Contract No.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION

VA ST FB KNGMN-WLKR GTS

THE DEPARTMENT OF THE U.S. ARMY

Fort Belvoir - Kingman Gate
Fort Belvoir- Walker Gate.

SOLICITATION

IFB No. 693C73- 26-B-000014

This Contract Cites

VDOT 2020 Road and Bridge Specifications, as
Amended by EFLHD Specifications

U.S. Customary Units

CONTRACTOR:
ADDRESS:

STATE Virginia

COUNTY Fairfax

AGENCY US Army Corps of Engineers

TYPE OF IMPROVEMENT

Geometric improvement at the following two entrance at the Army Base

Fort Belvoir - Kingman Gate
The project involves geometric improvements at the intersection of Fairfax County Parkway (Route 286) and Fort Belvoir's Kingman Gate (Kingman Road). The scope includes constructing an additional left-turn lane from southbound Fairfax County Parkway to Kingman Road, along with an added receiving lane on Kingman Road. The improvements will also include modifications to the existing traffic signal at the intersection.

Fort Belvoir- Walker Gate
The project involves geometric improvements at the intersection of Mount Vernon Highway (Route 235) and Fort Belvoir's Walker Gate. The scope includes extending the existing left-turn lane to increase storage capacity based on future traffic conditions, along with the installation of a new traffic signal.

					Project Length Totals For Parking Areas, Lane Miles is calculated as SQFT/11ft (nominal) lane		0.94	2.20
	Schedule	Parking Area	Roadway / Parking Area / Other	Stations / SQFT			Linear Feet	Route Miles	Lane Miles
	A	☐	Fort Belvoir - Kingman Gate -Fairfax County Parkway	10219	To	11903	1,684	0.32	0.96
	A	☐	Fort Belvoir - Kingman Gate -John J Kingman Rd	20000	To	20775.21	775	0.15	0.30
	B	☐	Fort Belvoir- Walker Gate. Mt Vernon Memorial Highway	30200	To	32308	2,108	0.40	0.80
	B	☐	Fort Belvoir- Walker Gate. MT Vernon Rd	40147	To	40507	360	0.07	0.14

TABLE OF CONTENTS

	Page
Notice to Bidders	1 through 3
Checklist for Bid Submission	1 through 3
***SF-1442 Solicitation, Offer, and Award**	**1 through 5**
Statement of Work	1 page
Bid Schedule Instructions	1 through 3
***Bid Schedule**	**B-1 through B-13**
***SF-24 Bid Bond**	**C-1 through C-4**

FEDERAL ACQUISITION REGULATION & TRANSPORTATION ACQUISITION REGULATION SOLICITATION PROVISIONS & CONTRACT CLAUSES

Index to Federal and Transportation Acquisition Regulations	1 through 6
Representations and Certifications (SAMs online)	D-1 through D-4
Instructions to Bidders	E-1
***Socioeconomic Program Requirements**	**F-1 through F-6**
Minimum Wage Schedule	F-7 through F-13
***General Contract Requirements**	**G-1 through G-11**
Construction Contract Requirements	H-1 through H-7
Special Contract Requirements	J-1 through J-124
Section K	K-1 through K-3
Permits Obtained for this Project	1 through 30

SPECIFICATIONS ON SAM.GOV

Virginia Department of Transportation (VDOT) 2020 Road and Bridge Specifications	1 through 1065
2022 Supplement to the VDOT 2020 Road and Bridge Specifications	1 through 92
Plans	1 through 213
Categorical Exclusion Form (NEPA)	1 through 39
Geotech Memo	1 through 176

TABLE OF CONTENTS

***Subcontracting Plan** **1 through 5**

***Bidder's Qualification Form** **1 through 7**

***Federal Contractor Veterans' Employment Report VETS-4212** **1 through 5**

BOLD-FACED ITEMS ARE TO BE INCLUDED WITH THE BID SUBMITTAL PACKAGE

NOTICE TO BIDDERS

CONTRACT FORMAT:
Bidders should note that the format of this contract is in accordance with Federal Acquisition Regulations (FAR), promulgated by the General Services Administration (GSA), effective April 1, 1984, including all applicable revisions. Applicable FAR provisions and clauses are incorporated in this contract by reference or full text as indicated in the INDEX before the D-pages in this booklet. FAR provisions and clauses incorporated by reference can be accessed on the Internet website at https://www.acquisition.gov/. Bidders are encouraged to review the documents thoroughly before submitting a bid.

INVITATION FOR BIDS BOOKLET AND BID SUBMITTAL:
It is the responsibility of the Bidder to verify that this bid is complete as listed in the Table of Contents. The Bidder is responsible for submitting all required forms and documents with the bid. Bidders should use the Checklist for Bid Submission included in this booklet to check that their bids are complete.

CONSTRUCTION CONTRACTS:
The Contractor shall perform on the site, and with its own organization, work equivalent to at least 50%. Additional guidance is given in FAR Subpart 35.005 where the majority of the project work is complex and specialized such as restoration work, bridge painting, and proprietary construction techniques (i.e. proprietary Cintec arch strengthening.) There are exceptions and they will be reviewed on a case-by-case basis.

HAZARDOUS MATERIALS IDENTIFICATION AND MATERIAL SAFETY DATA:
As required by FAR Clause 52.223-3, Hazardous Materials Identification and Safety Data, the apparent low Bidder must submit prior to award a Material Safety Data Sheet (MSDSs) for all hazardous materials that the Bidder identifies in paragraph (b) of this clause in Section G of this booklet. Failure to submit MSDSs may render the Bidder ineligible for award of contract. The apparent low Bidder should submit their MSDSs within two weeks after bid opening.

ATTENTION LARGE BUSINESSES - UTILIZATION OF SMALL BUSINESS CONCERNS:
All bidders that are large businesses should note their responsibilities in the awarding of subcontracts in accordance with FAR Clause 52.219-8, Utilization of Small Business Concerns. An awardee, if a large business concern, should note its responsibility to establish and conduct a subcontracting plan in accordance with FAR Clause 52.219 9, Alternate I, Small Business Subcontracting Plan**. If the apparently successful bidder selected for award is a LARGE BUSINESS, then that bidder is required to submit a subcontracting plan prior to contract award.** If the apparently successful bidder fails to submit a subcontracting plan within the time limit prescribed by the Contracting Officer, the bidder will be ineligible for award. PLEASE NOTE: A blank subcontracting plan is included in this solicitation package as a separate document for your use.

INTERNET BASED DATABASES - REQUIRED INPUT:
Per FAR Provision 52.204-7, bidders are required to be registered in the System for Award Management (SAM) at the time a bid is submitted and at the time of award.
Access the following web site to register: https://www.sam.gov/.

Per FAR Clause 52.204-13, contractors shall maintain an active SAM registration during contract performance through final payment under a contract. This includes reviewing at least annually its registration in SAM and validating that the information is current, accurate, and complete.

NOTICE TO BIDDERS

NOTICE:
System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting Officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to update their entity registration to remove these representations in SAM.

According to FAR 22.1302-1(b) federal contractors and sub-contractors MUST complete the required annual Vets-4212 Form in order to be eligible for a contract award. It can be completed online at http://www.dol.gov/vets/vets4212.htm. The annual filing period for Form VETS-4212 is August 1 through September 30. Reports filed before August 1 will be treated as part of the previous year's filing cycle. Federal contractors and subcontractors who are required to file a form VETS-4212 can submit their forms electronically by using either the VETS-4212 Reporting Application or batch filing process, or by using the paper form by email or U.S. mail. It is recommended that you file your form electronically at https://vets4212.dol.gov/vets4212. Please visit http://www.dol.gov/vets/vets4212.htm for more information on the reporting process.

PAYMENT:
Bidders are advised to review the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP), subsection 109.05, concerning **direct** and **indirect** payment included under a pay item in the bid schedule.

PROGRESS PAYMENTS:
ALL payments will be made via Electronic Funds Transfer (EFT) as such; the payment information in SAM must be accurate in order for contractors' invoices to be considered proper invoices for the purpose of prompt payment under DOT contracts. Contractors must input and maintain (update as necessary) their EFT information in the SAM database. Bidders are advised that under FAR Clause 52.232 5, Payments Under Fixed Price Construction Contracts, upon request, progress payments will include premiums paid by the Contractor to obtain performance and payment bonds as required under this contract. These payments shall not be made in addition to the contract price. As specified in the FP, "Section 151 - MOBILIZATION", payments for performance and payment bond premiums shall be included in mobilization.

WELFARE-TO-WORK INITIATIVE:
The President's Welfare Reform Bill was initiated to assist welfare recipients and hopefully aid welfare recipients to find gainful employment. In support of this bill, Contractors are encouraged to hire welfare recipients whenever possible and to use welfare recipients in performance of duties on Government contracts.

INCREASING SEAT BELT USE IN THE UNITED STATES:
The President's Executive Order 13043 dated April 16, 1997, was issued to increase the use of seat belts in the United States. In support of this Order, contractors and subcontractors are encouraged to adopt and enforce on-the-job seat belt policies for their employees when operating company-owned, rented, or personally owned vehicles.

NOTICE TO BIDDERS

OBTAINING SOLICITATION DOCUMENTS:
Invitation For Bid (IFB) documents **will not be mailed**. All solicitation documents are available for direct download from the Contract Opportunities website: **https://sam.gov/**. Contractors are encouraged to register on the website (for this specific project) in order to receive automatic notifications when a document is added or updated for this specific project. All questions about this construction project must be emailed to the following address: eflhd.contracts@dot.gov.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MONITORING THE WEB PAGES NOTED ABOVE FOR ALL CHANGES TO THE SOLICITATION AND ACTING ON THOSE CHANGES.

PLEASE NOTE: For security reasons, individuals requiring access to all government buildings must present a valid photo ID and be escorted to their destination by a Government employee. All visitors attending bid openings are urged to arrive at least 1 hour prior to a scheduled bid opening. All visitors must sign in at the main entrance of the Quantum Park facility and wait to be escorted by a Government employee to Eastern Federal Lands Highway Division (EFLHD) in Suite 200. Visitors must then register with the EFLHD Receptionist. A Government employee will collect all bids. Prior to the bid opening, a Government employee will escort all bidders to the bid opening. Unescorted visitors will be denied entry, and no exceptions will be made.

PLEASE NOTE ELECTRONIC BIDS WILL BE ACCEPTED VIA EMAIL ONLY AT EFLHD.CONTRACTS@DOT.GOV. Bids sent to any other email address besides EFLHD.Contracts@dot.gov will not be accepted. Bids will not be accepted via facsimile. Bids submitted via external, cloud-based, file storage services such as OneDrive, etc. shall not be accepted. The government will not click on links sent via email to access bid documents. Hand-delivered bids are not recommended unless the contractor is also attending the bid opening.

CHECKLIST FOR BID SUBMISSION

The following is a checklist of items included in the bid package that are required to be completed and returned (or filled in on-line) to the address in Block 7 of the Standard Form 1442, Solicitation, Offer, and Award (page 1). This checklist is for informational purposes only and is not required to be filled out by the bidder. **Failure to submit a complete bid may be cause to reject your bid.**

PLEASE NOTE ELECTRONIC BIDS WILL BE ACCEPTED VIA EMAIL ONLY AT EFLHD.CONTRACTS@DOT.GOV. Bids sent to any other email address besides EFLHD.Contracts@dot.gov will not be accepted. Bids will not be accepted via facsimile. Bids submitted via external, cloud-based, file storage services such as OneDrive, etc. shall not be accepted. The government will not click on links sent via email to access bid documents. Hand-delivered bids are not recommended.

1. **Bid Envelope (If the Bidder elects not to send the bid electronically via email to EFLHD.Contracts@dot.gov):**
   a. Addressed as shown in Block 7 of SF-1442 ☐
   b. In the lower left corner, indicate the following: Solicitation No., Project Name & Number, and **mail to Suite E2-3-300, ATTENTION: ACQUISITIONS**. If bids are hand-delivered, bring them to the main entrance of Quantum Park, and ask for the Federal Highway Administration (EFLHD) Receptionist to be contacted and an EFLHD representative will come to collect the bid. **Hand-delivered bids are not recommended.** ☐

2. **Standard Form 1442: Solicitation, Offer and Award**
   a. Block 14: Name and Address of Bidder. ☐
   b. Block 15: Telephone Number of Bidder ☐
   c. Block 16: Remittance Address if different from Block 14. ☐
   d. Block 19: **All** Amendments Acknowledged, with dates of Amendments. ☐
   e. Block 20: Bid is signed and dated. ☐

3. **Bid Schedule - (Pages B-1 through B-13)**
   a. Unit bid price and bid amount provided for each pay item in numbers. ☐
   b. Corrections initialed. ☐
   c. Price Evaluation eligibility is indicated on the Bid Summary page. ☐

4. **Standard Form 24, Bid Bond (Pages C-1 through C-4) (Required if bid guarantee is bid bond)**
   a. Date executed ☐
   b. Legal name and address of bidder. ☐
   c. Type of organization. ☐
   d. State of incorporation (if applicable). ☐
   e. Name and business address of Treasury approved surety. ☐
   f. Penal sum of bond (not less than 20% of bid total). ☐
   g. Bid identification. ☐
   h. Signature of Bidder ☐
   i. Seal, if corporation ☐
   j. Signature of Surety ☐
   k. Seal, if corporation ☐

BIDS RECEIVED WITHOUT A VALID BID BOND WILL BE REJECTED.

CHECKLIST FOR BID SUBMISSION

5. **Power of Attorney**
   a. Dated on or before execution date of bond ☐
   b. Power has original signature of surety, or is embossed with surety's seal in the certification section ☐

BIDS RECEIVED WITHOUT A VALID POWER OF ATTORNEY WILL BE REJECTED.

6. **Fill-ins.** The following full text Clauses and/or Provisions shall be checked or filled in and returned with the bid package: ☐
   a. 52.219-4 – HUBZone ONLY - See Section F, Provision 52.219-4, paragraph "b", check block if waiver is applicable.

7. **Bidder's Qualifications form (provided separately as part of the Bid Documents Package).** Form completed, signed and submitted with bid ☐

8. **Subcontracting Plan - Large Businesses Only:** Submittal with the bid is not mandatory, **but it is encouraged**, as it will speed up the award process should your firm be the apparent low bidder. ☐

   Legislated subcontracting goals: (15 USC 644 (g)(1)
   - 43.02% - Small Businesses (SB)
   - 5% - Small Disadvantaged Businesses (SDB)
   - 3% - HUBZone
   - 5% - Woman-Owned Small Business (WOSB)
   - 5% - Service-Disabled Veteran-Owned Small Businesses (SDVOSB)

9. **System for Award Management (SAM):** The contractor is currently registered in the System for Award Management (SAM) database at https://www.sam.gov/ at the time the bid is submitted. If the contractor elects to not have its active SAM registration viewable by the public, then the contractor must submit a copy with the bid. ☐

10. **Online Representations and Certifications Application:** The contractor's Representations and Certifications have been input online via the electronic database at https://www.sam.gov/. ☐

11. **VETS - 4212 Reporting:** The contractor has completed the annual reporting requirement online at http://www.dol.gov/vets/vets4212.htm. The annual filing period for Form VETS-4212 is August 1 through September 30. Reports filed before August 1 will be treated as part of the previous year's filing cycle. Federal contractors and subcontractors who are required to file a form VETS-4212 can submit their forms electronically by using either the VETS-4212 Reporting Application or batch filing process, or by using the paper form by email or U.S. mail. It is recommended that you file your form electronically at https://vets4212.dol.gov/vets4212. Please visit http://www.dol.gov/vets/vets4212.htm for more information on the reporting process ☐

12. **INVOICING FOR PAYMENTS:** The Contractor affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023). ☐

CHECKLIST FOR BID SUBMISSION

NOTE: THE CONTRACTOR IS FULLY RESPONSIBLE TO VERIFY THAT ALL DATA IN THE ABOVE DATABASES IS CORRECT EACH TIME A BID PACKAGE IS SUBMITTED. FAILURE TO PROPERLY INPUT AND/OR UPDATE YOUR DATA PRIOR TO BID SUBMISSION MAY CAUSE THE BID TO BE REJECTED.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	693C7326B000014	☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	06/23/2026	1 / 5

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
		See Block 10

7. ISSUED BY CODE 693C73	8. ADDRESS OFFER TO
FEDERAL HIGHWAY ADMINISTRATION EASTERN FEDERAL LANDS HIGHWAY DIVISION QUANTUM PARK, 22001 LOUDOUN COUNTY PKWY SUITE E2-3-300 ATTN: Acquisition & Contracts ASHBURN VA 20147	See Block 7

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	DAVID BOGNER	EFLHD.Contracts@dot.gov

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)*

This Invitation for Bids is for the Fort Belvoir - Kingman & Walker Gates, Project No. VA ST FB KNMGN-WLKR GTS, located in Fairfax County, Virginia in strict accordance with the Solicitation/Contract instructions, notices, clauses, provisions, items listed below, and for the quantities of work actually performed at the unit prices as bid in the Bid Schedule, including all applicable Federal, State, and local taxes.

Virginia Department of Transportation (VDOT) 2020 Road and Bridge Specifications, pages 1 through 1065.
2022 Supplement to the VDOT 2020 Road and Bridge Specifications, pages 1 through 92.
Bid Schedule, Section B - pages B-1 through B-13.
Special Contract Requirements, Section J - pages J-1 through J-124.
Plans, Sheets 1 through 213.
Categorical Exclusion Form (NEPA), pages 1 through 39.
Geotech Memo, pages 1 through 176.
Permits, pages 1 through 30.

Issuance of this solicitation does not guarantee that an award will be made. Any resulting awards are subject to the availability of funding and the discretion of the awarding entity, including cancellation or amendment based on a determination of change in agency needs.

11. The Contractor shall begin performance within 10 calendar days and complete it within 760 calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See Continuation Sheet, Block 11.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? ☒ YES ☐ NO
(If "YES", indicate within how many calendar days after award in Item 12b.)

12b. CALENDAR DAYS: 14

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1400 *(hour)* local time 07/23/2026 *(date)*. If this is a sealed bid solicitation, offers will 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 90 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)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than item 14.)*

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ 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

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

19. ACKNOWLEDGEMENT 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)*

20b. SIGNATURE

20c. OFFER DATE

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 Block 26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE EFLHD-CO

FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
QUANTUM PARK, 22001 LOUDOUN COUNTY PKWY
SUITE E2-2-200
ATTN: CONSTRUCTION
ASHBURN VA 20147

27. PAYMENT WILL BE MADE BY

FFEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
A/P Branch, AMZ-150
PO Box 25710 OR E-MAIL
9-AMC-AMZ-EFLINVOICES@FAA.GOV
Oklahoma City OK 73125

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 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 incorporated by reference in or attached to this contract.

☐ 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

BY

31c. DATE

CONTINUATION OF SF 1442

Block 2:

This project is **UN-RESTRICTED** - Bids will be accepted from **ALL** eligible business concerns.

This procurement falls under North American Industry Classification System (NAICS) code 237310 - Highway, Street, and Bridge Construction (see FAR 19.103).

The award of this project is subject to a 10% price evaluation preference for eligible HUBZone Small Business Concerns (must be on the SBA listing) (see FAR Provision 52.219-4).

Electronic bids will be accepted via email sent to EFLHD.Contracts@dot.gov. Please be sure to indicate the solicitation number, project number, and ATTN: David Bogner on the subject line of your email. Bids submitted via external, cloud-based, file storage services such as OneDrive, etc. shall not be accepted. The government will not click on links sent via email to access bid documents. **Please note you must include a scanned copy of your official bid bond along with your bid documents if you submit your bid electronically.**

Block 9:

PHYSICAL DATA AVAILABLE FOR REVIEW

1. Virginia Department of Transportation (VDOT) 2020 Road and Bridge Specifications
2. 2022 Supplement to the VDOT 2020 Road and Bridge Specifications
3. Manual on Uniform Traffic Control Devices for Streets and Highways, most current edition, published by the Federal Highway Administration. https://mutcd.fhwa.dot.gov/.
4. Categorical Exclusion Form (NEPA)
5. Geotech Memo
6. Permits

Data and information furnished or referred to above is for the Contractor's information. The Government shall not be responsible for any interpretation of, or conclusion drawn from the data or information by the Contractor.

A Government representative can be available to show the project to prospective bidders. **All requests** for site visits see Section E of the solicitation and e-mail all questions concerning this construction project to the following e-mail address eflhd.contracts@dot.gov. Interested parties must provide the Solicitation Number and the relevant project name with all requests and questions.

CONTINUATION OF SF 1442

∗Block 11:

Maximum time allowed for the contract if Schedules A and B are awarded at the same time:

If the Government awards the contract as Schedules A + B, the performance period to complete all contract work will be 760 calendar days.

Maximum time allowed for each schedule of work if awarded separately:

If the Government awards the contract as Schedule A only, the performance period to complete all Schedule A work will be **420 calendar days** and will start on the effective date of Schedule A's Notice to Proceed.

If Schedule B (Government Option 1) is exercised after the award of the original contract, the performance period to complete all **Schedule B** work will be **340 calendar days** and will start on the effective date of Schedule B's Notice to Proceed.

Schedule B (Government Option 1) cannot begin until the completion of Schedule A.

See Completion of Work section of the B-Pages – Bid Schedule Instructions for further information. The completion time for the contract is not to exceed the maximum time above. Work restrictions can be found in SCR Sections 108 and 156.

Notice to Proceed will be issued within 30 days following receipt of acceptable performance and payment bonds. (Actual Notice to Proceed date will be 10 days from issuance or the date specified in the Notice.)

Block 12A:

Furnish performance and payment bonds in accordance with FAR Clause 52.228-15.

Block 13:

A bid guarantee in the amount of not less than 20 percent of the bid price or $3 million, whichever is less, is required with this bid. If the bidder fails to provide the required bid guarantee, such failure may require rejection of the bid. Reference FAR Provision 52.228-1, Bid Guarantee. **Please note you must include a scanned copy of your official bid bond along with your bid documents if you submit your bid electronically.**

Block 17:

Amounts should be completed as follows:
Schedule A - $
Schedule B (Option 1) - $

CONTINUATION OF SF 1442

Other:

The estimated price is expected to fall within the price range of **$6,000,000 to $8,000,000**.

Responsibility of bidders shall be evaluated in accordance with the information provided on the Bidder's Qualification Form, which can be downloaded from the Contract Opportunities website located at http://SAM.gov. WDOT 2020 Road and Bridge Specifications, as Amended by EFLHD Specifications, is provided with the solicitation package and can be downloaded from the Contract Opportunities website located at http://SAM.gov.

Electronic bids must contain the required signatures (electronic or by hand). Bids submitted via external, cloud-based, file storage services such as OneDrive, etc. shall not be accepted. The government will not click on links sent via email to access bid documents.

If you elect not to submit your bid electronically to EFLHD.Contracts@dot.gov, **then please mail your bid to:**

Federal Highway Administration - Eastern Federal Lands Highway Division
ATTN: ACQUISITIONS
Quantum Park
22001 Loudoun County Parkway
Suite E2-3-300
Ashburn, VA 20147

Subcontracting Goals:

Required from all other than small businesses when the requirement is expected to exceed $900,000 ($2,000,000 for Construction) [FAR 19.109]. The Contracting Officer, along with review and advisory comments from the Office of Small Disadvantaged Business Utilization (OSDBU), is responsible for approving a reasonable and realistic plan [FAR 19.206-3] [TAM 1219.201(e)(6)]. The legislated subcontracting goals are as shown below. A copy of each subcontracting plan (or contractor statement that no subcontracts are to be awarded) must be provided to OSDBU within 7 days of contract award [TAM 1219.705-5 and - 6].

Legislated subcontracting goals (15 USC 644 (g)(1):

- 43.02% - Small Businesses (SB)
- 5% - Small Disadvantaged Businesses (SDB)
- 3% - HUBZone Small Businesses
- 5% - Women-Owned Small Businesses (WOSB)
- 5% - Service-Disabled Veteran-Owned Small Businesses (SDVOSB)

STATEMENT OF WORK

Sealed bids from **all business concerns** will be accepted for the Fort Belvoir – Kingman & Walker Gates, Project VA ST FB KNGMN-WLKR GTS, Solicitation Number 693C73-26-B-000014, located in Fairfax County, Virginia. The project consists of geometric road improvements, constructing an additional left-turn lane, extending a left-turn lane, constructing a receiving lane, installation and modifications of traffic signals, and other miscellaneous work.

The project will be split into multiple work schedules/contract options, with the cost of the entire project expected to fall within the price range of $6,000,000 to $8,000,000.

The performance period to complete all contract work will be 760 calendar days after the issuance of the Notice to Proceed.

Schedule B (Government Option 1) cannot begin until the completion of Schedule A.

BID SCHEDULE INSTRUCTIONS

PROJECT: VA ST FB KNGMN-WLKR GTS
BIDDERS PLEASE NOTE: Before preparing the bid, carefully read the Instructions to Bidders. When preparing the bid, comply with the following:

COMPLETING THE BID SCHEDULE

Complete the Bid Schedule(s) by handwriting in ink or typing. Specify a Unit Bid Price, in figures with cents to only **two decimal places** for each pay item in the Unit Bid Price column for which a quantity is given. Do not enter or tender a Unit Bid Price for any pay item for which no estimated quantity appears in the Bid Schedule. Determine the products of the respective unit prices and quantities, and show them, in figures, in the Amount Bid column. If a Unit Bid Price and Amount Bid have been inserted by the Government for a pay item, do not change the Unit Bid Price and Amount Bid for the pay item. Determine the Bid Total for each specific individual Schedule of Work by adding the amounts of the listed items and show in the block provided for that individual Schedule of Work. In case of multiplication errors, the Amount Bid for the item will be based on the Unit Bid Price.

To be eligible for award, bidders must submit prices for each pay item.

Review Subsection 109.05 of the FP (standard specifications book) regarding scope of payment for direct and indirect payment work.

Fill in the **Bid Total(s)** for each individual Schedule of Work as directed on the **Bid Summary** page. Fill in the **Evaluation Total Price of Project** in the space provided on the **Bid Summary** page.

The amount in Block 17 of the SF 1442 should be completed as follows:
Schedule A - $.
Schedule B - $.

SCHEDULES OF WORK

The Bid Schedule is comprised of the following separate schedules and options:

Schedule A (Base Contract) - Pages B-1 through B-7

Schedule B (Government Option 1) - Pages B-8 through B-12

The Government will award the project as a Base Contract (Schedule A) with the option to award Schedule B (Government Option 1); see FAR Provisions 52.217-4 and 52.217-5.

The purpose of the multiple schedules and options is to give the Government maximum flexibility in completing the project in a timely manner and at a cost-effective price by proper utilization of programmed funds and upon receipt of any additional funds required to award the contract. **If complete funding is in place at the time of award of Schedule A (Base Contract), the Government may award Schedule B (Government Option 1) at that time. If additional funding is required for the award of Schedule B (Government Option 1), and is received after the award of Schedule A (Base Contract), the Government has the right to exercise Schedule B (Government Option 1) at the unit prices bid according to the following schedule:**

Schedule B (Government Option 1): No later than the contract completion date for Schedule A (Base Contract).

COMPLETION OF WORK

The Government has estimated the number of calendar days necessary to complete all work from the effective date of the Notice to Proceed to contract completion for the various award scenarios. The maximum number of calendar days allowed (i.e., the contract performance period) is shown in Block 11 of the SF-1442 and described below.

If the Government awards the contract as Schedules A + B, the performance period to complete all work will be **760 calendar days.**

If the Government awards the contract as Schedule A only, the performance period to complete all Schedule A work will be **420 calendar days** and will start on the effective date of Schedule A's Notice to Proceed.

If Schedule B (Government Option 1) is exercised after the award of the original contract, the performance period to complete all Schedule B work will be **340 calendar days** and will start on the effective date of Schedule B's Notice to Proceed.

In developing a construction schedule to determine the number of calendar days, the Government considered and included the work limitations shown in Sections 108 and 156 of the FP and Special Contract Requirements (SCRs). Specific work limitations may be (but are not limited to): National legal holidays, weekends, rush hours, night work, specified no work periods, work or traffic control phasing, etc. The Government also considered those work items that are weather sensitive and when those work items will be performed. Specific work items are (but not limited to): those that require a minimum ambient air temperature (asphalt paving and surface treatment, pavement striping, stone masonry, etc.); those that require maintaining a minimum surface temperature (concrete pavement, structural concrete, painting, etc.); and those that have specific planting seasons (turf establishment, sod, trees, plants, etc.). The Government also considered time required for preparing material and drawing submittals, and the allowable Government review times for those submittals (Subsection 104.03 of the FP and SCRs).

BASIS FOR AWARD

The contract will be awarded to the responsive, responsible bidder with the lowest **Evaluation Total Price of Project**, which is defined as:

Schedule A (Base Contract) Bid Total +
Schedule B (Government Option 1) Bid Total.

BID SCHEDULE

Project No : VA ST FB_KNGMN/WLKR GTS **Schedule :** A

Project Name : Fort Belvoir – Kingman Gate & Walker Gate **Schedule Type :** Base

Contract Quantity Pay Items
No Contract Quantity Pay Items

AMD#	Line Item Number	Pay Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
	A0100	15101-0000	MOBILIZATION		ALL	LPSM		
	A0110	15201-0000	CONSTRUCTION SURVEY AND STAKING		ALL	LPSM		
	A0120	15401-0000	CONTRACTOR TESTING		ALL	LPSM		
	A0130	15701-0000	SOIL EROSION CONTROL		ALL	LPSM		
	A0140	20101-0000	CLEARING AND GRUBBING	(VDOT SECTION 301 CLEARING AND GRUBBING)	1.500	ACRE		
	A0150	20201-0000	SELECTIVE CLEARING	(VDOT SECTION 601 SELECTIVE TREE REMOVAL TRIMMING AND CLEANUP)	0.800	ACRE		
	A0160	20301-1400	REMOVAL OF INLET	(VDOT SECTION 510 NS REMOVE EXIST. DROP INLET)	4.000	EACH		
	A0170	20301-1500	REMOVAL OF LIGHT POLE	(VDOT SECTION 703 REMOVE EXISTING POLE)	2.000	EACH		
	A0180	20301-1500	REMOVAL OF LIGHT POLE	(VDOT SECTION 703 REMOVE EXISTING SIGNAL AHEAD)	8.000	EACH		
	A0190	20301-1700	REMOVAL OF MANHOLE	(VDOT SECTION 703 REMOVE EXISTING MANHOLE/JUNCTION BOX)	2.000	EACH		
	A0200	20301-2000	REMOVAL OF PIPE END SECTION	(VDOT SECTION510 NS REMOVEEXIST. ENDWALL)	3.000	EACH		
	A0210	20301-2200	REMOVAL OF SIGN AND STONE FOUNDATION	(VDOT SECTION 703 REOMVE EXISTING FOUNDATION)	2.000	EACH		
	A0220	20301-2400	REMOVAL OF SIGN	(VDOT SECTION 510 NS REMOVE EXISTING SIGN PANEL)	14.000	EACH		
	A0230	20302-0300	REMOVAL OF CURB AND GUTTER, CONCRETE	(VDOT SECTION 510 REMOVE COMB. CURB AND GUTTER)	1,000.000	LNFT		
	A0240	20302-1200	REMOVAL OF GUARDRAIL	(VDOT SECTION 505 REMOVE EXISTING GUARDRAIL)	1,800.000	LNFT		
	A0250	20302-2100	REMOVAL OF PIPE CULVERT	(VDOT SECTION 510 NS REMOVE EXIST. (STORM PIPE))	183.000	LNFT		
	A0260	20302-2310	REMOVAL OF CABLE LINE	(VDOT SECTION 510 NS REMOVE EXIST. CONDUCTOR CABLE)	3,339.000	LNFT		
	A0270	20303-1000	REMOVAL OF MEDIAN, CONCRETE	(VDOT SECTION 510 NS REMOVAL CONCRETE MEDIAN)	51.000	SQYD		
	A0280	20303-1600	REMOVAL OF PAVEMENT, ASPHALT	(VDOT SECTION 508 DEMOLITION OF PAVEMENT FLEXIBLE)	7,611.000	SQYD		

	A0290	20315-0000	SAWCUTTING PAVEMENT	(1 VDOT SECTION 703 LOOP SAWCUT 5/8")	500.000	LNFT		
	A0300	20315-0000	SAWCUTTING PAVEMENT	(2 VDOT SECTION 703 LOOP SAWCUT 3/8")	804.000	LNFT		
	A0310	20315-0000	SAWCUTTING PAVEMENT	(3 VDOT SECTION 315 NS SAW-CUT ASPH CONC)	3,264.000	LNFT		
	A0320	20401-0000	ROADWAY EXCAVATION	(VDOT SECTION 303 REGULAR EXCAVATION)	14,000.000	CUYD		
	A0330	20403-0000	UNCLASSIFIED BORROW	(1 VDOT SECTION 305 SELECT MATL. TY. I MIN. CBR-30)	145.000	CUYD		
	A0340	20403-0000	UNCLASSIFIED BORROW	(2 VDOT SECTION 305 BORROW EXCAVATION)	1,500.000	CUYD		
	A0350	20410-0000	SELECT BORROW	(VDOT SECTION 305 SELECT MATL. TY. II MIN. CBR-30)	11,000.000	CUYD		
	A0360	20702-0200	GEOTEXTILE FILTER, CLASS 1, TYPE B	(VDOT SECTION 303 GEOTEXTILE FABRIC (CLASS B))	2,600.000	SQYD		
	A0370	20702-0200	GEOTEXTILE FILTER, CLASS 1, TYPE B	(VDOT SECTION 305 GEOTEXTILE SUBGRADE STABILIZATION-MOISTURE BARRIER)	55.000	SQYD		
	A0380	20804-0000	STRUCTURAL BACKFILL	(VDOT SECTION 401 SELECT BACKFILL ABUTMENT ZONE)	20.000	TON		
	A0390	21302-0000	LIME	(VDOT SECTION 306 LIME)	8.000	TON		
	A0400	25102-0000	PLACED RIPRAP, METHOD A	(VDOT SECTION 414 DRY RIPRAP CL.I 26")	2,584.000	TON		
	A0410	25102-0000	PLACED RIPRAP, METHOD A	(VDOT SECTION 414 EROSION CONTROL STONE CLASS I, EC-0)	2.000	TON		
	A0420	25605-0000	PERFORMANCE TEST	(VDOT SECTION 700 NS UTILITIES TEST HOLES UNPAVED AREA)	3.000	EACH		
	A0430	25605-0000	PERFORMANCE TEST	(VDOT SECTION 700 TEST BORE)	2.000	EACH		
	A0440	30101-0000	AGGREGATE BASE	(VDOT SECTION 308 AGGR. BASE MATL. TY. I NO. 21A)	190.000	TON		
	A0450	30210-0000	BEDDING AND BACKFILL AGGREGATE	(VDOT SECTION 308 AGGR. BASE MATL. (PLAIN) TY. I NO. 21B)	35.000	CUYD		
	A0460	30702-0000	CEMENT TREATED AGGREGATE COURSE	(VDOT SECTION 307 CEMENT STAB. AGGR. MATL. NO. 21A)	4,500.000	TON		
	A0470	40101-0100	ASPHALT CONCRETE PAVEMENT, GYRATORY MIX, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL	(VDOT SECTION 315 ASPHALT CONC.TY. SM-9.5A)	85.000	TON		
	A0480	40101-0100	ASPHALT CONCRETE PAVEMENT, GYRATORY MIX, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL	(VDOT SECTION 315 ASPHALT CONCRETE TY. SM-9.5E)	2,000.000	TON		

	A0490	40101-0900	ASPHALT CONCRETE PAVEMENT, GYRATORY MIX, 3/4-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL	(VDOT SECTION 315 ASPHALT CONCRETE TY. IM-19.0D)	1,100.000	TON		
	A0500	40101-1300	ASPHALT CONCRETE PAVEMENT, GYRATORY MIX, 1-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL	(VDOT SECTION 315 ASPHALT CONCRETE TY. BM-25.0D)	2,100.000	TON		
	A0510	40501-0100	OPEN-GRADED ASPHALT FRICTION COURSE, GRADING A OR B	(VDOT SECTION 313 ASPH-STAB. OPEN-GRADED MATERIAL)	480.000	TON		
	A0520	41301-0600	ASPHALT PAVEMENT MILLING, 2-INCH DEPTH	(VDOT SECTION 515 FLEXIBLE PAVEMENT PLANING 0" - 2")	8,700.000	SQYD		
	A0530	55203-1000	STRUCTURAL CONCRETE, CLASS D (AE), FOR APPROACH SLABS, TYPE 1	(VDOT SECTION 316 CONC. CLASS A-4 BRIDGE APPR. SLAB)	33.100	CUYD		
	A0540	55401-1000	REINFORCING STEEL	(1 VDOT SECTION 316 REINF. STEEL BRIDGE APPR. SLAB)	6,100.000	LB		
	A0550	55401-1000	REINFORCING STEEL	(2 VDOT SECTION 302 STRUCTURAL STEEL JB-1)	1,876.000	LB		
	A0560	55703-2000	STRUCTURAL TIMBER AND LUMBER, TREATED, DECKING	(VDOT SECTION 404 BRIDGE DECK GROOVING)	58.300	SQYD		
	A0570	60101-0000	CONCRETE	(1 VDOT SECTION 700 CONCRETE FOUNDATION SIGNAL POLE PF-8)	16.000	CUYD		
	A0580	60101-0000	CONCRETE	(2 VDOT SECTION 302 504 CONCRETE CLASS A3 MISC.)	8.000	CUYD		
	A0590	60103-4000	CONCRETE, FOUNDATION, LIGHT POLE	(VDOT SECTION 700 CONCRETE SIGN FOUNDATION STP-1, TYPE F)	17.000	EACH		
	A0600	60201-0500	15-INCH PIPE CULVERT	(1 VDOT SECTION 302 STORM SEWER PIPE 15")	1,462.000	LNFT		
	A0610	60201-0500	15-INCH PIPE CULVERT	(2 VDOT SECTION 302 15" CONC. PIPE)	283.000	LNFT		
	A0620	60201-0500	15-INCH PIPE CULVERT	(3 VDOT SECTION 302 15" PIPE (CORRUGATED))	46.000	LNFT		
	A0630	60201-0600	18-INCH PIPE CULVERT	(VDOT SECTION 302 STORM SEWER PIPE 18")	336.000	LNFT		
	A0640	60401-0000	MANHOLE	(VDOT SECTION 302 FRAME & COVER MH-1)	6.000	EACH		
	A0650	60402-1000	MANHOLE, FLH	(VDOT SECTION 302 MANHOLE MH-1 OR 2)	30.000	LNFT		
	A0660	60403-0000	INLET	(1 VDOT SECTION 302 DROP INLET DI-3A)	1.000	EACH		
	A0670	60403-0000	INLET	(2 VDOT SECTION 302 DROP INLET DI-2C,L=6')	2.000	EACH		
	A0680	60403-0000	INLET	(3 VDOT SECTION 302 DROP INLET DI-3B,L=10')	1.000	EACH		
	A0690	60403-0000	INLET	(4 VDOT SECTION 302 DROP INLET DI-2B,L=8')	5.000	EACH		

	A0700	60403-0000	INLET	(5 VDOT SECTION 302 DROP INLET DI-2B,L=4')	1.000	EACH		
	A0710	60403-0000	INLET	(6 VDOT SECTION 302 DROP INLET DI-3BB,L=6')	1.000	EACH		
	A0720	60403-0000	INLET	(7 VDOT SECTION 302 DROP INLET DI-2B,L=6')	8.000	EACH		
	A0730	60403-0000	INLET	(8 VDOT SECTION 302 DROP INLET DI-3B,L=6')	2.000	EACH		
	A0740	60403-0000	INLET	(9 VDOT SECTION 302 DROP INLET DI-7)	1.000	EACH		
	A0750	60403-0000	INLET	(VDOT SECTION 302 DROP INLET DI-3BB,L=4')	1.000	EACH		
	A0760	60406-0000	INLET ADJUSTMENT	(VDOT SECTION 510 NS MODIFY EXIST. (DRAINAGE STRUCTURE))	5.000	EACH		
	A0770	60409-0001	INLET TOP	(VDOT SECTION 302 DI-PRECAST TOP VARIOUS TYPES (T-DI-3B, L=10'))	1.000	EACH		
	A0780	60409-0001	INLET TOP	(VDOT SECTION 302 DI-PRECAST TOP VARIOUS TYPES (T-DI-3B, L=8'))	1.000	EACH		
	A0790	60418-0000	STORM WATER DETENTION VAULT	(VDOT SECTION NS STORM WATER MANAGEMENT)	ALL	LPSM		
	A0800	60420-0000	OUTLET STRUCTURE	(VDOT SECTION 302 ENDWALL EW-12)	2.000	EACH		
	A0810	60501-0000	STANDARD UNDERDRAIN SYSTEM	(1 VDOT SECTION 501 UNDERDRAIN UD-4)	2,035.000	LNFT		
	A0820	60510-0200	3-INCH OUTLET PIPE	(VDOT SECTION 501 OUTLET PIPE)	24.000	LNFT		
	A0830	60901-1500	CURB, CONCRETE, 16 -INCH DEPTH	(VDOT SECTION 502 STD. CURB CG-3)	235.000	LNFT		
	A0840	60901-1700	CURB, CONCRETE, 18 -INCH DEPTH	(VDOT SECTION 502 STD. CURB CG-2)	225.000	LNFT		
	A0850	60901-2000	CURB, ASPHALT, 3-INCH DEPTH	(VDOT SECTION 502 ASPHALT CONC. CURB TY. MC-3B)	25.000	LNFT		
	A0860	60902-0900	CURB AND GUTTER, CONCRETE, 11-INCH DEPTH	(VDOT SECTION 502 STD. COMB. CURB & GUTTER CG-7)	1,400.000	LNFT		
	A0870	60902-1100	CURB AND GUTTER, CONCRETE, 13-INCH DEPTH	(VDOT SECTION 502 STD. COMB. CURB & GUTTER CG-6)	1,150.000	LNFT		
	A0880	61501-0100	SIDEWALK, CONCRETE	(VDOT SECTION 504 HYDRAULIC CEMENT CONC. SIDEWALK 4")	43.000	SQYD		
	A0890	61503-1000	MEDIAN, CONCRETE	(VDOT SECTION 502 MEDIAN STRIP MS-1)	78.000	SQYD		
	A0900	61509-0000	DETECTABLE WARNING PANELS	(VDOT SECTION 504 CG-12 DETECTABLE WARNING SURFACE)	4.500	SQYD		
	A0910	61701-4500	GUARDRAIL SYSTEM MGS, TYPE 2, CLASS A STEEL POSTS	(1 VDOT SECTION 505 RADIAL GUARDRAIL GR-MGS1, 9' POST)	89.000	LNFT		
	A0920	61701-4500	GUARDRAIL SYSTEM MGS, TYPE 2, CLASS A STEEL POSTS	(2 VDOT SECTION 505 MEDIAN BARRIER MB-3)	25.000	LNFT		
	A0930	61701-4500	GUARDRAIL SYSTEM MGS, TYPE 2, CLASS A STEEL POSTS	(3 VDOT SECTION 505 GUARDRAIL GR-MGS1, 9' POST)	1,375.000	LNFT		

	A0940	61702-0000	TERMINAL SECTION	(VDOT SECTION 505 GUARDRAIL END ANCHORAGE GR-MGS3)	1.000	EACH		
	A0950	61702-0300	TERMINAL SECTION, TYPE G4-BAT	(VDOT SECTION 505 FIXED OBJECT ATTACH. GR-FOA-5)	2.000	EACH		
	A0960	61707-4000	STRUCTURE TRANSITION RAILING, MGS SYSTEM	(VDOT SECTION 505 GUARDRAIL HEIGHT TRANSITION GR-MGS4)	5.000	LNFT		
	A0970	61920-2000	REMOVE AND RESET GATE	(VDOT SECTION 510 NS RELOCATE EXISTING (METAL GATE))	1.000	EACH		
	A0980	62036-0000	JOINT SEALANT	(VDOT SECTION 420 ADHESIVE BASED JOINT SEALER CLASS I, 1")	27.000	LNFT		
	A0990	62401-0100	FURNISHING AND PLACING TOPSOIL, 2-INCH DEPTH		11,180.000	SQYD		
	A1000	62516-2000	MULCHING, HYDRAULIC METHOD	(VDOT SECTION 603 HYDRAULIC EROSION CONTROL PRODUCT TYPE 2)	7,481.000	SQYD		
	A1010	62516-2000	MULCHING, HYDRAULIC METHOD	(VDOT SECTION 603 HYDRAULIC EROSION CONTROL PRODUCT TYPE 3)	6,488.000	SQYD		
	A1020	62542-1000	SEEDING SUPPLEMENTS, SEED	(1 VDOT SECTION 603 LEGUME SEED)	27.000	LB		
	A1030	62542-1000	SEEDING SUPPLEMENTS, SEED	(2 VDOT SECTION 603 LEGUME OVERSEEDING)	21.000	LB		
	A1040	62542-1000	SEEDING SUPPLEMENTS, SEED	(3 VDOT SECTION 603 OVERSEEDING)	277.000	LB		
	A1050	62542-1000	SEEDING SUPPLEMENTS, SEED	(4 VDOT SECTION 603 FERTILIZER POTASSIUM - K)	108.000	LB		
	A1060	62542-1000	SEEDING SUPPLEMENTS, SEED	(5 VDOT SECTION 603 FERTILIZER NITROGEN - N)	178.000	LB		
	A1070	62542-1000	SEEDING SUPPLEMENTS, SEED	(6 VDOT SECTION 603 FERTILIZER PHOSPHOROUS - P)	216.000	LB		
	A1080	62542-1000	SEEDING SUPPLEMENTS, SEED	(7 VDOT SECTION 603 PERMANENT SEED)	346.000	LB		
	A1090	63304-0900	SIGNS, ALUMINUM PANELS, TYPE 3 SHEETING	(VDOT SECTION 701 SIGN PANEL)	237.000	SQFT		
	A1100	63305-0200	POSTS, STEEL, 2-INCH DIAMETER	(VDOT SECTION 700 SIGN POST STP-1, 2", 14 GAUGE)	132.000	LNFT		
	A1110	63401-0000	PAVEMENT MARKINGS	(1 VDOT SECTION 704 TYPE B CLASS I PVMT LINE MRKG 4")	7,475.000	LNFT		
	A1120	63401-0000	PAVEMENT MARKINGS	(2 VDOT SECTION 704 TYPE B CLASS I PAVE. LINE MARKING 24")	605.000	LNFT		
	A1130	63401-0000	PAVEMENT MARKINGS	(3 VDOT SECTION 704 TYPE B CLASS I PVMT LINE MRKG 12")	743.000	LNFT		
	A1140	63405-0050	PAVEMENT MARKINGS, SYMBOLS	(1 VDOT SECTION 704 PVMT SYMB MRKG SGL TURN ARROW TY B, CL I)	23.000	EACH		

	A1150	63405-0050	PAVEMENT MARKINGS, SYMBOLS	(2 VDOT SECTION 704 PVMT SYMB MRKG DBL TURN ARROW THRU/LT OR RT TY B, CL I)	3.000	EACH		
	A1160	63405-0650	PAVEMENT MARKINGS, TYPE B, "ONLY" WORD MESSAGE	(VDOT SECTION 704 PVMT MESSAGE MARK. ONLY)	12.000	EACH		
	A1170	63501-0000	TEMPORARY TRAFFIC CONTROL	(1 VDOT SECTION 512 - MAINTENANCE OF TRAFFIC ITEMS - FFX CTY PKWY STAGE 3)	ALL	LPSM		
	A1180	63501-0000	TEMPORARY TRAFFIC CONTROL	(2 VDOT SECTION 512 - MAINTENANCE OF TRAFFIC ITEMS - KINGMAN RD STAGE 2)	ALL	LPSM		
	A1190	63501-0000	TEMPORARY TRAFFIC CONTROL	(3 VDOT SECTION 512 - MAINTENANCE OF TRAFFIC ITEMS - FFX CTY PKWY STAGE 2)	ALL	LPSM		
	A1200	63501-0000	TEMPORARY TRAFFIC CONTROL	(4 VDOT SECTION 512 - MAINTENANCE OF TRAFFIC ITEMS - FFX CTY PKWY STAGE 4)	ALL	LPSM		
	A1210	63501-0000	TEMPORARY TRAFFIC CONTROL	(5 VDOT SECTION 512 - MAINTENANCE OF TRAFFIC ITEMS - KINGMAN RD STAGE 1)	ALL	LPSM		
	A1220	63501-0000	TEMPORARY TRAFFIC CONTROL	(6 VDOT SECTION 512 - MAINTENANCE OF TRAFFIC ITEMS - FFX CTY PKWY STAGE 1)	ALL	LPSM		
	A1230	63610-0000	CONDUIT	(1 VDOT SECTION 700 BORED CONDUIT 4")	115.000	LNFT		
	A1240	63610-0000	CONDUIT	(2 VDOT SECTION 700 1" METAL CONDUIT)	109.000	LNFT		
	A1250	63610-0000	CONDUIT	(3 VDOT SECTION 700 3" PVC CONDUIT)	88.000	LNFT		
	A1260	63611-0100	WIRE, ELECTRICAL CONDUCTORS, 14 AWG	(1 VDOT SECTION 700 14/2 CONDUCTOR CABLE)	782.000	LNFT		
	A1270	63611-0100	WIRE, ELECTRICAL CONDUCTORS, 14 AWG	(2 VDOT SECTION 700 16/3c CONDUCTOR CABLE)	109.000	LNFT		
	A1280	63611-0100	WIRE, ELECTRICAL CONDUCTORS, 14 AWG	(3 VDOT SECTION 700 14/7 CONDUCTOR CABLE)	2,191.000	LNFT		
	A1290	63611-0100	WIRE, ELECTRICAL CONDUCTORS, 14 AWG	(4 VDOT SECTION 700 14/1 ENCLOSED COND. CABLE)	2,242.000	LNFT		
	A1300	63611-0100	WIRE, ELECTRICAL CONDUCTORS, 14 AWG	(5 VDOT SECTION 700 14/2 CONDUCTOR CABLE SHIELDED)	566.000	LNFT		
	A1310	63611-0500	WIRE, ELECTRICAL CONDUCTORS, 6 AWG	(VDOT SECTION 700 6 CONDUCTOR CABLE)	253.000	LNFT		
	A1320	63611-1300	WIRE, COAXIAL CABLE TYPE 1	(VDOT SECTION 703 VIDEO DETECTION CABLE)	109.000	LNFT		
	A1330	63613-0000	SIGNAL HEAD	(1 VDOT SECTION 703 HANGER ASSEMBLY SMB-3, ONE WAY)	2.000	EACH		
	A1340	63613-0000	SIGNAL HEAD	(2 VDOT SECTION 703 NS HANGER ASSEMBLY SMD-2)	12.000	EACH		
	A1350	63613-0000	SIGNAL HEAD	(3 VDOT SECTION 703 PEDESTRIAN SIGNAL HEAD SP-9)	2.000	EACH		

	A1360	63613-0000	SIGNAL HEAD	(4 VDOT SECTION 703 TRAFFIC SIGNAL HEAD SECTION 12" HVS BACKPLATE)	32.000	EACH		
	A1370	63613-0000	SIGNAL HEAD	(5 VDOT SECTION 703 HANGER ASSEMBLY SM-3, ONE WAY)	10.000	EACH		
	A1380	63620-0000	POLE	(1 VDOT SECTION 700 MAST ARM 75' CASE 1 LOADING)	1.000	EACH		
	A1390	63620-0000	POLE	(2 VDOT SECTION 700 MAST ARM 70')	1.000	EACH		
	A1400	63620-0800	POLE, TYPE TRAFFIC SIGNAL	(1 VDOT SECTION 700 SIGNAL MAST ARM POLE MP-3, TYPE B1)	2.000	EACH		
	A1410	63620-0800	POLE, TYPE TRAFFIC SIGNAL	(2 VDOT SECTION 700 PEDESTAL POLE PF-2 12')	2.000	EACH		
	A1420	63621-3000	UTILITY BOX, JUNCTION BOX	(VDOT SECTION 700 JUNCTION BOX JB-S2)	2.000	EACH		
	A1430	63701-0000	FIELD OFFICE		1.000	EACH		
	A1440	64603-0000	FIXTURE	(1 VDOT SECTION 703 VIDEO DETECTION CAMERA)	1.000	EACH		
	A1450	64603-0000	FIXTURE	(2 VDOT SECTION 703 PEDESTRIAN ACTUATION PA-2)	2.000	EACH		
	A1460	64620-0000	REMOVE AND RESET	(VDOT SECTION 700 RELOCATE EXISTING 1 POST GROUND MOUNTED SIGN PANEL)	4.000	EACH		

Submitted By:

Schedule Total:

BID SCHEDULE

Project No : VA ST FB_KNGMN/WLKR GTS **Schedule :** B

Project Name : Fort Belvoir – Kingman Gate & Walker Gate **Schedule Type :** Option

Contract Quantity Pay Items
No Contract Quantity Pay Items

AMD#	Line Item Number	Pay Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
	B5000	15101-0000	MOBILIZATION		ALL	LPSM		
	B5010	15201-0000	CONSTRUCTION SURVEY AND STAKING		ALL	LPSM		
	B5020	15401-0000	CONTRACTOR TESTING		ALL	LPSM		
	B5030	15701-0000	SOIL EROSION CONTROL		ALL	LPSM		
	B5040	20101-0000	CLEARING AND GRUBBING	(VDOT SECTION 301 CLEARING AND GRUBBING)	0.870	ACRE		
	B5050	20301-2000	REMOVAL OF PIPE END SECTION	(VDOT SECTION 510 NS REMOVE EXIST. ENDWALL)	1.000	EACH		
	B5060	20301-2300	REMOVAL OF SIGN/MARKER	(VDOT SECTION 700 REMOVE EXISTING 1 POST SIGN STRUCTURE)	2.000	EACH		
	B5070	20302-0300	REMOVAL OF CURB AND GUTTER, CONCRETE	(VDOT SECTION 510 REMOVE COMB. CURB AND GUTTER)	168.000	LNFT		
	B5080	20302-2100	REMOVAL OF PIPE CULVERT	(VDOT SECTION 510 NS REMOVE EXIST. (STORM PIPE))	36.000	LNFT		
	B5090	20303-1600	REMOVAL OF PAVEMENT, ASPHALT	(VDOT SECTION 508 DEMOLITION OF PAVEMENT FLEXIBLE)	408.000	SQYD		
	B5100	20315-0000	SAWCUTTING PAVEMENT	(1 VDOT SECTION 703 LOOP SAWCUT 5/8")	252.000	LNFT		
	B5110	20315-0000	SAWCUTTING PAVEMENT	(2 VDOT SECTION 703 LOOP SAWCUT 3/8")	110.000	LNFT		
	B5120	20315-0000	SAWCUTTING PAVEMENT	(3 VDOT SECTION 315 NS SAW-CUT ASPH CONC)	2,244.000	LNFT		
	B5130	20401-0000	ROADWAY EXCAVATION	(VDOT SECTION 303 REGULAR EXCAVATION)	2,000.000	CUYD		
	B5140	20403-0000	UNCLASSIFIED BORROW	(VDOT SECTION 305 BORROW EXCAVATION)	3,000.000	CUYD		
	B5150	20403-0000	UNCLASSIFIED BORROW	(VDOT SECTION 305 SELECT MATL. TY. I MIN. CBR-30)	145.000	CUYD		
	B5160	21302-0000	LIME	(VDOT SECTION 306 LIME)	3.600	TON		
	B5170	25605-0000	PERFORMANCE TEST	(1 VDOT SECTION 700 TEST BORE)	1.000	EACH		
	B5180	25605-0000	PERFORMANCE TEST	(2 VDOT SECTION 700 NS UTILITIES TEST HOLE UNPAVED AREA)	3.000	EACH		
	B5190	30101-0000	AGGREGATE BASE	(1 VDOT SECTION 308 AGGR. BASE MATL. TY. I NO. 21B)	125.000	TON		

	B5200	30101-0000	AGGREGATE BASE	(2 VDOT SECTION 308 AGGR. BASE MATL. TY. I NO. 21A)	15.000	TON		
	B5210	30702-0000	CEMENT TREATED AGGREGATE COURSE	(VDOT SECTION 307 CEMENT STAB. AGGR. MATL. NO. 21A)	600.000	TON		
	B5220	40101-0100	ASPHALT CONCRETE PAVEMENT, GYRATORY MIX, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL	(VDOT SECTION 315 ASPHALT CONCRETE TY. SM-9.5E)	1,100.000	TON		
	B5230	40101-1300	ASPHALT CONCRETE PAVEMENT, GYRATORY MIX, 1-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL	(VDOT SECTION 315 ASPHALT CONCRETE TY. BM-25.0D)	450.000	TON		
	B5240	41301-0800	ASPHALT PAVEMENT MILLING, 3-INCH DEPTH	(VDOT SECTION 515 FLEXIBLE PAVEMENT PLANING ABOVE 2" - 4")	5,000.000	SQYD		
	B5250	56001-0000	REMOVAL OF CONCRETE BY HYDRODEMOLITION	(VDOT SECTION 508 DEMOLITION OF PAVEMENT RIGID)	32.000	SQYD		
	B5260	60101-0000	CONCRETE	(VDOT SECTION 302 504 CONCRETE CLASS A3 MISC)	0.700	CUYD		
	B5270	60101-0000	CONCRETE	(VDOT SECTION 700 CONCRETE FOUNDATION SIGNAL POLE PF-8)	8.000	CUYD		
	B5280	60103-4000	CONCRETE, FOUNDATION, LIGHT POLE	(1 VDOT SECTION 700 CONCRETE SIGN FOUNDATION STP-1, TYPE F)	10.000	EACH		
	B5290	60103-4000	CONCRETE, FOUNDATION, LIGHT POLE	(2 VDOT SECTION 700 CONCRETE FOUNDATION PF-2)	2.000	EACH		
	B5300	60103-4000	CONCRETE, FOUNDATION, LIGHT POLE	(3 VDOT SECTION 700 CONCRETE FOUND. CF-3)	1.000	EACH		
	B5310	60201-0500	15-INCH PIPE CULVERT	(VDOT SECTION 302 STORM SEWER PIPE 15")	565.000	LNFT		
	B5320	60201-0600	18-INCH PIPE CULVERT	(VDOT SECTION 302 STORM SEWER PIPE 18")	13.000	LNFT		
	B5330	60201-0800	24-INCH PIPE CULVERT	(VDOT SECTION 302 STORM SEWER PIPE 24")	36.000	LNFT		
	B5340	60403-0000	INLET	(1 VDOT SECTION 302 DROP INLET DI-3C,L=6')	1.000	EACH		
	B5350	60403-0000	INLET	(2 VDOT SECTION 302 DROP INLET DI-3B,L=4')	2.000	EACH		
	B5360	60403-0000	INLET	(3 VDOT SECTION 302 DROP INLET DI-3B,L=6')	1.000	EACH		
	B5370	60403-0000	INLET	(4 VDOT SECTION 302 DROP INLET DI-2B,L=4')	1.000	EACH		
	B5380	60403-0000	INLET	(5 VDOT SECTION 302 DROP INLET DI-5)	1.000	EACH		
	B5390	60403-0000	INLET	(6 VDOT SECTION 302 DROP INLET DI-3B,L=8')	1.000	EACH		

	B5400	60406-0000	INLET ADJUSTMENT	(VDOT SECTION 510 NS MODIFY EXIST. (DRAINAGE STRUCTURE))	2.000	EACH		
	B5410	60420-0000	OUTLET STRUCTURE	(VDOT SECTION 302 ENDWALL EW-12)	1.000	EACH		
	B5420	60501-0000	STANDARD UNDERDRAIN SYSTEM	(VDOT SECTION 501 UNDERDRAIN UD-4)	604.000	LNFT		
	B5430	60510-0200	3-INCH OUTLET PIPE	(VDOT SECTION 501 OUTLET PIPE)	26.000	LNFT		
	B5440	60901-1500	CURB, CONCRETE, 16 -INCH DEPTH	(VDOT SECTION 502 STD. CURB CG-3)	170.000	LNFT		
	B5450	60902-0900	CURB AND GUTTER, CONCRETE, 11-INCH DEPTH	(VDOT SECTION 502 STD. COMB. CURB & GUTTER CG-7)	2,200.000	LNFT		
	B5460	61501-0100	SIDEWALK, CONCRETE	(VDOT SECTION 504 HYDRAULIC CEMENT CONC. SIDEWALK 4")	55.000	SQYD		
	B5470	61509-0000	DETECTABLE WARNING PANELS	(VDOT SECTION 504 CG-12 DETECTABLE WARNING SURFACE)	7.100	SQYD		
	B5480	61901-1300	FENCE, CHAIN LINK	(VDOT SECTION 507 FENCE FE-CL)	20.000	LNFT		
	B5490	61921-1000	REMOVE AND RESET FENCE	(VDOT SECTION 510 RELOCATE EXISTING (FENCE))	1,135.000	LNFT		
	B5500	62401-0100	FURNISHING AND PLACING TOPSOIL, 2-INCH DEPTH		5,034.000	SQYD		
	B5510	62516-2000	MULCHING, HYDRAULIC METHOD	(VDOT SECTION 603 HYDRAULIC EROSION CONTROL PRODUCT TYPE 2)	4,423.000	SQYD		
	B5520	62516-2000	MULCHING, HYDRAULIC METHOD	(VDOT SECTION 603 HYDRAULIC EROSION CONTROL PRODUCT TYPE 3)	1,857.000	SQYD		
	B5530	62542-1000	SEEDING SUPPLEMENTS, SEED	(1 VDOT SECTION 603 LEGUME SEED)	8.000	LB		
	B5540	62542-1000	SEEDING SUPPLEMENTS, SEED	(2 VDOT SECTION 603 LEGUME OVERSEEDING)	6.000	LB		
	B5550	62542-1000	SEEDING SUPPLEMENTS, SEED	(3 VDOT SECTION 603 OVERSEEDING)	125.000	LB		
	B5560	62542-1000	SEEDING SUPPLEMENTS, SEED	(4 VDOT SECTION 603 FERTILIZER POTASSIUM - K)	49.000	LB		
	B5570	62542-1000	SEEDING SUPPLEMENTS, SEED	(5 VDOT SECTION 603 FERTILIZER NITROGEN - N)	80.000	LB		
	B5580	62542-1000	SEEDING SUPPLEMENTS, SEED	(6 VDOT SECTION 603 FERTILIZER PHOSPHOROUS - P)	97.000	LB		
	B5590	62542-1000	SEEDING SUPPLEMENTS, SEED	(7 VDOT SECTION 603 PERMANENT SEED)	156.000	LB		
	B5600	62901-0000	ROLLED EROSION CONTROL PRODUCT	(VDOT SECTION 606 ROLLED EROSION CTRL PRODUCT EC-3 TYPE 1)	2,507.000	SQYD		
	B5610	63304-0900	SIGNS, ALUMINUM PANELS, TYPE 3 SHEETING	(VDOT SECTION 701 SIGN PANEL)	108.000	SQFT		
	B5620	63305-0200	POSTS, STEEL, 2-INCH DIAMETER	(VDOT SECTION 700 SIGN POST STP-1, 2", 14 GAUGE)	44.000	LNFT		
	B5630	63401-0000	PAVEMENT MARKINGS	(1 VDOT SECTION 704 TYPE B CLASS I PVMT LINE MRKG 4")	7,648.000	LNFT		

	B5640	63401-0000	PAVEMENT MARKINGS	(2 VDOT SECTION 704 TYPE B CLASS I PVMT LINE MRKG 6")	125.000	LNFT		
	B5650	63401-0000	PAVEMENT MARKINGS	(3 VDOT SECTION 704 TYPE B CLASS I PVMT LINE MRKG 8")	580.000	LNFT		
	B5660	63401-0000	PAVEMENT MARKINGS	(4 VDOT SECTION 704 TYPE B CLASS I PAVE. LINE MARKING 24")	141.000	LNFT		
	B5670	63405-0050	PAVEMENT MARKINGS, SYMBOLS	(VDOT SECTION 704 PVMT SYMB MRKG SGL TURN ARROW TY B, CL I)	7.000	EACH		
	B5680	63501-0000	TEMPORARY TRAFFIC CONTROL	(VDOT SECTION 512-MAINTENANCE OF TRAFFIC ITEMS - STAGE 1)	ALL	LPSM		
	B5690	63501-0000	TEMPORARY TRAFFIC CONTROL	(VDOT SECTION 512-MAINTENANCE OF TRAFFIC ITEMS - STAGE 2)	ALL	LPSM		
	B5700	63602-1000	SYSTEM INSTALLATION, TRAFFIC SIGNAL	(1 VDOT SECTION 703 UNINTERRUPT. PWR SUPPLY CABINET DET)	1.000	EACH		
	B5710	63602-1000	SYSTEM INSTALLATION, TRAFFIC SIGNAL	(2 VDOT SECTION 703 LOCAL CONTROLLER, TY. B)	1.000	EACH		
	B5720	63602-3000	SYSTEM INSTALLATION, ELECTRICAL	(VDOT SECTION 700 ELECTRICAL SERVICE SE-5)	1.000	EACH		
	B5730	63610-0000	CONDUIT	(1 VDOT SECTION 700 BORED CONDUIT 3")	229.000	LNFT		
	B5740	63610-0000	CONDUIT	(2 VDOT SECTION 700 1" METAL CONDUIT)	45.000	LNFT		
	B5750	63610-0000	CONDUIT	(3 VDOT SECTION 700 2" PVC CONDUIT)	492.000	LNFT		
	B5760	63610-0000	CONDUIT	(4 VDOT SECTION 700 3" PVC CONDUIT)	397.000	LNFT		
	B5770	63610-0000	CONDUIT	(5 VDOT SECTION 700 1 1/4" METAL CONDUIT)	5.000	LNFT		
	B5780	63610-0000	CONDUIT	(6 VDOT SECTION 700 4" PVC CONDUIT)	5.000	LNFT		
	B5790	63611-0100	WIRE, ELECTRICAL CONDUCTORS, 14 AWG	(1 VDOT SECTION 700 14/2 CONDUCTOR CABLE)	363.000	LNFT		
	B5800	63611-0100	WIRE, ELECTRICAL CONDUCTORS, 14 AWG	(2 VDOT SECTION 700 14/7 CONDUCTOR CABLE)	852.000	LNFT		
	B5810	63611-0100	WIRE, ELECTRICAL CONDUCTORS, 14 AWG	(3 VDOT SECTION 700 16/3c CONDUCTOR CABLE)	90.000	LNFT		
	B5820	63611-0100	WIRE, ELECTRICAL CONDUCTORS, 14 AWG	(4 VDOT SECTION 700 14/2 CONDUCTOR CABLE SHIELDED)	1,461.000	LNFT		
	B5830	63611-0100	WIRE, ELECTRICAL CONDUCTORS, 14 AWG	(5 VDOT SECTION 700 14/1 ENCLOSED COND. CABLE)	722.000	LNFT		
	B5840	63611-0500	WIRE, ELECTRICAL CONDUCTORS, 6 AWG	(VDOT SECTION 700 6 CONDUCTOR CABLE)	356.000	LNFT		
	B5850	63611-1300	WIRE, COAXIAL CABLE TYPE 1	(VDOT SECTION 703 VIDEO DETECTION CABLE)	64.000	LNFT		
	B5860	63613-0000	SIGNAL HEAD	(1 VDOT SECTION 703 HANGER ASSEMBLY SMB-3, ONE WAY)	2.000	EACH		
	B5870	63613-0000	SIGNAL HEAD	(2 VDOT SECTION 703 PEDESTRIAN SIGNAL HEAD SP-9)	2.000	EACH		

	B5880	63613-0000	SIGNAL HEAD	(3 VDOT SECTION 703 HANGER ASSEMBLY SM-3, ONE WAY)	7.000	EACH		
	B5890	63613-0000	SIGNAL HEAD	(4 VDOT SECTION 703 NS HANGER ASSEMBLY SMD-2)	7.000	EACH		
	B5900	63613-0000	SIGNAL HEAD	(5 VDOT SECTION 703 TRAFFIC SIGNAL HEAD SECTION 12" HVS BACKPLATE)	22.000	EACH		
	B5910	63620-0800	POLE, TYPE TRAFFIC SIGNAL	(1 VDOT SECTION 700 MAST ARM 65')	1.000	EACH		
	B5920	63620-0800	POLE, TYPE TRAFFIC SIGNAL	(2 VDOT SECTION 700 SIGNAL MAST ARM POLE MP-3, TYPE C)	1.000	EACH		
	B5930	63620-0800	POLE, TYPE TRAFFIC SIGNAL	(3 VDOT SECTION 700 MAST ARM 40')	1.000	EACH		
	B5940	63620-0800	POLE, TYPE TRAFFIC SIGNAL	(4 VDOT SECTION 700 PEDESTAL POLE PF-2 12')	2.000	EACH		
	B5950	63621-3000	UTILITY BOX, JUNCTION BOX	(1 VDOT SECTION 700 JUNCTION BOX JB-S3)	1.000	EACH		
	B5960	63621-3000	UTILITY BOX, JUNCTION BOX	(2 VDOT SECTION 700 JUNCTION BOX JB-S1)	8.000	EACH		
	B5970	63621-3000	UTILITY BOX, JUNCTION BOX	(3 VDOT SECTION 700 JUNCTION BOX JB-S2)	2.000	EACH		
	B5980	63701-0000	FIELD OFFICE		1.000	EACH		
	B5990	64603-0000	FIXTURE	(1 VDOT SECTION 703 VIDEO DETECTION CAMERA)	1.000	EACH		
	B6000	64603-0000	FIXTURE	(2 VDOT SECTION 703 PEDESTRIAN ACTUATION PA-2)	2.000	EACH		
	B6010	64620-0000	REMOVE AND RESET	(VDOT SECTION 700 RELOCATE EXISTING 1 POST GROUND MOUNTED SIGN PANEL)	5.000	EACH		

Submitted By:

Schedule Total:

BID SUMMARY
Project VA ST FB KNGMN-WLKR GTS

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(1) Schedule A (Base Contract) BID Total (from Page B-7) = **(1) $_____**

(2) Schedule B (Government Option 1) BID Total (from Page B-12) = **(2) $_____**

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Total Price of Project (for evaluation purposes only)

EVALUATION TOTAL PRICE OF PROJECT =

(1) + (2) $_____

Maximum Time Allowed for the Contract if Schedules A and B are Awarded at the Same Time:

If the Government awards the contract as Schedules A + B, the performance period to complete all contract work will be **760 calendar days**.

-.-.-.

Bid Bond (See Instructions on Page 3)	Date Bond Executed (Must Not Be Later Than Bid Opening Date)	**OMB Control Number: 9000-0001** **Expiration Date: 1/31/2027**

Principal (Legal Name And Business Address)	Type Of Organization ("X" One) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other (Specify)
	State Of Incorporation

Surety(ies) (Name And Business Address)

Penal Sum Of Bond					Bid Identification	
Percent Of Bid Price	Amount Not To Exceed				Bid Date	Invitation Number
	Million(s)	Thousand(s)	Hundred(s)	Cents	For (Construction, Supplies Or Services)	

Obligation:

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

Conditions:

The Principal has submitted the bid identified above.

Therefore:

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

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

Witness:

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

Principal

Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1.	2.	3.	

Individual Surety(ies)

Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1.	2.

Corporate Surety(ies)

Surety A	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety B	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety C	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety D	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Surety E	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety F	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety G	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) TRANSPORTATION ACQUISITION REGULATION (TAR)
(Updated thru FAC 2026-01 on 3/13/2026)

52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: www.acquisition.gov

(End of Clause)

FAR & TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.202-1	DEFINITIONS	Jun-20	
52.203-3	GRATUITIES	Apr-84	
52.203-5	COVENANT AGAINST CONTINGENT FEES	May-14	
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	Jun-20	
52.203-7	ANTI-KICKBACK PROCEDURES	Jun-20	
52.203-8	CANCEL & RECOVER OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	May-14	
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	May-14	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Jun-20	
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	Nov-21	
52.203-14	DISPLAY OF HOTLINE POSTER(S)	Nov-21	
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEVIATION NOV 2025)	Jun-20	Contractor Mandatory Internet Data Input
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (DEVIATION NOV 2025)	Oct-16	Contractor Mandatory Internet Data Input
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEVIATION NOV 2025)	Jan-25	
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	Jan-25	
52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW	Feb-16	
52.214-26 ALT 1	AUDIT AND RECORDS -- SEALED BIDDING (ALT 1 - (MAR 09)) (DEVIATION OCT 2025)	Jun-20	
52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING	Jun-20	
52.214-28	SUBCONTRACTOR COST OR PRICE DATA -- MODIFICATIONS--SEALED BIDDING (DEVIATION OCT 2026)	Aug-20	
52.214-29	ORDER OF PRECEDENCE - SEALED BIDDING	Jan-86	
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	Apr-91	
52.214-35	SUBMISSION OF OFFERS IN THE U.S. CURRENCY	Apr-91	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	Jan-25	
52.219-9 ALT I	SMALL BUSINESS SUBCONTRACTING PLAN (ALT 1 - (Nov 16))	Jan-25	Large Business Mandatory Submittal Requirement
52.219-14	LIMITATIONS ON SUBCONTRACTING	Sep-21	
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	Sep-21	
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	Jan-25	
52.219-33	NONMANUFACTURER RULE	Sep-21	
52.222-3	CONVICT LABOR	Jun-03	
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS -- OVERTIME COMPENSATION	May-18	
52.222-5	CONSTRUCTION WAGE RATE REQUIREMENTS - SECONDARY SITE OF THE WORK	May-14	
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	Aug-18	Contractor Mandatory Wage Rates Posting

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2026-01 on 3/13/2026)

52.222-7	WITHHOLDING OF FUNDS	May-14	
52.222-8	PAYROLLS AND BASIC RECORDS	Jul-21	Contractor Weekly Payroll Submittals
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	Feb-88	
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	May-14	
52.222-12	CONTRACT TERMINATION -- DEBARMENT	May-14	
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	May-14	
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	Feb-88	
52.222-15	CERTIFICATION OF ELIGIBILITY	May-14	
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	Mar-26	
52.222-32	CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT (ACTUAL METHOD)	Aug-18	
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, & OTHER ELIGIBLE VETERANS	Jun-20	
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Jun-20	
52.222-37	EMPLOYMENT REPORTS ON VERTERANS	Jun-20	
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	Mar-15	
52.222-50	COMBATING TRAFFICKING IN PERSONS	Oct-25	
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	Jan-25	
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	Jan-22	
52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEVIATION XXX 2025)	May-24	http://www.biopreferred.gov
52.223-5	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION	May-24	
52.223-23	SUSTAINABLE PRODUCTS AND SERVICES (DEVIATION XXX 2025)	May-24	
52.226-7	DRUG-FREE WORKPLACE	May-24	
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	May-24	
52.227-1	AUTHORIZATION AND CONSENT	Jun-20	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Jun-20	
52.227-4	PATENT INDEMNITY-CONSTRUCTION CONTRACTS	Dec-07	
52.227-14	RIGHTS IN DATA - GENERAL	May-14	
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	Dec-07	
52.228-2	ADDITIONAL BOND SECURITY	Oct-97	Contractor Submittal Requirement
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	Jan-97	
52.228-11	INDIVIDUAL SURETY - PLEDGES OF ASSETS	Feb-21	
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	Dec-22	
52.228-14	IRREVOCABLE LETTER OF CREDIT	Nov-14	Contractor Submittal Requirement
52.228-17	INDIVIDUAL SURETY - PLEDGE OF ASSESTS BID GAURANTEE	Feb-21	
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	Feb-13	
52.230-2	COST ACCOUNTING STANDARDS	Jun-20	
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	Aug-20	
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	Jun-10	Contractor Submittal Requirement
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	May-14	
52.232-13	NOTICE OF PROGRESS PAYMENTS	Apr-84	
52.232-16	PROGRESS PAYMENT	Nov-21	
52.232-17	INTEREST	May-14	
52.232-18	AVAILABILITY OF FUNDS	Apr-84	
52.232-23	ASSIGNMENT OF CLAIMS	May-14	
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	Jan-17	
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT	Oct-18	
52.232-39	UNINFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	Jun-13	
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	Mar-23	

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2026-01 on 3/13/2026)

52.233-1 ALT 1	DISPUTES (ALT-1, DEC-91)	May-14	
52.233-3	PROTEST AFTER AWARD	Aug-96	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-04	
52.236-2	DIFFERING SITE CONDITIONS (DEVIATION AUG 2025)	Apr-84	
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (DEVIATION AUG 2025)	Apr-84	
52.236-5	MATERIAL AND WORKMANSHIP (DEVIATION AUG 2025)	Apr-84	
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (DEVIATION AUG 2025)	Apr-84	
52.236-7	PERMITS AND RESPONSIBILITIES (DEVIATION AUG 2025)	Nov-91	
52.236-8	OTHER CONTRACTS (DEVIATION AUG 2025)	Apr-84	
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES & IMPROVEMENTS (DEVIATION AUG 2025)	Apr-84	
52.236-10	OPERATIONS AND STORAGE AREAS (DEVIATION AUG 2025)	Apr-84	
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (DEVIATION AUG 2025)	Apr-84	
52.236-12	CLEANING UP (DEVIATION AUG 2025)	Apr-84	
52.236-13	ACCIDENT PREVENTION (DEVIATION AUG 2025)	Nov-91	Contractor Submittal Requirement
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (DEVIATION AUG 2025)	Apr-84	
52.236-17	LAYOUT OF WORK (DEVIATION AUG 2025)	Apr-84	
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (DEVIATION AUG 2025)	Feb-97	
52.240-92 ALT II	SECURITY REQUIREMENTS	Sep-25	
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	Jan-17	
52.242-13	BANKRUPTCY	Jul-95	
52.242-14	SUSPENSION OF WORK	Apr-84	
52.243-4	CHANGES (DEVIATION (JUL 2025)	Jun-07	
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION XXX 2025)	Oct-25	
52.245-1	GOVERNMENT PROPERTY	Sep-21	
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	Apr-12	
52.246-12	INSPECTION OF CONSTRUCTION	Aug-96	
52.249-2 ALT 1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (ALT-I, Sep-96)	Apr-12	
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	Apr-84	
52.253-1	COMPUTER GENERATED FORMS	Jan-91	
	TAR CLAUSES INCORPORATED BY REFERENCE		
1252.211-70	INDEX FOR SPECIFICATIONS	Nov-22	
1252.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	Nov-22	
1252.228-74	NOTIFICATION OF PAYMENT BOND PROTECTION	Nov-22	
	FAR & TAR PROVISIONS INCORPORATED BY REFERENCE		
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	Apr-84	
52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	Jun-88	
52.217-5	EVALUATION OF OPTIONS	Jul-90	

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2026-01 on 3/13/2026)

FAR & TAR CLAUSES INCORPORATED BY FULL TEXT

CLAUSE	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTELBLOWER RIGHTS	Nov-23	G	GEN'L CONTRACT REQS.	
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS - REPRESENTATION	Jan-17	G	GEN'L CONTRACT REQS.	
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	Jan-17	G	GEN'L CONTRACT REQS.	
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (DEVIATION NOV 2025)	Nov-25	G	GEN'L CONTRACT REQS.	Contractor Mandatory Internet Data Input
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	Oct-18	G	GEN'L CONTRACT REQS.	
52.211-12	LIQUIDATED DAMAGES - CONSTRUCTION	Sep-00	H	CONSTR. CONTRACTS REQS	Government Fill In
52.217-7	OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM	Mar-89	H	CONSTR. CONTRACTS REQS	Government Fill In
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	Oct-22	F	SOCIOECON PROG REQS	Contractor Fill In
52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS	Apr-26	G	GEN'L CONTRACT REQS.	
52.223-3 ALT I	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALT-I, JUL-95)	Feb-21	G	GEN'L CONTRACT REQS.	Contractor Submittal Reqs
52.223-4	RECOVERED MATERIAL CERTIFICATION	May-08	G	GEN'L CONTRACT REQS.	Contractor Submittal Reqs
52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGN ITEMS	May-08	G	GEN'L CONTRACT REQS.	Contractor Reporting Reqs
52.225-11 ALT I	BUY AMERICAN - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (ALT 1 - MAY-26)	May-26	F	SOCIOECON PROG REQS	
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION	Jun-20	G	GEN'L CONTRACT REQS.	Contractor Submittal Reqs
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS	Sep-25	G	GEN'L CONTRACT REQS.	
52.240-93	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	Sep-25	G	GEN'L CONTRACT REQS.	
52.248-3 Alt 1	VALUE ENGINEERING - CONSTRUCTION (ALT -I APR-84)	Oct-25	H	GEN'L CONTRACT REQS.	Contractor Submittal Reqs
	TAR CLAUSES INCORPORATED BY FULL TEXT				
1252.232-70	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (Deviation 8-25) AMENDMENT 01	Nov-22	G	GEN'L CONTRACT REQS.	
FAR PT 22.9	NONDISCRIMINATION BECAUSE OF AGE POLICY	Feb-64	F	SOCIOECON PROG REQS	Executive Order 11141-Not A Clause

52.252-1 Solicitation Provisions Incorporated By Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by the paragraph identifie and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision my be accessed electronically at this address:www.acquisition.gov
(End of Clause)

FAR & TAR PROVISIONS INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.209-13	VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION	Nov-21	
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS	Dec-89	
52.214-4	FALSE STATEMENTS IN BIDS	Apr-84	
52.214-5	SUBMISSION OF BIDS (DEVIATION OCT 2026)	Mar-97	
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS	Apr-84	
52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (DEVIATION OCT 2025)	Nov-99	
52.214-18	PREPARATION OF BIDS -- CONSTRUCTION	Apr-84	
52.214-19	CONTRACT AWARD -- SEALED BIDDING -- CONSTRUCTION	Aug-96	
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATION	Feb-24	
52.219-2	EQUAL LOW BIDS	Oct-95	

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) TRANSPORTATION ACQUISITION REGULATION (TAR)
(Updated thru FAC 2026-01 on 3/13/2026)

FAR PROVISIONS INCORPORATED BY FULL TEXT

PROVISION	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Sep-24	F		
52.204-7	SYSTEM FOR AWARD MANAGEMENT (DEVIATION NOV 2025)	Nov-25	D	REPS & CERTIFICATIONS	Contractor Mandatory Internet Data Input
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	Aug-20	K		
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	Oct-18	K		
52.211-4	AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN GSA INDEX OF FEDERAL SPECIFICATION, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS	Jun-88	E	INSTRUCTIONS TO BIDDERS	Government Fill In
52.216-1	TYPE OF CONTRACT	Apr-84	E	INSTRUCTIONS TO BIDDERS	Government Fill In
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	Feb-16	K		Contractor Annual Mandatory Reporting Requirement
52.225-12 ALT I & ALT II	NOTICE TO BUY AMERICAN REQUIREMENT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (ALT 1 MAY-14) (ALT II - NOV-23)	May-26	F	SOCIOECON PROG REQS	
52.228-1	BID GUARANTEE	Sep-96	E	INSTRUCTIONS TO BIDDERS	Contractor Submittal Reqs
52.233-2	SERVICE OF PROTEST	Sep-06	E	INSTRUCTIONS TO BIDDERS	Government Fill In
52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS	9/9/2025	D	REPS & CERTIFICATIONS	
	OTHER PROVISIONS INCORPORATED BY FULL TEXT				
36.101-4	DISTRIBUTION OF ADVANCE NOTICES AND SOLICITATIONS	Aug-25	H	CONSTR. CONTRACTS REQS	

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION PROVISIONS
(Updated through FAC 2026-01)

REPRESENTATIONS AND CERTIFICATIONS

Annual Representations and Certifications:
In accordance with Federal Acquisition Regulation (FAR) 52.204-7 (DEVIATION NOV 2025), prospective contractors shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer in response to this solicitation and at the time of award. In accordance with FAR 52.204-13 (DEVIATION NOV 2025), contractors shall maintain an active Federal Government contracts registration in SAM during contract performance and through final payment under a contract. To maintain an active registration in SAM, contractors shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete. To register in SAM, go to https://www.sam.gov.

Vets4212 Form must also be filled-in online at http://www.dol.gov/vets/vets4212.htm in accordance with FAR Clause 52.222-37.

CONTRACTORS ARE NOT ELIGIBLE FOR AWARD WITHOUT COMPLETING THESE REQUIREMENTS.

52.204-7 System for Award Management—Registration (DEVIATION NOV 2025)
The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

(a) *Definitions*. As used in this provision—
Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.
Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.
Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.
Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).
Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:
(1) *Unique entity identifier (UEI)*.
(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.
(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.
(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.
(2) *Taxpayer identification number (TIN)*.
(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and
(3) *Commercial and Government Entity (CAGE) code*.
(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—
(A) Itself;
(B) Its immediate owner(s), if any;
(C) Its highest-level owner, if any; and
(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.
(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION PROVISIONS
(Updated through FAC 2026-01)

REPRESENTATIONS AND CERTIFICATIONS

CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.
(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).
(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.
(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.
(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Sep 2025)
(a) *Definitions.* As used in this provision-—
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.
Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.
Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION PROVISIONS

(Updated through FAC 2026-01)

REPRESENTATIONS AND CERTIFICATIONS

Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.
Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.
(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).
(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, excepts waived by the solicitation, or as disclosed in

paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry(that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.
(f) *Iran Representation and Certifications*.
(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $10,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION PROVISIONS
(Updated through FAC 2026-01)

REPRESENTATIONS AND CERTIFICATIONS

pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)
(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1)of this provision do not apply if—
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State atCISADA106@state.gov.
(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM)number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor(provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to

determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

(End of Section D)

FEDERAL ACQUISITION REGULATION & TRANSPORTATION ACQUISITION REGULATION PROVISIONS

INSTRUCTIONS TO BIDDERS

(Updated through FAC 2026-01)

52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (Jun 1988)

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

All documents are available for direct download from the following website: https://sam.gov/.

(End of Provision)

52.216-1 TYPE OF CONTRACT (Apr 1984)

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

(End of Provision)

52.228-1 -- Bid Guarantee (Sep 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds --

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **20** percent of the bid price or $**3,000,000.00**, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference. **(End of Provision)**

52.233-2 SERVICE OF PROTEST (Sep 2006)

a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
QUANTUM PARK
22001 LOUDOUN COUNTY PARKWAY
SUITE E2-3-300
ASHBURN, VA 20147

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

(End of Provision)

PROJECT SITE VISIT POINT OF CONTACT INFORMATION:

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are highly encouraged to inspect the site where the work will be performed.

Site visits may be arranged during normal duty hours by contacting:

Name: Ms. Jennifer Wagner
Land Use Permit Supervisor
Fairfax/Arlington

Telephone: 703-259-2391

Email: Jennifer.Wagner@vdot.virginia.gov

Address: 4975 Alliance Dr
Fairfax, VA 22030

Site visit point of contact is not available for answering any questions.

Please send all questions concerning construction projects to eflhd.contracts@dot.gov. Include the solicitation number, project name, number, requesting firm, address, a point of contact and telephone number.

(End of Section E)

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES SOCIOECONOMIC PROGRAM REQUIREMENTS (Updated through FAC 2026-01)

FAR SUBPART 22.9 - NONDISCRIMINATION BECAUSE OF AGE POLICY (FEB 64)

22.901 Policy. Executive Order 11141, February 12, 1964 (29 CFR 2477), states that the Government policy is as follows:

(a) Contractors and subcontractors shall not, in connection with employment, advancement, or discharge of employees, or the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

(b) Contractors and subcontractors, or persons acting on their behalf, shall not specify in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

(c) Agencies will bring this policy to the attention of contractors. The use of contract clauses is not required.

(End of Policy Statement)

52.203-11 -- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)

As prescribed in 3.808(a), insert the following provision:

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference it his provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalties.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of Provision)

52.219-4 - Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022)

As prescribed in 19.1309(b), insert the following clause:

(a) Evaluation preference.
(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
(ii) Otherwise successful offers from small business concerns.
(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.
(b) *Waiver of evaluation preference*. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.
□ Offeror elects to waive the evaluation preference.
(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of Provision)

52.225-11 -- Buy American--Construction Materials Under Trade Agreements (May 2026)

(a)Definitions. As used in this clause—

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C.40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if—

(A)The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i)The cost of domestic construction material would be unreasonable.

(A)For domestic construction material that is not a critical item or does not contain critical components.

(1)The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2)For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material

that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3)The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B)For domestic construction material that is a critical item or contains critical components.(1)The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2)For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

(3)The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d)Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

Alternate I (May 2026). As prescribed in 25.1102(c)(3), add

the following definition of "Bahraini, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:
"Bahraini, Mexican, or Omani construction material" means a construction material that-
(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.
(b) Construction materials. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, United States-Mexico-Canada Agreement, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahraini, Mexican, or Omani construction materials.
(2) The Contractor shall use only domestic or designated country construction material other than Bahraini, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

52.225-12 Notice of Buy American Requirement—Construction Materials Under Trade Agreements. (May 2026)
(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).
(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
(c) *Evaluation of offers*.
(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.
(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
(d) *Alternate offers.*
(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--
(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

(End of Provision)

Alternate I (May 2014). As prescribed in 25.1102(d)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:
(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

Alternate II (Nov 2023). As prescribed in 25.1102(d)(3), add the definition of "Bahraini, Mexican, or Omani construction material" to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) *Alternate offers.*
(1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahraini, Mexican, or Omani construction material.
(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahraini, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested--
(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

MINIMUM WAGE SCHEDULE

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

Executive Order 14026 (Increasing the Minimum Wage for Federal Contractors) was rescinded on March 14, 2025. Consult with the Department of Labor for guidance related to the wage determinations.

General Decision Number: VA20260116 05/18/2026

State: **Virginia**

Construction Types: **Highway**

Counties: Virginia Counties of
Fairfax, Fairfax* and Falls Church*

* Designates Independent City

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ELEC0080-011 06/01/2025

	Rates	Fringes
ELECTRICIAN, INCLUDES TRAFFIC SIGNALIZATION	$ 36.85	14.13

LABO0011-011 09/01/2025

	Rates	Fringes
LABORER: COMMON OR GENERAL	$ 23.06	8.74

LABO0011-012 09/01/2020

	Rates	Fringes

LABORER: ASPHALT SHOVELER.....$ 20.59
7.69
LABORER: ASPHALT RAKER.....$ 21.51
7.69

PLAS0891-011 06/01/2020

Rates
Fringes
CEMENT MASON/CONCRETE FINISHER.....$ 20.70
8.03

SUVA2016-052 07/02/2018

Rates
Fringes
TRUCK DRIVER: SINGLE & MULTI AXLE.....$ 18.94
3.02
TRUCK DRIVER: HEAVY OVER 7 CY.....$ 18.05
0.00
TRUCK DRIVER: FUEL AND LUBRICANT SERVICE.....$ 18.25
0.00
TRUCK DRIVER : HEAVY 7CY & UNDER.....$ 15.53
0.00
TRAFFIC CONTROL: FLAGGER.....$ 13.64
0.00
PAVEMENT MARKING TRUCK DRIVER.....$ 18.78
0.00
PAVEMENT MARKING OPERATOR.....$ 22.15
0.00
OPERATOR: BULLDOZER, INCLUDING UTILITY.....$ 20.64
0.00
OPERATOR: ASPHALT SPREADER AND DISTRIBUTOR.....$ 20.50
2.16
OPERATOR: SCREED.....$ 22.13
4.89
OPERATOR: ROLLER (FINISHING).....$ 18.73
3.23
OPERATOR: ROLLER.....$ 18.92
0.00
OPERATOR: PILEDRIVER.....$ 21.83
4.08
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND
CONCRETE).....$ 21.39
2.98
OPERATOR: PAVEMENT PLANER GROUNDSMEN.....$ 19.75
0.00
OPERATOR: PAVEMENT PLANER.....$ 21.14
0.00

OPERATOR: MILLING MACHINE.....$ 23.19
2.94
OPERATOR: MECHANIC.....$ 22.84
0.00
OPERATOR: LOADER.....$ 18.92
0.00
OPERATOR: HYDROSEEDER.....$ 16.64
0.00
OPERATOR: GRADER/BLADE.....$ 23.21
0.00
OPERATOR: GRADALL.....$ 19.26
0.00
OPERATOR: DRILL.....$ 24.89
0.00
OPERATOR: CRANE.....$ 29.46
0.00
OPERATOR: BROOM/SWEEPER.....$ 17.40
2.01
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....$ 19.00
3.49
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....$ 23.93
0.00
LABORER: POWER TOOL OPERATOR.....$ 15.69
0.00
LABORER: PIPELAYER.....$ 20.48
0.00
LABORER: GRADE CHECKER.....$ 14.88
0.00
IRONWORKER, STRUCTURAL.....$ 34.18
0.00
IRONWORKER, REINFORCING.....$ 34.18
0.00
FENCE ERECTOR.....$ 15.28
0.00
CARPENTER, INCLUDES FORM WORK.....$ 20.97
0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than □SU□, □UAVG□, □SA□, or □SC□ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The □SU□ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

□SU□ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The □SA□ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the □SA□ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or

by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

GENERAL CONTRACT REQUIREMENTS

(Updated through FAC 2026-01)

52.203-17 - Contractor Employee Whistleblower Rights (Nov 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.203-18 - Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

(a) *Definition*.
"Internal confidentiality agreement or statement," "subcontract", and "subcontractor", as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.
(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
(d) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(End of provision)

52.203-19 - Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

(a) *Definitions*. As used in this clause–
"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.
"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.
(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).
(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.
(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.204-13 System for Award Management—Maintenance (DEVIATION NOV 2025)

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

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.

(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees*.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.209-9 – Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov/.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the

Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.222-90 – Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION APR 2026)
As prescribed in FAR 22.2203:
(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.
(b) In connection with the performance of work under this contract, the Contractor agrees as follows:
(1) The Contractor will not engage in any racially discriminatory DEI activities.
(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause.
(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts.
(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer.
(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).
(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, for which the place of delivery or performance is in the United States.

(End of clause)

52.223-3 - Hazardous Material Identification and Material Safety Data (Feb 2021) Alt I (Jul 1995)
(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (**If none, insert "None"**)	Identification No.
None	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.
(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
(i) Apprise personnel of the hazards to which they

may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document, which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of Clause)

52.223-4 - Recovered Material Certification (May 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of Clause)

52.223-9 - Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)

(a) Definitions. As used in this clause—

"Post consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post consumer material content; and

(2) Submit this estimate to:

Federal Highway Administration
Eastern Federal Lands Highway Division
ATTN: Contracting Officer
Quantum Park
22001 Loudoun County Parkway
Suite E2-3-300
Ashburn, VA 20147

(End of Clause)

52.228-15 - Performance and Payment Bonds – Construction (Jun 2020)

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

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A*). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service

Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782

Or via the internet at http://www.fms.treas.gov/c570/ .

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c))*. Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of Clause)

52.240-91 Security Prohibitions and Exclusions (Sep 2025)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network).Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation(or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD)and national security systems other than sensitive compartmented information systems. This type offices order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2)of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—
(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
(i) Of that equipment; or
(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g. Connecting a customer of telephone provider A to a customer of telephone company B) or sharing data another information resources.
Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.
Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft)

that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft(i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A,Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system(paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.
(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A)of Iran Sanctions Act (50 U.S.C. 1701 note).
(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $10,000) with Iran's RevolutionaryGuard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
(e) *Governmentwide exclusion and removal orders*.
(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts, DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management(SAM) at https://www.sam.gov to locate applicable FASCSA orders.
(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
(h) *General report*.
(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within72 hours:
(i) Contract number and order number, if applicable;
(ii) The specific prohibition the product or service is not complying with;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM)number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor(provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.
(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website athttps://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask fora waiver

of the requirements of a new FASCSA order being applied through modification.
(i) *New FASCSA orders report*.
(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government roused during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.
(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.240-93 - Basic Safeguarding of Covered Contractor Information Systems (Sep 2025)

(a) Definitions. As used in this clause—
Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.
Federal contract information—
(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but
(2) Does not include information provided by the Government to the public (such as on public websites)or simple transactional information (such as information necessary to process payments).
Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual(Committee on National Security Systems Instruction (CNSSI) 4009).
Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).
Safeguarding means measures or controls that are prescribed to protect information systems.
(b) *Safeguarding requirements*.
(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:
(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
(iii) Verify and control/limit connections to and use of external information systems.
(iv) Control information posted or processed on publicly accessible information systems.
(v) Identify information system users, processes acting on behalf of users, or devices.
(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
(xii) Identify, report, and correct information and information system flaws in a timely manner.
(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
(xiv) Update malicious code protection mechanisms when new releases are available.
(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled

unclassified information(CUI) as established by Executive Order 13556.
(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

Local Clause:

U.S. Department of Transportation
Federal Highway Administration
(TAR Class Deviation 2025-02) Amendment 01

1252.232-70 Electronic Submission of Payment Requests.

Electronic Submission of Payment Requests (NOV 2022)

(a) Definitions. As used in this clause—
(1) Contract financing payment has the meaning given in FAR 32.001.
(2) Payment request means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices," this clause, and the applicable Payment clause included in this contract.
(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.
(4) Invoice payment has the meaning given in FAR 32.001.
(b) Electronic payment requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.
(c) Processing system. The Department of Transportation utilizes the DELPHI system for processing invoices. The DELPHI module for submitting invoices is called iSupplier. Access to DELPHI is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform login.gov. Vendors submitting invoices are required to submit invoices via iSupplier (DELPHI) and authenticated via www.login.gov.
(d) Invoice requirements. To receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in iSupplier (DELPHI) shall contain the following:
(1) Invoice number and invoice date.
(2) Period of performance covered by invoice.
(3) Contract number and title.
(4) Task/Delivery Order number and title (if applicable).
(5) Amount billed (by CLIN), current and cumulative.
(6) Total ($) of billing.
(7) Cumulative total billed for all contract work to date.
(8) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.
(9) Travel. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.
(10) The following statement "The Contractor certifies that, by submitting this invoice to the Government, the supplies and/or services billed have been shipped, rendered, or delivered in accordance with instructions issued by the ordering officer; that they are reflected in the quantities and/or period of performance stated on the invoice; and that such supplies and/or services conform to the quantity and quality requirements specified in the applicable contract, order, or blanket purchase agreement.

Furthermore, pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Contractor certifies that it is in compliance with the Equal Protection principles of the Constitution and all applicable Federal anti-discrimination laws, and acknowledges that such compliance is material to the Government's payment decision under the False Claims Act (31 U.S.C. § 3729(b)(4)). The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023)."

(e) Payment system registration. All persons accessing the iSupplier (DELPHI) will be required to have their own unique user ID and password and be credentialed through login.gov.
(1) Electronic authentication. See www.login.gov for instructions.
(2) To create a www.login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then www.login.gov will reply with an email confirming the email address.
(3) iSupplier (DELPHI) registration instructions: New users should navigate to: http://einvoice.esc.gov to establish an account. Users are required to log in to iSupplier (DELPHI) every 45 days to keep it active.
(4) Training on DELPHI. To facilitate use of DELPHI, comprehensive user information is available at http://einvoice.esc.gov.
(5) Account Management. Vendors are responsible to contact their assigned COR when their firm's points of contacts will no longer be submitting invoices, so they can be removed from the system.
(f) Waivers. For contractors/vendors who are unable to utilize DOT's DELPHI system, waivers may be considered by DOT on a case-by-case basis. Vendors should contact their Contracting Officer's Representative (COR) for

procedures.
(g) Exceptions and alternate payment procedures. If, based on one of the circumstances set forth in 1232.7002 (a) or (b), and the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. If DELPHI is succeeded by later technology, the Contracting Officer will supply the Contractor with the latest applicable electronic invoicing instructions.

(End of clause)

(End of Section G)

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

CONSTRUCTION CONTRACT REQUIREMENTS

(Updated through FAC 2026-01)

52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **(SEE SUBSECTION 108.04 OF THE FP AND/OR SPECIAL CONTRACT REQUIREMENTS FOR AMOUNT)** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within ***1 day.*** Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

Local Clause:

U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition Management
Acquisition Procedural Memorandum (APM)

Title:	**Past Performance Evaluation of Contractors**
Number:	**002-E**
Effective Date:	**June 24, 2024**
Cross References:	**Federal Acquisition Regulation (FAR): 42.1502, 42.1503, and 15.304** **Transportation Acquisition Manual 1242.1500** **DOT DASH 2023-01**

Purpose: This Acquisition Procedural Memorandum is revised to clarify that a Contractor Performance Assessment Report (CPAR) shall be completed for each order meeting reporting thresholds placed against Basic Ordering Agreements and Blanket Purchase Agreements and to incorporate the updated requirements of Transportation Acquisition Manual (TAM) Note No. 2024-01.

Background: The Federal Acquisition Regulation (FAR) requires that contractor performance information be collected (FAR Part 42) and used in source selection evaluations (FAR Part 15). FAR Subpart 42.1502 requires all agencies prepare an evaluation of contractor performance for each contract in excess of the Simplified Acquisition Threshold (SAT), with the exception of construction and architect-engineering contracts which have thresholds detailed below. Interim evaluations shall also be prepared to provide current information for source selection purposes, for contracts or orders with a period of performance over one year, including options.

Effective October 1, 2010, all Department of Transportation Operating Administrations (OAs) were required to use CPARS to complete interim and final past performance evaluations on contractors. General information on the use of this Internet-based system can be found at the CPARS site located at *http://www.cpars.gov/*.

Applicability:

A. General Requirements/Procedures

This APM applies to all contracts (supplies and/or services >$350,000, construction contracts >$900,000, architect-engineering contracts >$45,000). This includes orders placed against a Federal Supply Schedule contract and orders against contracts awarded by another agency. For Basic Ordering Agreements, a Contractor Performance Assessment Report (CPAR) should only be completed for each order meeting the reporting threshold. When an indefinite-delivery contract or a Blanket Purchase Agreement (BPA) will be used by one Program Office, one CPAR can be completed; however, more than one CPAR can be written if the Contracting Officer determines it is necessary. When multiple Program Offices will use the indefinite-delivery contract or BPA, separate CPARs are required for each program office. Under no circumstances shall one CPAR be written for multiple vendors.

Combining orders into one CPAR is not feasible when the individual orders are significantly different. When orders are combined, the narrative describing the contractor's performance on each order, both positive and negative, must be included so that the breadth and quality of information is available for source selection official use.

Both acquisition and program office personnel are required to participate in these electronic assessments.

B. Exceptions

1. This procedure does not apply to the following:

    1. Contracts awarded under FAR Part 8.6, Acquisition from Federal Prison Industries;

    2. Assistance Agreements (grants and cooperative agreements);

    3. Test Program for Certain Commercial Items or commercial item awards if simplified

acquisition procedures are used. In cases where simplified acquisition procedures are not used, this APM would be applicable to the award of all commercial items/services in excess of the SAT;

4. Inter/intra-agency Agreements;

5. Expired contracts subject to the exception at Section I of this memorandum; and

6. Contracts awarded under Subpart 8.7 (Acquisition from Nonprofit Agencies Employing People Who Are Blind or Severely Disabled).

C. General Guidelines

The Office of Acquisition Policy and Oversight (HCFA-10) or Federal Lands Highway Division Focal Points in their respective locations will register contracts in CPARS within 30 calendar days from date of award. All evaluations are due within 120 calendar days after the end of the assessment period.

CPARS collects contractor performance information and passes it to the Past Performance Information Retrieval System (PPIRS). PPIRS is the Government wide performance information repository with performance information from all Federal Government agencies. CPARS hosts a suite of web-enabled applications that are used to collect the contractor performance information required by Federal Regulations. CPARS Automated Information System (AIS) collection tool and other CPARS information can be accessed at the CPARS site.

All CPARS information is treated as "For Official Use Only/Source Selection Information" in accordance with FAR 2.101 and FAR 3.104. A CPAR contains sensitive data concerning a contractor and their performance. Disclosure of such information could cause harm to the commercial interest of the Government and to the competitive position of the contractor being evaluated. Distribution of CPARs among agencies will be made solely through the use of PPIRS.

D. Access

Only Government employees can be CPARS Focal Points. The Focal Point registers contracts and sets up user access that restricts access on a contract-by-contract basis, based on an individual's assigned responsibility in the process. Access to CPARS and other performance information will be restricted to those individuals with an official need to know.

Focal Points can request a User ID by completing the Focal Point Access Request Form. All other roles (Assessing Official, Assessing Official Rep, etc.) will receive a User ID once the person is assigned a role by the Focal Point for a contract in CPARS.

E. Roles

1. **Focal Point:** The Focal Point coordinates CPARS access, assigning access authorization for Government and Contractor personnel, and registers contracts that will require a contractor performance assessment. The Focal Point assists the Assessing Official in implementing the automated CPARS process by providing training and helping with administrative matters to ensure that assessments are completed in a timely manner and are of high quality.

2. **Assessing Official Representative (AOR):** The Assessing Official Representative has the authority to initiate and update assessments, but does not have the authority to send the assessment to the Contractor Representative or to finalize an assessment.

3. **Assessing Official (AO):** The Assessing Official is responsible for evaluating contractor performance and for validating the proposed ratings and remarks entered by the Assessing Official Representative(s). Assessing Officials have "signature" authority and are allowed to forward assessments to the Contractor Representative for review and comment. After receiving and reviewing contractor comments, the Assessing Official has the authority to close, modify, and/or forward the assessment to the Reviewing Official.

4. **Contractor Representative:** The Contractor Representative is responsible for reviewing and commenting on proposed ratings and remarks for all assessments forwarded by the Government Assessing Official.

5. **Reviewing Official:** The Reviewing Official is responsible for ensuring that the assessment is a fair and accurate assessment of the Contractor's performance for the specific contract/order and performance period. The Reviewing Official must acknowledge consideration of any significant discrepancies between the Assessing Official's assessment and the Contractor's remarks.

F. Responsibilities

1. **Contract Specialists**. In HCFA Contract Specialists are responsible for completing the CPARS Registration Request Form and forwarding to HCFA-10 for processing within ten calendar days of contract award. Contract Specialists will be assigned as either Assessing Official Representatives to assist the Contracting Officer and COR with the evaluation, or as the Assessing Official based on the Contracting Officer's determination for each contract.

   In FLH – The contract specialist will register the contract in CPARS or will provide information to a

focal point who will then register the contract in CPARS.

2. **The Office of Acquisition Policy and Grants Oversight (HCFA-10)**: HCFA-10 is responsible for the implementation of this procedure, CPARS training, evaluating compliance metrics, and registering contracts and assigning roles in CPARS. HCFA-10 will provide monthly CPARS Status Reports to Division Chiefs and Team Leaders. Federal Lands Highway Division will continue to have Focal Points in their respective locations. The **Focal Points** will register all contracts and assign roles in CPARS within 30 calendar days following contract/order award.

3. **COR**. In HCFA, upon receiving notice from the Contract Specialist and/or a system-generated email, the COR shall complete the required evaluation form (outside of CPARS) allowing for the requisite Contract Specialist to enter the required performance details in CPARS. The COR will be given no more than 30 calendar days to complete the form and return the form to the Contract Specialist.

   In WFLHD, upon receiving notice from the CO or Acquisition Assistant, the COR shall complete the required evaluation (outside of CPARS) allowing the CO or Acquisition Assistant to enter the required performance details in CPARS based on information received from the COR on a paper copy of the evaluation.

   In EFLHD, for construction contracts, the CORs are the Accessing Official Representative and will receive an automated email message alerting them they must complete an evaluation. The COR must complete their evaluation in CPARS within 30 calendar days of receipt of email notification.

   In CFLHD, the CORs/Project Managers are the Accessing Official Representative and will receive an automated email message alerting them they must complete an evaluation. The COR must complete their evaluation in CPARS within 30 calendar days of receipt of email notification.

4. **Contracting Officers**. In HCFA and WFLHD, Contracting Officers (or designated Contract Specialists) are responsible for reviewing evaluation information as provided by the CORs to be submitted into CPARS, forwarding evaluations to the contractor, and reviewing the evaluation for accuracy before it is finalized in CPARS. The requirement to complete past performance evaluations shall be identified in the COR delegation letter.

   The Contracting Officer or his designee is designated as the **Assessing Official** in CPARS. The Assessing Official (Contracting Officer) and Assessing Official Representative (Contract Specialist) will receive a system generated email to initiate evaluations for contracts 90 days prior to the exercise of options (12-month period) or, for contracts without options, 90 days prior to the end of the period of performance. Coordination will be required outside of CPARS for reminders to initiate an evaluation in CPARS for option periods that are less than 12 months. Once the Assessing Official Representative (Contract Specialist) has completed the evaluation, the Assessing Official will review the evaluation and forward the evaluation to the contractor representative. Only the Assessing Official has the authority to forward assessments to the contractor representative for review and comment. Once the contractor evaluation phase is completed, and any comments resolved, the evaluation should be saved and finalized by the Assessing Official. A hardcopy shall be placed in the contract file.

   In EFLHD, for A/E contracts, the Assessing Official is the A/E Coordinator. The CO serves as the Reviewing Official.

   In CFLHD, the Assessing Official for construction and construction inspection contracts is the Construction Branch Chief. The Assessing Official for A/E contract/task orders is the Project Management Branch Chief.

5. **Contractor Representative**. The Contractor Representative is responsible for reviewing and commenting on proposed ratings and remarks for all assessments forwarded by the Assessing Official. Contractors are not required to complete the evaluation in CPARS. Their participation is completely voluntary. If the contractor does not respond within 60 calendar days, the Assessing Official will presume that the contractor has no comment and forward the evaluation to the Reviewing Official to sign and finalize the evaluation in CPARS.

6. **Reviewing Official**. The Reviewing Official is the final authority on disagreements between the contractor and Government for past performance evaluations. The Reviewing Official must review and sign the assessment when the contractor indicates non-concurrence with the CPAR or when the contractor is non-responsive.

   In HCFA and WFLHD, the Reviewing Official is one level above the CO.

   In EFLHD, the Reviewing Official is the CO.

   In CFLHD, the Reviewing Official is the Acquisitions Team Leader.

7. **Directors**: Office Directors are responsible for the implementation of this procedure by ensuring that Contracting Officers and Contract Specialists receive CPARS training, ensuring that contracts are provided for registration, and ensuring that all CPARs are finalized. CPARS training is available online and periodically in classroom settings.

G. Handling of Past Performance Information and File Documentation

A copy of the interim and final past performance evaluations shall be kept in the contract file. The evaluation will become available in PPIRS 15 days following the AO's evaluation signature date. The evaluation will be available in PPIRS with or without contractor comments and whether or not it has been closed by the AO. If no contractor comments have been provided at day 15, the evaluation will be marked as "Pending" in PPIRS. Contractor comments may be provided up to 60 days following the AO evaluation signature date, and will be updated to PPIRS on a daily basis. Once the evaluation has been closed by the AO, the "Pending" marking will be removed in PPIRS.

H. Terminations

A CPAR shall be completed on any contract terminated by the Government, regardless of the contract value, document the reason for the termination, prior to recording the termination in FAPIIS.

I. Closeouts

A CPAR shall be completed on each contract (supplies and/or services >$350,000, or construction contracts >$900,000, or architect-engineering contracts >$45,000) prior to closeout unless the individual assessing the contractor's performance:

1) is not available,
2) does not have sufficient knowledge of the contractor's performance for the period in question,
3) does not have documentation to support narratives and ratings for the period in question, or
4) has not periodically communicated with the contractor regarding performance for the period in question.

When a CPAR is not completed due to one of the listed reasons, the contract file shall be documented to that effect.

J. Contract Clause

The FHWA-specific contract clause included in (Attachment A) to this APM shall be included in all solicitations and contracts for supplies and/or services >$350,000, or construction contracts >$900,000, or architect-engineering contracts >$45,000.

Attachment A
APM 002-C

POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Supplies and/or services >$350,000, or construction contracts >$900,000, or architect-engineering contracts >$45,000.

Contractor Performance Evaluations

a. Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.1502 and TAM 1242.1502. The final performance evaluations will be prepared at the time of completion of work.
b. The Contractor can elect to review the evaluation and submit additional information or provide a rebuttal statement. The contractor will be permitted 60 calendar days to respond from the date of receipt of the evaluation. Contractor response is voluntary. If the contractor does not respond within 60 days, the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.
c. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

The Federal Highway Administration utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document contractor performance information that is required by Federal Regulations. The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support; Architect-Engineer contracts; and Construction contracts. Reference material can be accessed in CPARS.

The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 60-day time period. After the FHWA Focal Point registers the contract in CPARS, the contractor representative will receive a system generated email notifying him/her that the contract is registered. A system generated email will also provide the Contractor with a User ID if the person does not already have a CPARS User ID.

After a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated email notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated email whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations in CPARS for review and comment.

(End of Clause)

52.248-3 - Value Engineering – Construction (Oct 2025)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that --

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change --

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of

the Contracting Officer.
(f) Sharing --
(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by --
(i) 45 percent for fixed-price contracts; or
(ii) 75 percent for cost-reimbursement contracts.
(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to --
(i) Accept the VECP;
(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.
(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.
(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.
(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:
These data, furnished under the Value Engineering -- Construction clause of contract 693C73-26-C-XXXXXX, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.
If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of Clause)

Alternate I (Apr 1984). When the head of the contracting activity determines that the cost of calculating and tracking collateral savings will exceed the benefits to be derived in a construction contract, delete paragraph (g) from the basic clause and redesignate the remaining paragraphs accordingly.

EFLHD CONSTRUCTION CONTRACT ADMINISTRATION

FAR 36.101-4 requires a description of the Federal Highway Administration's (FHWA) procedures that apply to definitization of equitable adjustments for change orders under construction contracts. It also requires that FWHA furnish data on the agency's past performance, for the prior 3 fiscal years, regarding the time required to definitize equitable adjustments for change orders under construction contracts.

Change orders as defined in FAR 2.101 are changes to the contract work pursuant to FAR 52.243-4, Changes.

There are no agency-specific additional policies and procedures that exist at this time.

The table below contains data regarding the definitization of equitable adjustments for change orders under construction contracts by fiscal year (FY).

Time to definitize after receipt of an adequate change order definitization proposal under construction contracts	**Number of change order proposals definitized under construction contracts**		
	FY 2020	**FY 2021**	**FY 2022**
30 days or less	0	0	
31 to 60 days	0	0	0
61 to 90 days	0	0	0
91 to 180 days	0	1	0
181 to 365 days	1	1	0
366 or more days	2	0	0
After completion of contract performance via a contract modification addressing all undefinitized equitable adjustments received during contract performance	0	0	0

(End of Section H)

FEDERAL HIGHWAY ADMINISTRATION

EASTERN FEDERAL LANDS HIGHWAY DIVISION
SPECIAL CONTRACT REQUIREMENTS

Project **VA ST FB_KNGMN/WLKR GTS**
100% Submission

The following Special Contract Requirements (SCR) amend and supplement the Virginia Department of Transportation(VDOT) *2020 Road and Bridge Specifications*,.

Delete Division I General Provisions of the VDOT 2020 Road and Bridge Specifications in its entirety and substitute the following:

Section 101. — TERMS, FORMAT, AND DEFINITIONS

101.01 Meaning of Terms. In sentences using the imperative mood, the subject, "*the Contractor*", is implied. Also implied in this language are "*shall*", "*shall be*", or similar words and phrases. In material specifications, the subject may also be the supplier, fabricator, or manufacturer supplying material, products, or equipment for use on the project.

Wherever "*directed*", "*required*", "*prescribed*", *or* "*ordered*" are used, the "*direction*", "*requirement*", "*prescription*", or "*order*" of the Contracting Officer is intended. Wherever something is to be "*submitted*" or "*submitting to*", the Contracting Officer is intended. Similarly, wherever "*approved*", "*acceptable*", "*suitable*", "*satisfactory*", or similar words are used, the words mean "*approved by*", "*acceptable to*", or "*satisfactory to*" the Contracting Officer.

"Commissioner", "Department", or "State" are used, the "Government" is implied. Wherever "Engineer" is used, the "Contracting Officer" or "CO" is implied

The word "*will*" generally pertains to decisions or actions of the Contracting Officer.

101.02 Specifications Format. These specifications are divided into 9 Divisions.

Division 100 (Sections 101 through 109) consists of general Contract requirements for which no direct payment is made.

Division 150 consists of project Contract requirements. Work under Division 150 is paid for directly or indirectly according to Subsection 109.03 and the Section ordering the work. When there is no pay item in the bid schedule, no direct payment is made.

Division II from the VDOT 2020 Road and Bridge Specifications contains the material requirements for Division 150 and VDOT 2020 Road and Bridge Specifications Divisions III through VIII. No direct payment is made in Division II. Payment for material is included as part of the work required in Divisions 150 and III through VIII.

Divisions III through VIII from the VDOT 2020 Road and Bridge Specifications consist of construction Contract requirements for specific items of work. Work under these Divisions is paid for directly or indirectly according to Subsection 109.03 and the Section ordering the work. When there is no pay item in the bid schedule, no direct payment is made.

Divisions II through VIII specifications include references to Division I of the VDOT 2020 Road and Bridge Specifications and are amended to refer to the appropriate corresponding Division 100 Section according to Table 101-1. Missing references in Table 101-1 will be as directed by the CO.

Other project requirements and specifications include VDOT Supplemental Specifications, Special Provisions, and Special Provision Copied Notes

Table 101-1
Cross-Reference for VDOT 2020 Road and Bridge (R&B) Specifications to Section 100

Page Number from 2020 R&B Specifications	Subsection Number from 2020 R&B Specifications	Referenced (Sub)section change from VDOT 2020 R&B Spec	(Sub)section Reference location in SCR
141	200.02	106.06	105.01 & 106.01
153	207.04	106.07	106.03 & 106.06
156	208.05	106.07	106.03 & 106.06
160	209.03	106.07	106.03 & 106.06
164	210.06	105.18 & 106.10	106.01 & 106.04
177	211.07	106.07	106.03 & 106.06
177	211.08	106.06	105.01 & 106.01
181	211.12(b)	109.01	109.01
181	211.12(g)	107.16	107.10
184	211.12(n)	109.01	109.01
199	217.05(a)	109.01	109.01
234	232.02(b)(1) & (2)	105.10	104.03
267	244.02(d)	109.05	109.03
303	247.01	106.06	105.01 & 106.01
320	301.02(c)	106	105
320	301.02(c)	107	107
321	302.03	105.08	107.02
323	302.03(a)(1)(b)	109.05	109.03
324	302.03(a)(2)(b)	109.05	109.03
327	302.03(b)	107.21	104.05
330	302.03(c)	109.05	109.03
331	302.03(d)	101.02	101.04

Table 101-1 (Continued)
Cross-Reference for VDOT 2020 Road and Bridge Specifications Section 100

Page Number from 2020 Road and Bridge Specifications	Subsection Number from 2020 Road and Bridge Specifications	Referenced (Sub)section change from VDOT 2020 R&B Spec	(Sub)section Reference location in SCR
340	303.03	106.04	159.05
340	303.03	107.16(e)	107.10
344	303.03(i)	105	104.03
345	303.04(a)	107.11	107.12
346	303.04(b)	106.03	109.03
346	303.04(b)	109.01	109.01
346	303.04(b)	101	101.04
346	303.04(c)	106.04	159.05
346	303.04(e)	104.02	FAR 52.211-18
347	303.04(e)	106.04	159.05
349	303.04(h)	101.02	101.04
350	303.04(h)	101.02	101.04
351	303.04(i)(2)	106.04	159.05
352	303.04(k)	106.04	159.05
352	303.04(k)(2)	109.01	109.01
353	303.04(l)(3)	106.04	159.05
355	303.06(a)(2)	109.01	109.01
35864	303.06(d)	109.05	109.03
359	303.06(e)(7)	109.01	109.01
360	303.06(f)(2)	106.04	159.05
360	303.06(f)(2)	109.01	109.01
366	305.04	109.01	109.01

Table 101-1 (Continued)
Cross-Reference for VDOT 2020 Road and Bridge Specifications Section 100

Page Number from 2020 Road and Bridge Specifications	Subsection Number from 2020 Road and Bridge Specifications	Referenced (Sub)section change from VDOT 2020 R&B Spec	(Sub)section Reference location in SCR Herein
366	305.04	109.01	109.01
370	306.04	109.01	109.01
372	307.05(b)(2)(a)	106.06	105.01 & 106.01
375	307.06	109.01	109.01
375	307.06	109.01	109.01
375	307.06	109.01	109.01
376	308.02(b)	106.03	105
378	308.05	109.01	109.01
379	309.06	109.01	109.01
383	310.04	109	109
398	315.05(c)	104	107.06 & 156
407	315.08	109.01	109.01
433	401.03(i)	101.02	101.04
436	401.04	104.03	109.06
458	403.10	104.03 & 109.05	109.06
460	404.03(a)	105.10	104.03
461	404.03(a)(1)	105.10	104.03
494	407.03	105.10	104.03
500	407.04(j)	107.17	107.08
507	407.06(g)	108.09(a)	107.06
525	408.03(a)(12)	105.10	104.03
535	411.04(a)	109.05	109.03

Table 101-1 (Continued)
Cross-Reference for VDOT 2020 Road and Bridge Specifications Section 100

Page Number from 2020 Road and Bridge Specifications	Subsection Number from 2020 Road and Bridge Specifications	Referenced (Sub)section change from VDOT 2020 R&B Spec	(Sub)section Reference location in SCR
545	411.09	107	107
549	411.10	107	107
553	412.03(a)	106.04	159.05
554	412.03(a)	105.10	104.03
570	412.03(s)(1)	105.10	104.03
596	420.03(b)	105.10	104.03
598	421.03	105.10	104.03
600	423.03	105.10	104.03
606	425.03(a)(3)(e)	106.04	159.05
621	426.03(k)	105.10(c)	104.03
623	426.03(o)	105.10(c)	104.03
627	428.03	106.04	159.05
630	429.06(b)	105.10	104.03
663	504.04	109	109
666	505.03	107	107.02
674	507.03	106.04	159.05
683	512.03	105.14	156.02
686	512.03(b)	105.14	156.02
696	512.03(j)(3)(b)(5)	105.14	156.02
703	512.03(s)	109.05	109.06
704	512.03(x)	105.14	156.02
707	512.04	105.14	156.02

Table 101-1 (Continued)
Cross-Reference for VDOT 2020 Road and Bridge Specifications Section 100

Page Number from 2020 Road and Bridge Specifications	Subsection Number from 2020 Road and Bridge Specifications	Referenced (Sub)section change from VDOT 2020 R&B Spec	(Sub)section Reference location in SCR Herein
707	512.04	105.14	156.02
714	515.01	106.04	159.05
714	515.03	108.02	108.01
716	515.05	104.02	109.06
718	516.02(b)	107.01	107.01
719	516.03(e)	107.01	107.01
731	519.01(b)(13)	105.10	104.03
738	519.04	105.10	104.03
740	520.03	105.08	107.02
741	520.03	107.08	107.02
750	521.03	105.15	159
755	601.03	106.04	159.05
755	601.03	107.16	107.10
758	603.03(a)	106.04	159.05
763	605.01	101.02	101.04
763	605.01	105.03(a) & (b)	104.01 & 104.02
764	605.03(a)	105.05	105.01
764	605.03(a)	105.14	107.06 & 156
764	605.03(a)	107.16	107.10
768	605.04(p)(1)	106.04	159.05
768	605.04(q)(2)	106.04	159.05
769	605.04(q)(5)(b)	106.04	159.05

Table 101-1 (Continued)
Cross-Reference for VDOT 2020 Road and Bridge Specifications Section 100

Page Number from 2020 Road and Bridge Specifications	Subsection Number from 2020 Road and Bridge Specifications	Referenced (Sub)section change from VDOT 2020 R&B Spec	(Sub)section Reference location in SCR
773	605.07	108.09(c)	106.07(b)
792	700.03(f)	106.04	159.05
793	700.04	105.10	104.03
798	700.05(e)	104.03	109.06
806	700.05(i)	101.02	101.04
847	703.03(a)	108.03	155
847	703.03(a)	108.03	155
847	703.03(c)(1)	106.04	159.05
848	703.03(c)(2)	109.05	109.06
856	703.03(j)(7)	106.01	105
874	705.04	109.05	109.06
918	803.04(h)	108.09	106.07(b)
944	804.04(r)	106.04	159.05
970	806.04(c)	108.09(c)	106.07(b)
980	807.03(b)	109.05	109.06
981	807.03(d)	108.09	106.07(b)
992	808.03(g)	108.09(c)	106.07(b)
992	808.03(g)	108.09	106.07(b)
997	809.03(d)	108.09	106.07(b)
1009	810.03(f)	108.09	106.07(b)
1015	811.04(b)	108.09	106.07(b)

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101.03 Abbreviations. Whenever these abbreviations are used in the Contract, they represent the following:

(a) Acronyms.

AAR — Association of American Railroads

AASHTO — American Association of State Highway and Transportation Officials

ABS — Acrylonitrile Butadiene Styrene (an elastomer)

AC — Alternating Current

ACI — American Concrete Institute

ADT — Annual Average Daily Traffic

AED — Associated Equipment Distributors

AGC — Associated General Contractors of America

AISC — American Institute of Steel Construction

AISI — American Iron and Steel Institute

AITC — American Institute of Timber Construction

ANSI — American National Standards Institute

APA — Engineered Wood Association

API — American Petroleum Institute; American Pipe Institute

APWA — American Public Works Association

ARTBA — American Road and Transportation Builders Association

ASCE — American Society of Civil Engineers

ASME — American Society of Mechanical Engineers

ASTM — ASTM International

ATSSA — American Traffic Safety Services Association

AWPA — American Wood Protection Association

AWG — American Wire Gage

AWS — American Welding Society

AWWA — American Water Works Association

BMP — Best Management Practice

BOCA — Building Officials and Code Administrators

C — Celsius, when preceded by "degree(s)" or "°"

CBR — California Bearing Ratio

CFR — Code of Federal Regulations

CO — Contracting Officer and authorized representatives

CRSI — Concrete Reinforcing Steel Institute

DC — Direct Current

DHV — Design Hourly Volume

ECTC — Erosion Control Technology Council

EEI — Edison Electric Institute

EEO — Equal Employment Opportunity

EIA — Electronic Industries Alliance

EPA — Environmental Protection Agency

EPDM — Ethylene propylene diene monomer (an elastomer)

ESCCC — Erosion and Sediment Control Contractor Certification

F — Fahrenheit, when preceded by "degree(s)" or "°"

F/A — Filler/Asphalt ratio

FAT — Field Acceptance Test

FAR — Federal Acquisition Regulations (48 CFR Chapter 1)

FHWA — Federal Highway Administration

FICA — Federal Insurance Contributions Act

FLH — Federal Lands Highway

FSS — Federal Specifications and Standards

FED-STD — Federal Standards

FUTA — Federal Unemployment Tax Act

ICEA — Insulated Cable Engineers Association

IMSA — International Municipal Signal Association

ISO — International Organization for Standardization

ISSA — International Slurry Surfacing Association

ITE — Institute of Transportation Engineers

IEEE — Institute of Electrical and Electronics Engineers

JMF — Job-Mix Formula

LCD — Liquid crystal display

LPG — Liquid Petroleum Gas

MASH — Manual for Assessing Safety Hardware

MEKP — Methyl Ethyl Ketone Peroxide

MIL — Military Specifications

MPI — Master Painters Institute

MSDS — Material Safety Data Sheet

MUTCD — Manual on Uniform Traffic Control Devices for Streets and Highways

NCHRP — National Cooperative Highway Research Program

NEC — National Electrical Code

NEMA — National Electrical Manufacturers Association

NIST — National Institute of Standards and Technology

NOAA — National Oceanic and Atmospheric Administration

NOI — Notice of Intent

NRC — Nuclear Regulatory Commission

OSHA — Occupational Safety and Health Administration

PCI — Precast/Prestressed Concrete Institute

PE — Polyethylene; Project Engineer

PTI — Post-Tensioning Institute

PTL — Plywood Testing Laboratory

PVC — Polyvinyl Chloride

PVF — Polyvinyl Fluoride

SAE — Society of Automotive Engineers

SAT — System Acceptance Test

SEP — Sand Equivalent Passing

SF — Standard Form

SI — International System of Units

SP — Special Provision

SPCN — Special Provision Copied Notes

SPIB — Southern Pine Inspection Bureau

SS — Supplemental Specification

SSPC — The Society for Protective Coatings

SWPPP — Storm Water Pollution Prevention Plan

TAPPI — Technical Association of the Pulp and Paper Industry

TAR — Transportation Acquisition Regulations (48 CFR Chapter 12)

TFE — Polytetrafluoroethylene

TIE — Ticket Information Exchange (Miss Utility)

TOCIT — Traffic Operations Center Integration Test

UL — Underwriter's Laboratory

U.S. — United States of America

USC — United States Code

VAC — Volts Alternating Current

VDC — Volts direct current

VDOT — Virginia Department of Transportation

VFA — Voids Filled with Asphalt

VMA — Voids in Mineral Aggregate

VOSH — Virginia Occupational Safety and Health

VTM — Virginia Test Methods; voids in total mix

VA WAPM — Virginia Work Area Protection Manual

(b) U.S. Customary unit abbreviations and symbols.

°F	—	degree Fahrenheit	temperature
ft	—	feet	length
ft^2	—	square feet	area
ft^3	—	cubic feet	volume
in	—	inches	length
in^2	—	square inches	area
in^3	—	cubic inches	volume
lb	—	pound	mass
mi	—	mile	length
oz	—	ounces	mass
psi	—	pounds per square inch	pressure
T	—	ton (2000 lb)	mass
yd	—	yards	length
yd^2	—	square yards	area
yd^3	—	cubic yards	volume
s	—	second	time
°	—	degree	plane angle
'	—	minute	plane angle
"	—	second	plane angle

(c) Metric unit abbreviations and symbols.

A	—	ampere	electric current
cd	—	candela	luminous intensity
°C	—	degree Celsius	temperature
d	—	day	time
g	—	gram	mass
H	—	Henry	inductance
ha	—	hectare	area
Hz	—	hertz (s^{-1})	frequency
J	—	joule (N•m)	energy

K	—	kelvin	temperature
kg	—	kilogram	mass
L	—	liter	volume
lx	—	lux	illuminance
m	—	meter	length
mm	—	millimeter	length
m^2	—	square meter	area
m^3	—	cubic meter	volume
min	—	minute	time
N	—	newton ($kg \cdot m/s^2$)	force
Pa	—	pascal (N/m^2)	pressure
t	—	metric ton	mass
V	—	volt (W/A)	electric potential
W	—	watt (J/s)	power
Ω	—	ohm V/A	electric resistance

(d) Metric prefix symbols.

E	—	exa	10^{18}
P	—	peta	10^{15}
T	—	tera	10^{12}
G	—	giga	10^{9}
M	—	mega	10^{6}
k	—	kilo	10^{3}
c	—	centi	10^{-2}
m	—	milli	10^{-3}
µ	—	micro	10^{-6}
n	—	nano	10^{-9}
p	—	pico	10^{-12}
f	—	femto	10^{-15}
a	—	atto	10^{-18}

(e) Slope notation (vertical : horizontal). For slopes flatter than 1V:1H, express the slope as the ratio of one unit vertical to a number of units horizontal. For slopes steeper than 1V:1H, express the slope as the ratio of a number of units vertical to one unit horizontal.

101.04 Definitions. The following definitions apply to this contract:

Alkali Soil — Soil in which total alkali chlorides calculated as sodium chloride are more than 0.10 percent based on total solids.

Award — The written acceptance of a bid by the CO.

Backfill — Material used to replace or the act of replacing material removed during construction. Material placed or the act of placing material adjacent to structures.

Balance Point – The approximate point, based on estimated shrinkage or swell, where the quantity of earthwork excavation and borrow, if required, is equal to the quantity of embankment material plus any surplus excavation material.

Base Course — A layer of material of specified thickness on which the intermediate or surface course is placed.

Base Flood — The flood or tide having a one percent chance of being exceeded in any given year.

Bid — A written offer by a bidder to perform work at a quoted price.

Bidder — An individual or legal entity submitting a bid.

Bid Guarantee — A form of security assuring that the bidder will not withdraw a bid within the period specified for acceptance and will execute a written Contract and furnish required bonds.

Bid Schedule — The prepared schedule included with the bid forms, containing the estimated quantities of pay items for which unit bid prices are invited.

Borrow — Suitable material not available from designated regular excavation or other sources of useable materials on-site that is used primarily for embankment.

Brackish Water — Water in which total alkali chlorides calculated as sodium chloride are more than 0.10 percent based on total solids.

Bridge — A structure more than 20 feet long, including supports, spanning, and providing passage over a depression, waterway, railroad, highway, or other obstruction.

Bridge Lift — A layer of fill material placed in excess of standard depth over an area that does not support the weight of hauling equipment and for which compaction effort is not required.

Camber — A vertical curvature induced or fabricated into beams or girders and a deck slab or slab span formwork; a vertical curvature set in the grade line of a pipe culvert to accommodate differential settlement.

Clear Zone — The portion of the roadside, including the shoulder, available for the safe use by an errant vehicle in which the driver may regain control of the vehicle.

Commercial Certification — See Subsection 106.03.

Construction Limits — The limits on each side of the project that establish the area disturbed by construction operations and beyond which no disturbance is permitted. Typically the construction limits are the same as the clearing limits, except when additional clearing is required.

Contract — The written agreement between the Government and the Contractor setting forth the obligations of the parties for the performance of and payment for the prescribed work.

Contracting Officer (CO) — An official of the Government with the authority to enter into, administer, and terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the CO acting within the limits of their authority as delegated by the CO.

Contract Modification — A written change in the terms of the contract. Contract modifications are of the following forms:

(a) Administrative change. A unilateral Contract change, in writing, that does not affect the substantive rights of the parties (such as a change in the paying office or the appropriation data).

(b) Change order. A written order, signed by the CO, directing the Contractor to make a change that FAR Clause 52.243-4 Changes authorizes the CO to order without the Contractor's consent.

(c) Supplemental agreement. A Contract modification that is accomplished by the signature of the CO (unilateral Contract modification) or by the signature of the CO and the Contractor (bilateral Contract modification).

Contractor — The individual or legal entity contracting with the Government for performance of prescribed work.

Contract Time — The specified time allowed for completion of Contract work.

County — Fairfax County, in the Commonwealth of Virginia.

Crashworthy — A highway feature that has been successfully crash tested under MASH or the NCHRP Report 350, *Recommended Procedures for the Safety Performance Evaluation of Highway Features*, or accepted through analysis by FHWA based on similarity to other crashworthy features.

Cross-Section — A vertical section of the ground or structure at right angles to the centerline or baseline of the roadway or other work.

Cul-de-sac — An area at the terminus of a dead-end street or road that is constructed for the purpose of allowing vehicles to turn around.

Culvert — A structure, not classified as a bridge, that provides an opening under the roadway.

Cut Slope— A surface plane generally designated by design or the direction of the CO which is formed during excavation below existing ground elevations that intersects with existing ground at its termini.

Day — A calendar day beginning and ending at midnight.

Deflection — The vertical or horizontal movement occurring between the supports of a bridge superstructure, guardrail, other structure, or the components (beams, girders, and slabs) thereof that results from their own weight and from dead and live loads. Although all parts of a structure are subject to deflections, usually on those deflections that occur in the superstructure are of significance during construction.

Density — Mass per unit volume of material. Specific gravity multiplied by the density of water.

Design Flood — The magnitude of flood that a given structure can convey without exceeding a designated flood level.

Detour — A temporary rerouting of public traffic onto alternate existing roadways to avoid the work or part of the work.

Disposable Material — Material generally found to be unsuitable for roadway construction or surplus material that is to be placed in a disposal area, unless specified otherwise.

Disposal Areas — Areas generally located outside the construction limits identified in the Contract where unsuitable or surplus material is deposited.

Diversion — Defined as follows:

(a) A temporary rerouting of public traffic onto a temporary alignment within the project limits to bypass the work or a portion of the work.

(b) A temporary rerouting of water into a temporary channel or through a system of structures within the project limits to maintain water flow through or around the project.

Drainage Ditch — An artificial depression constructed to carry off surface water.

Earthwork — The work consisting of constructing roadway earthwork in conformity with the specified tolerances for the lines, grades, typical section and cross sections shown on the plans or as established by the CO. Earthwork shall include regular, borrow, undercut and minor structure excavation; constructing embankments; disposing of surplus and unsuitable material; shaping; grading; compaction; sloping; dressing; and temporary erosion control work.

Easement — A grant of the right to use property for a specified use.

Embankment — A structure of soil, soil aggregate, soil like materials, or broken rock between the existing ground and subgrade.

Equipment — Machinery, tools, and other apparatus, together with the necessary supplies for upkeep and maintenance, that are necessary for acceptable completion of the work.

Excavation (Excavate) — The act of creating a man-made cavity in the existing soil for the removal of material necessary to obtain a specific elevation or to install a structure, material, component, or item necessary to complete a specific task or form a final surface or subsurface.

Drawings — Design sheets or fabrication, erection, or construction details submitted to the CO by the Contractor according to FAR Clause 52.236-21 Specifications and Drawings for Construction. Also refers to submissions and submittals.

Falsework — A temporary framework used to support work in the process of constructing permanent structural units.

Fill Slope— A surface plane formed during embankment above existing ground elevations that intersects with existing ground at its termini.

Federal Land Management Agencies — Federal agencies including the National Park Service, U.S. Forest Service, U.S. Fish & Wildlife Service, U.S. Army Corps of Engineers, Bureau of Land Management, and Bureau of Reclamation.

Flood Frequency — A statistical average recurrence interval of floods of a given magnitude.

Formwork — A temporary structure or mold used to retain the plastic or fluid concrete in its designated shape until it hardens. Formwork shall be designed to resist the fluid pressure exerted by plastic concrete and additional fluid pressure generated by vibration and temporary construction loads.

Fort or Fort Belvoir — Fort Belvoir Army Base in Fairfax County, Virginia.

Frontage Street or Road — A local street or road auxiliary to and located on the side of a highway for service to abutting property and adjacent areas and control of access.

Gage — U.S. Standard Gage.

Government — The Government of the United States of America.

Grade Separation — Any structure that provides a traveled way over or under another traveled way or over a body of water.

Highway, Street, or Road — A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Historical Flood Level — The highest flood level that is known to have occurred at a given location.

Hydrologic Data Sheet — A tabulation of hydrologic data for facilities conveying a 100-year discharge equal to or greater than 500 cubic feet per second.

Invert — The lowest point in the internal cross-section of a pipe or other drainage structure.

Internet — The electronic communications network that connects computer networks and organizational computer facilities around the world.

Laboratory — The testing laboratory of the Government or any other testing laboratory that may be designated by provisions in the Contract or by the CO.

Lane Mile — An area of pavement one mile long and one lane wide; not including turn lanes, turnouts, parking area lanes, or other auxiliary lanes.

Layer or Lift — Defined as follows:

(a) When placing and compacting soils, aggregates, or pavement; a lift is a single, continuous layer of material that receives the same compactive effort throughout during a single work operation.

(b) When installing culvert pipe less than or equal to 48 inches in diameter; the backfill material placed on both sides of the pipe is considered to be contained in the same lift when the material is placed to the same elevation on both sides of the culvert, the compactive effort applied to one

side of the culvert is the same as that applied to the other, and the compactive effort is applied to both sides of the pipe in a continuous operation.

Mass Grading — The movement of earth by mechanical means to alter the gross topographic features (elevations, slopes, etc.) to prepare a site for final grading and the construction of facilities.

Material — Substances specified or necessary to satisfactorily complete the Contract work.

Measurement — The process of identifying the dimensions, quantity, or capacity of a pay item. See Section 109.

Median — The portion of a divided highway that separates the traveled ways.

Notice to Proceed — Written notice to the Contractor to begin the Contract work.

Pavement Structure — The combination of subbase, base, paving geotextiles, and surface courses placed on a subgrade to support and distribute the traffic load to the roadbed.

Pay Item — A specific item of work for which a unit and price is provided in the Contract.

Payment Bond — The security executed by the Contractor and surety or sureties and furnished to the CO to ensure payments as required by law to persons supplying labor or material according to the Contract.

Performance Bond — The security executed by the Contractor and surety or sureties furnished to the CO to guarantee completion of the Contract work.

Plans — The Contract plans furnished by the Government showing the location, type, dimensions, and details of the work.

Production Certification — See Subsection 106.03.

Professional Engineer — Engineers holding valid state licenses permitting them to offer engineering services directly to the public. Engineers that are experienced in the work for which they are responsible, take legal responsibility for their engineering designs, and are bound by a code of ethics to protect the public health.

Profile Grade — The trace of a vertical plane intersecting a particular surface of the proposed road construction located according to the plans, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of the trace according to the context.

Project — The specific section of the highway or other property on which construction is to be performed under the Contract.

Ramp — A connecting roadway between two highways or traveled ways or between two intersecting highways at a grade separation.

Right-of-Way — Real property necessary for the project, including roadway, buffer areas, access, and drainage areas.

Roadbed — The graded portion of a highway prepared as a foundation for the pavement structure and shoulders.

Roadbed Material — The material below the subgrade in cuts, embankments, and embankment foundations that extends to a depth and width that affects the support of the pavement structure.

Roadside — The area between the outside shoulder edge and the right-of-way limits. The area between roadways of a divided highway may also be considered roadside.

Roadside Development — Items that are necessary to complete a highway that provide for the preservation of landscape materials and features; rehabilitation and protection against erosion of areas disturbed by construction through placing seed, sod, mulch, and other ground covers; and such suitable plantings and other improvements as may increase the effectiveness and service3 life and enhance the appearance of the highway.

Roadway — In general, the portion of a highway, including shoulders, for vehicular use. A divided highway has two or more roadways. In construction specifications, the portion of a highway within the construction limits.

Roadway Prism — The volume defined by the area between the original terrain cross-section and the final design cross-section multiplied by the horizontal distance along the centerline of the roadway.

Roller Pass— One trip of a roller in one direction over one spot.

Select Borrow — Borrow material that has specified physical characteristics.

Select Material — Material obtained from roadway cuts, borrow areas, or commercial sources that is designated or reserved for used as a foundation for the subbase, subbase material, shoulder surfacing, or other specified purposes designated in the Contract Documents.

Shoulder — A portion of the roadway contiguous with the traveled way that accommodates pedestrians, bicycles, stopped vehicles, and emergency use; as well as for lateral support of the subbase, base, and surface courses.

Sidewalk — The portion of the roadway constructed primarily for the use of pedestrians.

Sieve — See AASHTO M 92.

Skew — The acute angle formed by the intersection of a line normal to the centerline of the roadway with a line parallel to the face of the abutments or, in the case of culverts, with the centerline of the culverts.

Solicitation — The complete assembly of documents (whether attached or incorporated by reference) furnished to prospective bidders.

Specifications — A general term that includes all directions, provisions, and requirements necessary for the proper fulfillment of the Contract. Specifications are found in the following Contract Documents:

> **Road and Bridge Specifications** — The VDOT 2020 standard specifications that govern the construction and material requirements of this Contract.
>
> **Special Provisions (SP)** — Specifications or requirements for a particular project that add to or modify the standard specifications. See also Special Contract Requirements.

Special Contract Requirements (SCR) — Additions and revisions to the standard specifications applicable to an individual project. See also Special Provisions.

Special Provision Copied Notes (SPCN) — Specific specifications or requirements, usually limited in scope, for a particular project.

Supplemental Specifications (SS) — Additions and revisions to the VDOT 2020 Road and Bridge Specifications.

Standard Forms (SF) — Numbered forms issued by the General Services Administration for use as Contract Documents.

Station — A precise location along a survey line.

Storm Sewer System — A drainage system consisting of a series of at least two interconnecting pipes and structures (minimum of two drop inlets, manholes, junction boxes, etc.) designed to intercept and convey stormwater runoff from a specific storm event without surcharge.

Structures — Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other constructed features that may be encountered in the work.

Subbase — The layer or layers of material placed on a subgrade to support a base.

Subcontract — The written agreement between the Contractor and an individual or legal entity prescribing the performance of a specific portion of the work.

Subcontractor — An individual or legal entity with which the Contractor sublets part of the work. This includes subcontractors in all tiers.

Subgrade — The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

Subgrade Stabilization — The medication of roadbed soils by admixing with stabilizing or chemical agents that will increase the load bearing capacity, firmness, and resistance to weathering or displacement.

Substantial Completion — The point at which the project is complete such that it can be safely and effectively used by the public without further delays, disruption, or other impediments. For conventional bridge and highway work, the point at which bridge deck, parapet, pavement structure, shoulder, drainage, sidewalk, major demolition, roadway obliteration, permanent signing and markings, traffic barrier, safety appurtenance, utility, and lighting work is complete.

Substructure — Components of a bridge below the bearings of simple and continuous spans, skewbacks of arches, and tops of footings of rigid frames including backwalls, wingwalls, and wing protection railings.

Suitable Material — Rock or earth material that will provide stable foundations, embankments, or roadbeds, and is free of organic matter, muck, frozen lumps, roots, sod, or other deleterious material. Suitable material may require drying or adding water, root picking, and other methods of manipulation before use. Suitable material includes the classifications of material for which the project was designed.

Superintendent — The Contractor's onsite representative who has authority to act for the Contractor and is responsible for directing and supervising construction operations on behalf of the Contractor.

Superstructure — The entire bridge, except the substructure.

Supplier — Any business who manufactures, fabricates, distributes, supplies, or furnishes materials or equipment, but no on-site labor, for use in performing the Work on or for the project according to the requirements of the Contract Documents including, but not limited to, Sections 102 and 105.

Surety — An individual or corporation legally liable for the debt, default, or failure of a Contractor to satisfy a Contract obligation.

Surface Course — The top layer or layers of a pavement structure designed to accommodate the traffic load and resist skidding, traffic abrasion, and weathering.

Surplus Material — Material that is present on a project as a result of unbalanced earthwork quantities, excessive swell, slides, undercutting, or other conditions beyond the control of the Contractor, or is designated as surplus material in the Contract Documents.

Target Value — A number established as a center for operating a given process. Once established, adjustments should be made in the process as necessary to maintain a central tendency about the target value. Test results obtained from a well-controlled process should cluster closely around the established target value and the mean of the test results should be equal to or nearly equal to the established target value.

Theoretical Maximum Density — The maximum compaction of materials that can be obtained in accordance with the values established by VTM-1.

Tidewater Virginia — As defined in the Code of Virginia, § 62.1-44.15:68.

Ton — A short ton; 2,000 pounds avoirdupois.

Top of Earthwork — The uppermost surface of the regular or embankment excavation, not including select material, which is shaped to conform to the typical section shown in the plans or directed by the CO.

Topsoil — The uppermost original layer of material that will support plant life and contains more than 5 percent organic material reasonable free from roots exceeding 1 inch in diameter, brush, stones larger than 3 inches in the largest dimension, and toxic contaminants.

Traveled Way — The portion of the roadway designated for the movement of vehicles, exclusive of shoulders.

Unsuitable Material — Material not capable of creating stable foundations, embankments, or roadbeds. Unsuitable material includes muck, sod, or soils with high organic contents.

Utilities — Private, county, city, municipal or public facility, structure, or infrastructure, designed, owned and maintained for public use or to provide a public service such as electricity, water, sanitary sewer, storm sewer, drainage culverts, telecommunications, conduits, gas, oil, fiber optics, cable television, that is not identified as a pavement structure, roadway, highway, street or traveled way.

Wearing Course — See **Surface Course**.

Work — The furnishing of labor, material, equipment, and other incidentals necessary to complete the project according to the Contract.

Section 102. — BID, AWARD, AND EXECUTION OF CONTRACT

102.01 Acquisition Regulations. Bid, award, and execution of the Contract is governed by the FAR and TAR.

102.02 Preparation of Bids. Follow the requirements of FAR Clause 52.214-18 Preparation of Bids - Construction.

Execute and submit required standard forms, bid schedules, and solicitation provisions contained in the solicitation as part of the bid.

Complete SF 1442, *Solicitation, Offer, and Award*, and sign as follows:

(a) Individuals. Sign your individual signature. For individuals doing business as a firm, follow the individual signature with the individual's typed, stamped, or printed name and the words, "*an individual doing business as* _(name of firm)_".

(b) Limited liability partnerships and partnerships. Submit a list of partners having authority to bind the partnership. One of the listed partners must sign on behalf of the partnership.

(c) Corporations. Sign in the corporate name, followed by the word "*by*" and the signature and title of the person authorized to sign. Submit evidence from the corporation that the person signing has authority to bind the corporation.

(d) Joint ventures. Submit a copy of the Joint Venture agreement. Sign the SF 1442 according to the Joint Venture agreement.

(e) Limited liability company. Sign in the company name, followed by the word "*by*" and the signature of the person authorized to sign. Submit evidence that the individual executing the document has authority to bind the company.

(f) Agents. When an agent signs, other than as stated in Subsection 102.02(a) through (e), furnish satisfactory evidence that the agent has authority to bind the bidder.

Insert a numeric unit bid price for each pay item for which a quantity appears in the bid schedule. Multiply the unit bid price by the quantity for each pay item and show the amount bid. When mathematical checks made by the Government show a mistake in the amount bid, the corrected unit price extension governs.

When the words "*lump sum*" appear as a unit bid price, insert an amount bid for each lump sum pay item.

When the words "*contingent sum*" or "*fixed rate*" appears as a unit bid price, include the Government inserted amount bid for the pay item in the total bid amount.

Total the amounts bid for each pay item and show the total bid amount.

The quantities listed in the bid schedule are approximate, unless designated as a Contract quantity, and are used for the comparison of bids. Payment will be made for the actual quantities of work performed and accepted or material furnished according to the contract. The scheduled quantities may be increased, decreased, or deleted. Bid schedule quantities are considered the original Contract quantities.

102.03 Bid Guarantee. Follow the requirements of FAR Clause 52.228-1 Bid Guarantee.

(a) General. Submit the bid guarantee on SF 24, *Bid Bond*. If the bid guarantee is other than a corporate or individual surety, sign the SF 24 as the principal and make a statement on the form pledging the security. Make checks or money orders payable to the agency issuing the solicitation.

(b) Power of attorney. A corporate surety shall submit a current power of attorney for the signing agent or attorney-in-fact with each SF 24.

(c) Evidence of guarantee assistance. A surety that has a guarantee of assistance from the Small Business Administration (SBA) shall submit a copy of SBA Form 990, *Surety Bond Guarantee Agreement* with each SF 24. In addition, submit a power of attorney for the surety representative identified in the agreement.

102.04 Individual Surety. Follow the requirements of FAR Clause 52.228-11 Pledges of Assets.

Complete and date the SF 28, *Affidavit of Individual Surety* after the solicitation date. The individual surety shall personally sign the SF 28. Bidders cannot serve as their own surety. See FAR Clause 28.203 Acceptability of Individual Sureties.

After reviewing the SF 28, the surety may be requested to submit further documentation with respect to its assets, debts, or encumbrances. The information may be required to be furnished under oath. Failure of the surety to respond with the requested documentation within 7 days of receipt of the request is cause for rejection of the surety.

Any material misstatement by the surety, overstatement of assets (either as to ownership or value), or understatement of liabilities is cause for rejection of the surety. Substitution of individual sureties to support a bid bond after the bid opening will not be permitted.

Furnish documentary evidence as to the ownership and value of the assets pledged in support of the bond and details of the security interest in the assets by the individual sureties for the apparent low bidder within 14 days after the opening of bids. Failure to submit evidence within the time required will be grounds for declaring the surety unacceptable.

In addition the CO may, after reviewing the SF 28 and documentary information on the security interest and the assets pledged; request the surety to submit further information and documents with respect to the documents submitted. The CO may require such information to be furnished under oath. Failure of the surety to accept such mail or failure of the surety to respond with the requested information or documents within 7 days of receipt of the request; will be cause for rejection of the surety.

These requirements are in addition to the requirements in FAR Subpart 28.203, except where in conflict with the requirements in the FAR, in which case the FAR controls.

102.05 Public Opening of Bids. Bids will be publicly opened at the time specified in the SF 1442, *Solicitation, Offer, and Award*. Their contents will be made public information. The Government reserves the right to reject bids as set forth in the FAR, Part 14.

102.06 Performance and Payment Bonds. Follow the requirements of FAR Clause 52.228-15 Performance and Payment Bonds – Construction.

Use SF 25, *Performance Bond* and SF 25A, *Payment Bond* for submitting the bonds.

The requirements contained in Subsections 102.03 and 102.04 relating to power of attorney, evidence of guarantee assistance, and individual sureties also apply to performance and payment bonds.

Submit the documentary evidence for individual sureties at the same time as the Affidavit of Individual Surety and security interest in assets pledged. A Contractor submitting an unacceptable individual surety in satisfaction of a performance or payment bond before the issuance of the Notice to Proceed will be permitted one opportunity to substitute an acceptable surety or sureties within 7 days of receipt of notification that the surety is unacceptable.

The Government's right to direct the substitution of sureties to ensure the continuing acceptability of the bonds during the performance of the Contract according to FAR Clause 52.228-2 Additional Bond Security is not restricted.

These requirements are in addition to the requirements in FAR Subpart 28.203, except where in conflict with the requirements in the FAR, in which case the FAR controls.

Section 103. — SCOPE OF WORK

103.01 Intent of Contract. The intent of the Contract is to provide for the construction and completion of the work described. The precise details of performing the work are not described, except as considered essential for the successful completion of the work. Furnish labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract.

103.02 Disputes. Follow the requirements of FAR Clause 52.233-1 Disputes (Alternate I).

When requesting a CO's decision on an interpretation of Contract terms for the recovery of increased costs; quantify the amount and certify the amount if required by FAR Clause 52.233-1 Disputes (Alternate I). Include an explanation of the interpretation of Contract terms, the Contract clause under which the claim is made, supporting documentation, and adequate cost data to support the amount claimed.

103.03 Value Engineering. Follow the requirements of FAR Clause 52.248-3 Value Engineering - Construction.

Before undertaking significant expenditures, submit a written description of the value engineering change proposal (VECP) concept. Within 14 days the CO will inform the Contractor as to whether the concept appears to be viable or if the concept is unacceptable. If the CO indicates that the concept appears to be viable, prepare and submit the formal VECP proposal.

103.04 Contractor Records. Upon request, provide records related to the Contract to the Government for up to 3 years after final payment or for longer periods as provided by law.

Include a provision in subcontracts at all tiers giving the Government the same rights as provided above with respect to the subcontractor's records.

103.05 Partnering. To facilitate this contract, the CO offers to participate in a formal partnership with the Contractor. This partnership draws on the strengths of each organization to identify and achieve reciprocal goals. Partnering strives to resolve problems in a timely, professional, and non-adversarial manner. If problems result in disputes, partnering encourages, but does not require, alternative dispute resolution instead of the formal claim process. The objective is effective and efficient Contract performance to achieve a quality project within budget and on schedule.

Acceptance of this partnering offer by the Contractor is optional, and the partnership is bilateral.

If the partnering offer is accepted, mutually agree with the CO on the level of organizational involvement and the need for a professional to facilitate the partnering process. Engage the facilitator and other resources for key Contractor representatives and the CO to attend a partnership development and team-building workshop usually between the time of award and the Notice to Proceed. Hold additional progress meetings upon mutual agreement.

The direct cost of partnering facilities, professional facilitation, copying fees, and other miscellaneous costs directly related to partnering meetings will be shared by the Contractor and Government. Secure and pay for facilities, professional fees, and miscellaneous requirements. Submit invoices to the CO. The Government will reimburse the Contractor for 50 percent of the agreed costs incurred for the partnering process. The Government's share will not exceed $5,000.

Each party is responsible for making and paying for its own travel, lodging, and meal arrangements. No time extension for the completion of the project will be made for the use of partnering.

Section 104. — CONTROL OF WORK

104.01 Authority of the Contracting Officer (CO). The CO may delegate authority to representatives to decide on acceptability of work, progress of work, suspension of work, interpretation of the contract, and acceptable fulfillment of the contract. The term "*CO*" includes authorized representatives of the CO, including inspectors, acting within the limits of their authority as delegated by the CO.

104.02 Authority of Inspectors. Inspectors are authorized to inspect work including the preparation, fabrication, or manufacture of material for the project. The inspector is not authorized to alter or waive Contract requirements, issue instruction contrary to the contract, act as foreman for the Contractor, or direct the Contractor's operations. The inspector has authority to identify non-conforming work until the issue can be referred to and decided by the CO. The inspector may take necessary action to prevent imminent and substantial risk of death or injury including stopping work.

104.03 Specifications and Drawings. Follow the requirements of FAR Clause 52.236-21 Specifications and Drawings for Construction.

(a) General. Review and submit documents required to construct the work for accuracy, completeness, and compliance with the Contract for approval by the CO. Documents submitted without evidence of Contractor approval may be returned for resubmission. Time for approval starts over when documents are returned for revision or if additional information is requested by the CO. Do not perform work related to submitted documents or drawings before approval of the CO. Obtain written approval before changing or deviating from the approved drawings.

(1) Documents other than drawings. Documents other than drawings include descriptive literature, illustrations, schedules, performance and test data, and similar material submitted by the Contractor to certify or explain, in detail, specific portions of the work required by the contract. Unless otherwise indicated in the contract, submit 3 paper copies and an electronic copy for review. Allow 14 days for approval by the CO unless otherwise specified.

(2) Drawings. Drawings include:

(a) Layouts that show the relative position (vertical and horizontal as appropriate) of work to be performed;

(b) Fabrication details for manufactured items and assemblies;

(c) Installation and erection procedures;

(d) Details of post-tensioning and other systems;

(e) Detailed trench and excavation procedures that conform to OSHA requirements;

(f) Traffic control implementation drawings; and

(g) Methods for performing work near existing structures or other areas to be protected.

Show drawing dimensions in the same units as shown in the plans. Limit drawings to a maximum size of 24 by 36 inches. Include on each drawing and calculation sheet, the project number, name, and other identification as shown in the contract.

Submit 3 paper sets of drawings, an electronic set of the drawings, and supporting calculations. Drawings will be reviewed in the order they are received. Allow 40 days for CO approval of railroad structure drawings and 30 days for approval of other drawings. Submit additional specific drawings for unique situations to clarify layout, construction details, or method when requested by the CO.

(b) Specific requirements for concrete and miscellaneous structures.

(1) Submit drawings for the following:

(a) Site-specific layouts for all wall types and gabion installations;

(b) Gabion and revet mattress details and installation procedures;

(c) Forms and falsework for cast-in-place non-bridge concrete structures and retaining walls less than or equal to 6 feet in height;

(d) Fabrication drawings for bridge railings and parapets;

(e) Fabrication drawings for prestressed members;

(f) Fabrication and installation drawings for expansion joint assemblies;

(g) Fabrication drawings for bearing assemblies;

(h) Construction joint location and concrete deck placement sequences not according to the plans;

(i) Erection diagrams for Soil-Corrugated Metal Structure interaction systems (multi-plate structures);

(j) Structural steel fabrication drawings;

(k) Utility hangar details;

(l) Fabrication and installation drawings for precast items; and

(m) Site-specific layouts for rockeries.

(2) Submit drawings that bear the seal and signature of a professional engineer proficient in the pertinent design field for the following:

(a) Forms and falsework for cast-in-place concrete structures greater than 6 feet in height;

(b) Shoring systems and cofferdams greater than 6 feet in height;

(c) Shoring systems that support traffic loadings;

(d) Bridge concrete forms, including deck forms; except for railings, parapets, and components less than 6 feet in height;

(e) Containment structures for bridge work;

(f) Girder erection plans;

(g) Partial demolition of structural bridge elements;

(h) Post-tensioning systems;

(i) Concrete box culvert and headwall details;

(j) Reinforced soil slopes details;

(k) Ground anchors, soil nail, rock bolt, driven pile, drilled shaft, and micropile assembly details, layout, and installation and testing procedures;

(l) MSE and tie back wall details;

(m) Alternate retaining wall details; and

(n) Details and installation procedures for proprietary wall systems.

(3) Submit drawings that bear the seal and signature of a professional engineer who is proficient in forms and falsework design and licensed in the state where the project will be constructed for the following:

(a) Falsework for structures with spans exceeding 16 feet;

(b) Falsework for structures with heights exceeding 14 feet;

(c) Falsework for structures where traffic, other than workers involved in constructing the structure, will travel under the structure; and

(d) Temporary bridge structures for public use.

(c) As-built drawings. Furnish one full-size (24-inch by 36-inch) paper copy of the plans from the Government-provided electronic plans, and use this set of plans exclusively for as-built drawings. Use the color "*red*" to identify changes. Use approved methods to accurately and neatly record changes. Include details and notes on additional information discovered during construction. Note additions or revisions to the location, character, and dimensions of work. Strikeout details shown that are not applicable to the completed work.

As work progresses, continuously update plan sheets to reflect the as-built details. Check and initial plan sheets that were incorporated into the completed work without change. Include the following:

(1) Title sheet.

(a) "AS-BUILT DRAWINGS" (bold text);

(b) Name of Contractor;

(c) Name of CO's on-site representative;

(d) Project completion date;

(e) Revisions to project length;

(f) Revisions to begin and end stations of project;

(h) Revisions to index to sheets;

(i) Revisions to curve widening table;

(j) Strikeout schedules or options not awarded;

(k) A note stating "Work was constructed as designed unless otherwise noted."; and

(l) Plan notes.

(2) Typical section sheets.

(a) Revisions in dimensions;

(b) Revisions in material;

(c) Revisions in station range;

(d) Revisions to begin and end stations of project; and

(e) Strikeout schedules or options not awarded.

(3) Summary of Quantities and tabulation sheets.

(a) Revisions to quantities, locations, notes/remarks, including totals;

(b) Strikeout unused pay items;

(c) Revisions to application rates; and

(d) Revisions to location, type, end treatments, riprap, and skew on the drainage summary.

(4) Plan and profile sheets. Note additions or revisions to the location, character, and dimensions of the following items:

(a) Plan.

(1) Alignment and curve and spiral information;

(2) Construction limits;

(3) Right-of-way;

(4) Road approaches;

(5) Sub-excavation and roadway obliteration;

(6) Underdrains;

(7) Trenches and drains;

(8) Channels and ditches;

(9) Monuments and permanent references;

(10) Constructed, relocated, or encountered utilities; and

(11) Walls.

(b) Profile.

(1) Grades, elevations, and stationing of points of intersection;

(2) Equations;

(3) Culvert diameter, length, type, and stationing;

(4) Culvert extension and length of existing culvert;

(5) Walls; and

(6) Guardrail, guardwall, and end treatment.

(5) Bridge sheets. Note additions or revisions to the location, character, and dimensions of the following items:

(a) Stationing of bridge ends;

(b) Elevations including footing, bearing pads, deck, and top of walls;

(c) Pile driving record with pile length, size, type, and tip elevation;

(d) Modifications or repairs to drilled shafts or micropiles;

(e) Micropile installation records with drilling duration and observations, drill log, final location and inclination, final tip elevation, cut-off elevation, modification or repairs, grout pressures and quantities, and test records;

(f) Post-tensioning records including stressing sequence, jacking force, and duct size and layout;

(g) Construction and concrete placement sequences;

(h) Bearing details with orientation;

(i) Expansion joints including actual clearance with atmospheric temperature at time of setting joints; and

(j) Changes in plan or dimensions including changes in reinforcing.

(6) Miscellaneous sheets. Note additions or revisions to the location, character, and dimensions of the following items:

(a) Parking areas and turnouts;

(b) Curbs and sidewalks;

(c) Fencing;

(d) Landscaping and planting;

(e) Pavement markings;

(f) Signs;

(g) Permanent erosion control measures; and

(h) Plan notes.

(7) Standard and detail sheets. Note the additions or revisions to the character and dimensions of details.

Retain the drawings at the project site.

Keep the as-built drawings current and maintain a revision log of changes made. Meet with the CO to jointly review the as-built drawings and log for accuracy, completeness, and legibility before submission of each monthly invoice.

Submit the final as-built drawings and revision logs before the final inspection. Correct errors and omissions found during the final inspection and resubmit the final as-built drawings for approval within 7 days after the final inspection.

When the final as-built drawings are approved, submit the finalized set of as-built drawings and a single file, electronic color copy of the drawings. Submit the electronic copy in an approved format on a CD-R, DVD-R, or other approved electronic media. Include the latest version of the approved reader on the electronic media. Provide a resolution quality where color, text, and lines are clearly discernible.

104.04 Coordination of Contract Documents. The FAR, TAR, plans, and specifications are Contract Documents. A requirement in one document is binding as though occurring in all the Contract Documents. The Contract Documents are intended to be complementary and to describe and provide for a complete contract. In case of discrepancy, calculated and shown dimensions govern over scaled dimensions. The Contract Documents govern in the following order:

(a) Federal Acquisition Regulations;

(b) Transportation Acquisition Regulations;

(c) Special Contract Requirements;

(d) Special Provision Copied Notes;

(e) Special Provisions;

(f) Plans;

(g) Supplemental Specifications; and

(h) VDOT 2020 Road and Bridge Specifications.

This Contract includes all revisions to the VDOT 2020 Road and Bridge Specifications for Division II through Division VII. Documents under Subsections 104.04 (d), (e), (g), and (h) are available on the Virginia DOT website located at https://www.virginiadot.org/business/const/spec-default.asp. Applicable Special Provisions, Special Provision Copied Notes, and Supplemental Specifications are provided as an attachment to the Special Contract Requirements.

If, after beginning work, an ambiguity, conflict, error, or omission is discovered in the Contract, immediately notify the CO before proceeding further with the affected work. The CO will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract.

104.05 Load Restrictions. Follow the requirements of FAR Clause 52.236-10 Operations and Storage Areas.

Comply with legal load restrictions when hauling material and equipment on public roads and bridges to and from the project. A special permit does not relieve the Contractor of liability for damage resulting from the moving of material or equipment.

Unless otherwise permitted, do not operate equipment or vehicles that exceed the legal load limits over new or existing structures, or pavements within the project; except those pavements to be removed during the same construction season.

Minimize hauling over completed pavement.

104.06 Utility Coordination.

The adjustment of utilities consists of the relocation, removal, replacement, rearrangement, reconstruction, improvement, disconnection, connection, shifting, or altering of an existing utility in any manner.

Coordinate directly with utility owners to schedule and coordinate work to prevent Contract delays. Do not remove, abandon, damage, or disconnect existing or active utilities without prior approval from the CO. Coordinate with the utility owners for any required preconstruction activities and inspection of construction.

Existing utilities known at the design stage of the project will be indicated on the plans. Where possible, the Government will make arrangements for adjusting or temporarily relocating these utilities prior to project construction. Some utilities may remain or may be adjusted within the construction limits simultaneously with project construction operations.

Report any failure on the part of the utility owner to cooperate or proceed with the planned utility adjustments to the CO.

Protect existing, adjusted, and new utilities that are shown on the plans, marked by Miss Utility, or otherwise known to the Contractor that are to remain within the right of way to prevent disturbance or damage resulting from construction operations. If during prosecution of the work the Contractor encounters an existing utility that requires adjustment, do not interfere with the utility but take the proper precautions to protect the utility and promptly notify the CO of the need for adjustment.

If the Contractor desires the temporary or permanent adjustment of utilities for their own benefit, conduct all negotiations with the utility owners and pay all costs in connection with the adjustment.

Promptly notify the CO in writing if the Contractor encounters utilities that are not shown on the plans, marked by Miss Utility, or otherwise known to the Contractor before the site is disturbed further and before the affected work is performed. Upon receipt of the Contractor's written notification, the CO will acknowledge receipt and investigate the conditions. The CO will notify the Contractor whether or not a modification to the Contract is warranted. Modifications will be made according to Subsection 109.06.

No utility adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

Protect and shield in place water line crossing slope reconstruction at Station 118+25.

Complete work on Structure 4-1 with Cox Communications representative on site. Contact Cox Communications two weeks prior to beginning work. Contact information will be provided at the pre-construction meeting.

Install pipe at 111+52, 7' Right with Fort Belvoir representative on site. Contact Fort Belvoir Fiberoptics team two weeks prior to beginning work. Contact information will be provided at the pre-construction meeting.

104.07 Cooperation among Contractors. Follow the requirements of FAR Clause 52.236-8 Other Contracts and the following:

(a) The Government, Fort Belvoir, Fairfax County, or VDOT may at any time contract or approve concurrent contracts for performance of other work on, near, or within the same geographical area of the work specified in an existing contract. Do not impede or limit access to such work by others. When separate contracts are awarded within the limits of one project, do not hinder the work being performed by other contractors. In the case of dispute with other contractors or contracts, proceed as directed by the CO.

(b) Assume all liability, financial or otherwise, in connection with this and other contracts and protect and save harmless the Government from any and all damages and claims that may arise because of any inconvenience, delay, or loss other contractors experience as a result of the presence and operations of other contractors working in or near the work covered by this Contract. Assume all responsibility for any work not completed because of the presence or operation of other contractors.

(c) The Government will not assume any responsibility for acts, failures, or omissions of one contractor that delay the work of another except as provided herein.

Section 105. — CONTROL OF MATERIAL

105.01 Source of Supply and Quality Requirements. Follow the requirements of FAR Clause 52.236-5 Material and Workmanship. Within 30 days after notification of award of the Contract, but not later than 7 days prior to the beginning of construction operations under the Contract, the Contractor shall submit a statement of the known origin, composition and manufacture of all materials to be used in the work, including optional or alternate items. Material requirements not previously reported shall be submitted at least 60 days prior to their use on the project, but not less than 21 days prior to delivery. The Contractor's statement shall be electronically submitted using the most recent version of Form C-25 (http://vdotforms.vdot.virginia.gov/SearchResults.aspx?filename=C25.xlsx) and shall be identified by the complete project number, and all items or component materials shall be identified by the specific Contract item number and the Specification reference shown in the Contract.

Select sources and submit acceptable material. Notify the CO of proposed sources before delivery to the project to expedite material inspection and testing. Do not incorporate material until approved.

Material may be approved at the source of supply before delivery to the project. Approval of a material source does not constitute acceptance of material submitted from the source. If an approved source fails to supply acceptable material during the life of the project, further use of that source may be denied.

The following materials shall also comply with Subsection 109.01: asphalt concrete; dense graded aggregate, to include aggregate base, subbase, and select material; fine aggregate; open graded coarse aggregate; crusher run aggregate; and road stabilization aggregate. The printed weights of each load of these materials, as specified in Section 109, shall accompany the delivery, and such information shall be furnished to the CO at the project.

105.02 Material Sources.

(a) Government-provided sources. The Government will acquire the permits and rights to remove material from provided sources identified in the Contract and to use such property for a plant site and stockpiles. Test reports and available historical material data will be furnished to the Contractor upon request.

Do not perform work within a source until a source development plan is approved. Allow 7 days for approval. Include the following as applicable:

(1) Requirements of written agreements;

(2) Requirements in Sections 107, 157, 303, 602, and 603;

(3) Source development details;

(4) Restoration details; and

(5) Abandonment details.

Perform work necessary to produce acceptable material including work required by the approved source development plan.

The quality of material is generally acceptable. Variations in quality should be expected as it is not feasible to ascertain the quality of material for an entire deposit from exploratory samples. Determine the quantity, type of equipment, and work necessary and produce acceptable material to be incorporated into the work. Do not perform aggregate source quality tests listed in the Sampling, Testing, and Acceptance Requirements table of other Sections when using Government-provided sources. Perform quality control sampling and testing according to the approved Contractor Quality Control Plan in Section 153 and the applicable Sampling, Testing, and Acceptance Requirements tables included at the end of each Section. Allow the CO the opportunity to witness sampling and splitting of the test material.

(b) Government-provided material stockpile. The quality of the material in the stockpile has been preapproved unless otherwise noted and is considered acceptable for the application for which it has been designated. Perform quality control sampling and testing according to the approved Contractor Quality Control Plan in Section 153 and the applicable Sampling, Testing, and Acceptance Requirements table included at the end of each Section. Test results submitted will be for the Government's information only. Allow the CO the opportunity to witness sampling and splitting of the test material.

(c) Contractor-located sources. The Contractor is responsible for Contractor-located material sources, including established commercial material sources. Use sources that fulfill the Contract quantity and quality requirements. Determine the quantity, type of equipment, and work necessary to select and produce an acceptable material. Secure permits and clearances for use of the source and submit copies of the documents to the CO. Follow the environmental requirements of Subsection 107.10(g). Submit available historical data indicating acceptable material can be produced from the source. Perform quality control sampling and testing according to the approved Contractor Quality Control Plan in Section 153, aggregate source quality tests, and applicable Sampling, Testing, and Acceptance Requirements table included at the end of each Section. Allow the CO the opportunity to witness sampling and splitting of the test material.

105.03 Material Source Management. Notify the CO at least 14 days before starting operations in the source. Develop and operate according to the approved source development plan for Government-provided sources or written agreement for Contractor-located sources.

Before developing a material source, measure the sediment content of bodies of water adjacent to the work area that will receive drainage from the work area. Perform erosion and sediment control according to the source development plan and the "*Storm Water Pollution Prevention Plan (SWPPP)*" or "*Erosion Control Plan*".

Do not remove material measured in-place from borrow sources or Government-provided stockpiles until initial ground survey measurements have been taken and approved. Perform final ground survey measurements.

When measuring by the cubic yard measure in its original position measure in its original position. If borrow excavation is measured by the cubic yard in-place, take initial cross-sections of the ground surface after stripping overburden. Upon completion of excavation and after the borrow source waste material is returned to the source, retake cross-sections before replacing the overburden.

Do not measure borrow excavation until suitable roadway excavation is depleted.

Dispose of rejected material in an approved manner.

105.04 Handling and Storing Material. Handle and store material to preserve its quality and fitness for the work. Stored material approved before storage may again be inspected before use in the work. Locate stored material to facilitate prompt inspection.

Use only approved portions of the right-of-way for storing material or equipment. Provide additional space as needed. Do not use private property for storage without written permission of the owner or lessee. Submit copies of agreements and documents.

Provide security for stored material.

Restore Government-provided storage sites to their original condition.

105.05 Use of Material Found in the Work. Stone, gravel, sand, or other material found in the excavation may be used for another pay item when in compliance with the requirements of the Specifications and approved by the CO. If material found in the excavation is used for another pay item, material will be paid both as excavation and as the other pay item for which it is used. Replace excavation used with acceptable material at no cost to the Government. Excavate or remove material only from within the grading limits, as indicated by the slope and grade lines.

The right to use and process material found in the work excludes the use and processing of material for nongovernment Contract work, except for the disposal of waste material. If the Contractor produces or processes material from Government lands in excess of the quantities required for the contract, the Government may:

(a) Take possession of the excess material and direct its use, paying the Contractor only for the cost of production or

(b) Require removal of the material and restoration of the land to a satisfactory condition at no cost to the Government.

105.06 Material Source Restoration. Restore Government-provided sources according to the approved source development plan. Restack the unused portion of the Government-provided stockpiles upon completion of the work at no cost to the Government. Do not measure restoration of material sources for payment.

Section 106. — ACCEPTANCE OF WORK

106.01 Conformity with Contract Requirements. Follow the requirements of FAR Clause 52.246-12 Inspection of Construction.

References to standard documents and test methods of AASHTO, ASTM, VTM, GSA, and other recognized standard authorities refer to the documents and methods in effect on the date of the Invitation for Bids (IFB) or Request for Proposal (RFP).

Specification limits, tolerances, test results, and related calculations are according to ASTM E29, Absolute Method.

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

Incorporate manufactured material into the work according to the manufacturer's recommendations or to these specifications, whichever is stricter.

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

Plan dimensions and Contract specification values are the values to be strived for and complied with as the design values from which 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.

The Government may inspect, sample, or test work before final acceptance of the project. If 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 Government testing is performed on work, the result will be used for acceptance purposes under Subsection 106.04.

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. Three methods of determining conformity and accepting work are described in Subsections 106.02 through 106.04. The primary method of acceptance is specified in each Section of work, but work may be rejected if it is found not to comply with the Contract. Materials will be evaluated, adjusted, and accepted in accordance with the VDOT 2020 Road and Bridge Specifications, Section 200, and the acceptance requirements for each material incorporated into the project.

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.

As an alternative to removal and replacement, the Contractor may submit a written request to:

(a) Have the work accepted at a reduced price; or

(b) Perform corrective measures to bring the work into conformity.

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

106.02 Visual Inspection. Acceptance is based on visual inspection of the work for compliance with the Contract and prevailing industry standards.

106.03 Certification. When materials are accepted based on certification, furnish a material that is found in the most current VDOT Materials Division's Approved Products List located at https://www.virginiadot.org/business/resources/Materials/ApprovedLists/Materials_Approved_Lists.pdf.

For a material that is on VDOT Materials Division's Approved Products List, the manufacturer is to clearly mark the material or packaging with a unique product identification to assist in acceptance for use in the work.

Other than references in or to the FAR or Federal Law, when specifications reference certifications, certificates or certified documents, equipment or individuals; these references refer to documentation of non-regulatory, peripheral Contract requirements that are required to be validated by an individual or organization having unique knowledge or qualifications to perform such validation.

Verify Approved Products List compliance before incorporating the material into the work to ensure that the requirements of the Contract have been met. Mark the certifications with the following information:

- Project number and name;
- Pay item number and description;
- Contractor's signature; and
- Date.

Material accepted by certification may be sampled and tested from the Approved Products List. If material is determined not to conform with the contract, the material will be rejected whether in place or not.

One of the following certifications may be required:

(a) Production certification. Material requiring a production certification is identified in the Acceptance Subsection of each Section. Submit a production certification from the manufacturer for each shipment of material. Include the following:

(1) Date and place of manufacture;

(2) Lot number or other means of cross-referencing to the manufacturer's inspection and testing system; and

(3) Substantiating evidence that the material conforms to the Contract quality requirements as required by FAR Subpart 46.105(a)(4), including the following:

(a) Test results on material from the same lot and documentation of the inspection and testing system;

(b) A statement from the manufacturer that the material complies with the contract; and

(c) Manufacturer's signature or other means of demonstrating accountability for the certification.

(b) Commercial certification. Submit one commercial certification for similar material from the same manufacturer.

A commercial certification is a manufacturer's or Contractor's representation that the material complies with the contract. The representation may be labels, catalog data, stamped specification standards, or supplier's certifications indicating the material is produced to a commercial standard or specification.

106.04 Measured or Tested Conformance. Perform necessary measurements and tests to ensure work complies with the contract. Measured or tested for conformance will be determined in accordance with the VDOT 2020 Road and Bridge Specifications and the applicable VDOT Materials Manual of Instruction acceptance criteria.

Use prevailing industry standards in the absence of Contract requirements or tolerances.

Submit measurements, tests, and supporting data for acceptance.

106.05 Reserved.

106.06 Inspection at the Plant. Work may be inspected at the point of production or fabrication. Manufacturing plants may be inspected for compliance with specified manufacturing methods. Material samples may be obtained for laboratory testing for compliance with quality requirements. Allow full entry at all times to the parts of the plant producing the work.

106.07 Partial and Final Acceptance. Maintain the work during construction and until the project is accepted. Repair damage caused by the Contractor before final acceptance of the entire project at no cost to the Government. See FAR Clause 52.236-11 Use and Possession Prior to Completion.

(a) Partial acceptance. When a segment of the project is completed, a final inspection of that segment may be requested. If the segment is complete and in compliance, it may be accepted. If

accepted, the CO may relieve the Contractor of further responsibility for maintaining accepted work.

When public traffic is accommodated through construction and begins using sections of roadway as they are completed, continue maintenance of such sections until final acceptance.

(b) Final acceptance. Notify the CO when the entire project is complete to schedule an inspection. If work is determined to be complete, the inspection will constitute the final inspection. The Contractor will be notified in writing of final acceptance as of the date of the final inspection. Final acceptance relieves the Contractor of further responsibility for the maintenance of the project.

If the inspection discloses unsatisfactory work, the CO will provide to the Contractor a list of the work that is incomplete or requires correction. Immediately complete or correct the work. Submit notification when the work has been completed as provided above.

Section 107. — LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 Laws to be Observed. Follow the requirements of FAR Clause 52.236-7 Permits and Responsibilities.

Comply with applicable laws, ordinances, safety codes, regulations, orders, and decrees. Protect and indemnify the Government and its representatives against claim or liability arising from or based on the alleged violation of the same.

Comply with permits and agreements obtained by the Government for performing the work that is included in the contract. Obtain additional permits or agreements and modifications to Government-obtained permits or agreements that are required by the Contractor's methods of operation. Submit copies of permits and agreements.

107.02 Protection and Restoration of Property and Landscape. Follow the requirements of FAR Clause 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.

Preserve public and private property. Protect monuments established for perpetuating horizontal, vertical, cadastral, or boundary control. No adjustment damage or removal of a monument should take place without the written approval of the CO. A photographic record of the conditions of Monuments or other structures should be provided to the CO prior to any work being performed to provide a record of the condition of these structures. Existing Damage to structures should be noted and emphasized in the photos prior to starting work. When necessary to destroy a monument, reestablish the monument according to applicable state statute or by the direction of the agency or individual who established the monument.

Do not disturb the area beyond the construction limits. Replace trees, shrubs, or vegetated areas damaged by construction operations as directed and at no cost to the Government. Remove damaged limbs of existing trees by an approved arborist.

Do not excavate, remove, damage, alter, or deface archeological or paleontological remains or specimens. Control the actions of employees and subcontractors on the project to ensure that protected sites are not disturbed or damaged. Should these items be encountered, suspend operations at the discovery site, notify the CO and continue operations in other areas. The CO will inform the Contractor when operations may resume at the discovery site.

When utilities are to be relocated or adjusted, coordinate the construction schedule activities directly with utility owners.

Notify the CO in writing at least 48 hours in advance of any scheduled utility shutdown, investigation, and /or related work.

Before beginning work in an area, contact the local utility locating service to mark the utilities. Protect utilities from construction operations. Cooperate with utility owners to expedite the relocation or adjustment of their utilities to minimize interruption of service and duplication of work.

If utility services are interrupted as a result of damage by the construction, immediately notify the utility owner, the CO, and other proper authorities. Cooperate with them until service is restored. Do not work around fire hydrants until provisions for continued service are made and approved by the local fire authority.

Notify the CO if utility work is required. Compensation for the work will be provided under applicable clauses of the contract. Satisfactorily repair damage due to the fault or negligence of the Contractor at no cost to the Government.

Repair of damage to underground utilities not shown in the plans or identified before construction, and not caused by the fault or negligence of the Contractor will be paid for by the Government. If utilities shown on the plans are not marked by the utility locating service, contact and ensure that a commercial utility location service marks underground utilities in the field before any excavation begins. The Government will not be responsible for costs associated with repairing damages caused to utilities that are shown in the plans.

107.03 Bulletin Board. Furnish a weatherproof bulletin board of suitable size and construction for continuous display of posters and other information required by the contract. Erect and maintain the bulletin board at a conspicuously accessible location on the project and remove and dispose of it after project final acceptance.

Display the following documents on the bulletin board:

(a) Equal Employment Opportunity Commission (EEOC), *Equal Opportunity Is The Law* poster according to FAR Clause 52.222-26 Equal Opportunity;

(b) FHWA Form 1022, *Notice* that the project is subject to Title 18, U.S. Criminal Code, Section 1020 poster;

(c) Department of Labor, Wage and Hour Division (WHD), WHD 1321, *Employee Rights Under The Davis-Bacon Act* poster (regarding proper pay);

(d) Department of Labor, OSHA, *Job Health and Safety: It's The Law* poster, according to Title 29, Code of Federal Regulations, Part 1903;

(e) "General Wage Decision" contained in the contract;

(f) Company equal employment opportunity policy, according to FAR Clause 52.222-27 Affirmative Action Compliance Requirements for Construction;

(g) Emergency telephone numbers (in areas where 911 is not available), according to Title 29, Code of Federal Regulation, Part 1926.50(f);

(h) WHD Publication, *Employee Rights and Responsibilities Under the Family and Medical Leave Act* poster according to Title 29, Code of Federal Regulation, Part 825.300(a);

(i) WHD 1462, *Employee Polygraph Protection Act* poster; and

(j) National Labor Relations Board (NLRA), *Employee Rights Under The National Labor Relations Act* poster according to Executive Order 13496.

107.04 Railroad Protection. The Government will obtain the necessary permits and agreements from the railroad for specified work for relocating railroads or for work at railroad crossings. Make arrangements for other work that, due to the method of operation, may also impact the railroad. Submit copies of permits and agreements.

Do not interfere with railroad operations. If the construction damages railroad property, reimburse the railroad for damages, or at the railroad's option, repair the damage at no cost to the Government.

Do not cross railroad tracks, with vehicles or equipment, except at existing and open public grade crossings or railroad approved temporary grade crossings. If there is a need for a temporary grade crossing, notify the CO and make the necessary arrangements with the railroad for its construction, protection, and removal. Reimburse the railroad for temporary grade crossing work or at the railroad's option, perform the work.

107.05 Responsibility for Damage Claims. Indemnify and hold harmless the Government, the Commonwealth of Virginia, and their respective officers, employees, and consultants from suits; actions; or claims brought for injuries or damage received or sustained by a person, persons, or property resulting from the construction operations or arising out of the negligent performance of the contract.

Procure and maintain until final acceptance of the contract, liability insurance of the types and limits specified below. Obtain insurance from companies authorized to do business in the appropriate state. Ensure the insurance covers operations under the Contract whether performed by the Contractor or by subcontractors.

Before work begins, submit "*certificates of insurance*" certifying that the policies will not be changed or canceled until written notice has been given to the Government. Insurance coverage in the minimum amounts set forth below does not relieve the Contractor of liability in excess of the coverage.

Carry insurance conforming to the following minimums:

(a) Worker's compensation insurance. Minimum required by law.

(b) Comprehensive or commercial general liability insurance.

- **(1)** Personal injury and property damage coverage;
- **(2)** Contractual liability coverage;
- **(3)** Completed operations liability coverage;
- **(4)** $1,000,000 combined single limit for each occurrence; and
- **(5)** $2,000,000 general aggregate limit.

(c) Automobile liability insurance. $1,000,000 combined single limit for each occurrence.

107.06 Contractor's Responsibility for Work. Assume responsibility for all work until final acceptance, except as provided in Subsection 106.07. This includes periods of suspended work. Protect the work against injury, loss, or damage from all causes whether arising from the execution or non-execution of the work.

Maintain public traffic according to Section 156.

Rebuild, repair, restore, and make good losses, injuries, or damages to any portion of the work. This includes losses, injuries, or damages caused by vandalism, theft, accommodation of public traffic, and weather that occurs during the contract.

The Government will only be responsible for costs attributable to repairing or replacing damaged work caused by declared enemies and terrorists of the Government and cataclysmic natural phenomenon (such as tornadoes, earthquakes, major floods, and other officially declared natural disasters). The Government will not be responsible for delay costs, impact costs, or extended overhead costs.

107.07 Furnishing Right-of-Way and Construction Access.

VDOT has interest within the project limits. The Government will obtain Land Use Permits from VDOT for this project before the Contractor begins any work on site. Obtain copies of the Land Use Permit before beginning work on site.

Fort Belvoir has interest within the project limits. The Contractor will obtain Right of Entry from the Army project before the Contractor begins any work on site. Obtain copies of the Right of Entry before beginning work on site. The Contractor will obtain an Army Department of Public Works Excavation Permit prior to beginning work within United States of America (Fort Belvoir) limits. The point of contact will be provided at the preconstruction conference.

107.08 Sanitation, Health, and Safety. Follow the requirements of FAR Clause 52.236-13 Accident Prevention.

Observe rules and regulations of Federal, state, and local health officials. Do not allow workers to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous.

Admit OSHA inspectors or other legally responsible officials involved in safety and health administration to the project work site upon presentation of proper credentials.

Report accidents on forms furnished by the Government or with prior approval, on forms used to report accidents to other agencies or insurance carriers. Maintain an OSHA Form 300, *Log of Work-Related Injuries and Illnesses* and make it available for inspection.

Install a reverse signal alarm audible above the surrounding noise level on motorized vehicles having an obstructed view and on earth-moving and compaction equipment.

107.09 Legal Relationship of the Parties. In the performance of the contract, the Contractor is an independent contractor. The Contractor's independent contractor status does not limit the Government's general rights under the contract. No Government employee or a business organization owned or substantially owned or controlled by one or more Government employees may be a Contractor.

107.10 Environmental Stipulations. By signing the bid, the bidder certifies (unless the Contract is exempt under 42 USC 7606, 33 USC 1368, Executive Order 11738, and 2 CFR 1532.1140) that any facility to be used in the performance of the Contract is not listed on the Federal System for Award Management (SAM) Exclusions Public Extract according to 2 CFR 1532.1125; and that

the bidder shall promptly notify the CO prior to the award of the Contract if the bidder receives any communication from the EPA, indicating that a facility to be used for the Contract is under consideration to be listed on the Federal SAM Exclusion Public Extract.

No separate payment will be made for the work or precautions described herein except where provided for as a specific item in the Contract or except where provision has been made for such payment in the Specifications.

(a) Erosion and Siltation: The Contractor shall exercise every reasonable precaution, including temporary and permanent soil stabilization measures, throughout the duration of the project to control erosion and prevent siltation of adjacent lands, rivers, streams, wetlands, lakes, and impoundments. Soil stabilization and/or erosion control measures shall be applied to erodible soil or ground materials exposed by any activity associated with construction, including clearing, grubbing, and grading, but not limited to local or on-site sources of materials, stockpiles, disposal areas, and haul roads.

The Contractor shall comply with Subsections 301.02 and 303.03. Should the Contractor as a result of negligence or noncompliance, fail to provide soil stabilization in accordance with these specifications, the cost of temporary soil stabilization in accordance with Section 303 shall be at the Contractor's expense. If the delay in stabilizing an exposed area of land is due to circumstances beyond the Contractor's control, the Department will be responsible for the expense.

Temporary measures shall be coordinated with the work to ensure effective and continuous erosion and sediment control. Permanent erosion control measures and drainage facilities shall be installed as the work progresses.

The Certified Contractor shall inspect erosion and sediment control and pollution prevention practices, devices and measures for proper installation and operation weekly and after every rain event and promptly report their findings to the CO. Failure on the part of the Contractor to maintain appropriate erosion and sediment control or pollution prevention devices in a functioning condition may result in the Engineer notifying the Contractor in writing of specific deficiencies. Deficiencies shall be corrected immediately or as otherwise directed by the Engineer. If the Contractor fails to correct or take appropriate actions to correct the specified deficiencies within 24 hours (or as otherwise directed) after receipt of such notification, the Department may do one or more of the following: require the Contractor to suspend work in other areas and concentrate efforts towards correcting the specified deficiencies, withhold payment of monthly progress estimates, or proceed to correct the specified deficiencies and deduct the entire cost of such work from monies due the Contractor. Failure on the part of the Contractor to maintain a Department certified erosion and sediment control employee within the project limits when land disturbance activities are being performed will result in the Engineer suspending work related to any land disturbance activity until such time as the Contractor is in compliance with this requirement.

(b) Pollution:

(1) Water: The Contractor shall exercise every reasonable precaution throughout the duration of the project to prevent pollution of rivers, streams, and impoundments. Pollutants such as, but not limited to, chemicals, fuels, lubricants, bitumens, raw sewage, paints,

sedimentation, and other harmful material shall not be discharged into or alongside rivers, streams, or impoundments or into channels leading to them. The Contractor shall provide the CO a contingency plan for reporting and immediate actions to be taken in the event of a dump, discharge, or spill within 8 hours after he has mobilized to the project site.

Construction discharge water shall be filtered to remove deleterious materials prior to discharge into state waters. Filtering shall be accomplished by the use of a standard dewatering basin or a dewatering bag or other measures approved by the CO. Dewatering bags shall conform to Section 245. During specified spawning seasons, discharges and construction activities in spawning areas of state waters shall be restricted so as not to disturb or inhibit aquatic species that are indigenous to the waters. Neither water nor other effluence shall be discharged onto wetlands or breeding or nesting areas of migratory waterfowl. When used extensively in wetlands, heavy equipment shall be placed on mats. Temporary construction fills and mats in wetlands and flood plains shall be constructed of approved non-erodible materials and shall be removed by the Contractor to natural ground when the Engineer so directs.

If the Contractor dumps, discharges, or spills any oil or chemical that reaches or has the potential to reach a waterway, he shall immediately notify all appropriate jurisdictional state and Federal agencies in accordance with Subsections 107.01 and 107.10(e) and the VPDES General Permit For Discharge of Stormwater From Construction Activities and shall take immediate actions to contain, remove, and properly dispose of the oil or chemical.

Solids, sludges, or other pollutants removed in the course of the treatment or management of pollutants shall be disposed of in a manner that prevents any pollutant from such materials from entering surface waters in compliance with all applicable state and Federal laws and regulations.

Excavation material shall be disposed of in approved areas above the mean high water mark shown on the plans in a manner that will prevent the return of solid or suspended materials to state waters. If the mark is not shown on the plans, the mean high water mark shall be considered the elevation of the top of stream banks.

Constructing new bridge(s) and dismantling and removing existing bridge(s) shall be accomplished in a manner that will prevent the dumping or discharge of construction or disposable materials into rivers, streams, or impoundments.

Construction operations in rivers, streams, or impoundments shall be restricted to those areas where identified on the plans and to those that must be entered for the construction of structures. Rivers, streams, and impoundments shall be cleared of falsework, piling, debris, or other obstructions placed therein or caused by construction operations. Stabilization of the streambed and banks shall occur immediately upon completion of work or if work is suspended for more than 14 days.

The Contractor shall prevent stream constriction that would reduce stream flows below the minimum, as defined by the State Water Control Board, during construction operations.

If it is necessary to relocate an existing stream or drainage facility temporarily to facilitate construction, the Contractor shall design and provide temporary channels or culverts of adequate size to carry the normal flow of the stream or drainage facility. The Contractor shall submit a temporary relocation design to the CO for review and acceptance in sufficient time to allow for discussion and correction prior to beginning the work the design covers. Costs

for the temporary relocation of the stream or drainage facility shall be included in the Contract price for the related pipe or box culvert, unless specifically provided for under another Pay Item. Stabilization of the streambed and banks shall occur immediately upon completion of, or during the work or if the work is suspended for more than 14 days.

Temporary bridges or other minimally invasive structures shall be used wherever the Contractor finds it necessary to cross a stream more than twice in a 6-month period, unless otherwise authorized by water quality permits issued by the U. S. Army Corps of Engineers, Virginia Marine Resources Commission or the Virginia Department of Environmental Quality for the Contract.

The Contractor shall cover all dumpsters at the end of each work shift and when not in use during a rain event.

(2) Air: The Contractor shall comply with Subsection 107.01 and the State Air Pollution Control Law and Rules of the State Air Pollution Control Board, including notifications required therein. Precautions shall be taken at all times to prevent particulate matter from becoming airborne according to 9 VAC 5-50-80 and 9 VAC 5-50-90.

Burning is not allowed.

Asphalt mixing plants shall be designed, equipped, and operated so that the amount and quality of air pollutants emitted will conform to the rules of the State Air Pollution Control Board.

(a) ***VOC Emission Control Areas*** **-** The Contractor is advised that when the project is located in a volatile organic compound (VOC) emissions control area identified in 9 VAC 5-20-206 or Table I-3 below the following limitations shall apply:

(1) Open burning is prohibited during the months of May, June, July, August, and September.

(2) Cutback asphalt is prohibited April through October except when use or application as a penetrating prime coat or tack is necessary. See 9 VAC 5-45-760 et seq. (Emission Standards for Asphalt Paving Operations) and 9 VAC 5-20-206 (Regulations for the Control and Abatement of Air Pollution) for further clarification.

TABLE I-3

VOC Emissions Control Area	VDOT District	Jurisdiction
Northern Virginia	NOVA	Alexandria City Arlington County Fairfax County Fairfax City Falls Church City Loudoun County Manassas City Manassas Park City Prince William County
Northern Virginia	Fredericksburg	Stafford County

Fredericksburg	Fredericksburg	Spotsylvania County Fredericksburg City
Hampton Roads	Fredericksburg	Gloucester County
Hampton Roads	Hampton Roads	Chesapeake City Hampton City Isle of Wight County James City County Newport News City Norfolk City Poquoson City Portsmouth City Suffolk City Virginia Beach City Williamsburg City York County
Richmond	Richmond	Charles City County Chesterfield County Colonial Heights City Hanover County Henrico County Hopewell City Petersburg City Prince George County Richmond City
Western Virginia	Staunton	Frederick County Winchester City
Western Virginia	Salem	Roanoke County Botetourt County Roanoke City Salem City

(b) Emission standards for asbestos incorporated in the EPA's National Emission Standards for Hazardous Air Pollutants apply to:

- The demolition or renovation of any facility including but not limited to institutional, commercial, public, or industrial buildings; bridge structures; or portions thereof that contain regulated asbestos containing materials (RACM).

- Activities where the Contractor's methods for such actions will produce RACM.

(c) The Contractor shall submit demolition notification to the EPA and the Virginia Department of Labor and Industry, in accordance with Subsection 107.01 regardless of whether RACM are present or not, a minimum of 10 business days before starting work on the following activities:

(1) Demolishing or dismantling and removing existing building or bridge structures

(2) Moving an entire building or bridge structure

(3) Reconstructing, repairing, or replacing any load-bearing component of a bridge structure

The Contractor shall provide written notification to the Engineer a minimum of 3 full business days prior to work being performed.

(3) Noise: The Contractor's operations shall be performed so that exterior noise levels measured during a noise-sensitive activity shall not exceed 80 decibels. Such noise level measurements shall be taken at a point on the perimeter of the construction limit that is closest to the adjoining property on which a noise sensitive activity is occurring. A noise-sensitive activity is any activity for which lowered noise levels are essential if the activity is to serve its intended purpose and not present an unreasonable public nuisance. Such activities include, but are not limited to, those associated with residences, hospitals, nursing homes, churches, schools, libraries, parks, and recreational areas

The Department may monitor construction-related noise. If construction noise levels exceed 80 decibels during noise sensitive activities, the Contractor shall take corrective action before proceeding with operations. The Contractor shall be responsible for costs associated with the abatement of construction noise and the delay of operations attributable to noncompliance with these requirements.

The Department may prohibit or restrict to certain portions of the project any work that produces objectionable noise between 10 PM and 6 AM. If other hours are established by local ordinance, the local ordinance shall govern.

Equipment shall in no way be altered so as to result in noise levels that are greater than those produced by the original equipment.

When feasible, the Contractor shall establish haul routes that direct his vehicles away from developed areas and ensure that noise from hauling operations is kept to a minimum.

These requirements shall not be applicable if the noise produced by sources other than the Contractor's operation at the point of reception is greater than the noise from the Contractor's operation at the same point.

(c) Forest Fires: The Contractor shall take all reasonable precautions to prevent and suppress forest fires in any area involved in construction operations or occupied by him as a result of such operations. The Contractor shall cooperate with the proper authorities of the state and Federal governments in reporting, preventing, and suppressing forest fires. Labor, tools, or equipment furnished by the Contractor upon the order of any forest official issued under authority granted the official by law shall not be considered a part of the Contract. The Contractor shall negotiate with the proper forest official for compensation for such labor, tools, or equipment.

(d) Archeological, Paleontological, and Rare Mineralogical Findings: In the event of the discovery of prehistoric ruins, Indian or early settler sites, burial grounds, relics, fossils, meteorites, or other articles of archeological, paleontological, or rare mineralogical interest during the prosecution of work, the Contractor shall act immediately to suspend work at the site of the discovery and notify the Engineer. The Engineer will immediately notify the proper state authority charged with the responsibility of investigating and evaluating such finds. The Contractor shall cooperate and, upon the request of the Engineer, assist in protecting, mapping,

and removing the findings. Labor, tools, or equipment furnished by the Contractor for such work will be paid for in accordance with Subsection 104.03. Findings shall become the property of the Commonwealth of Virginia unless they are located on Federal lands, in which event they shall become the property of the U.S. Government.

When such findings delay the progress or performance of the work, the Contractor shall notify the Engineer in accordance with Section 155 and Subsection 109.04.

(e) Storm Water Pollution Prevention Plan and General VPDES Permit for the Discharge of Stormwater from Construction Activities

A Stormwater Pollution Prevention Plan (SWPPP) identifies potential sources of pollutants which may reasonably be expected to affect the stormwater discharges from the construction site and any on-site or off-site support facilities located on VDOT rights of way and easements. The SWPPP also describes and ensures implementation of practices which will be used to minimize or prevent pollutants in such discharges.

The SWPPP shall include, but not be limited to, the approved Erosion and Sediment Control (ESC) Plan, the approved Stormwater Management (SWM) Plan (if applicable), the approved Pollution Prevention Plan and all related Specifications, Standards, and notes contained within all Contract documents and shall be required for all land-disturbing activities that disturb 10,000 square feet or greater, or 2,500 square feet or greater in Tidewater Virginia.

Land-disturbing activities that disturb one acre or greater require coverage under the Department of Environmental Quality's General VPDES Permit for the Discharge of Stormwater from Construction Activities (hereafter referred to as the Construction General Permit). The Government will apply for and secure Construction General Permit coverage for all applicable land disturbing activities on VDOT rights of way or easements for which it has contractual control, including off-site (outside the project limits) support facilities within project limits that directly relate to the construction activity.

The Contractor shall be responsible for securing VPDES Construction Permit coverage and complying with all permit conditions for all support facilities that are not located on VDOT rights of way or easements.

The required contents of a SWPPP for those land disturbance activities requiring coverage under the VPDES Construction Permit are found in Section II of the permit.

While a SWPPP is an important component of the VPDES Construction Permit, it is only one of the many requirements that must be addressed in order to be in full compliance with the conditions of the permit.

The Contractor and all other persons that oversee or perform activities covered by the VPDES Construction Permit shall be responsible for reading, understanding, and complying with all of the terms, conditions, and requirements of the permit and the project's SWPPP including, but not limited to, the following:

(1) Project Implementation Responsibilities

The Contractor shall be responsible for the installation, maintenance, inspection, and, on a daily basis, ensuring the functionality of all erosion and sediment control measures and all other stormwater runoff control and pollution prevention measures identified within or referenced within the SWPPP, the construction plans, the specifications, all applicable permits, and all other Contract documents.

The Contractor shall be solely responsible for the temporary erosion and sediment control protection and permanent stabilization of all borrow areas and soil disposal areas located outside of project limits.

The Contractor shall prevent or minimize any stormwater or non-stormwater discharge that will have a reasonable likelihood of adversely affecting human health or public and/ or private properties.

(2) SWPPP Requirements for Support Facilities

The Government will secure Construction General Permit coverage. The Contractor shall secure separate Construction General Permit coverage for support facilities that are not located on VDOT rights of way or easements.

Support facilities shall include, but not be limited to, borrow and disposal areas, construction and waste material storage areas, equipment and vehicle washing, maintenance, storage and fueling areas, storage areas for fertilizers, fuels or chemicals, concrete wash out areas, sanitary waste facilities, and any other areas that may generate a stormwater or non-stormwater discharge directly related to the construction site.

The Contractor shall provide the Government evidence of required permit coverage for support facilities that are not located within project limits that directly relate to the construction activity

The Contractor shall develop and enforce a Spill Prevention Control and Countermeasure (SPCC) Plan conforming to 40 CFR 112 if the aggregated volume of Oil stored within the project limits at any one time is greater than 1320 gallons. Oil, in this context, shall be defined according to 40 CFR 112. The aggregated volume includes that of both stationary and portable storage facilities but does not include individual storage containers with less than a 55 gallon capacity. The Contractor shall include the SPCC Plan as a part of his Pollution Prevention Plan for the project.

The Contractor shall develop a SWPPP for support facilities that are not included in the Plans whether they are located within or outside the project limits.

(a) For those support facilities located within the project limits, the SWPPP, conforming to 9 VAC 25-870 and 9 VAC 25-880, shall include an erosion and sediment control plan conforming to 9 VAC 25-840, a stormwater management plan conforming to 9 VAC 25-870, and a pollution prevention plan according to these Specifications, the Government-provided SWPPP document, and 9 VAC 25-880, as applicable. Once approved, the Engineer will notify the Contractor in writing that the plans are accepted as a component of the Project's SWPPP and Construction General Permit coverage (where applicable)).

(b) For those support facilities located outside the project limits, a SWPPP, conforming to 9 VAC 25-870 and 9 VAC 25-880, shall include an erosion and sediment control plan conforming to 9 VAC 25-840; a stormwater management plan conforming to 9 VAC 25-

870; a pollution prevention plan conforming to these Specifications, the Government-provided SWPPP document, 9 VAC 25-880, and all necessary documents for obtaining Construction General Permit coverage as applicable. Once accepted by the Engineer, VDOT will secure Construction General Permit coverage. After VDOT secures Construction General Permit coverage for the support facility, the Engineer will notify the Contractor in writing.

Support facilities shall be subject to all Construction General Permit and Contract conditions and requirements. No land disturbing activities can occur in the support areas until written notice to proceed is provided by the Engineer.

(3) Inspection Procedures

(a) **Inspection Requirements:** The Contractor shall be responsible for conducting site inspections according to the requirements herein. Site inspections shall include erosion, sediment control, and pollution prevention practices and facilities; all areas of the site disturbed by construction activity; all on-site support facilities; and all off site support facilities within VDOT right of way or easement. The Contractor shall document all inspections. This inspection shall be incorporated into the SWPPP no later than 4 days after the inspection. Inspections shall be conducted using one of the following schedules:

- **Schedule 1** - At least once every 7 calendar days (equivalent to the once every five business days schedule in the *General* VPDES *Permit for Discharge of Stormwater from Construction Activities*) and within 24 hours following any measureable storm event. If a measureable storm event occurs when there are more than 24 hours between business days, the Contractor shall perform his inspection no later than the next business day. The Contractor shall install a rain gauge at a central location on the project site for the purposes of determining the occurrence of a measureable storm event. Where the project is of such a length that one rain gauge may not provide an accurate representation of the occurrence of a measurable storm event over the entire project site, the Contractor shall install as many rain gauges as necessary to accurately reflect the amount of rainfall received over all portions of the project. The Contractor shall observe all rain gauges no less than once each business day at the time prescribed in the Government-provided SWPPP document or other Contract documents to determine if a measureable storm event has occurred. The procedures for determining the occurrence of a measurable storm event are identified in the the Government-provided SWPPP document or other Contract documents.

- **Schedule 2** - At least each Monday and Thursday (equivalent to the once every four business days schedule in the *General* VPDES *Permit for Discharge of Stormwater from Construction Activities*). Where Monday or Thursday is a non-business day, the inspection may be performed on the next business day afterward. In no case shall the inspections be performed less than once every four business days. A rain gauge will not be required when using Schedule 2.

The inspection schedule (1 or 2) is to be selected prior to the beginning of land disturbance. A business day is defined as Monday through Friday excluding State holidays. A measurable storm event is defined as one producing 0.25 inches of rainfall or greater over a 24 hour time period.

For those areas of the site that have been temporarily stabilized or where land disturbing activities have been suspended due to continuous frozen ground conditions and stormwater discharges are unlikely, the inspection schedule may be reduced to once per month. If weather conditions (such as above freezing temperatures or rain or snow events) make stormwater discharges likely, the Contractor shall immediately resume the regular inspection schedule. Those definable areas where final stabilization has been achieved will not require further inspections provided such areas have been identified in the project's Stormwater Pollution Prevention Plan.

(b) **Corrective Actions**

If a site inspection identifies an existing control measure that is not being maintained properly or operating effectively; an existing control measure that needs to be modified; locations where an additional control measure is necessary; or any other deficiencies in the erosion and sediment control and pollution prevention plan, corrective action(s) shall be completed as soon as practical and prior to the next anticipated measurable storm event but no later than 7 days after the date of the site inspection that identified the deficiency.

(5) Unauthorized Discharges and Reporting Requirements

The Contractor shall not discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances nor shall he otherwise alter the physical, chemical, or biological properties of such waters that render such waters detrimental for or to domestic use, industrial consumption, recreational, or other public uses.

(a) **Notification of non-compliant discharges**

The Contractor shall immediately notify the Engineer upon the discovery of or the potential of any unauthorized, unusual, extraordinary, or non-compliant discharge from the land construction activity or any of support facilities located within project limits that directly relate to the construction activity. Where immediate notification is not possible, such notification shall be not later than 24 hours after said discovery.

(b) **Detailed report requirements for non-compliant discharges**

The Contractor shall submit to the Engineer within 5 days of the discovery of any actual or potential non-compliant discharge a written report describing details of the discharge to include a description of the nature and location of the discharge; the cause of the discharge; the date of occurrence; the length of time that the discharge occurred, the volume of the discharge; the expected duration and total volume if the discharge is continuing; a description of any apparent or potential effects on private and/or public properties and state waters or endangerment to public health; and any steps planned or taken to reduce, eliminate, and prevent a recurrence of the discharge.

(6) Changes and Deficiencies

The Contractor shall report to the Engineer when any planned physical alterations or additions are made to the land disturbing activity or deficiencies in the project plans or Contract are discovered that could significantly change the nature of or increase the potential for pollutants discharged from the land disturbing activity to surface waters and that have not previously been addressed in the SWPPP.

(7) Amendments, Modifications, Revisions and Updates to the SWPPP

The Contractor shall amend the SWPPP whenever site conditions, construction sequencing or scheduling necessitates revisions or modifications to the erosion and sediment control plan, the pollution prevention plan, or any other component of the SWPPP for the land disturbing activity or onsite support facilities.

The Contractor shall amend the SWPPP to identify any additional or modified erosion and sediment control and pollution prevention measures implemented to correct problems or deficiencies identified through any inspection or investigation process.

The Contractor shall amend the SWPPP to identify any new or additional persons or Contractors not previously identified that will be responsible for implementing and maintaining erosion and sediment control and pollution prevention devices.

The Contractor shall update the SWPPP to include:

- A record of dates when major grading activities occur, construction activities temporarily or permanently cease on a portion of the site, and stabilization measures are initiated.

- Documentation of replaced or modified erosion and sediment control and pollution prevention controls where periodic inspections or other information have indicated that the controls have been used inappropriately or incorrectly.

- Identification of areas where final stabilization has occurred and where no further SWPPP or inspection requirements apply.

- The date of any prohibited discharges, the discharge volume released, and what actions were taken to minimize the impact of the release.

- A description of any measures taken to prevent the reoccurrence of any prohibited discharge.

- A description of any measures taken to address any issues identified by the required erosion and sediment control and pollution prevention inspections.

The Contractor shall update the SWPPP no later than 7 days after the implementation or the approval of any amendments, modifications, or revisions to the erosion and sediment control plan, the pollution prevention plan, or any other component of the SWPPP.

Revisions or modifications to the SWPPP shall be approved by the Engineer and shall be documented by the Contractor on a designated plan set (Record Set). All updates to the SWPPP shall be signed by the Contractor and the Responsible Land Disturber (RLD).

The record set of plans shall be maintained with other SWPPP documents on the project site or at a location convenient to the project site where no onsite facilities are available.

All modifications and updates to the SWPPP will be done at no additional cost to the project.

(f) Dirt, plant, and foreign material. Remove dirt, plant, and foreign material from vehicles and equipment before mobilizing to work site. Prevent introduction of noxious weeds and non-native plant species into the work site. Follow applicable Federal land

management agency requirements and state requirements. Maintain cleaning and inspection records.

(g) Clearances for Contractor-selected, noncommercial areas. Contractor-selected, noncommercial areas include material sources, disposal sites, waste areas, haul roads, and staging areas located outside project construction limits and permitted commercial areas. Permitted commercial areas are enterprises or developed areas providing same type material or use over the last 2 years with appropriate permits.

Before using a Contractor-selected, noncommercial areas, submit the following:

(1) Description, schedule, and map of area

(2) Documentation of compliance with applicable laws and regulations.

(3) Owner approval for the area use. When use of Federal land is proposed, submit an approval letter or special use permit from the applicable Federal land management agency.

(4) Legal compliance for the area use. Submit documentation showing compliance with applicable tribal, state and local laws including permits or other approvals issued for the area use.

107.11 Protection of Forests, Parks, and Public Lands. Comply with regulations of the state fire marshal, conservation commission, Federal land management agency, or other authority having jurisdiction governing the protection of land including or adjacent to the project.

107.12 Use of Explosives. Explosives shall be stored and used in a safe and secure manner in compliance with Federal, state, and local laws and ordinances. Prior to prosecuting the Work, the Contractor shall conduct an on-site review of the work involved and develop a plan of operations for performing excavation work. Where feasible, the Contractor shall explore other means of loosening and or reducing the size of the excavation without blasting. When blasting becomes necessary, the Contractor's plan of operations shall include a blasting plan detailing the blasting techniques to be used during excavation operations requiring the use of explosives. Both plans shall be submitted to the CO for review prior to commencing blasting operations.

The Contractor shall be responsible for damage resulting from the use of explosives. The Contractor shall notify each property and utility owner having a building, structure, or other installation above or below ground in proximity to the site of the Work of his intention to use explosives. Notice shall be given sufficiently in advance of the start of blasting operations to enable the owners to take steps to protect their property. The review of the Contractor's plan of operations, blasting plan, and the notification of property owners shall in no way relieve the Contractor of his responsibility for damage resulting from his blasting operations.

107.13 Protection of Threatened, Endangered, and Sensitive Wildlife Species.

Do not cut and remove vegetation from April 1 to November 15. If cutting and removal must occur during this time, a survey for birds and active bird nests is required . No bird, active nest, egg, or hatchling can be disturbed, removed, damaged, or destroyed per the Migratory Bird Treaty Act. No bird, active nest, egg, or hatchling can be disturbed, removed, damaged, or destroyed. Notify all project

personnel that if an active bird nest is discovered within Fort Belvoir limits, work must be stopped in the vicinity of the nest and Contractor must notify Fort Belvoir Natural Resources Branch for consultation and assistance. The point of contact will be provided at the preconstruction conference.

No tree removal or clearing is permitted from April 1 to November 15. This applies to live trees or snags greater or equal to 3 inches in diameter at breast height as well as forested linear features.

Section 108. — PROSECUTION AND PROGRESS

108.01 Commencement, Prosecution, and Completion of Work. Follow the requirements of FAR Clause 52.211-10 Commencement, Prosecution, and Completion of Work.

A preconstruction conference will be held after the Contract is awarded and at least 14 days before beginning work. Coordinate with the CO to ensure that the following agencies and municipalities are invited to the preconstruction conference:

- Department of the Army
  - Fort Belvoir
  - US Army Corps of Engineers, Baltimore District
- Virginia Department of Transportation, Northern Virginia District
- Fairfax County, Department of Transportation

Seven days before the preconstruction conference, submit copies of the preliminary construction schedule according to Section 155.

Construction activities at the project site cannot begin any earlier than the Notice to Proceed (NTP). However, the Contractor may perform any preconstruction activities (i.e., submitting shop drawings, material mix designs, etc.) to prepare for the start of construction once the Contract is awarded and the Notice to Proceed has been issued. Contract time will start as determined by the CO either at time of Contract award or as specified in the Notice to Proceed.

Construction operations are limited as follows:

(a) No work will be permitted on Sundays or National legal holidays.

(b) No work will be permitted on days with special events occurring in the vicinity, as determined by the CO.

(c) No tree removal or clearing is permitted from April 1 to November 15. This applies to live trees or snags greater or equal to 3 inches in diameter at breast height as well as forested linear features.

In addition to the Sunday or Holiday work limitations, mobile, short duration, short-term stationary, or intermediate-term stationary temporary traffic control zone (as defined in the VA WAPM and Transportation Management Plan) lane closures on mainline lanes, shoulders, or ramps shall not be performed during the following Holiday time periods without the written permission of the CO. Additionally, a long-term stationary temporary traffic control zone (as defined in the VA WAPM) shall not be initially put in place, adjusted, or removed during the following Holiday time periods without the written permission of the CO:

- January 1: From Noon on the preceding day until Noon on the following day, except as indicated below for Holidays occurring on a Friday/Saturday or Sunday/Monday.
- Easter: As indicated below for Holidays occurring on a Sunday.
- Memorial Day: As indicated below for Holidays occurring on a Monday.
- July 4: From Noon on the preceding day until Noon on the following day, except as indicated below for Holidays occurring on a Friday/Saturday or Sunday/Monday.
- Labor Day: As indicated below for Holidays occurring on a Monday.
- Thanksgiving Day: From Noon on the Wednesday preceding Thanksgiving Day until Noon on the Monday following Thanksgiving Day.
- Christmas Day: From Noon on the preceding day until Noon on the following day, except as indicated below for Holidays occurring on a Friday/Saturday or Sunday/Monday.
- If the Holiday occurs on a Friday or Saturday: From Noon on the preceding Thursday to Noon on the following Monday.
- If the Holiday occurs on a Sunday or Monday: From Noon on the preceding Friday to Noon on the following Tuesday.

If the Contractor finds it necessary to work on one of these restricted days, request approval from the CO at least 14 days before the planned work.

Coincident with this contract, other contracts for construction projects may be underway or may commence during the construction of this project. Coordinate with the CO and other contractors to minimize disruption to this project and to other construction projects in the area.

108.02 Subcontracting. Follow the requirements of FAR Clause 52.219-14 Limitations on Subcontracting, FAR Clause 52.222-11 Subcontracts (Labor Standards), and FAR Clause 52.236-1 Performance of Work by the Contractor.

Subcontracting does not relieve the Contractor of liability and responsibility under the Contract and does not create any contractual relation between subcontractors and the Government. The Contractor is liable and responsible for actions or lack of action of subcontractors.

Within 14 days of subcontract award, submit an SF 1413, *Statement and Acknowledgment* with Part I completed. Complete other forms that may be provided by the Government to show the work subcontracted and the total dollar amount of the subcontract. For subcontracts involving on-site labor, require the subcontractor to complete Part II of the SF 1413 and complete other forms that may be provided by the Government. Submit required forms prior to subcontractor mobilization, unless directed by the CO. Submit a separate statement documenting the cumulative amount of on-site subcontracts to date as a percentage of the original Contract amount. Submit this information on subcontracts at lower tiers.

In FAR Clause 52.219-8 Utilization of Small Business Concerns and FAR Clause 52.232-27 Prompt Payment for Construction Contracts, the term "*subcontracts*" includes on-site and off-site work and supply contracts.

For contracts in which FAR Clause 52.219-14 Limitations on Subcontracting applies, the percentage of work performed by the Contractor will be computed as the cost of the Contract work performed by the Contractor's employees, not including the cost of material, divided by the cost of all Contract work, not including the cost of material. For contracts on which FAR Clause 52.236-1 Performance of Work applies, the percentage of work performed by the Contractor will be computed as the cost of the Contract work performed on-site by the Contractor's employees divided by the total cost of the contract.

108.03 Determination and Extension of Contract Time. Follow the requirements of FAR Clause 52.211-10 Commencement, Prosecution, and Completion of Work.

(a) Definitions.

(1) Time Impact Analysis. The procedure by which the Contractor demonstrates the effect of specific time impacts on the overall construction schedule. Time impacts may result in an increase or decrease in Contract time.

(2) Float. The amount of time between when an activity "*can start*" (the early start) and when an activity "*must start*" (the late start).

(b) Time Impact Analysis. Comply with the applicable Contract clauses when requesting a time extension. Notify the CO in writing within 7 days after identifying a time impact.

Submit a time impact analysis and revised construction schedule within 14 days after the end of the time impact event for which notice has been given. Include the following:

(1) A title page or header block with:

(a) Contract number;

(b) Project number and name;

(c) Contractor name;

(d) Current fixed completion date;

(e) Date of submittal; and

(f) Consecutive number for each analysis.

(2) State the impact that requires a Time Impact Analysis:

(a) CO proposed or directed Contract Modification;

(b) Contractor proposed Contract Modification;

(c) Weather delay; or

(d) Other Government caused delay.

(3) A copy of the most current approved schedule existing before the impact.

(4) A detailed narrative describing each impact event. Describe impacts to each affected

activity in the construction schedule. Include the following:

(a) Contract clauses under which the request is being made;

(b) Cause of the impact;

(c) Start date of the impact;

(d) Duration of the impact; and

(e) Methods to be employed to re-sequence or reschedule the work to mitigate the impact. Discuss the feasibility of re-sequencing future work to mitigate delay. Re-sequencing or rescheduling of work will be at no cost to the Government. Include corresponding rationale and assumptions of measures which increase the cost of mitigating the impact.

(5) A revised construction schedule to show the impact of the activities identified, including re-sequencing which would mitigate the delay.

(c) Time extensions. Only delays or modifications that affect critical activities or cause noncritical activities to become critical will be considered for time extensions.

When a Critical Path Method schedule is used, no time extension will be made for delays or modifications that use available float as shown in the most current approved schedule existing before the impact.

No time extension will be made for a claim that states insufficient time was provided in the contract.

Under FAR Clause 52.249-10 Default (Fixed Price Construction) the Contractor can request a time extension for a delay due to unusually severe weather as defined under Section 155. If a time extension is requested for unusually severe weather, submit a time impact analysis according to Subsection 108.03(b) and include supporting historical weather data according to Subsections 155.04A and 155.04B. The following criteria will be used for determining a time extension for unusually severe weather:

(1) Time adjustment for rain delays. If the net number of actual workdays lost to rain is less than the total lost days for the month in question, then no time adjustment will be made. If the net number of actual workdays lost to rain is more than the total lost days for the month in question, then a time extension may be granted.

(2) Time adjustment for other weather delays. If a time extension is requested for other unusually severe weather conditions such as snow, extreme cold or heat, high winds, etc., follow the same calculation, submittal, and criteria procedures as outlined for rain delays.

(d) Execution of the Time Impact Analysis. Incorporate accepted logic changes or time extensions into the baseline schedule by the next monthly submittal.

108.04 Failure to Complete Work on Time. Follow the requirements of FAR Clause 52.211-12 Liquidated Damages — Construction.

Liquidated damages in the amount specified in Table 108-1 will be assessed for each day beyond the time allowed to complete the Contract until substantial completion of the work.

If a winter shutdown occurs during this period, liquidated damages in an amount equal to 10 percent of the amount specified in Table 108-1 will be assessed for each day until work resumes at which time full liquidated damages will be assessed.

Liquidated damages in an amount equal to 20 percent of the amount specified in Table 108-1 will be assessed for each day beyond the time allowed to complete the Contract beginning with the day after substantial completion and ending with the date of final completion and acceptance.

Liquidated damages will not be assessed for the following:

(a) Day of the final inspection;

(b) Days required to perform work added to the Contract after substantial completion including items identified during the final inspection that were not required before that time;

(c) Delays by the Government after all work is complete and before a formal acceptance is executed; or

(d) Periods of time when all work is complete, but acceptance is delayed pending the plant establishment period or similar warranty period.

Table 108-1
Charge for Liquidated Damages for Each Day Work Is Not Substantially Completed

Original Contract Price		Daily Charge
From More Than —	To and Including —	
$0	$1,000,000	$1,000
$1,000,000	$2,000,000	$1,800
$2,000,000	$5,000,000	$3,500
$5,000,000	$10,000,000	$4,400
$10,000,000	and more	$5,200

108.05 Stop Order. The CO may order the performance of the work to be stopped, either in whole or in part, for such periods deemed necessary due to the following:

(a) Weather or soil conditions considered unsuitable for prosecution of the work; or

(b) Failure of the Contractor to:

(1) Correct conditions unsafe for the workers or the general public;

(2) Carry out written orders given by the CO; or

(3) Perform provisions of the contract.

No adjustment in Contract time or amount will be made for stop orders issued under Subsection 108.05(a) or (b), except an adjustment in Contract time, as provided by FAR Clause 52.249-10

Default (Fixed-Price Construction), may be made when the Contractor is able to demonstrate that the weather was unusually severe based on the most recent 10 years of historical data.

Section 109. — MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities.

(a) General. Take and record measurements and perform calculations to determine pay quantities for invoicing work performed. Take or convert measurements of work according to U.S. Customary Measure. The methods of measurement and computations to be used to determine quantities of material furnished and work performed will be those generally recognized as conforming to good engineering practice.

Specific methods of measurement shall be as indicated in the specific Section for the Contract item.

Longitudinal measurements for surface area computations will be made along the surface, and transverse measurements will be the surface measure shown on the plans or ordered in writing by the CO. Individual areas of obstructions with a surface area of 9 square feet or less will not be deducted from surface areas measured for payment.

Structures will be measured in accordance with the neat lines shown on the plans.

Items that are measured by the linear foot will be measured parallel to the base or foundation upon which they are placed.

Allowance will not be made for surfaces placed over an area greater than that shown on the plans or for any material moved from outside the area of the cross-section and lines shown on the plans.

When standard manufactured items are specified and are identified by weights or dimensions, such identification will be considered nominal. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

(b) Measurement by Weight. Materials that are measured or proportioned by weight shall be weighted on accurate scales as specified in this Section. When material is paid for on a tonnage basis, personnel performing the weighing shall be certified by VDOT and shall be bonded to the Commonwealth of Virginia in the amount of $10,000 for the faithful observance and performance of the duties of the weigh person required herein. The bond shall be executed on a form having the exact wording as the Weigh persons Surety Bond Form furnished by the Department and shall be submitted to the CO prior to the furnishing of the tonnage material.

The Contractor shall have the weigh person perform the following:

(1) Furnish a signed weigh ticket for each load that shows the date, load number, plant name, size and type of material, project number, schedule or purchase order number, and the weights specified herein.

(2) Maintain sufficient documentation so that the accumulative tonnage and distribution of each lot of material, by Contract, can be readily identified.

(3) Submit by the end of the next working day a summary of the number of loads and total weights for each type of material by Contract.

Trucks used to haul material shall be equipped with a cover suitable to protect the material and to protect the traveling public.

The truck tare to be used in the weighing operation shall be the weight of the empty truck determined with full tank(s) of fuel and the operator seated in the cab. The tare weight of trucks shall be recorded to the nearest 20 pounds. At the option of the Contractor, a new tare may be determined for each load. When a new tare is obtained for each load, the requirement for full tank(s) of fuel will be waived.

Net rail shipment weights may be used for pay quantities when evidenced by railroad bills of lading. However, such weights will not be accepted for pay quantities of materials that subsequently pass through a stationary mixing plant.

Scales shall conform to the requirements for accuracy and sensitivity as set forth in the National Institute of Standards and Technology Handbook No. 44 for Specification Tolerances and Requirements for Commercial and Weighing Devices. Scales used in the weighing of materials paid for on a tonnage basis shall be approved and sealed in accordance with the requirements of the policies of the Bureau of Weights and Measures of the Department of Agriculture and Consumer Services, or other approved agencies, at least once every six months and upon being moved. Hopper and truck scales shall be serviced and tested by a scale service representative at least once every six months. Hopper scales shall be checked with a minimum 500 pounds of ales shall be checked with a minimum 20,000 pounds of test weights.

Copies of scale test reports shall be maintained on file at the scale location for at least 18 months, and copies of all scale service representative test reports shall be forwarded to the Government.

The quantity of materials paid for on a tonnage basis shall be determined on scales equipped with an automatic printer. Truck scale printers shall print the net weight and either the gross or tare weight of each load. Hopper scale printers shall print the net weight of each load. The weigh ticket shall also show the legal gross weight for material weighed on truck scales and the legal net weight for material weighed on hopper scales.

If the automatic printer becomes inoperative, the weighing operation may continue for 48 hours provided satisfactory visual verification of weights can be made. The written permission of the CO shall be required for the operation of scales after 48 hours.

If significant discrepancies are discovered in the printed weight, the ultimate weight for payment will be calculated on volume measurements of the materials in place and unit weights determined by the CO or by other methods deemed appropriate to protect the interests of the Government.

(c) Measurement by Cubic Yard. Material that is measured by the cubic yard, loose measurement or vehicular measurement, shall be hauled in approved vehicles and measured therein at the point of delivery. Material measured in vehicles, except streambed gravel,

silt cleanout, or other self-consolidating material will be allowed at the rate of 2/3 the volume of the vehicle. The full volume of the vehicle will be allowed for streambed gravel. Such vehicles may be of any size or type acceptable to the CO provided the body is of such shape that the actual contents can be readily and accurately determined. Unless all approved vehicles are of uniform capacity, each vehicle shall bear a plainly legible identification mark indicating the specific approved capacity. Each vehicle shall be loaded to at least its water level capacity.

When approved by the CO in writing, material specified to be measured by the cubic yard may be weighed and such weights converted to cubic yards for payment purposes. Factors for conversion from weight to volume measurement will be determined by the CO and shall be agreed to by the Contractor before they are used.

(d) Measurement by Lump Sum. When used as an item of payment, the term lump sum will mean full payment for completion of the corresponding item of work described in the Contract. When a complete structure or structural unit is specified as a Contract item, the unit of measurement will be lump sum, and shall include all necessary fittings and accessories. The quantities may be shown on the plans for items for which lump sum is the method of measurement. If shown, the quantities are approximate and are shown for estimating purposes only and no measurement of quantities will be made for payment. Items that are to be measured as complete units will be counted by the CO in the presence of a representative of the Contractor.

(e) Measurement for Specific Materials.

(1) Concrete (Measured by Volume Measure). Concrete will be measured and computed by dividing the work into simple geometrical figures and adding their volumes.

(2) Concrete (Measured by Square or Lineal Measure). Concrete will be measured and computed by dividing the work into simple geometrical figures and adding their areas or measuring linearly along the item's surface.

(3) Excavation, embankment, and borrow. In computing volumes of excavation, embankment, and borrow, methods having general acceptance in the engineering profession will be used. When the measurement is based on the cross-sectional area, the average end area method will be used.

(4) Asphalt. Asphalt will be measured by the gallon, volumetric measurement, based on a temperature of 60 °F using the following correction factors:

(a) 0.00035 per °F for petroleum oils having a specific gravity 60/60 °F above 0.966

(b) 0.00040 per °F for petroleum oils having a specific gravity 60/60 °F between 0.850 and 0.966

(c) 0.00025 per °F for emulsified asphalt

Unless volume correction tables are available, the following formula shall be used in computing the volume of asphalt at temperatures other than 60 °F:

$$V1 = V \times [1 - K(T - 60)]$$

Where:
V = volume of asphalt to be corrected;
V1 = volume of asphalt at 60 °F;
K = correction factor (coefficient of expansion); and
T = temperature in °F of asphalt to be corrected.

When asphalt is delivered by weight, the volume at 60 °F will be determined by dividing the net weight by the weight per gallon at 60 °F.

When specified in the Contract, asphalt will be measured by weight. Net certified scale weights, or weights based on certified volumes in the case of rail shipments, will be used as a basis of measurement, subject to correction when asphalt has been lost from the car or the distributor, disposed of, or otherwise not incorporated in the work.

When asphalt is shipped by truck or transport, net certified weights or volumes subjected to correction for loss or foaming may be used to compute quantities.

Only the quantity of asphalt actually placed in the work and accepted will be considered in determining the amount due the Contractor.

(5) Timber. Where a pay item, timber will be measured in units of square feet actually incorporated in the structure. Measurement will be based on nominal widths and length of each piece. For 5 inch thick timber such as that expected for timber lagging, 1000 board feet is equivalent to 200 square feet of timber lagging.

(6) Utilities. The basis of measuring utilities is according to the details of the agreement. For public utilities, assume all costs for materials and installation. "INSTALLATION ONLY", in the pay item description indicates that (a) the Government has agreed to pay for the excavation, installation and backfilling with soil or concrete; and (b) materials including conduit, manholes, handholes and cable, and others will be provided by the utility owner.

Splices listed in the bid schedule will be installed according to the owner requirements, and the measurement and payment will be performed according to Subsection 808.04 for "Underground splice enclosure".

(f) Measurement by Contingent Sum, CTSM. Perform work as authorized by the CO. The estimated total cost for CTSM work is approximate and is considered a maximum cost for the required work. The Contract total will be adjusted for authorized changes.

Submit paid invoice receipts for any worker training related to asbestos and other contaminants, and petroleum detection and protection following Contract award, conforming to Federal, State and Local requirements, for insurance, obtaining any necessary permits, decontamination or personnel and equipment, adequate wetting and encapsulation, if required of excavated asbestos-containing soils, transporting and disposing of asbestos-containing soils and/or asbestos cement pipe, preparing and contaminant detection, handling, and disposal plan for the CO's review and

approval, and for all materials, labor, tools equipment, laboratory analyses, documentation and monitoring operations, and incidentals necessary to complete the work.

(g) Day. A calendar day beginning and ending at midnight. Round portions of a day up to the full day.

(h) Each. One entire unit. Measure the actual number of units completed and accepted.

(i) Gallon. The quantity may be measured by the following methods:

(1) Measured volume container.

(2) Metered volume. Use an approved metering system.

(3) Commercially-packaged volumes.

(4) Measured by mass. Use an approved weighing device.

When asphalt material is measured by the gallon, measure the volume at 60 °F or correct the volume to 60 °F using recognized standard correction factors.

(j) Hour. 60 minutes. Measure the actual number of hours ordered by the CO and performed by the Contractor. Round portions of an hour up to the next half hour. Measure time in excess of 40 hours per week at the same rate as the first 40 hours.

(k) Linear foot. As applicable, measure the work along its length from end-to-end; parallel to the base or foundation; along the top; along the front face; or along the invert. Do not measure overlaps.

(l) 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 pay item. The quantity is designated as "*All*". Estimated quantities of lump sum work shown in the Contract are approximate.

(m) M-gallon. 1,000 gallons. Measure according to Subsection 109.01(i).

(n) Mile. 5,280 linear feet. Measure horizontally along the centerline of each roadway, approach road, or ramp.

(o) Month. A month as defined by the Gregorian calendar. Measure portions of a month by prorating based on the total days worked.

(p) Pound. Measure according to Subsection 109.01(b). If sacked or packaged material is furnished, the net weight as packed by the manufacturer may be used.

(q) Slurry unit. Approximately 1,000 gallons of water plus the specified material. Four slurry units contain material to cover one acre. Measure according to Subsection 109.01(i).

(r) Square foot and Square yard. 1 square yard equals 9 square feet. Measurements for area computations will be made horizontally or vertically to the surface being measured. No deductions from the area computation will be made for individual fixtures having area of 9 square feet or less.

(s) Thousand board feet measure, MFBM. 1000 board feet. Measurement equal to 1,000 feet of wood that is 12 inches wide and 1 inch thick.

(t) Ton. 2,000 pounds avoirdupois. Measure according to Subsection 109.01(b).

No adjustment in a Contract price will be made for variations in quantity due to differences in the specific gravity or moisture content.

Use net-certified scale masses or masses based on certified volumes in the case of rail shipments as a basis of measurement subject to correction when asphalt material is lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt material is shipped by truck or transport, net-certified masses, subject to correction for loss or foaming, may be used for computing quantities.

When emulsified asphalt is converted from volume to mass, use a factor of 240 gallons per ton regardless of temperature.

When asphalt binder for asphalt concrete pavement is stored in tanks devoted exclusively to the project, base quantities on invoices. When asphalt binder for asphalt concrete pavement is not stored in tanks devoted exclusively to the project or when the validity of the quantity requested for payment is in question; base quantities on the asphalt content determined by testing.

(u) Week. A 7 day period beginning and ending at the same designated time. Measure portions of a week by prorating based on the total days worked.

109.02 Plan Quantities. When specified in the Contract, Contract items will be measured and paid for on the basis of plan quantities. The quantities allowed for compensation will be those shown on the plans with deductions from or authorized additions to such quantities resulting from authorized deviations from the plans.

In the case of excavation, only excavation within the cross-section prism will be paid for on a plan quantity basis.

If the Contractor believes that any plan quantity is incorrect, he may solicit, at his own expense, the aid of a Professional Engineer licensed to practice engineering in the Commonwealth of Virginia to check the quantity or he may ask the Government in writing to check computations of the quantity. Written requests for a quantity check by the Government shall be accompanied by calculations, drawings, or other evidence indicating why the plan quantity is believed to be in error. If any item of the Contract is found to be in error and so verified by the CO, payment will be made in accordance with the corrected plan quantity.

If the Government determines during construction that there is an error in the plan quantity, or that conditions vary from those anticipated in the design to the extent that an actual measurement of a plan quantity item is warranted, the Government will make such measurement and will notify the Contractor, in writing, of the rationale for adjustment. Payment will then be based on the measured quantity in lieu of the plan quantity.

109.03 Scope of Payment. Payments to the Contractor will be made for the actual quantities of Contract items performed in accordance with the plans and the requirements of the Specifications and other Contract documents. If, upon completion of the Work, the actual quantities vary, either

by an increase or decrease from the estimated quantities shown in the Contract, the Contract unit prices shall prevail and payment will be made for actual quantities performed at such unit prices, unless the unit prices have been modified by written change orders according to FAR Clause 52.211-18 Variation in Estimated Quantity and Subsection 109.06, as determined by the CO. See also Subsection 109.04.

For payment processing purposes only, Federal Highway Administration FP-14 pay item numbers were used for developing the bid schedule. The pay item description will include the VDOT 2020 pay item description and a reference to the VDOT 2020 Road and Bridge Specifications.

Quantities appearing in the Bid Schedule are estimated quantities for the basic design shown on the plans. With the CO's approval, the Contractor may furnish other design(s) that may involve changes in quantities or the use of different materials. However, payment will be made for the original quantities listed in the Contract only and in the units of measure given in the Contract for the basic design unless the dimensions for the basic design are changed by an authorized change order to conform to field conditions encountered. In this event, the original quantities listed will be modified based on the change in dimension, and the modified quantities will be used for pay quantities at Contract unit prices for the items listed in the Bid Schedule.

The Contractor shall accept the compensation provided for in the Contract as full payment for the following:

(a) Furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the Work according to the Contract.

(b) Performing all work specified in the Contract.

(c) All loss or damage arising from the nature of the Work or from action of the elements or any other unforeseen difficulties that may be encountered during prosecution of the Work and until its final acceptance.

(d) Any license, use, or infringement of a patent, trademark, or copyright.

(e) The completion of the Work in accordance with the Contract requirements.

If the payment clause in the Specifications relating to any unit price in the Contract requires that the unit price cover and be considered compensation for certain work or material essential to the item, the work or material will not be measured or paid for under any other item except as provided in Subsection 105.05. Work for which direct payment is not provided is a subsidiary obligation of the Contractor. Payment for such work is indirectly included under other pay items listed in the bid schedule. This includes when the Section ordering the work references another Section for performing the work and the work is not referenced in the Measurement Subsection of the Section ordering the work.

The payment of any partial estimate, the final estimate, or any retainage shall in no way affect the obligation of the Contractor to repair or replace any unacceptable, unauthorized or defective work or materials, or to be responsible for all damages attributable to such unacceptable, unauthorized or defective work or materials.

109.04 Payment for Non-Significant Changes and Additional Units of In-scope Work. When the accepted quantities of work vary from the estimated quantities set forth in the Contract, whether or not there have been any alterations in the plans, the quantities of work, or the character of work, the Contractor shall accept as payment in full, so far as Contract items are concerned, payment at the original Contract unit prices for the accepted quantities of work performed, except where such variance is a significant change as set forth in FAR Clause 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 . No allowance or other adjustment except as provided for a significant change in FAR Clause 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting directly from such variance, or from the Contractor's unbalanced allocation among the Contract items of overhead expense and subsequent loss of expected reimbursements therefor, or from any other cause.

109.05 Reserved.

109.06 Pricing of Adjustments. Determine costs according to FAR Part 31 Contract Cost Principles and Procedures. Follow the requirements of FAR clauses providing for an equitable price adjustment.

If agreement on price and time cannot be reached, the CO may make a unilateral determination.

If the work will delay Contract completion, request a Contract time extension according to Subsection 108.03.

(a) Proposal.

(1) General. Submit a written proposal for each line item of the work or a lump sum for the total work. Identify the major elements of the work, the quantity of the element, and its contribution to the proposed price. Submit further breakdowns if requested by the CO.

(2) Data. Submit information as requested by the CO to the extent necessary to permit the CO to determine the reasonableness of the proposed price.

(3) Cost or pricing data. When the Contract modification exceeds the amount indicated in FAR Clause 52.214-27 Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding, FAR Clause 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data, or FAR Clause 52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications, and the CO has determined that an exception does not apply, submit cost or pricing data.

Submit cost or pricing data, as defined in FAR Subpart 2.1—Definitions, for the Contractor and each major subcontractor.

Submit with the cost or pricing data a written proposal for pricing the work according to Subsection 109.06(a)(1). See FAR Subpart 15.4—Contract Pricing and FAR Table 15-2—*Instructions for Submitting Cost/Price Proposals when Certified Cost or Pricing Data are Required* for guidance.

Certify cost or pricing data according to FAR Subpart 15.4, upon completion of

negotiations.

(b) Post-work pricing. When a Contract modification is not forward priced, it requires a change order and a supplemental agreement reflecting the resulting equitable adjustment. When negotiating the price of a Contract modification after all or most of the work has been performed, submit the following:

(1) Direct costs.

(a) Material. Include invoices showing the cost of material delivered to the work.

(b) Labor. Show basic hourly wage rates, fringe benefits, applicable payroll costs (that is FICA, FUTA, worker's compensation, insurance, and tax levies), paid subsistence, and travel costs for each labor classification and foreman employed in the adjusted work.

(c) Equipment. Include a complete descriptive listing of equipment including make, model, and year of manufacture. Support rented or leased equipment costs with invoices. Determine allowable ownership and operating costs for Contractor- and subcontractor-owned equipment as follows:

(1) Use actual equipment cost data when such data can be determined from the Contractor's or subcontractor's ownership and operating cost records.

(2) When actual costs cannot be determined, use the rates shown in the U.S. Army Corps of Engineers *Construction Equipment Ownership and Operating Expense Schedule (CEOOES)* for the region where costs are incurred. Adjust the rates for used equipment and for other variable parameters used in the schedules.

(3) Compute standby costs from acceptable ownership records or when actual costs cannot be determined according to *CEOOES*. Do not exceed 8 hours in a 24-hour period or 40 hours in a week. Do not include standby for periods when the equipment would have otherwise been in an idle status or for equipment that was not in operational condition.

(d) Other direct costs. Include documentation or invoices to support other direct costs incurred that are not included above (such as bonds, mobilization, demobilization, permits, and royalties).

(e) Production rates. Include actual hours of performance on a daily basis for each labor classification and for each piece of equipment. Include production rate information reflecting the actual work occurring on an approved Contractor daily record document.

(f) Subcontract costs. Include supporting data as required above.

(2) Overhead. Identify overhead rates and include supporting data, which justifies the rates. List the types of costs which are included in overhead. Identify the cost pools to which overhead is applied. Apply the overhead costs to the appropriate pool.

Limit Contractor overhead applied to subcontractor payments to 5 percent unless a higher percentage is justified.

(3) Profit. Include a reasonable profit, except when precluded by the FAR.

For work priced after all or most of the work is performed, profit is limited to 10 percent of the total cost. Due to the limited risk in post-work pricing, a lower profit percentage may be determined by a profit analysis according to FAR Subpart 15.404-4 Profit.

(c) Asphalt Material Price Adjustment. Determine adjustments according to VDOT SP109-000100-03 from the VDOT 2020 Road and Bridge Specifications.

(d) Steel Price Adjustment. Determine adjustments according to VDOT SP109-000120-01 from the VDOT 2020 Road and Bridge Specifications.

109.07 Eliminated Work. Follow the requirements of FAR Clause 52.243-4 Changes.

Work may be eliminated from the Contract without invalidating the contract. The Contractor is entitled to compensation for direct costs incurred before the date of elimination of work plus profit and overhead on the direct incurred costs. Anticipated profit and overhead expense on the eliminated work will not be compensated.

109.08 Progress Payments. Follow the requirements of FAR Clause 52.232-5 Payments under Fixed-Price Construction Contracts and FAR Clause 52.232-27 Prompt Payment for Construction Contracts.

(a) General. Only invoice payments will be made under this contract. Invoice payments include progress payments made monthly as work is accomplished and the final payment made upon final acceptance. Only one progress payment will be made each month. No progress payment will be made in a month in which the work accomplished results in a net payment of less than $1,000. Full or partial progress payment will be withheld until a construction schedule or schedule update is approved by the CO. Full or partial progress payment will be withheld until the SWPPP is brought into compliance and approved by the CO.

(b) Closing date and invoice submittal date. The closing date for progress payments will be designated by the CO. Include work performed after the closing date in the following month's invoice. Submit invoices to the designated billing office.

Submit invoices by the 7th day after the closing date. Invoices received after the 16th day following the closing date will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following month's invoice.

(c) Invoice requirements. Submit the invoice to the Government's designated billing office with the following items in the invoice:

(1) The information required in FAR Clause 52.232-27(a)(2).

(2) A tabulation of total quantities and Contract prices of work accomplished or completed on each pay item. Do not include quantities unless field note documentation for those quantities were submitted by the closing date. Do not include quantities of work involving material for which test reports required under Section 153 or certifications required by Subsection 106.03 are, or will be, past due as of the closing date.

(3) The certification required by FAR Clause 52.232-5(c) and if applicable, the notice required by FAR Clause 52.232-5(d). Provide an original signature on the certification.

Facsimiles are unacceptable.

(4) If applicable, a copy of the notices that are required by FAR Clause 52.232-27(e)(5) and (g).

(5) The amount included for work performed by each subcontractor under the contract.

(6) The total amount of each subcontract under the contract.

(7) The amounts previously paid to each subcontractor under the contract.

(8) Adjustments to the proposed total payment that relate to the quantity and quality of pay items. Adjustments for the following may be made by the Government after validation of the invoice:

(a) Retent resulting from a failure to maintain acceptable progress;

(b) Retent resulting from violations of the labor provisions;

(c) Retent pending completion of incomplete work, other "*no pay*" work, and verification of final quantities;

(d) Obligations to the Government (such as excess testing cost or the cost of corrective work) pursuant to FAR Clause 52.246-12(g); or

(e) Liquidated damages for failure to complete work on time.

The Government's designated billing office is:

Federal Highway Administration
Eastern Federal Lands Highway Division
Quantum Park
22001 Loudoun County Parkway
Building E-2, Suite 200
Ashburn, Virginia 20147
ATTN: CONSTRUCTION OFFICE

(d) Government's receiving report. The Government's receiving report will be developed using the measurement notes received by the CO and determined acceptable. Within 7 days after the closing date, the CO will be available by appointment at the Government's designated billing office to advise the Contractor of quantities and Contract prices appearing on the Government's receiving report.

(e) Processing progress payment requests. No payment will be made for work unless field note documentation for the work was submitted.

(1) Proper invoices. If the invoice meets the requirements of Subsection 109.08(c) and the quantities and Contract prices shown on the Contractor's invoice agree with the corresponding quantities and Contract prices shown on the Government's receiving report; the invoice will be paid.

(2) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(c) or if quantities or Contract prices shown on the Contractor's invoice exceed the

corresponding quantities and Contract prices shown on the Government's receiving report; the invoice is defective and the Contractor will be notified according to FAR Clause 52.232-27(a)(2). Defective invoices will be returned to the Contractor within 7 days after receipt by the Government's designated billing office. Correct and resubmit returned invoices. If the defects are minor, the Contractor may elect, in writing, to accept the quantities and Contract prices shown on the Government's receiving report for payment.

(f) Partial payments. Progress payments may include partial payment for material to be incorporated in the work according to FAR Clause 52.232-5(b)(2), provided the material meets the requirements of the Contract and is delivered on, or in the vicinity of, the project site or stored in acceptable storage places.

Partial payment for material does not constitute acceptance of the material for use in completing items of work. Partial payments will not be made for living or perishable material until incorporated into the project.

Individual and cumulative partial payments for preparatory work and material will not exceed the lesser of:

(1) 80 percent of the Contract price for the pay item; or

(2) 100 percent of amount supported by copies of invoices submitted.

The quantity paid will not exceed the corresponding quantity estimated in the contract. The CO may adjust partial payments as necessary to protect the Government.

(g) Retainage. Follow the requirements of FAR Clause 52.232-5 Payments under Fixed Price Construction Contracts.

(1) Satisfactory progress includes performance of all work under the Contract including submittals, schedules, certifications, reports, and drawings. When satisfactory progress has not been made, the CO may retain a maximum of 10 percent of the amount the progress payment until satisfactory progress has been made.

(2) After substantial completion of the contract, the CO may retain an amount adequate for protection of the Government.

109.09 Final Payment. Follow the requirements of FAR Clause 52.232-5 Payment under Fixed-Price Construction Contracts and FAR Clause 52.232-27 Prompt Payment for Construction.

Upon final acceptance and verification of final pay records, the Government will send a SF 1034, *Public Voucher for Purchases and Services other than Personal* (final voucher) and a release of claims document. Execute both the voucher and the release of claims, and return the documents to the Government for payment. The date of approval by the Government of the final voucher for payment constitutes the date of final settlement of the contract.

If unresolved claims exist or claims are proposed, reserve the right to the claims by listing a description of each claim and the amount being claimed on the release of claims document.

Failure to execute and return the voucher and release of claims document within 90 days after receipt will constitute execution of the documents and the release of claims against the Government arising

by virtue of the contract. In this event, the day after 90 days from receipt constitutes the date of final settlement of the contract.

This text replaces Section 513 of the VDOT 2020 Road and Bridge Specifications:

Section 151. — MOBILIZATION

Description

151.01 This work consists of moving personnel, equipment, material, and incidentals to the project and performing work necessary before beginning work at the project site. This work also includes demobilization and obtaining permits, insurance, and bonds.

Measurement

151.02 Measure the mobilization pay items listed in the bid schedule according to Subsection 109.01.

Payment

151.03 The accepted quantities will be paid at the Contract price per unit of measurement for the mobilization pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.03.

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

(a) Bond premiums will be reimbursed according to FAR Clause 52.232-5 Payments Under Fixed-Price Construction Contracts, after receipt of the evidence of payment.

(b) When 5 percent of the original Contract amount is earned from pay items (not including mobilization), 50 percent of the mobilization pay item, or 5 percent of the original Contract amount, whichever is less, will be paid.

(c) When 10 percent of the original Contract amount is earned from pay items (not including mobilization), 100 percent of the mobilization pay item, or 10 percent of the original Contract amount, whichever is less, will be paid.

(d) Any portion of the mobilization pay item in excess of 10 percent of the original Contract amount will be paid after final acceptance.

Payment will be made under:

Pay Item	Pay Unit
Mobilization	Lump Sum

Add the following after Section 151:

Section 153. — CONTRACTOR QUALITY CONTROL

Description

153.01 This work consists of planning and implementing a construction quality process to ensure work conforms to the contract. This work also includes quality control inspection and documentation, and process control sampling and testing. See FAR Clause 52.246-12 Inspection of Construction.

Construction Requirements

153.02 Qualifications. Submit the following for approval with the Quality Control Plan:

(a) Quality control manager (QCM). Provide a QCM according to (1) or (2) below. If neither is specified, conform to (1).

(1) Full-time, on-site QCM. Provide a QCM with no responsibilities for performing testing and inspection, managing the project, or performing operations other than managing quality control and the following:

(a) One year experience managing quality control on construction projects of similar type and scope, and

(b) One of the following:

(1) Two years' experience as a construction project manager or superintendent on construction projects of similar type and scope;

(2) Three years' experience as a project engineer, resident engineer, foreman, construction inspector, or equivalent on construction projects of similar type and scope; or

(3) National Institute for Certification in Engineering Technologies (NICET) Level III certification or equivalent in highway construction or highway material.

(2) Part-time, on-site QCM. Furnish a QCM who has at least 2 years' experience in highway construction, inspection, quality control, and material testing.

(b) Inspectors. Provide inspectors with at least 2 years' experience inspecting projects of similar complexity and with training related to the work to be inspected.

(c) Testers. Provide testers with at least one year experience in the type of sampling and testing required, and with one of the following for the type of sampling and testing performed:

(1) NICET Level II certification in highway material or equivalent state or industry certification;

(2) Certification by a regional certification program (such as Western Alliance for Quality Transportation Construction (WAQTC), Northeast Transportation Technician Certification Program (NETTCP), Southeast Task Force for Technician Training and Qualification (STFTTQ), or Multi Regional Training and Certification (M-TRAC)); or

(3) At least one year employment by an AASHTO accredited laboratory performing equivalent sampling and testing.

153.03 Quality Control Plan (QCP). Develop a QCP addressing all Contract work categories. A category consists of related work items performed in one operation(such as excavation, drainage, and paving). Include the work of subcontractors, major material suppliers, and structural and geotechnical services suppliers.

For each category, include the following:

(a) Quality control personnel. Furnish the name, authority, responsibilities, and qualifications of the quality control manager and other personnel directly involved in inspection and testing. Conform to Subsection 153.02.

(b) Quality control procedures. Describe the inspection, testing, and other activities to be performed for each phase of work in Subsection 153.04. Include methods, schedules, equipment, and laboratory facilities. Conform to Subsections 153.04 and 153.05.

List the material to be tested by:

(1) Pay item;

(2) Applicable requirements of the Sampling, Testing, and Acceptance Requirements tables;

(3) Persons responsible for performing the sampling and testing;

(4) Laboratory testing facilities to be used for process control and project testing; and

(5) Proposed reporting formats.

As a minimum perform process control testing according to the Sampling, Testing, and Acceptance Requirements tables included at the end of each Section where applicable.

(c) Records. Describe the reporting format for inspection, testing, certification, and daily reports. Conform to Subsections 153.06 and 153.07.

At least 14 days before the start of work, submit the QCP for approval. Do not perform work on a work category unless the quality control for that category is accepted. Approval does not imply that the QCP will result in Contract compliance.

Revise the QCP when Contract quality requirements are not achieved and when changes occur in the contract, work progress, or personnel.

153.04 Prosecution of Work. Complete the following:

(a) Preparatory phase.

(1) Before starting each work category, hold a preparatory phase meeting. Include the project superintendent, work foreman, CO, QCM, and appropriate subcontractors. Be prepared to discuss the following:

(a) Contract requirements for the work, including acceptance procedures, schedule, and control strip;

(b) Process and equipment for constructing the work; and

(c) Plan for inspection, process control, testing, measuring, and reporting the work.

(2) Review and coordinate certifications, submittals, plans, drawings, and permits.

(3) Verify the capabilities of equipment, material, and personnel. Provide training as necessary.

(4) Establish a detailed testing schedule based on the production schedule.

(5) Ensure preparatory testing and inspection is accomplished.

(6) Review accuracy of the surveying and staking.

(b) Start-up phase.

(1) Hold a start-up meeting to review the contract, the construction processes, and the inspection, testing, and reporting requirements with the personnel performing the work. Include the project superintendent, inspectors, testers, CO, and QCM. Explain procedures that will be followed if defective work is identified.

(2) Inspect, test, and report start-up work according to the QCP and ensure the work conforms to the contract.

(c) Production phase.

(1) Inspect, test, and report according to the QCP and evaluate the acceptability of the work produced.

(2) Identify and correct deficiencies.

(3) Request Government inspection and acceptance.

153.05 Sampling and Testing. Inspect commercial laboratory equipment within 45 days of project use.

Have mobile laboratory equipment inspected and calibrated after the laboratory is moved to the project and every time it is moved thereafter. Keep laboratory facilities clean and maintain equipment in proper working condition. Certify that equipment conforms to testing requirements and submit evidence of current calibrations.

Allow the CO unrestricted access to the laboratory for inspection and review. When requested by the CO, provide additional inspections and tests to demonstrate sampling and testing proficiency. Submit proficiency sample test results within 48 hours of sample receipt.

Perform quality control sampling and testing according to the QCP and Sampling, Testing, and Acceptance Requirements tables included at the end of each Section.

When no sampling frequencies are specified, submit the proposed sampling and testing frequencies.

153.06 Certifications. Obtain, review, and verify certifications for work. Submit certifications when required.

153.07 Records and Control Charts. Maintain records and control charts by pay item.

(a) Quality control and construction operations reports. Submit written quality control and construction operations reports daily according to the QCP. Document meetings, work locations, labor and equipment used including actual hours worked, testing and measurement activities, inspection results, deficiencies observed, corrective actions taken, and process changes. Use FHWA Form 1413, *Inspector's Daily Record of Construction Operations* or approved alternate forms. Include the following certification signed by the QCM on all reports:

> "*I certify that the information contained in this record is accurate and that work documented herein complies with the contract. Exceptions to this certification are documented as a part of this record.*"

(b) Control charts. Maintain linear control charts that identify the test number, test parameter, upper and lower specification limit applicable to each test parameter, and test results for applicable material. Use the control charts to document variability of the process, to identify production and equipment problems, and to identify actions to improve processes or quality.

Update and post control charts daily in a location accessible to the CO. Cease production and correct the process when problems are evident.

153.08 Acceptance. The Contractor's quality control system will be evaluated under Subsection 106.02 based on its demonstrated effectiveness to ensure work conforms to the contract.

Measurement and Payment

153.09 Do not measure Contractor quality control for payment. See Subsection 109.03.

Section 154. — CONTRACTOR SAMPLING AND TESTING

Description

154.01 This work consists of obtaining samples for testing.

When there is a pay item for Contractor testing included in the bid schedule, this work also includes sampling, testing and reporting the required test results. It excludes Contractor quality control testing required under Section 153.

Construction Requirements

154.02 General. Include the work required under this Section in the Section 153 quality control plan.

Sample and test material in accordance with the Sampling, Testing, and Acceptance Requirements tables included at the end of each Section. Perform additional sampling and testing as directed when material does not meet requirements.

Provide the CO the opportunity to witness sampling, splitting, and testing of material.

Where process control sampling and testing frequencies are identical to the sampling and testing frequencies for acceptance, the process control samples may be used for acceptance for the applicable work.

Submit proposals for using alternate AASHTO or state department of transportation approved test methods in writing for approval. Alternate methods may be allowed based on documented equivalence to the method specified.

154.03 Sampling. Sample and split samples according to AASHTO or other acceptable procedures. The location of statistical acceptance sampling will be provided using a random number system. Perform splits when required and deliver the Government's portion of the sample or split sample in an acceptable container suitable for shipment. Label samples with the following:

(a) Project number and name;

(b) Pay item number and description;

(c) Source of material;

(d) Sample number;

(e) Date sampled;

(f) Time sampled;

(g) Location sample taken;

(h) Name of person sampling;

(i) Name of person witnessing sampling; and

(j) Type of test required on sample.

Deliver the Government's portion of the sample or split sample in an acceptable container suitable for shipment to the CO.

154.04 Testing. Perform tests when there is a pay item for Contractor testing included in the bid schedule. Demonstration of testing competence may be required.

154.05 Records. When tests are on material being incorporated in the work, report test results within 24 hours unless specified otherwise in the Sampling, Testing, and Acceptance Requirements tables. Report test results on forms containing sample information required by Subsection 154.03. Label interim measurements used to determine the results. Attach work sheets used to determine test values to the test result forms. Payment for work may be delayed or the work stopped until test results are submitted.

For items accepted under Subsection 106.05, submit a copy of all current test results and pay factor calculations based on those tests on a weekly basis. When large quantities are produced, calculate pay factors as soon as possible. Use this information to make any necessary adjustments to operations to achieve acceptable pay factors. The Government may use the Contractor's test results to determine final pay factors for acceptance.

154.06 Acceptance. Contractor sampling and testing will be evaluated under Subsections 106.02 and 106.04 based on Government verification testing.

Measurement

154.07 Measure the Contractor sampling and testing pay items listed in the bid schedule according to Subsection 109.01.

Payment

154.08 The accepted quantities will be paid at the contract price per unit of measurement for the Contractor sampling and testing pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.03.

Progress payments for Contractor testing lump sum will be paid as follows:

(a) 25 percent of the pay item amount, not to exceed 0.5 percent of the original contract amount, will be paid after the testing facilities are in place, qualified sampling and testing personnel are identified, and the work being tested has started.

(b) Payment for the remaining portion of the pay item amount will be prorated based on the total work completed in Section 154.

Payment may be retained if Government verification testing does not validate the Contractor testing or if it is determined that documentation of sampling and testing does not meet requirements.

Payment will be made under:

Pay Item	Pay Unit
Contractor Testing	Lump Sum

Add the following after Section 154:

Section 155. — SCHEDULES FOR CONSTRUCTION CONTRACTS

Description

155.01 This work consists of scheduling and monitoring the progress of construction activities.

155.02 Definitions.

(a) Construction schedule. A progress time-scaled logic diagram, tabular schedule, written narrative, and submittal list.

(b) Preliminary construction schedule. A written narrative and a schedule diagram of Contract activities for the first 60 days after the effective date issued in the Notice to Proceed. A schedule diagram consists of either a Bar Chart Method (BCM) or a Critical Path Method (CPM).

(c) Initial construction schedule. The first approved BCM or CPM construction schedule submitted after the preliminary construction schedule. Once approved the initial construction schedule becomes the first baseline construction schedule.

(d) Baseline construction schedule. The current approved initial construction schedule in which subsequent construction schedule updates are based on.

(e) Baseline construction schedule update. The normal monthly updating of the currently approved baseline schedule with no changes in the schedule logic or activities and no changes to the critical path.

(f) Baseline construction schedule revision. A significant change to the schedule logic, schedule activities or activity durations, or some other modification to the schedule of planned work. Activities performed out of sequence from the baseline schedule affecting the critical path require a revision. A baseline schedule revision may show construction being completed at a date other than the Contract completion date.

(g) Reasonably predictable weather. The number of workdays that can expect to be lost in any month due to rainfall based on 10-year historical weather data.

(h) Rain day. A potentially lost workday on which rainfall is equal to or greater than 0.10 inches.

(i) Drying day. A workday immediately following a rainfall equal to or greater than 1.00 inch which is potentially lost because of wet ground conditions.

(j) Workday. A day not excluded from work by Section 108.

(k) Unusually severe weather. When the number of actual workdays lost is greater than the reasonably predictable weather for a specific month.

Construction Requirements

155.03 General. Follow the requirements of FAR Clause 52.236-15 Schedules for Construction Contracts.

Designate an individual in the Contractor's organization who will be the authorized representative responsible for the construction schedule. Identify the representative before or at the preconstruction conference.

When preparing schedules, show completion of work within the Contract time.

155.04 Preliminary Construction Schedule. Do not begin work, except mobilization, traffic control, and Section 637 work, without an approved preliminary construction schedule. No progress payments will be made until a preliminary construction schedule has been approved.

Submit a written narrative that includes:

(a) A title page stating the Contract number, project number, project name, Contractor name, current Contract completion date, date of submittal, submittal number and schedule name designated as preliminary construction schedule;

(b) A description of the work to be done within each activity including the type and quantity of equipment, labor, and material to be used;

(c) A description of the planned production rates by pay item units;

(d) A description of the work days per week, number of shifts per day, and number of hours per shift. Include calendars used in the schedule module;

(e) Estimated periods during which an activity is idle or partially idle. Show the beginning and end dates for reduced production or idle time;

(f) Identification of the vendor, supplier, or subcontractor to perform the activity. State assumptions made in scheduling their work. If a subcontract has not yet been awarded for a certain portion of the work, include the schedule for that work;

(g) A description of site mobilization (such as dates of expected material shipments, planned dates for equipment arrivals, office setup, material laboratory arrival and setup, and anticipated portable crusher or batch plant setup);

(h) A list of drawing and sample submittals;

(i) The fabrication and delivery of key and long-lead procurement activities; and

(j) A completed Table 155-1 prepared according to Subsection 155.04A.

Submit 2 copies of a preliminary construction schedule at least 7 days before the preconstruction conference. Within 7 days after the preconstruction conference, the preliminary construction schedule will be approved or rejected. If rejected, submit a revised schedule within 3 days.

The preconstruction conference will be rescheduled if the CO does not receive the schedule 7 days before the scheduled preconstruction conference date. Contract time will not be extended for failure to submit a preliminary construction schedule by the date required.

155.04A Reasonably Predictable Weather. Determine reasonably predictable weather for this contract by completing Table 155-1. Calculate data for Table 155-1 by computing the average number of workdays lost (rain days plus drying days) for each month and the standard deviation from the average, using the last 10 years of historical weather data from the nearest National Oceanic and Atmospheric Administration (NOAA) weather data collection station. Add the average number of workdays lost to the standard deviation. The total number of lost days (average workdays lost plus 1 standard deviation, rounded to whole days) will be considered normal for each month.

At the option of the Contractor, provide the necessary instrumentation to support weather-related impacts to the project if using the nearest weather station is impractical. If onsite weather instrumentation is not provided, use the nearest weather station.

Provide a weekly summary of the weather data gathered to the CO.

155.04 B Unusually Severe Weather. If requesting a time extension due to unusually severe weather, calculate the number of actual workdays lost by totaling the actual rain days plus the actual drying days occurring in the month in question. From this total, deduct any workdays meeting any one of the following conditions:

(a) The rain day or drying day occurred on a non-work weekday such as a holiday.

(b) The rainfall occurred at a time when no weather dependent work was in progress or occurred during planned or unplanned shutdowns due to other circumstances such as equipment failure, strikes, material supplies, delays, etc.

(c) The Contractor was still working or able to work on weather dependent activities to the extent that less than 50 percent of the workday was lost due to weather.

If the net number of actual workdays lost is greater than the total lost days, then unusually severe weather occurred during the month in question.

Table 155-1
Reasonably Predictable Weather

Project Number:			
Project Location:			
NOAA Station Location:			
Data Years (10-year history):			
Month	**Average Workdays Lost**	**Standard Deviation**	**Total Lost Days**
January			
February			
March			
April			
May			
June			
July			
August			
September			

Table 155-1
Reasonably Predictable Weather

Project Number:			
Project Location:			
NOAA Station Location:			
Data Years (10-year history):			
Month	**Average Workdays Lost**	**Standard Deviation**	**Total Lost Days**
October			
November			
December			

155.05 Initial and Baseline Construction Schedule. Prepare and submit a Critical Path Method (CPM) initial construction schedule.

(a) Critical Path Method (CPM). Prepare an initial construction schedule using a CPM that is computer-generated. Submit an initial construction schedule that includes all activities, contractual requirements (such as construction or traffic staging), Contract restrictions, and subcontract work.

(1) Format. Prepare a construction schedule diagram and supporting documents as follows:

(a) A title page or header block for each component (time-scaled logic diagram, tabular schedule, written narrative, and submittal list) with the Contract number, project number, project name, Contractor name, current fixed completion date, date of submittal, and submittal number. Include unreflected items, or components of work within a pay item, as separate activities as directed by the CO.

(b) A schedule diagram using the activity-on-arrow diagram method (ADM) or the precedence diagram method (PDM). Depict the order and interdependence of all activities and the sequence of the work that will be accomplished by the Contractor in coordination with its subcontractors. Show how the completion of predecessor activities restricts the start of successor activities. If the project is of sufficient complexity that the activity description cannot be legibly placed on the diagram, include a tabulation of all activities by their activity IDs.

(2) Time-scaled logic diagram.

(a) Show all activities including those in the preliminary construction schedule. Add items for correcting punch-list items, and general cleanup. Relate an activity or groups of activities to the Contract pay items;

(b) Show all activity nodes or boxes, activity IDs, activity descriptions, and durations;

(c) Group the activities independently by area (that is separate distinct bridges or roadways) and by type of work (such as submittals, utilities, roadway, and bridge);

(d) Include a description of the work represented by each activity at or near the event node or box for each activity;

(e) Code each subcontractor's activities so that its activities can be shown separately as well as cumulatively;

(f) Show durations for construction activities as whole working days, with a maximum duration

of 30 working days each. Divide activities with longer durations into subgroups of activities not exceeding 30 working days in duration. Indicate logical start and end points (such as stationing and staging) for each subgroup;

(g) Show the durations of non-construction activities. Non-construction activities include mobilization, drawing and sample submittals by pay item number, and the fabrication and delivery of key material. Non-construction activities may have durations exceeding 30 working days consistent with the contract. Indicate intended submittal dates and delivery dates for fabrication and delivery activities. Allow for review, approval, and distribution of each submittal or resubmittal. Where no times are specified, allow 14 days for the review, approval, and distribution of each submittal or resubmittal after receipt by the CO;

(h) Indicate the total number of anticipated working days to complete each activity of work; and

(i) Begin the construction schedule diagram with the date of the Notice to Proceed and end the schedule diagram with the Contract completion date. Float time within the construction schedule is not for use or benefit of either party, but is a jointly owned project resource available to both parties as needed to meet the completion date established in the contract.

(3) Tabular schedule. Submit a tabular schedule sorted by early start and total float. Include the following information in the tabular schedule:

(a) Activity ID;

(b) Activity description;

(c) Subcontractors codes;

(d) Activity percent complete;

(e) Original and remaining duration;

(f) Early and late schedule dates;

(g) Total float;

(h) A predecessor/successor report; and

(i) Other tabular schedule report formats if requested by the CO for analyzing CPM revisions or time impacts.

(4) Written narrative. Submit a written narrative describing the rationale and assumptions utilized in the development of the construction schedule. Use the time-scaled logic diagram as the basis of schedule-related comments, referencing specific activities by number and description. Include the following:

(a) Describe the planned critical path and the general sequence of work;

(b) Information and references to adequately define the scope of work by pay item included in each major activity type (such as roadway excavation and aggregate base course). Include such information as station numbers, location, etc.;

(c) Describe the resource loading planned for use in the performance of the work for each major activity. The description should include manpower allocation by types of labor and crew size, types and number of equipment and special equipment, material, and subcontractors involved;

(d) Describe the basis (including the resource loading above) for the calculation of the duration for all major activities, to be stated as quantity production rates (such as quantity of excavation

per day);

(e) Describe work days per week, number of shifts per day, and number of hours per shift;

(f) A description of the assumptions used in converting working days to calendar dates. Include anticipated holidays, non-work days, winter shutdowns, and other constraints within the contract;

(g) Identify the subcontractor or supplier performing an activity and identify their activity codes used on the schedule diagram. State assumptions made in the scheduling of the subcontractor's or supplier's work;

(h) Describe expected and critical delivery dates for equipment or material that can affect completion of the project;

(i) A description of organizational limitations (such as resource constraints or subcontractor commitments) which limit scheduling flexibility;

(j) Ensure that there is no conflict between the diagram and the narrative;

(k) An explanation of the schedule's Work Breakdown Structure (WBS), and Activity ID protocol to be use throughout the life of the work; and

(l) A list and description of constraints used in the CPM scheduling software.

(5) Submittal list.

(a) Submit a list of drawings and other submittals by pay item number required for the entire Contract period. As a minimum, include the following:

(1) Contractor quality control plan;

(2) Asphalt mix designs;

(3) Concrete mix designs;

(4) Bridge falsework and formwork designs;

(5) Manufactured items;

(6) Test panels; and

(7) Contract specialty items.

(b) Include the following information for each submittal:

(1) Pay item number and description;

(2) Related activity ID number and description from the CPM;

(3) Planned date of initial submittal;

(4) Planned date of CO's initial response; and

(5) Other comments.

(f) Submission and approval Submit 2 paper copies and one electronic copy of the initial construction schedule within 45 days after the effective date of the Notice to Proceed has been issued. Submit an electronic copy via media approved by the CO. In case of discrepancy between the paper version and the electronic version, the paper version will govern over the electronic version of the schedule.

Allow 14 days for the approval or rejection of the schedule. If rejected, submit corrected schedule within 7 days after the date of the rejection of the schedule. If rejected, schedule a meeting within 3 days to discuss corrections.

The approved copy of the initial construction schedule with supporting documents becomes baseline construction schedule. Implement and execute the work under the Contract according to the baseline construction schedule. Update the baseline construction schedule according to Subsection 155.06.

Failure to include elements of work in the construction schedule diagram that are required for performance of the contract, even when approved by the Government, will not excuse the Contractor from completing the work required by the Contract completion date.

155.06 Baseline Schedule Update. Submit a baseline construction schedule update no less than 7 days before the closing date for the progress estimate or every 30 days, whichever is less. Show completion of work within the Contract time. No progress payment will be made for any work until an updated construction schedule is approved by the CO.

Unless previously approved by the CO, changes to the construction schedule for work that is still to be completed, can only be changed with a Time Impact Analysis according to Subsection 108.03, and a Baseline Construction Schedule revision according to Subsection 155.07. Receipt of a baseline construction schedule update with negative float does not constitute agreement by the Government of the revised completion date.

(a) Written narrative. Submit an update of the initial or previous written narrative identifying adjustments made to each operation since the last update. Adjustments include, but are not limited to the following:

(1) Equipment added or removed from the project;

(2) Changes to labor (such as added crews or subcontractors);

(3) Work shift adjustments (such as extended hour or added shifts);

(4) Periods of anticipated suspension or holiday;

(5) Changes in material delivery;

(6) Early completion of individual work items; and

(7) Efficiency of operations

(b) Submittal list.

(1) Actual dates of initial (and expected dates for all subsequent) submittals;

(2) Actual dates of CO's initial (and expected dates for subsequent) responses;

(3) Status of CO's responses (that is approved, rejected, or approved as noted); and

(4) Comments.

(c) Bar Chart Method updates. Submit 2 paper copies of an updated baseline construction schedule. Verify or adjust: start and finish dates of activities underway, remaining duration of uncompleted activities, and finish dates of completed activities. Include the initial time span plot adjacent to the updated span plot for each work activity.

(d) Critical Path Method updates. Submit 2 paper copies and one electronic copy of the construction schedule update. Provide an electronic copy via media approved by the CO. In case of discrepancy between the paper version and the electronic version, the paper version will govern over the electronic version of the schedule.

(1) Tabular schedule:

(a) Actual finish dates for completed activities;

(b) Remaining duration required to complete each activity started, or scheduled to start, but not completed;

(c) Float remaining for each activity;

(d) Percentages for completed and partially completed activities; and

(e) Additional tabular schedules using different sort parameters when requested by the CO.

(2) Updated time-scaled logic diagram.

(e) Review and approval of a construction schedule update. The CO will review and approve the baseline construction schedule update within 7 days or return it for corrections. The approved baseline construction schedule revision will become the new baseline construction schedule.

155.07 Baseline Schedule Revision. Submit a time impact analysis when requesting approval of a baseline schedule revision. Submitting a proposed baseline schedule revision is not considered a notification of delay or of other basis for change. Continue to submit monthly schedule updates according to Subsection 155.06 until a baseline construction schedule revision is approved.

(a) Time impact analysis. Perform a time impact analysis according to Subsection 108.03 within 20 days of impacts caused by:

(1) Changes in the resource loading, durations, specifications, subcontractors;

(2) Addition or deletion of work;

(3) Increased or decreased quantities;

(4) Defective work;

(5) Acceleration of the work; or

(6) Other changes.

(b) Bar Chart Method revisions. Submit a bar chart according to Subsection 155.05(a) which includes revised construction activities affected by impacts addressed with a time impact analysis. Include a revised completion date for the total work.

(c) Critical Path Method revisions. Submit a tabular schedule and time-scaled logic diagram according to Subsection 155.05(b) which includes revised construction activities affected by impacts addressed with a time impact analysis. Include a revised critical path and completion date for the total work.

(d) Written narrative. Submit a written narrative according to Subsection 155.05 describing the changes to the critical path and logic revisions. Identify delays and disruptions which are ongoing as of the date of the proposed revision. When delays or disruptions have occurred which are the responsibility of the Contractor; propose efforts to return the project to a schedule consistent with the terms of the Contract including the commitment of additional resources or other appropriate action. Notify the CO which completion dates or other terms of the Contract will not be met.

155.08 Acceptance. Construction schedules and supporting documents will be evaluated under Subsection 106.02.

Measurement and Payment

155.09 Do not measure construction schedules for payment. See Subsection 109.03.

Add the following after Section 155:

Section 156. — PUBLIC TRAFFIC

Description

156.01 This work consists of controlling and protecting public traffic adjacent to and within the project. See FAR Clause 52.236-13 Accident Prevention.

The contractor is responsible for obtaining the VDOT Land Use Permit (LUP) before beginning work, using the surety estimate provided in the GFI. Three separate permit applications must be submitted, including:

Non-Traffic Signal
Traffic Signal (Kingman Intersection)
Traffic Signal (Walker Intersection)

Construction Requirements

156.02. Maintenance during Construction.

(a) Traffic Control.

(1) The Contractor shall have at least one person on the project site during all work operations who is currently verified either by the VDOT's Intermediate Work Zone Traffic Control training or by the American Traffic Safety Services Association (ATSSA) Virginia Intermediate Traffic Control Supervisor (TCS) training by a VDOT-approved training provider. This person must have their verification card with them while on the project site. This person shall be responsible for the oversight of work zone traffic control within the project limits in compliance with the Contract requirements, the VA WAPM, and the MUTCD. This person's duties shall include the supervision of the installation, adjustment (if necessary), inspection, maintenance, and removal when no longer required, of all work zone traffic control devices on the project.

If none of the Contractor's on-site personnel responsible for the supervision of such work have the required verification with them or if they have an outdated verification card showing they are not currently verified as a Traffic Control Supervisor (TCS) either by the Department in Intermediate Work Zone Traffic Control, or by the ATSSA, the Engineer will suspend all work on the project until the Work is appropriately supervised in accordance with the requirements herein.

(2) The Contractor shall have at least one person on site who is, at a minimum, verified in Basic Work Zone Traffic Control by the Department for each construction and/or maintenance operation that involves installing, maintaining, or removing work zone traffic control devices. This person shall be responsible for the placement, maintenance, and removal of work zone traffic control devices.

In the event none of the Contractor's on-site personnel for any construction and/or maintenance operation have, at a minimum, the required verification in Basic Work Zone Traffic Control, the Engineer will suspend that construction/maintenance operation until that operation is appropriately staffed in accordance with the requirements herein.

(3) Flagging Traffic: Flaggers shall be able to communicate to the traveling public in English while performing the job duty as a flagger at the flagger station.

Certification for flaggers will be awarded upon a candidate's satisfactory completion of an examination. Certification cards shall be carried by flaggers while performing flagging duties. Flaggers found not to be in possession of their certification card shall be removed from the flagging site and operations requiring flagging will be suspended by the Engineer until a certified flagger is on-site to perform flagging duties in accordance with the requirements herein. Flaggers performing duties improperly will have their certifications revoked.

(b) Maintenance of Traffic.

(1) The Contractor shall prosecute the Work so as to avoid obstructions to traffic to the greatest extent practicable. The Contractor shall provide for the safety and convenience of the general public and residents along the roadway, and for the protection of persons and property.

Highways closed to traffic shall be protected by barricades and other warning devices as required by the Contract, the VA WAPM, and the MUTCD. Barricades and warning devices shall be illuminated where required during periods of darkness and low visibility. The Contractor shall erect warning devices in advance of a location on the project where operations or obstructions may interfere with the use of the road by traffic and at all intermediate points where the new work crosses or coincides with an existing roadway. The Contractor shall maintain sign faces and reflective surfaces of warning devices in a clean and visible condition. The Contractor shall cover or remove signs when the messages thereon are not applicable. Barricades, warning signs, lights, temporary signals, and other protective devices shall conform to Section 512.

(2) The road shall be kept open to all traffic while undergoing improvements, unless otherwise permitted in the Contract. The Contractor shall keep the portion of the project being used by public, pedestrian, and vehicular traffic in such condition that all such traffic will be safely and adequately accommodated. However, removal of snow and control of ice on roads open to public travel will be performed by the Department.

The Contractor shall keep the portions of the road being used by the public free from irregularities and obstructions that could present a hazard or annoyance to traffic. When directed by the Engineer, allaying of dust shall be performed and paid for in accordance with Section 511. Holes in hard surface pavements shall be filled with approved asphalt patching material. Where such work is not specified in the Contract and determined to be required by the Engineer, and not the result of any failure or fault of the Contractor and due to causes beyond the Contractor's control, the cost to remedy such hazards will be handled according to Subsection 109.04.

If any damage is sustained by an accepted unit or portion of the project attributable to causes beyond the control of the Contractor, the Engineer may authorize the Contractor to make the necessary repairs. These repairs will be paid for at the Contract price for the items requiring repair. In the absence of Contract prices covering the items of repair, the repair work will be paid for in accordance with Subsection 109.04.

(3) Detours. Detours may be indicated on the plans or in the special provisions or may be used with the Engineer's approval. Unless otherwise designated in the Contract, the Contractor shall furnish, install and maintain all directional markings, for through-traffic on off-project detours authorized or requested by the Engineer with the exception of municipalities. Municipalities shall be responsible for off-project roadway maintenance within their own corporate limits. Detours over existing state roads shall be designated, marked, and maintained by the Contractor. Directional markings for detours shall include signs. Responsibility for installation and maintenance of the signs shall be in accordance with Subsection 512.03(a). If any project is located wholly or in part within a municipality's corporate limits and through traffic is to be detoured at the municipality's request, the municipality will provide and

maintain the detours within the corporate limits and will furnish, install and maintain all directional markings. The provision of detours and marking of alternate routes will not relieve the Contractor of the responsibility for ensuring the safety of the public or from complying with any Contract requirements affecting the rights of the public within his Contract area of operations, including those concerning lights and barricades. Maintenance of all other detours shall be the Contractor's responsibility.

The Department will furnish the right of way for temporary highways, vehicular watercourse crossings, diversion channels, sediment and erosion control features or bridges required by the Contract.

(4) Maintenance of Traffic During Suspension of Work. During any suspension of work, the Contractor shall temporarily open to traffic such portions of the project and temporary roadways as may be agreed upon by the Contractor and Engineer.

(5) Minimizing Traffic Delays. Two-way traffic shall be maintained at all times unless the Contract or the Engineer permits one-way traffic. The Contractor shall not stop traffic without the Engineer's permission.

If one-way traffic is permitted, the Contractor shall provide certified flaggers to direct the traffic. When specified in the Contract as a pay item, pilot vehicles shall be furnished in accordance with Section 512. Upon the Contractor's request and where deemed appropriate by the Department, the Department will install traffic signals that may be used for the control of one-way traffic. The Contractor shall pay the costs of installation, electrical service, maintenance or repair work, and a predetermined rental charge per day for the signals and removal when no longer needed.

(6) Connections and Entrances. Connections with other roads and public and private entrances shall be kept in a reasonably smooth condition at all times.

Stabilization or surfacing material shall be applied to connections and entrances. When specified in the Contract, such material will be paid for at the Contract unit price for the specific material. Where such material is not specified in the Contract and determined to be required by the Engineer, the cost for stabilization or surfacing material will be handled in accordance with Subection 109.04.

The Contractor shall schedule construction operations so that approved continuous access is provided for all property adjacent to the construction when the property is shown on the plans to require access. When frontage roads are shown on the plans, they shall be constructed prior to the closing of any access routes unless other approved access is provided and is acceptable to the property owner.

The Contractor shall not disturb connections or entrances until necessary. Once disturbed, the Contractor shall maintain and complete connections or entrances as follows:

(a) Connections: Connections that had an original paved surface shall be brought to a grade that will smoothly and safely accommodate vehicular traffic through the intersection, using temporary pavement as soon as practicable after connections are disturbed. Connections that had an original unpaved surface shall be brought to a grade that will smoothly and safely accommodate vehicular traffic through the intersection, using either the required material or a temporary aggregate stabilization course that shall be placed as soon as practicable after connections are disturbed.

If there are delays in prosecution of work for connections, connections that were originally paved shall have at least two lanes maintained with a temporary paved surface. Those that were not originally paved shall be maintained with a temporary aggregate stabilization course.

(b) Entrances: Entrances shall be graded concurrently with the roadway with which they intersect. Once an entrance has been disturbed, it shall be completed as soon as is practicable, including placing the required base and surface course or stabilization. If the entrance must be constructed in stages, such as when there is a substantial change in the elevation of the roadway with which it intersects, the surface shall be covered with a temporary aggregate stabilization course or other suitable salvaged material until the entrance can be completed and the required base and surface or stabilization course can be placed.

(7) Obstruction Crossing Roadways. Where the Contractor places obstructions such as suction or discharge pipes, pump hoses, steel plates, or any other obstruction that must be crossed by vehicular traffic, they shall be bridged as directed by the Engineer at the Contractor's expense. Traffic shall be protected by the display of warning devices both day and night. If operations or obstructions placed by the Contractor damage an existing traveled roadway, the Contractor shall cease operations and repair damages to the roadway at no additional cost to the Department.

(8) Patching Operations. Where existing hydraulic cement concrete pavement is to be patched, the operation of breaking and excavating old pavement shall extend for a distance of not more than two miles. Patching shall be coordinated with excavating so that an area of not more than one-half mile in which excavated patches are located shall be left at the end of any day's work. Necessary precautions shall be taken to protect traffic during patching operations.

(9) Temporary Structures. The Contractor shall construct, maintain, and remove temporary structures and approaches necessary for use by traffic. Unless otherwise specified in the Contract, the cost of these operations shall be included in pay items for the new structure. After new structures have been opened to traffic, temporary structures and approaches shall be removed. The materials contained therein shall remain the property of the Contractor.

The proposed design of temporary structures shall be submitted to the Engineer prior to the beginning of construction in accordance with Subsection 104.03.

(10) Haul Route. The Contractor shall select haul routes between the project and material source(s) that will minimize disturbance to the community. The Contractor shall furnish to the Engineer, for review, his plan for the haul route and for minimizing the adverse effects of hauling operations on persons who reside adjacent to the haul route or persons who otherwise use a portion of the haul route for ingress or egress to their residential or work area. The Department may select alternate haul routes, divide the hauling traffic over several routes, and impose other restrictions deemed necessary to minimize the impact of the hauling operation on local residents.

(11) Opening Sections of Projects to Traffic.

Certain sections of the Work may be opened to traffic when specified in the Contract or when directed by the Engineer. Such opening shall not constitute acceptance of the Work or any part thereof or a waiver of any provision of the Contract.

On any section of the Work opened by order of the Engineer where the Contract does not provide for traffic to be carried through the Work, the Contractor will not be required to assume any expense entailed in maintaining the road for traffic. The Department will pay such expense or will compensate the Contractor in accordance with Subsection 109.04. Repair of slides and repair of damage attributable to traffic will be compensated for in accordance with Subsection 109.04. Slides shall be removed by the Contractor in accordance with Section 303.

On any section of the Work opened by order of the Engineer where the Contract does not provide for traffic to be carried through the Work, any additional cost incurred to complete other items of work solely because of the changed working conditions will be compensated according to Subsection 109.04.

If the Contractor is not continuously prosecuting the Work to the Engineer's satisfaction as determined by the Schedule of Record, the Contractor shall not be relieved of the responsibility for maintenance of the completed work during the period that the section of the Work is opened to traffic prior to final acceptance. The Contractor shall be responsible for any expense resulting from the opening of such portions of the Work under these circumstances, except for slides. The Contractor shall conduct the remainder of the construction operations so as to cause the least obstruction to traffic.

(c) Maintenance of Work.

(1) The Contractor shall maintain the Work, the project site, construction area and roadway from the beginning of construction operations until final acceptance with adequate equipment and forces to keep the roadway and structures in a safe and satisfactory condition at all times and to ensure the continuous and effective day by day prosecution of the Work. VDOT will perform maintenance of items outside of the scope of work of the Contract. As determined by the Engineer, where maintenance is necessary within the project limits but does not affect Contract work, and not the result of any failure or fault of the Contractor and due to causes beyond the Contractor's control, the cost to perform such maintenance will be handled according to Subsection 109.04.

If any damage is sustained by an accepted unit or portion of the project attributable to causes beyond the control of the Contractor, the Engineer may authorize the Contractor to make the necessary repairs. These repairs will be paid for at the Contract price for the items requiring repair. In the absence of Contract prices covering the items of repair, the repair work will be paid for in accordance with Subsection 109.04.

(2) Where the Contract specifies placing a course on another course or subgrade of embankment, base, subgrade, concrete, asphalt pavement, or other courses previously constructed, the Contractor shall maintain the courses or subgrades previously constructed in accordance with the Contract requirements when placing such course. This maintenance includes, but is not limited to draining, re-compacting, re-grading, or, if unacceptable or destroyed, the removal of work the Department previously accepted.

(3) Grading Operations. When the Contractor elects to complete the rough grading operations for the entire project or exceed the length of one full day's surfacing operations, the rough grade shall be machined to a uniform slope from the top edge of the existing pavement to the ditch line.

When the surface is to be widened on both sides of the existing pavement, construction operations involving grading or paving shall not be conducted simultaneously on sections directly opposite each other.

The surface of pavement shall be kept free from soil and other materials that might be hazardous to traffic. Prior to opening of new pavement to traffic, shoulders shall be roughly dressed for a distance of 3 feet from the edge of the paved surface.

(d) Maintenance Cost.

The Contractor shall bear all costs of performing maintenance work before final acceptance, and of constructing and maintaining necessary approaches, crossings, intersections, and other features without direct compensation except as provided for herein. When the Contractor confines his operation to the surface of the roadway and reasonable width of the shoulder and the surface is disturbed or damaged by

his operations or equipment, he shall be responsible for the restoration and maintenance of the surface that is disturbed or damaged.

(e) Failure to Maintain Roadway or Structures. If the Contractor fails to remedy unsatisfactory maintenance immediately after receipt of a notice by the Engineer, the Engineer may proceed with adequate forces, equipment, and material to maintain the project. The cost of the maintenance, plus 25 percent for supervisory and administrative personnel, will be deducted from monies due the Contractor for the project.

156.03 Limitations on Construction Operations. When the roadway is open to public traffic, restrict operations as follows:

(a) Operate equipment in the direction of traffic, where practical;

(b) For shoulder drop-offs of 3 inches or less, provide "*Low Shoulder*" warning signs. For shoulder drop-offs in excess of 3 inches, provide a 1V:3H fillet with "*Shoulder Drop-Off*" warning signs. Complete the construction of shoulders adjacent to traffic lanes to the same elevation within 14 days;

(c) Provide minimum lane widths of 10 feet. Use barricades, drums, or other acceptable devices to delineate traffic lanes through areas where the edge of pavement or intended path has been obliterated by construction operations;

(d) Coordinate with Fort Belvoir to identify location(s) to be used as a staging area. Obtain approval from the CO for the location and access to staging areas. Store unused traffic control devices at staging areas. Restore staging areas to their original condition as directed by the CO;

(e) Park equipment at least 30 feet from the traveled way or behind acceptable traffic barriers;

(f) Provide parking areas for employee's personal vehicles in approved areas;

(g) Provide uninterrupted two-way communications between flaggers and also between flaggers and pilot cars unless flaggers are able to see each other and communicate. Use communications devices approved by the CO. Citizen band radios are unacceptable. Make communication devices available to the CO as necessary;

(h) Where switching traffic to a completed lane, provide adequate personnel and equipment to set or relocate traffic control devices;

(i) Limit construction-caused delays to public traffic to a maximum of 15 minutes per passage through the project; and

(j) Maintain existing guardrails, barriers, and bridge railings until removal is necessary for construction. Use a temporary barrier or appropriate channelizing devices while the guardrails and bridge rails are absent. Install permanent barriers, guardrails, and bridge rails as soon as possible to minimize risk to the public.

156.04 Nighttime Operations. Perform construction operations during the hours of daylight (one-half hour after sunrise to one-half hour before sunset).

Where night operations are permitted, submit a night lighting system for approval. Include the light types, locations, and the manner in which the lights will be moved. Submit the proposed system at least 14 days before use. Use an independent source other than vehicle headlights. Do not use incandescent lights. Furnish and install the approved system to illuminate the entire work area. Position the lights so they do not shine directly at motorists traveling from any direction. If the operation is moving, move the lighting with the

operation. Provide lighting at each flagger location. Equip vehicles with an exterior flashing yellow dome light. Nighttime operations are permitted upon approval by the CO in coordination with VDOT and Fort Belvoir. Submit request to the CO for approval at least 14 days before any planned nighttime operations.

156.05 Acceptance. Controlling and protecting public traffic work will be evaluated under Subsection 106.02.

Temporary traffic control devices and services will be evaluated under Section 512.

Measurement and Payment

156.06 Do not measure controlling and protecting public traffic for payment. See Subsection 109.03.

Measure temporary traffic control devices and services under Section 512.

Section 157. — SOIL EROSION AND SEDIMENT CONTROL

Description

157.01 This work consists of furnishing, constructing, and maintaining soil erosion and sediment control devices to eliminate or minimize pollutants in stormwater discharges from the project. This work includes updating and maintaining a SWPPP.

Material

157.02 Conform to the following Subsections:

Check Dams	303.03(c)
Fertilizer	244.02(d)
Floating turbidity curtains	303.03(i)
Inlet Protection	
Mulch	244.02(g)
Riprap	204 and 414.02(a)
Sediment Retention Rolls	244.02(o)
Sediment Trap	XXX.XX
Seed	244.02(c)
Separation and stabilization geotextile and geotextile filter	303.03(e)
Silt fence	303.03(e)
Temporary plastic fence	242.02(a)
Temp Div Berm	

Construction Requirements

157.03 Qualifications. Submit the following for approval at least 14 days before earth disturbing operations begin:

(a) Names of personnel responsible for soil erosion and sediment control; and

(b) A résumé for each individual describing their knowledge and experience providing erosion and sediment control and pollution prevention on highway or road construction projects for at least 5 years. Include certifications in those states where applicable.

157.04 General. Provide soil erosion and sediment control measures according to the contract erosion and sediment control plan, contract permits, Section 107, and this Section. Contract permits amend the requirements of this Section. Do not modify the type, size, or location of controls or practices without approval.

The erosion and sediment control plan reflects special concerns and measures to protect resources. An alternate erosion and sediment control or stormwater pollution prevention plan, with necessary

permits, may be submitted for approval according to Subsection 104.03. Submit alternate erosion and sediment control proposals at least 30 days before their intended use.

When soil erosion and sediment control measures are not functioning as intended, take corrective action to eliminate or minimize pollutants in stormwater discharges from the project.

If wood chips are used, do not import without approval from the CO.

This project is covered under the *(insert NPDES permit under which the SWPPP is prepared)*. Complete VDOT form C-45, Contractor Certification Statement, and include with other Bid Documents in accordance with Section 102.

Update the Government-provided draft SWPPP in accordance with the EPA and Commonwealth of Virginia requirements using the information provided in the plans, specifications, and permits obtained for the project. Submit an electronic copy of the SWPPP to the CO at least 7 days before the preconstruction conference in accordance with Subsection 104.03 for approval.

Once the SWPPP is approved, submit a Notice of Intent (NOI) to the Virginia Department of Environmental Quality as a co-applicant of the FHWA. Provide a copy of the NOI and evidence of its submission.

Update the SWPPP constantly throughout the project as work is performed and when changes are made to the project. Maintain a copy of the current SWPPP on-site at all times.

Post a notice of the project and SWPPP near the main entrance of the construction site.

Upon completion of construction, submit a Notice of Termination (NOT) to the Virginia Department of Environmental Quality. Provide a copy of the NOT and evidence of its submission.

157.05 Controls and Limitations on Work. Before grubbing or grading construct sediment controls around the perimeter of the project including filter barriers, diversion, and settling structures.

Limit the combined grubbing and grading operations areas to 8 acres (3.2 hectares) of exposed soil at one time.

Construct and implement soil erosion and sediment control measures as follows:

(a) Construct temporary controls in incremental stages as construction proceeds;

(b) Construct temporary slope drains, diversion channels, and earth berms to protect disturbed areas and slopes;

(c) When a soil disturbing activity within a portion of the project is complete, apply permanent measures to the finished slopes and ditches within 14 days;

(d) When a soil disturbing activity within a portion of the project has temporarily ceased, apply temporary measures within 14 days;

(e) Construct outlet protection as soon as culverts or other structures are complete;

(f) Construct and maintain soil erosion and sediment controls on and around soil stockpiles;

(g) Following each day's grading operations, shape earthwork to minimize and control erosion from stormwater runoff; and

(h) Maintain stabilized construction exits to minimize tracking of soil onto existing roads.

157.06 Filter Barriers. Construct silt fence, berms, and fiber rolls and socks to reduce the velocity of runoff to allow sediment to settle.

157.07 Sediment Retention Structures. Construct sediment retention structures of the following types:

(a) Temporary sediment traps. Construct temporary sediment traps to detain runoff from disturbed areas and settle out sediment. Provide outlet protection.

(b) Sediment basins. Construct sediment basins to store runoff and settle out sediment for large drainage areas. Excavate and construct sediment basins according to Section 303. Construct riser pipes according to Section 302. Provide outlet protection.

157.08 Outlet Protection. Construct riprap aprons or basins to reduce water velocity and prevent scour at the outlet of permanent and temporary erosion and sediment control measures. Construct riprap according to Section 414.

157.09 Water Crossings. Construct temporary culvert pipe at temporary crossings where construction vehicles cross a live waterway.

157.10 Diversions. Construct temporary channels, temporary culverts, earth berms, or sandbags to divert water around disturbed areas and slopes. Use temporary channels, temporary culverts, pumps, sandbags, or other methods to divert the flow of live streams for permanent culvert installations and other work. Stabilize channels according to Subsection 157.11. Provide outlet protection.

157.11 Waterway and Slope Protection and Stabilization. Use the following:

(a) Plastic lining. Use plastic lining to protect underlying soil from erosion. Place the plastic lining loosely on a smooth soil surface free of projections or depressions that may cause the liner to puncture or tear. Lap transverse joints at least 3 feet (1 meter) in the direction of flow. Do not use longitudinal joints. Anchor the lining in place using riprap, gravel bags, or sandbags.

(b) Riprap. Construct riprap for channel lining according to Section 414.

(c) Check dams. Construct riprap, gravel bags, sandbags, fiber rolls and socks, or earth berms for temporary check dams to reduce the velocity of runoff in ditches and swales.

(d) Rolled erosion control products. Use rolled erosion control products to stabilize waterways and slopes before or after temporary or permanent seeding. Install according to Section 606.

(e) Temporary slope drains. Use drainpipe, riprap, or plastic lined waterway for temporary slope drains to channel runoff down slopes. Channel water into the slope drain with an earth berm, gravel bag, or sandbag headwall constructed at the top of a cut or fill. Anchor slope drains to the slope. Provide outlet protection.

(f) Floating turbidity curtains. Install floating turbidity curtains within a body of water to minimize the migration of silt laden water out of the construction area.

157.12 Temporary Soil Stabilization. Control soil erosion on unprotected slopes. Use the following:

(a) Temporary cover. Use mulch, plastic, rolled erosion control product, or tackifier. Apply according to the manufacturer's recommendations or as approved by the CO.

(b) Temporary turf establishment. Apply seed and mulch for soil erosion protection at the rates shown in Table 157-1. Protect and care for seeded areas, including watering, until permanent turf establishment is in place.

Table 157-1
Application Rates for Temporary Turf Establishment

Material	Application Rate pounds/acre (kilograms/hectares)
Seed	45 (50)
Wood fiber or grass straw cellulose fiber mulch	1500 (1700)(1)

(1) Mulch applied using hydraulic method according to Subsection 244.02(g). For other mulch products and application methods, use the manufacturer's rate as approved by the CO.

157.13 Permanent Soil Stabilization. Control erosion on completed permanent slopes. Use the following:

(a) Turf establishment. Apply seed, fertilizer, and mulch according to Section 603.

(b) Plants, trees, shrubs, vines, groundcovers, and other plants. Furnish and plant trees, shrubs, vines, groundcovers, and other plants according to Section 605.

(c) Sod. Furnish and place sod of perennial turf-forming grasses according to Section 604.

(d) Rock mulch. Furnish and place rock on finished surfaces.

157.14 Inspection and Reporting. The Contractor shall be responsible for conducting site inspections according to the requirements herein. Site inspections shall include erosion, sediment control, and pollution prevention practices and facilities; all areas of the site disturbed by

construction activity; all on-site support facilities; and all off site support facilities within VDOT right of way or easement. The Contractor shall document such inspections by completion of Form C-107, Construction Runoff Control Inspection Form, according to the directions contained within the form. Inspections shall be conducted using one of the following schedules:

- Schedule 1 - At least once every 7 calendar days (equivalent to the once every five business days schedule in the VPDES General Permit for Discharge of Stormwater from Construction Activities) and within 48 hours following any measureable storm event. If a measureable storm event occurs when there are more than 48 hours between business days, the Contractor shall perform his inspection no later than the next business day. The Contractor shall install a rain gauge at a central location on the project site for the purposes of determining the occurrence of a measureable storm event. Where the project is of such a length that one rain gauge may not provide an accurate representation of the occurrence of a measurable storm event over the entire project site, the Contractor shall install as many rain gauges as necessary to accurately reflect the amount of rainfall received over all portions of the project. The Contractor shall observe all rain gauges no less than once each business day at the time prescribed in the SWPPP General Information Sheet notes in the construction plans or other contract documents to determine if a measureable storm event has occurred. The procedures for determining the occurrence of a measurable storm event are identified in the SWPPP General Information Sheet notes in the construction plans or other contract documents.

- Schedule 2 - At least each Monday and Thursday (equivalent to the once every four business days schedule in the VPDES General Permit for Discharge of Stormwater from Construction Activities). Where Monday or Thursday is a non-business day, the inspection may be performed on the next business day afterward. In no case shall the inspections be performed less than once every four business days. A rain gauge will not be required when using Schedule 2.

The inspection schedule (1 or 2) is to be selected prior to the beginning of land disturbance. Once an inspection schedule is selected, it shall be defined in the appropriate note in the SWPPPP General Information Sheets contained in the construction plan set and shall be used for the duration of the project. A business day is defined as Monday through Friday excluding State holidays. A measurable storm event is defined as one producing 0.25 inches of rainfall or greater over a 24 hour time period.

For those areas of the site that have been temporarily stabilized or where land disturbing activities have been suspended due to continuous frozen ground conditions and stormwater discharges are unlikely, the inspection schedule may be reduced to once per month. If weather conditions (such as above freezing temperatures or rain or snow events) make stormwater discharges likely, the Contractor shall immediately resume the regular inspection schedule. Those definable areas where final stabilization has been achieved will not require further inspections provided such areas have been identified in the project's Stormwater Pollution Prevention Plan.

157.15 Maintenance and Cleanup. Maintain temporary erosion and sediment control measures in working condition until the project is complete or the measures are no longer needed. Remove sediment trapped in perimeter protection control measures before deposits reach 50 percent of the above ground height. Remove sediment from sediment retention structures when their capacity is

reduced to 50 percent of design capacity. Use removed sediment in the work if acceptable or dispose of it according to Subsection 303.04(k).

Replace erosion and sediment control measures that cannot be maintained and those that are damaged by construction operations.

Remove and dispose of temporary erosion and sediment control measures when vegetation is satisfactorily established and drainage ditches and channels are lined and stabilized. Remove and dispose of erosion and sediment control measures according to Subsection 159.05.

Restore the ground to its natural or intended condition and provide permanent erosion control measures.

157.16 Acceptance. Material for erosion and sediment control measures will be evaluated under Subsections 106.02 and 106.03.

Construction, maintenance, and removal of erosion and sediment control measures will be evaluated under Subsections 106.02 and 106.04.

Separation and stabilization geotextile and geotextile filter will be evaluated under Subsection 106.03.

The SWPPP will be evaluated under Subsection 106.02. The SWPPP will be jointly reviewed for accuracy and completeness by the CO and the Contractor before the submission of each monthly invoice. If the review finds that the SWPPP is not in compliance, payment of the Contractor's invoice will be withheld until the SWPPP is brought up to date as outlined in Subsection 109.08(a).

Measurement

157.17 Measure the erosion and sediment control pay items listed in the bid schedule according to Subsection 109.01 and the following as applicable.

Measure temporary soil stabilization on the ground surface. When measurement is by the pound (kilogram), weigh the seed in pounds (kilograms).

Measure excavation for diversion channels and sediment basins under Section 302.

Measure riprap under Section 414.

Measure permanent paved waterways under Section 608.

Measure permanent turf establishment under Section 603.

Measure plants, trees, shrubs, vines, groundcovers, and other plants under Section 605.

Measure sod under Section 604.

Measure rolled erosion control products under Section 606.

Do not measure maintenance or replacement items.

Payment

157.18 The accepted quantities will be paid at the contract price per unit of measurement for the erosion and sediment control pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.03.

Progress payments for erosion control measures or devices will be paid as follows:

(a) 25 percent of the pay item amount will be paid upon installation.

(b) An additional 50 percent of the pay item amount will be prorated based on total work complete.

(c) The remaining portion of the pay item amount will be paid when the temporary erosion control measure is removed from the project or at final acceptance.

Progress payments for updating and maintaining a SWPPP will be paid as follows:

- 25 percent of the pay item amount will be paid upon acceptance of the SWPPP and upon submittal of the NOI copy and evidence of its submission to the CO.

- An additional 50 percent of the pay item amount will be prorated based on total work complete.

- The remaining portion of the pay item amount will be paid upon submittal of the NOT copy and evidence of its submission to the CO.

Payment will be made under:

Pay Item	Pay Unit
NS Storm Water Management (SWPPP)	Lump Sum

This text replaces Section 511 of the VDOT 2020 Road and Bridge Specifications:

Section 158. — WATERING FOR DUST CONTROL

Description

158.01 This work consists of furnishing and applying water for the control of dust caused by the work and public travel.

Material

158.02 Water to control dust shall be portable or with the Engineer's approval may be from other sources provided it is clear, clean, and free from oil, acid, salt, alkali, organic matter, or other deleterious substances.

Construction Requirements

158.03 General. Provide an adequate water supply and apply water uniformly necessary to control dust during soil disturbing activities. Uniformly apply water using pressure-type distributors, pipelines equipped with spray or misting systems, or hoses with nozzles.

(a) Project dust control for public benefit. Control dust within the construction limits as necessary including nights, weekends, and periods of non-work when the project is open to public traffic. When the project is not open to public traffic, control dust in areas of the project that have adjacent residences or businesses. Control dust on approved, active detours established for the project. Apply water at the locations, rates, and frequencies as ordered.

(b) Other dust control. Control dust on active haul roads, in pits and staging areas, and on the project during periods not covered in Subsection 158.03(a).

158.04 Acceptance. Water will be evaluated under Subsection 106.02.

Furnishing and applying water will be evaluated under Subsection 106.02.

Measurement and Payment

158.05 Do not measure watering for dust control for payment. See Subsection 109.03.

Section 159. — REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Description

159.01 This work consists of salvaging, removing, and disposing of buildings, fences, structures, pavements culverts, utilities, curbs, sidewalks, and other obstructions. Conform to this Section or Subsections 106.04 or 105.15 of the 2020 Road and Bridge Specifications.

Material

159.02 Conform to the following Sections and Subsections:

Clearing and Grubbing	301
Backfilling Material	303.02(a)
Minor concrete	502

Construction Requirements

159.03 Salvaging Material. Salvage with reasonable care material designated to be salvaged. Salvage in readily transportable sections or pieces. Replace or repair members, pins, nuts, plates, and related hardware damaged, lost, or destroyed during the salvage operation. Securely attach parts to adjacent members or pack them in sturdy boxes with the contents clearly marked.

Match mark members of salvaged structures. Submit one set of drawings according to Section 104 identifying the members and their respective match marks.

Stockpile salvaged material at a designated area on the project.

159.04 Removing Material.

(a) Submittals. Submit a bridge removal plan at least 30 days before beginning bridge removal for approval. Include the following:

(1) Methods and equipment to be used;

(2) Measures to be used for protecting the environment, public, adjacent property, and workers; and

(3) Methods to keep debris out of the stream and streambed.

(b) General. Saw cut sidewalks, curbs, pavements, and structures when partial removal is required.

Construct structurally adequate debris shields to contain debris within the construction limits. Do not allow debris to enter waterways, travel lanes open to public traffic, or areas designated not to be disturbed.

Handle material with lead paint contamination according to Subsection 411.09.

Raze and remove buildings, foundations, pavements, culverts, sidewalks, curbs, fences, structures, and other obstructions interfering with the work and not designated to remain.

Remove structures and obstructions in the roadbed to 36 inches (900 millimeters) below subgrade elevation. Remove structures and obstructions outside the roadbed to 24 inches (600 millimeters) below finished ground or to the natural stream bottom.

When an existing structure is abandoned, seal pipes entering the structure with a tight fitting plug concrete at least 6 inches (150 millimeters) thick or water tight masonry at least 8 inches (200 millimeters) thick. Ensure the structure does not entrap water. Obliterate the top of the structure to an elevation at least 36 inches (900 millimeters) below finish grade and backfill according to Section 303.

When abandoning an existing culvert pipe, remove the upstream and downstream portion of the culvert to within 48 inches (1200 millimeters) of the subgrade or embankment slope. Ensure the abandoned pipe is at least 48 inches (1200 millimeters) from a new culvert or structure. Seal the abandoned culvert ends with a tight-fitting plug of concrete at least 6 inches (150 millimeters) thick. Ensure the structure does not entrap water.

Except in excavation areas, backfill and compact cavities left by structure removal with backfill material to the lines and grades of the finished ground. Backfill excavated areas according to Subsection 303.04(g). Compact backfill according to Subsection 303.04(h).

(c) Concrete removal in repair areas. Saw cut ¾ inch (19 millimeters) deep along boundaries of repair areas. Use power-driven hand tools to remove existing concrete. Do not damage concrete designated to remain in place.

Where the bond between existing concrete and reinforcing steel is destroyed, remove concrete adjacent to the steel to provide at least ¾-inch (19-millimeter) clearance for the new concrete to bond to the reinforcing steel. Use care to prevent damage to remaining concrete when achieving the final surface.

Clean exposed concrete surfaces that will be in contact with repair material. Provide a residue free surface.

(d) Reinforcing steel. Do not cut or damage reinforcing steel designated to remain in place. Repair or replace damaged bars. Replace deteriorated bars as directed by the CO.

Clean exposed reinforcing steel of coatings or residue that inhibits bonding with the new concrete.

Protect the steel from corrosion and contamination. If the steel becomes corroded or contaminated, reclean the steel before placing concrete.

(e) Steam Tunnel.

159.05 Disposing of Material. Dispose of debris, unsuitable material, and excess material as follows:

(a) Remove from project. Recycle or dispose of material legally off the project. Submit a statement documenting the nature and quantity of material processed or sold for recycling. Otherwise, submit a signed copy of the disposal agreement before disposal begins.

(b) Burn. Obtain necessary burning permits. Submit a copy of the burning permits before burning begins.

Burn using high intensity burning processes that produce few emissions. Provide a watchperson during the burning operations.

When burning is complete, extinguish the fire so no smoldering debris remains. Dispose of unburned material according to Subsection 159.05(a).

(c) Bury. Bury debris in trenches or pits in approved areas within the right-of-way when approved. Do not bury debris inside the roadway prism limits, beneath drainage ditches, or in areas subject to free-flowing water.

Place debris in alternating layers of 48 inches (1200 millimeters) of debris covered with 24 inches (600 millimeters) of earth material. Distribute stumps, logs, and other large pieces to form a dense mass and minimize air voids. Cover the top layer of buried debris with at least 12 inches (300 millimeters) of compacted earth. Grade and shape the area. Seed and mulch disposal areas on Government property according to Section 603.

(d) Hazardous material. Submit a copy of disposal permits. Dispose of material according to Federal, state, and local regulations.

Dispose of lead contaminated steel either by transporting to an approved scrap facility for recycling or remelt; or remove and dispose of lead contamination in an appropriate waste facility.

(1) Disposal plan. Submit a detailed disposal plan that includes how material will be handled, loaded, and transported to the disposal facility. Include the name and address of the facility where the material will be taken. Describe steps that will be taken to ensure that lead contamination will be contained throughout the process. Measures may include additional steps or precautions when lifting and handling the steel on site.

(2) Transport and delivery. Include the material safety data sheet (MSDS) with the material to the disposal facility. Ensure that loads transported from the site are adequately contained and covered to prevent dispersion en route to the disposal facility. Submit a copy of the receiving report from the disposal facility specifically acknowledging that the material being delivered is contaminated with lead paint.

(3) Lead paint removal. If the Contractor chooses to salvage the steel members, the paint may be removed subject to the following requirements:

(a) Remove lead contaminated paint in an appropriate containment facility;

(b) Comply with the requirements as listed in Subsection 411.09; and

(c) Manifest and dispose of lead contaminated waste according to the requirements of 40 CFR 260 through 268 – Resource Conservation and Recovery Act (RCRA).

159.06 Acceptance. Removal of structures and obstructions will be evaluated under Subsection 106.02.

Removal of objects within the roadway embankment areas will be evaluated under

Section 301. Backfilling and compacting cavities left by structures will be evaluated

under Section 303.

Removal of miscellaneous items will be evaluated under

Section 510. Minor concrete will be evaluated under Section

601.

Measurement

159.07 Measure the Removal of structures and obstructions pay items listed in the bid schedule according to the subsection ordering the work and Subsection 109.01.

Payment

159.08 The accepted quantities will be paid at the contract price per unit of measurement for the Removal of structures and obstructions pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.03.

This text supplements Section 200 of the VDOT 2020 Road and Bridge Specifications:

Section 200. — GENERAL

200.03. Add the following:

When required, deliver the Government's portion of the sample or split sample to the CO packaged in an acceptable container suitable for shipment. Label samples with the following:

(a) Project number and name;

(b) Pay item number and description;

(c) Source of material;

(d) Sample number;

(e) Date sampled;

(f) Time sampled;

(g) Location sample taken;

(h) Name of person sampling;

(i) Name of person witnessing sampling; and

(j) Type of test required on sample.

This text supplements Section 244 of the VDOT 2020 Road and Bridge Specifications:

Section 244. — ROADSIDE DEVELOPMENT MATERIALS

244.02(c). Add the following:

Seed mix used at Outfall 4-1 shall be applied at an application rate of 25 pounds/acre and is as follows:

Common Name	Scientific Name	Status	% by Weight
Grasses (90%)			
Autumn Bentgrass	Agrostis perennans	FACU	1%
Chewings Fescue	Festuca rubra commutate	FACU	10%
Broomsedge	Andropogon virgincum	FACU	5%
River Oats	Chasmanthium latifolum	FACU	15%
Va Wildrye	Elymus virginicus	FACW	20%
Riverside Wildrye	Elymus ripranus	FACW	15%
Little Bluestem	Schizachyrium scoparum	FACU	15%
Purpletop	Tridens flavus	FACU	10%
Forbs (10%)			
Black Eyed Susan	Rubeckia hirta	FACU	0.3%
OxEye Sunflower	Helianthus helianthoides	NI	1.5%
Zigzag Aster	Aster pernanthoides	FAC	0.2%
Golden Rod	Euthania graminfolia	FAC	0.1%
Blue Chickory	Cichorium intybus	NI	0.5%
Longleaf Coreopsis	Coreopsis lanclolata	FACU	1.0%
Partridge Pea	Chamaecrista fasciculata	FACU	3.0%
Showy Tickseed (NC)	Bidens aristosa	FACW	2.5%

This text supplements Section 302 of the VDOT 2020 Road and Bridge Specifications:

Section 302. — DRAINAGE STRUCTURES

302.04. Add the following:

Storm water management will be paid for at the contract lump sum price for Structure 6-11. The price bid shall include procurement of structure meeting requirements shown on the plans, transport to site, excavating, required bedding material, installation per manufacturer's instructions, connections to the existing pipes, disposal of surplus excavation, and removing and restoring existing surface as required.

This text supplements Section 512 of the VDOT 2020 Road and Bridge Specifications:

Section 512. — MAINTAINING TRAFFIC

512.04. Delete the Subsection and substitute the following:

All devices and services for maintaining traffic as described in Subsection 512.03 will be paid for at the Contract unit price by the lump sum per phase to include all work as shown in the Maintenance of Traffic and Traffic Management Plans. See Subsection 109.01(l). This will include installing, maintaining and replacing devices as directed by the CO during each phase; including temporary construction required to maintain a continuous flow of traffic. Following installation, the CO may direct the relocation or addition of devices or services that are intended to improve identified issues related to safety or user behavior and will not be measured separately for payment. Additional or modified devices needed to meet the requirements of the VA WAPM, MUTCD, or other governing documents will be included in the bid price regardless of their inclusion in the plans.

Progress payments for devices and services will be paid as follows:

(a) 50 percent of the pay item amount will be paid upon installation and acceptance at the start of each phase.

(b) Payment of the remaining 50 percent of the pay item amount will be paid after final acceptance or when the CO orders the removal of the devices and services.

Payment will be made under:

Pay Item	Pay Unit
Maintenance of Traffic Items-Ffx Cty Pkwy Stage 1	LPSM
Maintenance of Traffic Items-Ffx Cty Pkwy Stage 2	LPSM
Maintenance of Traffic Items-Ffx Cty Pkwy Stage 3	LPSM
Maintenance of Traffic Items-Ffx Cty Pkwy Stage 4	LPSM
Maintenance of Traffic Items-Kingman Rd-Stage 1	LPSM
Maintenance of Traffic Items-Kingman Rd -Stage 2	LPSM
Maintenance of Traffic Items-Stage 1	LPSM
Maintenance of Traffic Items- Stage 2	LPSM

This text replaces Section 514 of the VDOT 2020 Road and Bridge Specifications:

Section 637. — FACILITIES AND SERVICES

Description

637.01 This work consists of furnishing, installing, maintaining, and removing facilities and services.

Construction Requirements

637.02 Type I Field Office. Provide the facilities and services beginning 7 days before project work begins and ending 21 days after final acceptance.

Facilities and services are for the exclusive use of Government personnel and are subject to approval.

Conform to applicable ordinances, safety codes, and regulations.

If facilities or services become defective, are stolen, or for other reasons do not function as intended; repair or provide a replacement. Repair or replace facilities and services within 8 hours after being notified by the CO. Repairs and replacements are subject to approval.

Remove facilities and services when directed by the CO.

Locate the Government field office within 5 miles of the project site and where high-speed Internet service, as described in Subsection 637.04(b)(2), is available. Obtain approval from the CO before delivery of a mobile field office or any rental agreements are signed.

Clean the Government field office weekly to the approval of the CO.

637.03 Facilities. Perform site work to accommodate facilities and restore to its original condition upon removal. Furnish safe, sanitary, weatherproof buildings or trailers in good condition. Suitable commercial or private facilities located near the project may be provided.

(a) Field office. Furnish and maintain a field office according to Tables 637-1 and 637-2.

Provide a storage area to accommodate the necessary samples of materials for testing.

Provide enough space for each sample. Samples may be stacked three units high using the sample containers required in Subsection 200.03. Provide one of the following:

- A sixth divided and separate area within the Government field office.
- A separate storage structure with minimum dimensions of 7-foot wide by 8-foot long by 6-foot high stationed within 50 feet of the Government field office. If an exterior structure

is used, protect items being stored from contamination and weather elements, and maintain a temperature ranging from 40 ºF to 80 ºF.

(b) Equipment. Furnish the following office equipment in the Government field office:

(1) Laser copy machine. One self-feeding plain paper photocopying machine with the following minimum capabilities:

(a) Reproducing black and white, and color copies for each size paper;

(b) Equipped with 3 separate paper trays so that copying can be performed with 8½- by 11-inch (letter size), 8½- by 14-inch (legal size), and 11- by 17-inch paper without switching paper or paper trays;

(c) Automatic document feeder capable of making at least 20 copies per minute for each size paper;

(d) Reducing or enlarging originals, including duplex (double-sided) copying, for each size paper;

(e) Copying to Universal Serial Bus (USB) flash drive in Adobe Acrobat (*.pdf) file format; and

(f) Built-in wireless technology (Wi-Fi capable).

Furnish all necessary supplies for the laser copy machine, including paper.

(2) Laser printer. One plain paper printing machine with the following minimum capabilities:

(a) Producing black and white, and color prints for each size paper;

(b) Equipped with 3 separate paper trays so that printing can be performed with 8½- by 11-inch (letter size), 8½- by 14-inch (legal size), and 11- by 17-inch paper without switching paper or paper trays;

(c) Automatic paper feeder capable of making at least 20 prints per minute for each size paper;

(d) Producing duplex (double-sided) prints for each size paper;

(e) Printing from direct personal computer (PC) and local area network (LAN) connections;

(f) Scanning to Adobe Acrobat (*.pdf) file format; and

(g) Built-in wireless technology (Wi-Fi capable).

The laser printer may be one machine in combination with the laser copy machine. Furnish all necessary supplies for the laser printer, including paper.

(3) Laser facsimile (FAX) machine. One FAX machine with the following minimum capabilities:

(a) Automatic document feeder with a minimum capacity of 20 pages;

(b) Sending standard size documents up to and including 11- by 17-inch paper;

(c) Printing on plain paper; and

(d) Automatic dial/redial.

The laser FAX machine may be one machine in combination with the laser copy machine. Furnish all necessary supplies for the laser FAX machine, including paper.

(4) High definition computer monitor. One high definition LCD or LED computer monitor with the following minimum capabilities:

(a) 27-inch flat viewing screen;

(b) Video Graphics Array (VGA) and High Definition Multimedia Interface (HDMI) ports; and

(c) Supports an optimal resolution of 1920 x 1080 at 60Hz.

(5) Computer keyboard. One computer keyboard with the following minimum capabilities:

(a) Standard 104-key Windows U.S. English QWERTY with keys for alphabet, functions, arrows, and numeric keypad; and

(b) Connects to a windows-based computer by either a USB cord or wirelessly.

(6) Computer mouse. One ergonomic computer mouse with the following minimum capabilities:

(a) Standard 2-button with a wheel for scrolling; and

(b) Connects to a windows-based computer by either a USB cord or wirelessly.

(c) Lighting. Provide ample exterior lighting to illuminate the area surrounding the Government field office at night. Equip the lights with photocell sensor devices and motion detectors to activate the lights.

Table 637-1
Minimum Requirements for Field Office and Associated Services

Property	Size or Quantity
Floor space, square feet	1600
Locking outside door, deadbolt with keys	1
Steps with slip-proof tread and handrails	(1)
Windows with locks	2
Total window area, square feet	30
Ceiling height, 7 feet	✓
Rooms including toilet room	5
Room size, except toilet room, square feet	100
Closet, 45-cubic foot	✓
Shelves, 12-inch depth, square feet	24
Electrical lighting	✓
Heat and air conditioning(2), maintain temperature of 72±5 °F	✓
Adequate electrical outlets	✓
Surge protectors	✓
Adequate electricity (120 and 240 V, 60 cycle as applicable)	✓
Adequate potable water supply	✓
Drinking water cooler with water supply	✓
Functioning sink with faucets for both hot and cold water with paper towels supply	✓
Functioning indoor toilet with toilet paper supply	✓
Parking for four vehicles on gravel or hard surface	✓
6-foot high chain link fence with gate around building and parking area	✓

(1) As required by local code.
(2) If window air conditioning is provided, provide a separate unit for each room.

Table 637-2
Minimum Field Office Furnishings

Property	Size or Quantity
Table, 30-inch wide × 8-foot long × 30-inch high	6
File cabinet, 2-drawer, fire resistant, metal, with lock and keys	1
File cabinet, 4-drawer, metal	1
Desk, 12-square foot(1)	4
Desk lamp(1)	2
Office chair(1)	7
Storage cabinet, 6-foot wide × 36-inch high × 18-inch deep	1
Fire extinguisher	1
Refrigerator/Freezer, 17 cubic feet minimum	1
Microwave oven, 1 cubic feet and 700 watts of cooking power minimum	1

(1) Meet accepted industry standards for ergonomics.

637.04 Services.

(a) Facilities. Furnish electrical service, potable water supply, toilet accommodations and waste disposal services. Remove snow and provide landscaping services as directed by the CO. Pay bills associated with facilities by the payment due date.

(b) Communications. Provide internet, wireless phone, or landline telephone services of the latest available technology. Pay bills from the service provider by the payment due date. Furnish the following communication equipment and services in the Government field office:

(1) Telephone. Two cordless telephone(s) with the following minimum capabilities:

(a) Touch tone, hold button, intercom, and conference calling features;

(b) Two separate lines;

(c) Local and long distance telephone services; and

(d) One digital, telephone answering machine or voicemail service capable of answering, recording, storing, and playing back telephone messages with a storage capacity of at least 30 minutes in length.

(2) High-speed Internet access. One high-speed Internet service system with the

following minimum capabilities:

(a) Download speed of 25,000 kilobits per second;

(b) Upload speed of 10,000 kilobits per second;

(c) Digital Subscriber Line (DSL), Fiber Optic Service (FIOS), a dedicated Transmission System 1 (T1), cable Internet service, or mobile hotspot (mifi);

(d) Equipped with a modem and a router with a firewall or a router and a firewall appliance;

(e) Router with Internet Protocol Version 6 (IPv6) capable, Wi-Fi Protected Access II (WPA2) or higher encryption, Simple Network Management Protocol (SNMP) Monitoring, Dynamic Host Configuration Protocol (DHCP), and at least Category 6 Registered Jack 45 (RJ45) LAN office drop cables; and

(f) Supports simultaneous Internet access of at least 3 workstations connected by Category 6 Registered Jack 45 (RJ45) LAN office drop cables.

Alternate Internet access service options may be submitted to the CO for approval.

Submit firewall configuration to the CO for approval. Do not change the firewall configuration after it is approved, unless a change request is submitted and approved in advance. Do not connect any equipment to the system other than U.S. DOT equipment.

(3) Wireless air card. One high speed, wireless air card for use with a Government laptop computer capable of providing access to the FHWA's virtual private network (VPN).

637.05 Acceptance. Facilities and services will be evaluated under Subsections 106.02 and 106.04.

Measurement

637.06 Measure the Section 637 pay items listed in the bid schedule according to Subsection 109.01.

Payment

637.07 The accepted quantities will be paid at the Contract price per unit of measurement for the Section 637 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.03.

Progress payments for facilities and services will be paid as follows:

(a) 60 percent of the pay item amount will be paid upon installation and acceptance for occupancy.

(b) Payment of the remaining 40 percent of the pay item amount will be paid after final acceptance or when the CO orders the removal of the facilities and services.

Payment will be made under:

Pay Item	Pay Unit
Field Office	Each

This text supplements Section 700 of the VDOT 2020 Road and Bridge Specifications:

Section 700. — GENERAL

700.05. Add the following:

(l) **Verifying Existing Utility Locations:** This work shall consist of digging test holes to verify the location of underground utilities at locations specified by the Engineer.

Earthen material and aggregate material used to backfill test holes shall be the same quality as existing material, unless otherwise approved or directed by the Engineer.

Each test hole shall be sufficient diameter and depth to confirm the presence of absence of an existing utility. Each hole is not anticipated to be greater than 4 feet in depth and at a diameter necessary to easily verify the type and condition of the utilities. If directed by the Engineer , the Contractor shall dig deeper than 4 feet. The Contractor shall provide all excavation support necessary to protect workers and conditions adjacent to the test holes at no additional cost.

The Contractor shall prepare and present a written, signed report to the Engineer at the conclusion of each day's work. The report shall list the approximate location, depth from existing grade, and diameter of each test hole completed that day; as well as the approximate location, depth, and nature of all utilities encountered.

The Contractor shall coordinate the Miss Utility services and the Department prior to starting work.

The Contractor shall take all necessary precautions to prevent disturbance of the utility facilities as defined in the Contract in accordance with Subsection 104.06.

The Contractor shall patch the resulting excavation as directed by the Engineer. Asphalt concrete pavement shall be repaired with a hot mix asphalt material. Hydraulic cement concrete pavement shall be repaired with hydraulic cement concrete from the VDOT Materials Division's Approved Products List. Asphalt patching material and hydraulic cement concrete shall be installed flush with the surrounding pavement when the cavity is filled and compacted as required. The Contractor shall remove and dispose of all debris.

700.06. Add the following:

Utility Test Hole will be measured in units of each per location and type of surface encountered and will be paid at the Contract unit price per each. This price shall include digging, furnishing backfill and batching materials, and backfilling and compacting hole. If directed by the Engineer to dig deeper than 4 feet, the Contractor will be paid an additional 25 percent per additional foot. Traffic control, if required, will be paid separately under the traffic control phase lump sum.

Excavation of two test pits of 4 feet per directional bore will be considered incidental and will not be measured for separate payment. Traffic control, if required, will be paid separately under the traffic control phase lump sum.

Payment will be made under:

Pay Item	**Pay Unit**
Utilities Test Hole, Unpaved Area	Each

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

REPRESENTATIONS AND CERTIFICATIONS

(Updated through FAC 2026-01)

52.209-5 -- Certification Regarding Responsibility Matters (Aug 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [_] are not [_] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [_] have not [_], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [_] are not [_] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [_], have not [_], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [[_] has not [_], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be

considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

52.209-7 – Information Regarding Responsibility Matters (Oct 2018)

(a) *Definitions*. As used in this provision—
"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
"Federal contracts and grants with total value greater than $10,000,000" means—
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).
(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in—
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.222-38 -- Compliance with Veterans' Employment Reporting Requirements (Feb 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause

52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

(End of Provision)

(End of Section K)

PERMITS OBTAINED FOR THIS PROJECT

Date: May 27, 2026

Eastern Federal Lands Highway Division (EFLHD) - PERMIT TRACKING

Project: VA ERFO FS GWJEF808 2020-2(1)

Project Manager: Dan Weston

EFLHD Main Permit Contact(s): Kim Campo-Allen

The following permits have been obtained for this project. Any modification to the work beyond what is shown in the contract plans and specifications may require modification to the permits. While notes regarding permit conditions are provided below to emphasize certain restrictions and requirements, all of the conditions for all of the permits must be fully adhered to as stated in the permit or approval document.

Permit/Approval	Agency	Received Date	Expiration Date	Remarks/Notes
United States Army Corps of Engineers Nationwide Permit (NWP) 3	United States Army Corps of Engineers	Apr 9, 2025	Mar 14, 2026	NAO-2025-00513 - Blackhorse Gap Road (FSR 186). EFLHD is in the process of obtaining reauthorization under the 2026 NWPs. Permit will be updated at award.
United States Army Corps of Engineers Nationwide Permit (NWP) 23	United States Army Corps of Engineers	Apr 9, 2025	Mar 14, 2026	NAO-2025-00516 - Hussy Mountain Horse Camp Road (FSR 14A). EFLHD is in the process of obtaining reauthorization under the 2026 NWPs. Permit will be updated at award.
United States Army Corps of Engineers Nationwide Permit (NWP) 18	United States Army Corps of Engineers	Apr 1, 2025	Mar 14, 2026	NAO-2025-00517 - Little Stony Creek (FSR 700). EFLHD is in the process of obtaining reauthorization under the 2026 NWPs. Permit will be updated at award.
United States Army Corps of Engineers Nationwide Permit (NWP) 23	United States Army Corps of Engineers	Apr 15, 2025	Mar 14, 2026	NAO-2025-00518 - Punch and Judy Road (FSR 618). EFLHD is in the process of obtaining reauthorization under the 2026 NWPs. Permit will be updated at award.
United States Army Corps of Engineers Nationwide Permits (NWP) 3 & 13	United States Army Corps of Engineers	Apr 18, 2025	Mar 14, 2026	NAO-2025-00628 - Dry Run Road (FSR 14). EFLHD is in the process of obtaining reauthorization under the 2026 NWPs. Permit will be updated at award.
Erosion and Sediment Control	Virginia Department of Environmental Quality	Sep 29, 2025	NA	SWM # 2025-0198 - Little Stony Road (FSR-700). Any changes to the approved plan requires DEQ approval. Contact Jeff Kite 1 week prior to preconstruction meeting and 1 week prior to initiation of land-disturbing activities. Jeffery.Kite@deq.virginia.gov or (276) 206-3530

	Erosion and Sediment Control	Virginia Department of Environmental Quality	Sep 29, 2025	NA	SWM #: 2025-0258 - Punch and Judy Road (FSR-618).Any changes to the approved plan requires DEQ approval. Contact Jason McCroskey 1 week prior to preconstruction meeting and 1 week prior to initiation of land-disturbing activities. Jason.Mccroskey@deq.virginia.gov or (276) 525-2558
	Erosion and Sediment Control	Virginia Department of Environmental Quality	Sep 29, 2025	NA	SWM #: 2025-0259 - Dry Run Road (FSR-14). Any changes to the approved plan requires DEQ approval. Contact Jason McCroskey 1 week prior to preconstruction meeting and 1 week prior to initiation of land-disturbing activities. Jason.Mccroskey@deq.virginia.gov or (276) 525-2558
	Erosion and Sediment Control	Virginia Department of Environmental Quality	Sep 29, 2025	NA	SWM #: 2025-0260 - Hussy Mountain Horse Camp Road (FSR-14A). Any changes to the approved plan requires DEQ approval. Contact Jason McCroskey 1 week prior to preconstruction meeting and 1 week prior to initiation of land-disturbing activities. Jason.Mccroskey@deq.virginia.gov or (276) 525-2558
	Erosion and Sediment Control	Virginia Department of Environmental Quality	Sep 29, 2025	NA	SWM #: 2025-0261 - Blackhorse Gap East Road (FSR-186). Any changes to the approved plan requires DEQ approval. Contact Tim Fletcher 1 week prior to preconstruction meeting and 1 week prior to initiation of land-disturbing activities. Timothy.fletcher@deq.virginia.gov or (276) 524-0665
	Temporary Construction Easement	USDA/USFS	May 28, 2025		Temporary Construction Easement for Fred Westfield C/O Jeffery L. Banks, 10102 Vista Alegre Ct, Mitchellville, Maryland, 20721. For work area from Engineers Centerline Station 601+22.11 Left to Station 603+62.88 Left.
	Temporary Construction Easement	USDA/USFS	Jun 30, 2025		Temporary Construction Easement for Glenn A and Lynne S Reaves, PO Box 25, Montvale, Virginia, 24122. For work area from Engineers Centerline Station 602+02.20 Right to Station 603+69.02 Right.
	Temporary Construction Easement	USDA/USFS	Jun 25, 2025		Temporary Construction Easement for John Daniel and Stacey Lou Rorie, 1214 Blackhorse Gap Road, Blue Ridge, Virginia, 24064. For work area from Engineers Centerline Station 603+69.02 Right to Station 603+85 Right.

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, BALTIMORE DISTRICT
ATTN: REGULATORY DIVISION
2 HOPKINS PLAZA
BALTIMORE, MARYLAND 21201-2930

March 23, 2026

Regulatory Division

Mr. Kevin Rose
Federal Highways Association
22001 Loudoun County Parkway
Building E-2
Suite 200
Ashburn, Virginia 20147

Dear Mr. Rose:

This is in reference to your reverification request, NAB-2022-00487-M30 (VA ST FB KINGMN WLKR GTS/Road Upgrades), dated March 9, 2026 wherein you requested a Department of the Army authorization to upgrade the existing roadway and associated infrastructure permanently impacting 6,770 square feet of nontidal wetlands and temporarily impacting approximately 5,735 square feet of nontidal wetlands 77 square feet along 50 linear feet of streams in unnamed tributary to Accotink Creek, located in the vicinity of the Kingman Gate and Fairfax County Parkway. Fort Belvoir. Virginia.

Our evaluation has determined that the proposed work, if accomplished in accordance with the enclosed plan(s) (Enclosure 1), is authorized by Nationwide Permit (NWP)s for purposes of Section 404 of the Clean Water Act as published in the January 8, 2026 Federal Register, Final Notice of Issuance, Reissuance, and Modification of NWPs (91 FR 768), NWP number(s) (14), provided all state authorizations are granted. If any of the information contained in the application and/or plan(s) is later found to be in error, this authorization may be subject to modification, suspension, or revocation.

Please note that you must comply with the general conditions and activity-specific impact limits and requirements for NWP 14, including Water Quality Certification (WQC) conditions, if appropriate, at the following link: https://www.nab.usace.army.mil/Missions/Regulatory/Nationwide-Permits/. If you are not able to access the conditions, please contact the project manager for a hard copy.

Please note that as of the date of this authorization, your project is in compliance with Section 7 of the Endangered Species Act. However, new species may be listed, or additional populations found. Therefore, it is your responsibility to ensure that construction of the authorized work does not adversely affect any existing or newly listed federally endangered or threatened species. Information on threatened and endangered species and their critical habitat can be obtained from the offices of the U.S

Fish and Wildlife Service and National Marine Fisheries Service or their web pages at: https://ecos.fws.gov/ipac and https://www.greateratlantic.fisheries.noaa.gov/protected/section7/guidance/maps/index.html respectively.

Please note that you are required to submit a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. An example of the information that is required is posted on the Baltimore District webpage at: https://www.nab.usace.army.mil/Portals/63/NAB-xxxx-xxxxx_XXXX_Universal_CompCert_Final.pdf. The signed certification should be emailed to the Regulatory Division email at nab-regulatory@usace.army.mil **within 60 days** with NAB-2022-00487-M30 (VA ST FB KINGMN WLKR GTS/Road Upgrades) in the subject line following completion of the authorized work and any required mitigation. Your signature on the certification verifies your understanding that the work was completed in accordance with the terms and conditions associated with your Department of the Army permit.

This verification is valid until the NWP is modified, reissued, or revoked. The NWPs issued in the January 8, 2026, Federal Register, Final Notice of Issuance, Reissuance, and Modification of NWPs (91 FR 768) expire on March 15, 2031. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

After you have obtained all required federal, state, and/or local authorizations, you may proceed with the authorized work.

When the structures or work authorized by this NWP are still in existence at the time the property is transferred, the terms and conditions of this NWP, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this NWP and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. Send to the Regulatory Division email at nab-regulatory@usace.army.mil with NAB-2022-00487-M30 (VA ST FB KINGMN WLKR GTS/Road Upgrades) in the subject line. A copy of this NWP verification signed by the transferee must be submitted to the Baltimore District to validate the transfer.

A copy of this letter is being provided to the Virginia Department of Environmental Quality for informational purposes.

If you have any questions concerning this matter, please call or email the undersigned of this office at (410) 962-6029 or project.manager@usace.army.mil.

Sincerely,

Erica W. Schmidt

Erica W. Schmidt
Project Manager, Maryland South Branch
Regulatory Division

Enclosures

Transfer

NAB-2022-00487-M30 (VA ST FB KINGMN WLKR GTS/Road Upgrades)

_____

TRANSFEREE SIGNATURE DATE TELEPHONE NO.

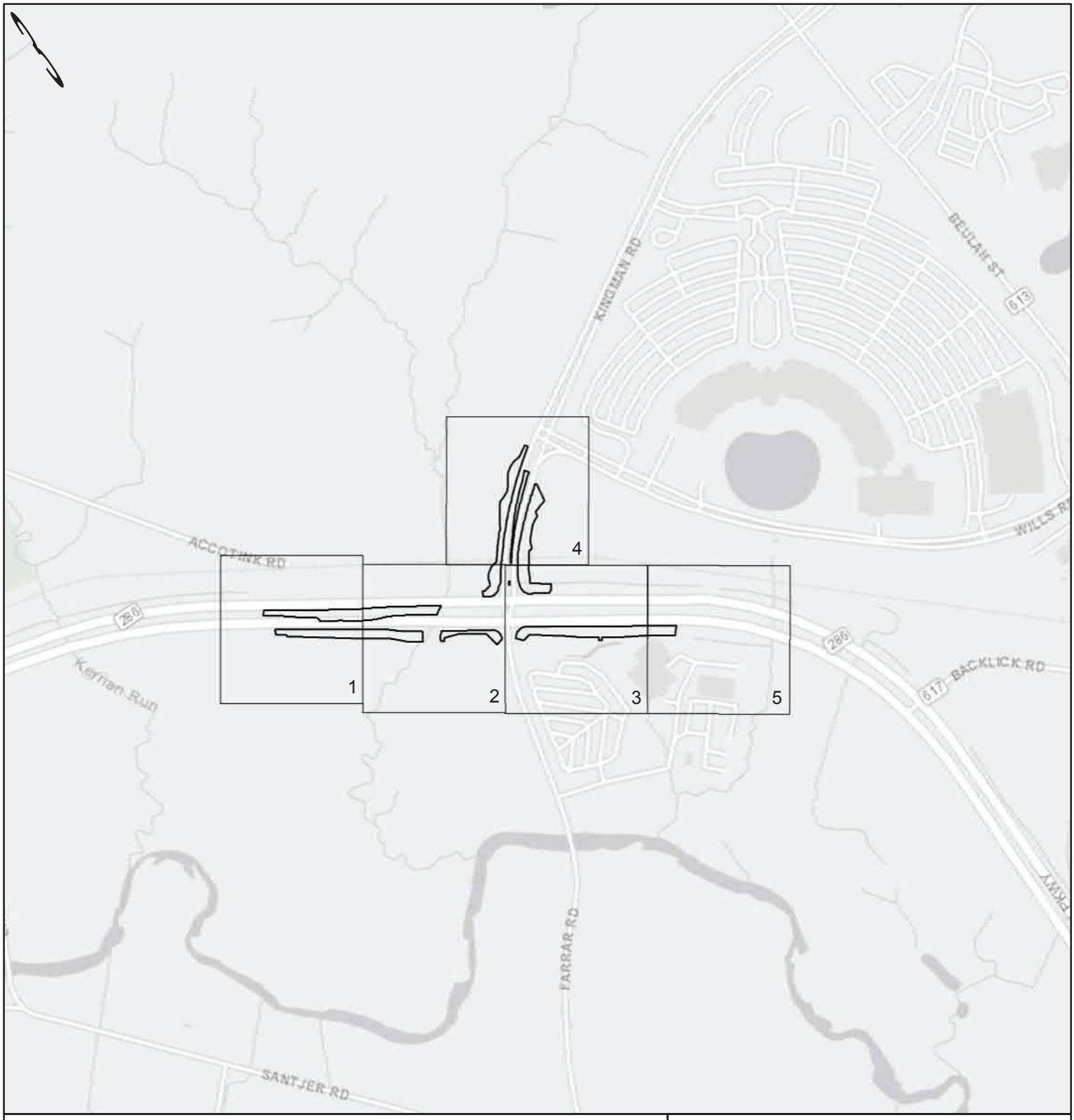
_____

PRINTED NAME

_____

ADDRESS

Send to the Regulatory Division email at nab-regulatory@usace.army.mil with NAB-2022-00487-M30 (VA ST FB KINGMN WLKR GTS/Road Upgrades) in the subject line.



Index Sheet Extents

Limit of Disturbance

1 inch = 750 feet

375 0 375 750 ft

FORT BELVOIR AT KINGMAN GATE

SCALE: 1" = 750' DATE: APR 2022 CONTRACT #: _____

DRAWN BY: CTH

DESIGNED BY: _____

CHECKED BY: _____

WSP USA
1 East Pratt Street
Baltimore, MD 21202

INDEX SHEET

SHEET NO. 1 of 1

Existing Condition

Contours

Waters of the U.S. — WUS —

Wetland Boundary ! ! ! WET ! ! !

Drainage Ditch

Parcel Boundaries

Proposed Condition

Limit of Disturbance — LOD —

Storm Drain Pipe

Storm Drain Inlet

Grading - Cut — C —

Grading - Fill — F —

Rip-Rap

Proposed Impact

Wetland Impact (Temporary)

Wetland Impact (Permanent)

Waterway Impact (Temporary)

Drainage Ditch (Permanent)

Drainage Ditch (Temporary)

FORT BELVOIR
AT KINGMAN AND WALKER GATES
IMPACT PLATE LEGEND SHEET

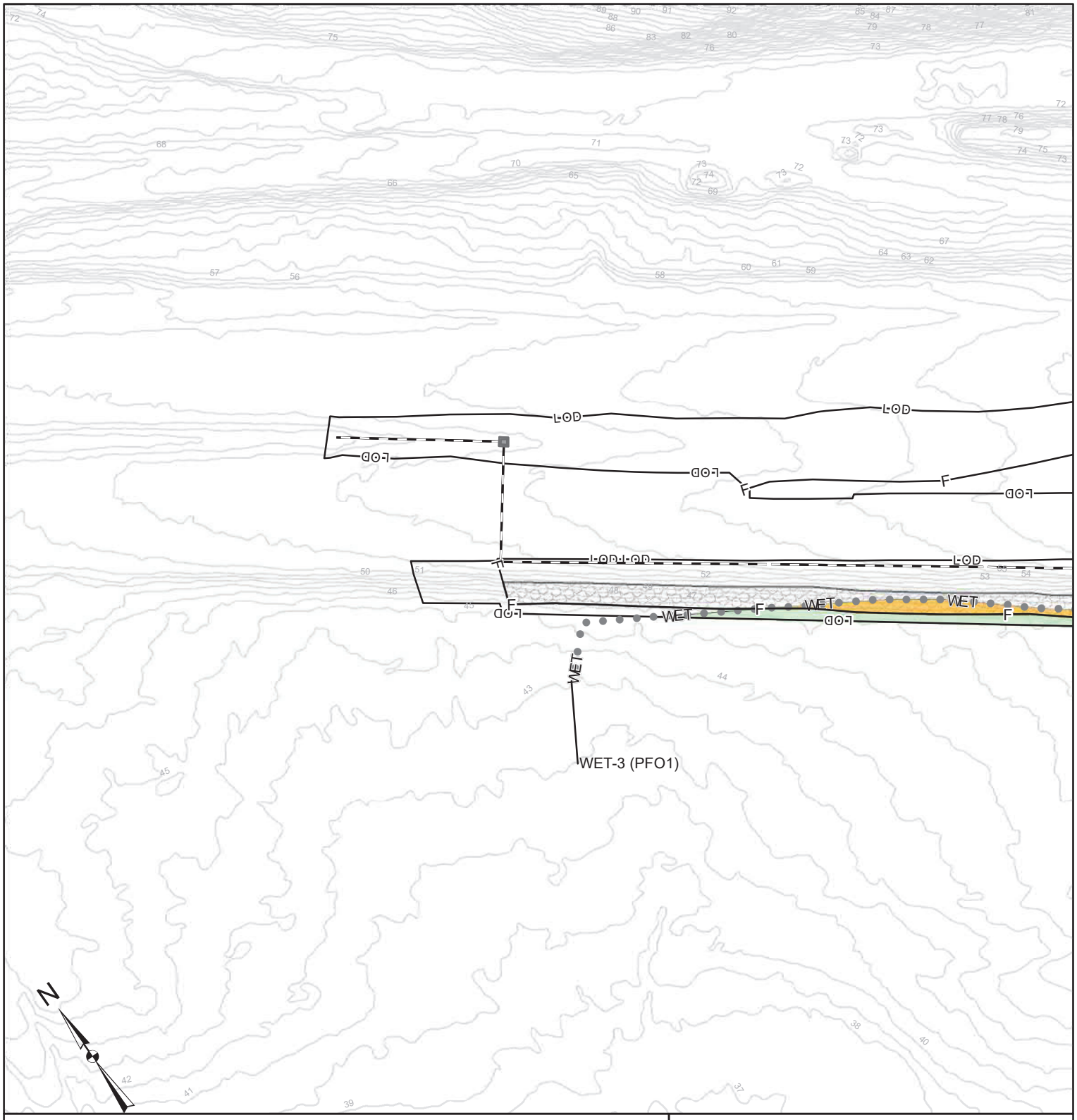
SCALE: NTS DATE: APR 2022 CONTRACT #: _____

DRAWN BY: CTH

DESIGNED BY: _____

CHECKED BY: _____

WSP USA
1 East Pratt Street
Baltimore, MD 21202



WETLAND IMPACT TABLE	
	WETLAND 3
TEMPORARY WETLAND IMPACT	926.7 SF
PERMANENT WETLAND IMPACT	696.3 SF

COWARDIN CLASSIFCATION	
WETLAND 3	PFO1

1 inch = 100 feet

50 0 50 100 ft

FORT BELVOIR AT KINGMAN GATE

SCALE: 1" = 100' DATE: APR 2022 CONTRACT #: _____

DRAWN BY: CTH

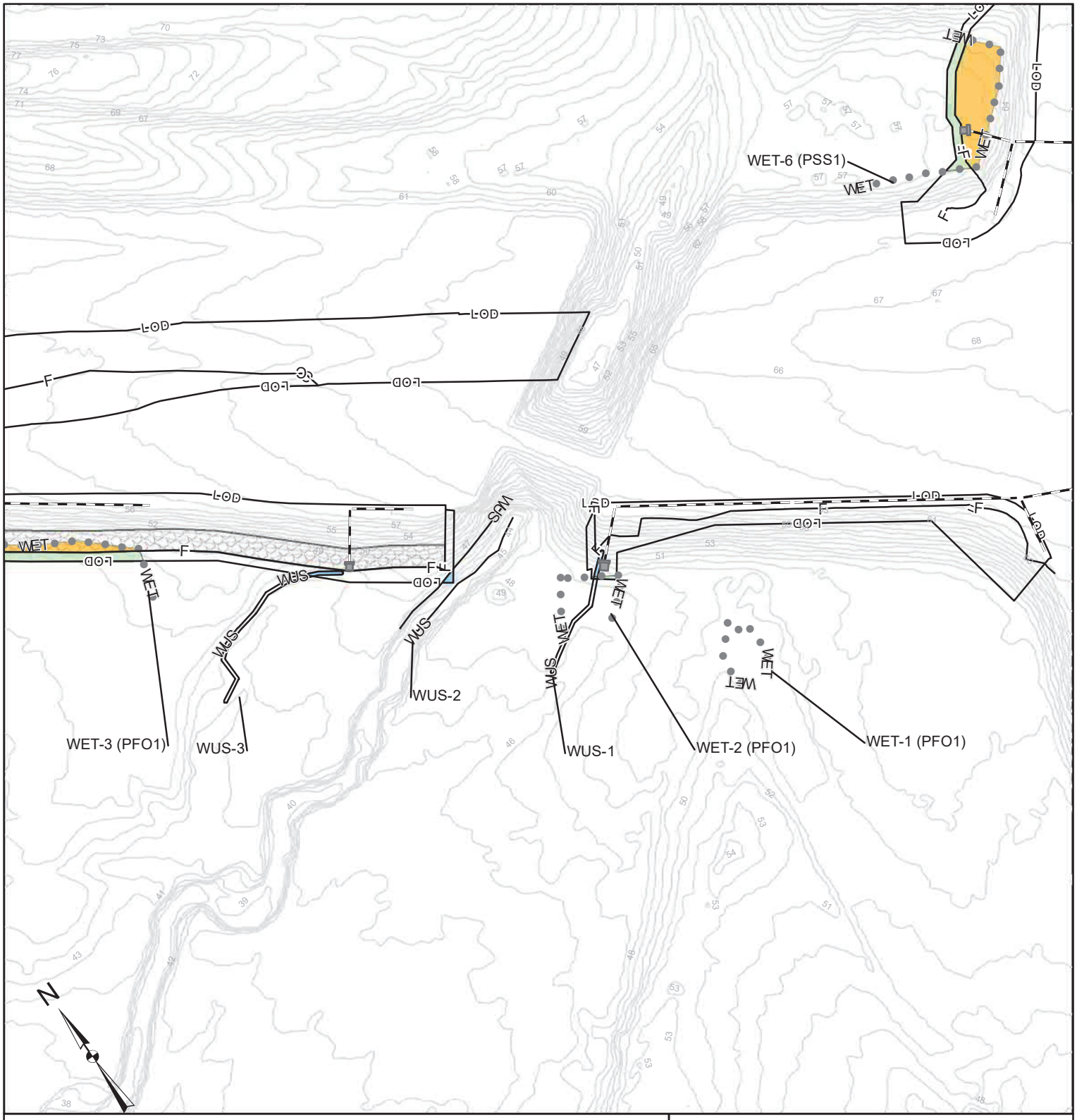
DESIGNED BY: _____

CHECKED BY: _____

WSP USA
1 East Pratt Street
Baltimore, MD 21202

IMPACT PLATES

SHEET NO. 1 of 5



WETLAND IMPACT TABLE			
	WETLAND 2	WETLAND 3	WETLAND 6
TEMPORARY WETLAND IMPACT	26.3 SF	716.4 SF	414.6 SF
PERMANENT WETLAND IMPACT	N/A	629 SF	1331.5 SF

WATERWAY IMPACT TABLE			
	WUS -1	WUS-2	WUS-3
TEMPORARY WATERWAY IMPACT	30.5 SF	26.1 SF	40.4 SF

COWARDIN CLASSIFCATION	
WETLAND 2	PFO1
WETLAND 3	PFO1
WETLAND 6	PSS1

1 inch = 100 feet

50 0 50 100 ft

FORT BELVOIR AT KINGMAN GATE

SCALE: 1" = 100' DATE: APR 2022 CONTRACT #: _____

DRAWN BY: CTH

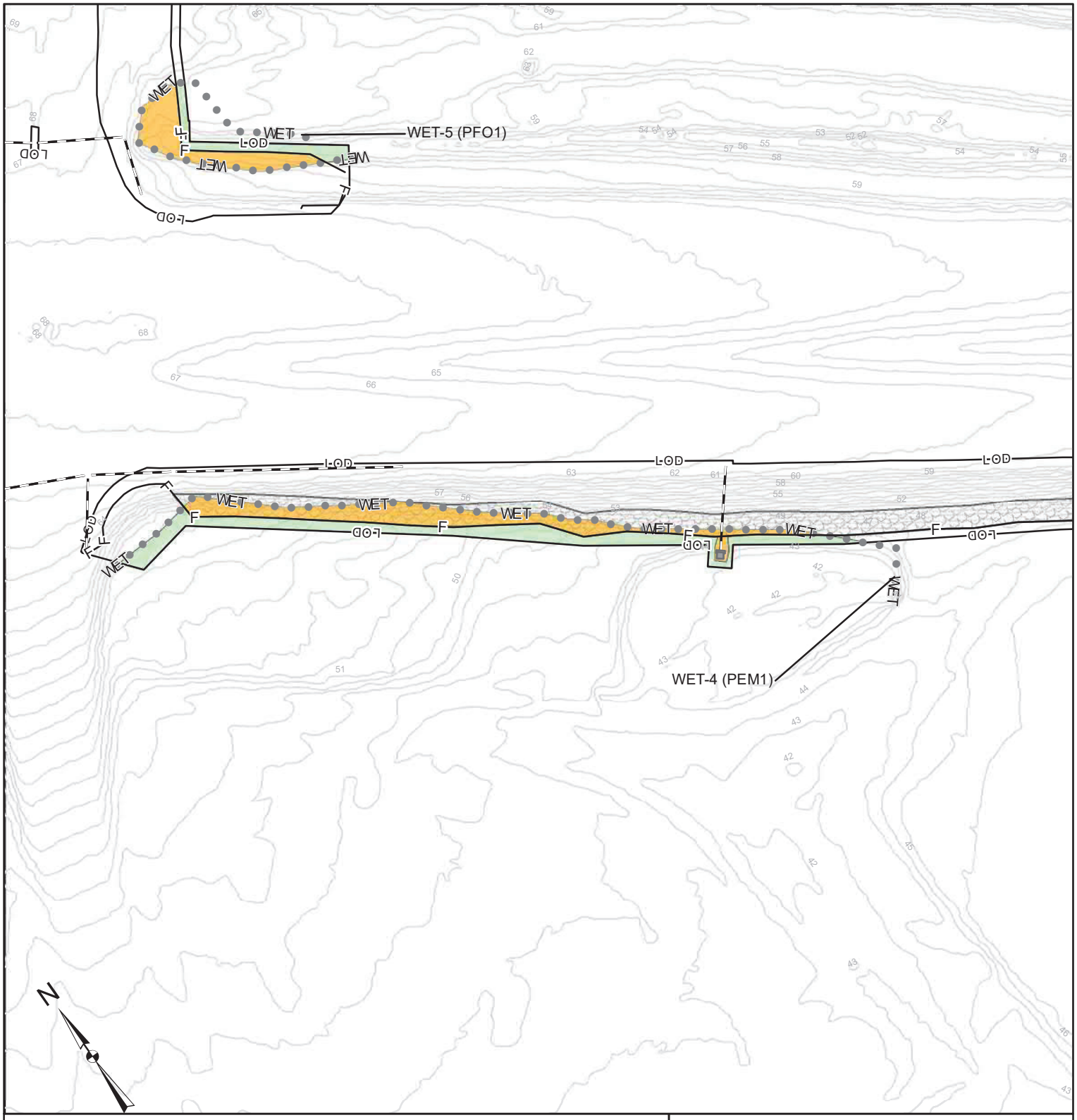
DESIGNED BY: _____

CHECKED BY: _____

WSP USA
1 East Pratt Street
Baltimore, MD 21202

IMPACT PLATES

SHEET NO. 2 of 5



WETLAND IMPACT TABLE		
	WETLAND 4	WETLAND 5
TEMPORARY WETLAND IMPACT	2901.8 SF	750.6 SF
PERMANENT WETLAND IMPACT	2668.9 SF	1444.2 SF

COWARDIN CLASSIFCATION	
WETLAND 4	PEM1
WETLAND 5	PFO1

1 inch = 100 feet

50 0 50 100 ft

FORT BELVOIR AT KINGMAN GATE

SCALE: 1" = 100' DATE: APR 2022 CONTRACT #: _____

DRAWN BY: CTH

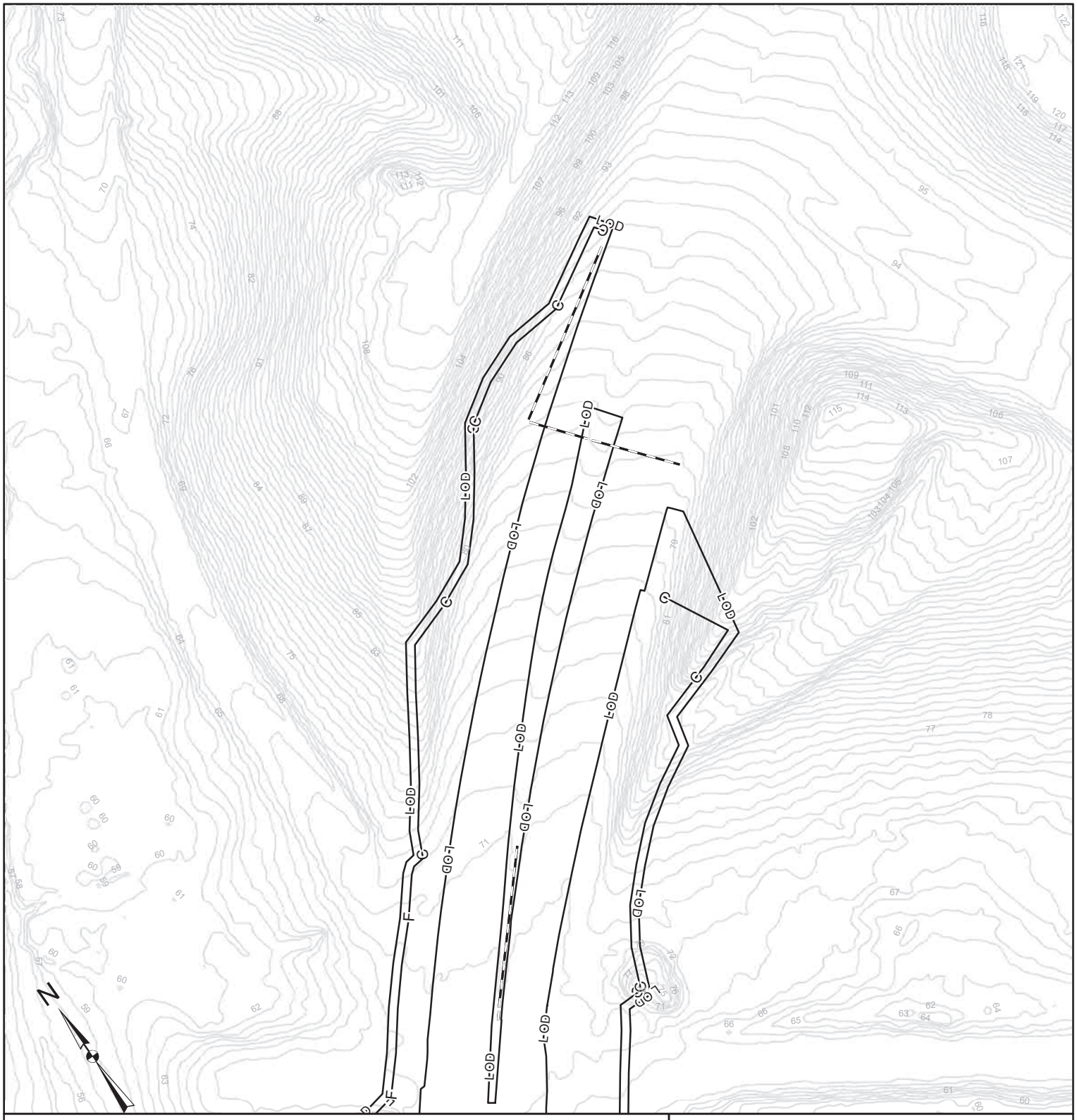
DESIGNED BY: _____

CHECKED BY: _____

WSP USA
1 East Pratt Street
Baltimore, MD 21202

IMPACT PLATES

SHEET NO. 3 of 5



NO IMPACTS ON THIS SHEET

1 inch = 100 feet

50 0 50 100 ft

FORT BELVOIR AT KINGMAN GATE

SCALE: 1" = 100' DATE: APR 2022 CONTRACT #: _____

DRAWN BY: CTH

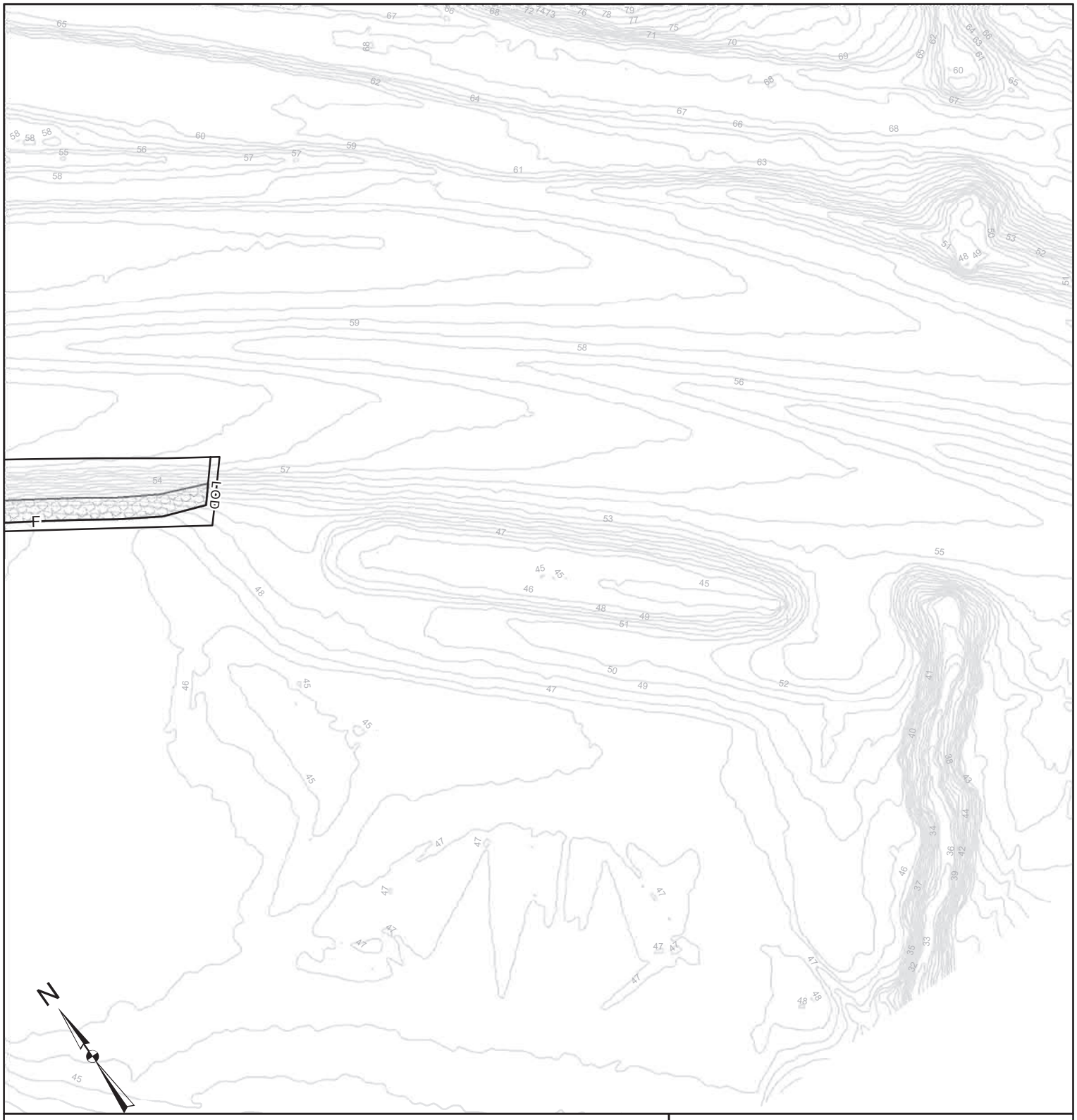
DESIGNED BY: _____

CHECKED BY: _____

WSP USA
1 East Pratt Street
Baltimore, MD 21202

IMPACT PLATES

SHEET NO. 4 of 5



NO IMPACTS ON THIS SHEET

1 inch = 100 feet

50 0 50 100 ft

FORT BELVOIR AT KINGMAN GATE

SCALE: 1" = 100' DATE: APR 2022 CONTRACT #: _____

DRAWN BY: CTH

DESIGNED BY: _____

CHECKED BY: _____

WSP USA
1 East Pratt Street
Baltimore, MD 21202

IMPACT PLATES

SHEET NO. 5 of 5

TABLE 2 - WETLANDS AND WATERS

	Waterway 1 (WUS-1)	Waterway 2 (WUS-2)	Waterway 3 (WUS-3)	Wetland-2 (WET-2)	Wetland-3 (WET-3)	Wetland-4 (WET-4) - Includes Vernal Pool 2	Wetland-5 (WET-5)	Wetland-6 (WET-6)
Impact Description (use all that apply): **F=fill** **EX=excavation** **S=structure** **T=tidal** **NT=non-tidal** **TE=temporary** **PE=permanent** **PR=perennial** **IN=intermittent** **SB=subaqeuous bottom** **DB=dune beach** **IS=hydrologically isolated** **V=vegetated** **NV=non-vegetated** **MC=mechanized clearing of PFO**	NT, TE	NT, PR, TE	NT, TE	NT, V	NT, V	NT, PE, TE, V	NT, PE, TE, V	NT. PE, TE, V
Latitude/Longitude (decimal degrees)	38.718775, -77.169456	38.718962, -77.169446	38.71907, -77.170018	38.71875483, -77.16943800	38.719256, -77.17018883	38.71819783, -77.16823700	38.71874867, -77.16773466	38.71874867, -77.16773466
Wetland/waters impact area (SF/acres)	Temp: 30.5 / 0.0007	Temp: 26.1 / 0.0006	Temp: 40.4 / 0.0009	Temp: 26.3 / 0.0006	Temp: 1,643.1 / 0.04 Perm: 1,325.3 / 0.03	Temp: 2,901.8 / 0.07 Perm: 2,668.9 / 0.06	Temp: 750.6 / 0.02 Perm: 1,444.2 / 0.03	Temp: 414.6 / 0.01 Perm: 1,331.5 / 0.03
Dune/beach impacts area (SF)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Stream dimensions at impacts site (length and average width in linear feet, and area in SF)	Length: 20 LF, Width: 1.5	Length: 10 LF, Width: 2.5 LF	Length: 20 LF, Width: 2 LF	N/A	N/A	N/A	N/A	N/A
Volume of fill below Mean High Water or Ordinary High Water (cubic yards)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cowardin classification of impacted wetland/waterway or geomorphological classification of stream	R6	R3	R6	PFO1	PFO1	PFO1	PFO1	PSS1
Average stream flow at site (flow rate under normal rainfall confitions in cubic feet per secon) and method of deriving it (gage, estimate, etc)	TBD	TBD	TBD	N/A	N/A	N/A	N/A	N/A
Contributing drainage area in acres or square miles (VMRC cannot complete review without this info)	N/A	198.4 AC	N/A	N/A	N/A	N/A	N/A	N/A
DEQ classification of impacted resources: **Estuarine Class II** **Non-tidal Waters Class III** **Mountainous zone waters Class IV** **Stoackable trout waters Class V** **Natural trout waters Class VI** **Wetlands Class VII**	Non-tidal waters Class III	Non-tidal waters Class III	Non-tidal waters Class III	Wetlands Class VII	Wetlands Class VII	Wetlands Class VII	Wetlands Class VII	Wetlands Class VII

Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

www.deq.virginia.gov

Stefanie K. Taillon
Acting Secretary of Natural and Historical Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director

February 10, 2025

Eastern Federal Lands Highway Division, FHWA
22001 Loudoun County Parkway, Building E2 Suite 200
Ashburn, VA 20147
Attn: Kevin Rose

Transmitted Via Email: kevin.rose@dot.gov

Re: Kingman and Walker Gates
Fairfax County, Virginia
DEQ SWM #: 2022-0095
Erosion and Stormwater Management Plan Approval

Dear Mr. Rose:

The Department of Environmental Quality (DEQ) has reviewed the revised Erosion and Stormwater Management (ESM) Plan (Plan) received January 31, 2025 in accordance with the *Virginia Erosion and Stormwater Management Act (VESMA) and attendant Regulation.* The Plan received January 31, 2025 with signed seal date of November 11, 2024 is hereby approved for 4.60 acres of land disturbance. **No changes may be made to the approved Plan without obtaining prior approval from DEQ.**

Additionally, approval of the Plan does not relieve the operator of complying with all other federal, state, or local laws and regulations.

In order for the DEQ Central Office Stormwater permitting staff to process your registration statement and issue Construction General Permit coverage for this project, please email a copy of the Affidavit of Sale for the purchase of nutrient credits to ConstructionGP@deq.virginia.gov and include the plan approval number [2022-0095] in the email. Land disturbance may not begin until you have received the permit coverage letter.

As provided by Rule 2A:2 of the Supreme Court of Virginia, you have thirty (30) days from the date you received this decision within which to appeal this decision by filing a notice of appeal in accordance with the Rules of the Supreme Court of Virginia with the Director, Virginia Department of Environmental Quality.

It is the responsibility of the owner and/or operator to ensure that the project is constructed in accordance with the approved Plan and accompanying specifications. Upon completion of the project, the owner

and/or operator will be required to submit a construction record drawing for all permanent stormwater management facilities (i.e., post-development best management practices) constructed in accordance with the approved Plan.

Prior to the commencement of construction, all land-disturbing activities equal to or greater than one acre, or less than one acre and part of a larger common plan of development or sale, must register for coverage under the General VPDES Permit for Discharges of Stormwater from Construction Activities (VAR10). If not already submitted, a copy of the General Permit registration statement can be obtained from DEQ's website at the following location:
https://ris.dls.virginia.gov/uploads/9VAC25/forms/CGP%20Registration%20Statement%202019-20201215174140.pdf

Please contact Abigail Snider at Abigail.Snider@deq.virginia.gov or 804-486-0365 if you have any questions about this letter.

Respectfully,

Chantz Ballard, Plan Review Manager
Virginia Department of Environmental Quality
Office of Stormwater Management
1111 E. Main Street
Richmond, Virginia 23219

Cc: Mark Remsburg, Mark.Remsburg@deq.virginia.gov
Kim Campo-Allen, Kim.Campo-Allen@dot.gov
Enclosure

Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219
P.O. Box 1105, Richmond, Virginia 23218
(800) 592-5482
www.deq.virginia.gov

Michael S. Rolband, PE, PWD, PWS Emeritus
Director
(804) 698-4020

February 27, 2025

Federal Highway Administration, Eastern Federal Lands Highway Division
22001 Loudoun County Pkwy Bldg E2 Ste 200
Ashburn, VA 20147
kevin.rose@dot.gov

RE: Coverage under the VPDES Construction General Permit (VAR10)
General Permit Number **VAR10V077**
Kingman and Walker Gates Improvements
Transportation Infrastructure
Fairfax

Dear Permittee:

The Virginia Department of Environmental Quality (DEQ) has reviewed your Registration Statement received complete on February 12, 2025 and determined that the proposed 4.6 acre land-disturbing activity is covered under the General VPDES Permit for Discharges of Stormwater from Construction Activities (VAR10). The effective date of your coverage under this general permit is July 1, 2024 or the date of this letter, whichever is later. A copy of the general permit may be obtained at the following link:
https://law.lis.virginia.gov/admincode/title9/agency25/chapter880/section70/.

The general permit contains the conditions of coverage and Stormwater Pollution Prevention Plan (SWPPP) requirements. Please print the general permit and read it carefully as you will be responsible for compliance with all permit conditions. Coverage under this construction general permit does not relieve the operator of complying with all other federal, state, or local laws and regulations.

Our records indicate that your site may discharge to waters identified as impaired or exceptional. Please see below for additional requirements:

1. Does this proposed land-disturbing activity discharge to a surface water identified as impaired in the 2022 § 305(b)/303(d) Water Quality Assessment Integrated Report for Benthic Macroinvertebrates Bioassessments or for which a TMDL wasteload allocation has been established and approved prior to the term of the general permit for (i) sediment or a sediment-related parameter or (ii) nutrients, including all surface waters within the Chesapeake Bay

Watershed? **Yes**. If YES, then the following general permit (Part I B 4 a) and SWPPP requirements (Part II B 5 and Part II B 8) must be implemented for the land-disturbing activity:

- Permanent or temporary soil stabilization shall be applied to denuded areas within seven (7) days after final grade is reached on any portion of the site;
- Nutrients (e.g., fertilizers) shall be applied in accordance with manufacturer's recommendations or an approved nutrient management plan and shall not be applied during rainfall events;
- Inspections shall be conducted at a frequency of (i) at least once every four (4) business days or (ii) at least once every (5) business days and no later than 24 hours following a measurable storm event. In the event that a measurable storm event occurs when there are more than 24 hours between business days, the inspection shall be conducted on the next business day; and
- Representative inspections used by utility line installation, pipeline construction, or other similar linear construction activities shall inspect all outfalls; and
- Implement the requirements for construction dewatering discharges as outlined in Part II B 8.

2. Does this proposed land-disturbing activity discharge to a surface water identified as impaired in the 2022 § 305(b)/303(d) Water Quality Assessment Integrated Report or for which a TMDL wasteload allocation has been established and approved prior to the term of the general permit for polychlorinated biphenyl (PCB)? **Yes**. If YES, then the following general permit (Part I B 4 b) and SWPPP requirements (Part II B 6) must be implemented for the land-disturbing activity **if** the construction activity involves the demolition of structures (i) equal to or greater than 10,000 square feet and (ii) built or renovated on or before January 1, 1980:
   - Implement an approved erosion and sediment control plan;
   - Dispose of PCB-contaminated materials in compliance with applicable state, federal, and local requirements to minimize the exposure of PCB-containing building materials;
   - Inspections shall be conducted at a frequency of (i) at least once every four (4) business days or (ii) at least once every (5) business days and no later than 24 hours following a measurable storm event. In the event that a measurable storm event occurs when there are more than 24 hours between business days, the inspection shall be conducted on the next business day; and
   - Representative inspections used by utility line installation, pipeline construction, or other similar linear construction activities shall inspect all outfalls.

3. Does this proposed land-disturbing activity discharge to an exceptional water identified in 9VAC25-260-30 A 3 c? **No.** If YES, then the following general permit (Part I B 5) and SWPPP requirements (Part II B 7 and Part II B 8) must be implemented for the land-disturbing activity:
   - Permanent or temporary soil stabilization shall be applied to denuded areas within seven (7) days after final grade is reached on any portion of the site;
   - Nutrients (e.g., fertilizers) shall be applied in accordance with manufacturer's recommendations or an approved nutrient management plan and shall not be applied during rainfall events;
   - Inspections shall be conducted at a frequency of (i) at least once every four (4) business days or (ii) at least once every (5) business days and no later than 24 hours following a measurable storm event. In the event that a measurable storm event occurs when there are

more than 24 hours between business days, the inspection shall be conducted on the next business day; and

- Representative inspections used by utility line installation, pipeline construction, or other similar linear construction activities shall inspect all outfalls; and
- Implement the requirements for construction dewatering discharges as outlined in Part II B 8.

The general permit requires that you submit a complete Notice of Termination packet no later than 30 days after meeting one or more of the termination conditions set forth in the general permit (Part I F). In accordance with the Virginia Erosion and Stormwater Management Regulation (9VAC25-875-1420), an annual permit maintenance fee may be required until coverage under this general permit has been terminated. If you are required to pay an annual permit maintenance fee, you will receive an invoice from the appropriate Virginia Erosion and Stormwater Management authority or DEQ when acting in the capacity of the Virginia Stormwater Management Program authority.

The general permit will expire on June 30, 2029. The conditions of the general permit require that you submit a new registration statement at least 90 days prior to that date if you wish to continue coverage under the general permit unless permission for a later date has been granted by the Board. Permission cannot be granted to submit the registration statement after the expiration date of the general permit.

If you have any questions about this permit, please contact the DEQ Office of Stormwater Management at ConstructionGP@deq.virginia.gov.

Sincerely,

Rebeccah Rochet, P.E.
Deputy Director
Division of Water Permitting

Fort Belvoir Directorate of Public Works (DPW)
Municipal Separate Storm Sewer System (MS4) Program

Bulletin #1: STORMWATER MANAGEMENT (SWM) AND EROSION AND SEDIMENT CONTROL (ESC) COMPLIANCE REQUIREMENTS AND PROCEDURES FOR LAND DISTURBANCE

A. APPLICABILITY

This bulletin is applicable to Garrison, Tenant and Contractor Operations for stormwater and erosion and sediment control design for projects disturbing land areas of 2,500 square feet and greater.

B. BACKGROUND

To comply with the Fort Belvoir General Permit for Discharges of Stormwater from Small Municipal Separate Storm Sewer Systems (MS4 Permit #VAR040093), Energy Independence and Security Act Section 438 (EISA 438) and the Virginia Erosion and Sediment Control, Stormwater Management and Chesapeake Bay laws and regulations. Specific guidelines must be followed during design and construction of projects disturbing areas of 2,500 square feet and greater. As of July 1, 2014 Virginia Department of Environmental Quality (VADEQ) has review and approval authority for erosion and sediment control design plans for construction projects disturbing 10,000 feet or greater of land and stormwater management design plans for projects disturbing one acre or greater of land on properties owned by Fort Belvoir.

C. LAND DISTURBANCE COMPLIANCE REQUIREMENTS AND PROCEDURES

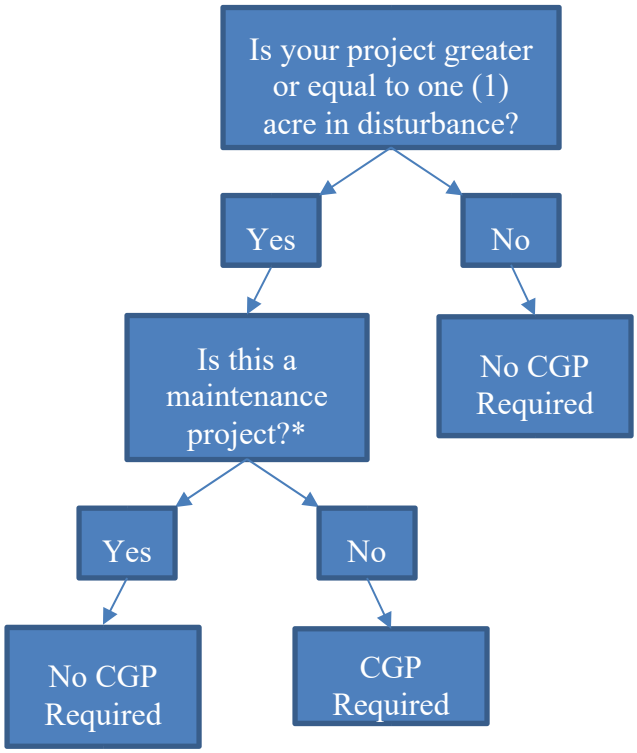
1. ***<u>Plans Required based on Land Disturbance Thresholds</u>***

   Please note that if your project involves land disturbance of greater than 5,000 square feet, AND includes the construction of a federal facility (See Section C.3.a. (1) for full definition), stormwater design must also comply with EISA 438.

Table 1. ESC and SWM Plans Requirements by Project Size

Project Size	Plans Required	Review Authority
Less than 2,499 sq.ft.	None	DPW-Environmental Division
Between 2,500 sq.ft. and 9,999 sq.ft.	ESC & SWM Plans	DPW-Environmental Division
Between 10,000 sq.ft. and 43,559 sq.ft.	ESC & SWM Plans	VADEQ (for ESC & SWM)
Greater than or equal to one (1) acre	ESC & SWM Plans	VADEQ (for ESC & SWM) CGP Issued

2. ***Construction General Permit (CGP) Threshold***



*Virginia Code 62.1-44.15:34 C.7, which states that "routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original construction of a project." A maintenance project means you are ONLY exempt from requiring a Construction General Permit and SWPPP. All other requirements still apply; please consult with DPW-Environmental to determine if your project may be considered maintenance.

3. ***Plan Requirements***

a. Stormwater Management Plan Requirements

(1) If the project includes the construction of a federal facility and disturbs greater than 5,000 square feet, the SWM Plan shall comply with Section 438 of the Energy Independence and Security Act (EISA 438). A federal facility is defined as any building that is constructed, renovated, leased, or purchased in part or in whole for use by the Federal Government. Technical guidance is located online at: https://www.epa.gov/sites/production/files/2015-08/documents/epa_swm_guidance.pdf.

(2) Incorporation of Low Impact Development Best Management Practices will be used to meet requirements of EISA 438. The design objective of LID is to maintain or

restore the hydrology of the site prior to the planned project being constructed with regard to the temperature, rate, volume and duration of flow. See https://mrsi.erdc.dren.mil/sustain/cx/lid for further guidance.

(3) The Stormwater Management (SWM) Plan must address all components outlined in 9VAC25-870-55.

(4) Per 9VAC25-870-63 and 65, the SWM Plan must utilize stormwater management BMPs from the Virginia BMP Clearinghouse to obtain the required water quality pollutant reductions. The required water quality pollutant reductions shall be calculated by using the Virginia Runoff Reduction Method (VRRM) Spreadsheet for site-specific project conditions. It should be noted Fort Belvoir does not allow purchasing of off-site nutrient credits to offset the requirements of water quality under 9VAC25-870-63 as it is not authorized under the National Defense Authorization Act (NDAA). Project proponents will need to meet all phosphorous load reduction requirements on-site. The VRRM Spreadsheets (currently version 3.0) are located online at:
https://www.deq.virginia.gov/Programs/Water/StormwaterManagement/VSMPPermits/ConstructionGeneralPermit.aspx

(5) Per 9VAC25-870-66, each stormwater outfall location on the project site must be evaluated for Channel Protection and Flood Protection to the defined Limits of Analysis. Different design criteria are specified in the regulation dependent on whether the outfall is discharging into a natural or manmade system.

(6) The SWM Plan shall comply with Chapter 6 of the Fairfax County Public Facilities Manual (PFM), located online at:
https://www.fairfaxcounty.gov/landdevelopment/public-facilities-manual

(7) The VADEQ SWM Plan Review Checklist must also be completed by the designer and provided with plan submittal. This checklist is located online at:
http://www.deq.virginia.gov/Programs/Water/StormwaterManagement/VSMPPermits/ConstructionGeneralPermit.aspx

(8) Per 9VAC25-870-55, stormwater management plans shall be appropriately sealed and signed by a professional registered in the Commonwealth of Virginia pursuant to Article 1 of Chapter 4 of Title 54.1 of the Code of Virginia.

b. Erosion and Sediment Control Plan Requirements

(1) Erosion and Sediment Control (ESC) plans must be developed to comply with the 19 Virginia Minimum Standards (9VAC25-840-40). The plan shall also utilize erosion and sediment control standards and specifications listed in Chapter 3 of the Virginia

Erosion and Sediment Control Handbook (VESCH). Nomenclature for erosion and sediment control measures shall be consistent with the VESCH and the ESC Plan must follow the Virginia Uniform Coding System: http://www.deq.virginia.gov/Portals/0/DEQ/Water/StormwaterManagement/Erosion_Sed iment_Control_Handbook/Uniform%20Coding.pdf

(2) Guidance on development of ESC Plans can be found in Chapter 6 of the VESCH at the Virginia Department of Environmental Quality (VADEQ) website: http://www.deq.virginia.gov/Programs/Water/Laws,Regulations,Guidance/Guidance/Stor mwaterManagementGuidance.aspx

(3) The ESC Plan shall also comply with Chapter 11 of the Fairfax County Public Facilities Manual (PFM) and is located online at:
https://www.fairfaxcounty.gov/landdevelopment/public-facilities-manual

(4) The VADEQ ESC Plan Review Checklist must also be completed by the designer and provided with plan submittal. The checklist is located online at:
http://www.deq.virginia.gov/Programs/Water/StormwaterManagement/VSMPPermits/ConstructionGeneralPermit.aspx

4. Plan Review and Approval Procedures

The following steps are required for SWM and ESC plan approval. Table 1 *(found in Section C.1)* specifies the type of plan(s) necessary for submittal to DPW-Environmental and VADEQ based on land disturbance thresholds.

a. Submit Applicable Documents to DPW-Environmental
All Projects Start Here

(1) The project proponent is responsible for submitting one (1) hard copy and one (1) CD of the required plan(s) and supporting documentation (Ex: computations, geotechnical reports, etc.) to the DPW-Environmental Division National Environmental Policy Act (NEPA) Point of Contact (POC). Plan(s)/documents will be reviewed in accordance with permit requirements specified in the Fort Belvoir Small Municipal Separate Stormwater System (MS4) Permit.

(2) Comments will be generated from the review and provided to the project proponent through USACE ProjNet (formerly Dr. Checks), email, or other means identified by the project proponent. The project proponent is responsible for responding to all comments in writing and for making all required revisions to the project plan(s) before re-submitting. This process will continue until the plan(s) is determined to be adequate for signature by the Director of Public Works.

(3) The DPW-Environmental Division has a minimum review time of two (2) weeks for initial submittal and subsequent re-submittals.

(4) Follow instructions below in section b or c according to project size:

- Section b: for projects less than 10,000 square feet of land disturbance, OR
- Section c: for projects over 10, 000 square feet of land disturbance

b. Submit Approved Applicable Documents to DPW-Environmental
Projects Requiring DPW Plan Approval Only (Less than 10,000 square feet of Land Disturbance)

(1) Once the plans are determined to be adequate, four (4) hard copies of the plans will be submitted to the DPW-Environmental Division Stormwater POC for signature by the Director of Public Works. Once signed, two hard copies will be returned to the project proponent (one for construction contractor, one for the contracting authority) and two copies will be retained by the DPW (one hard copy for DPW ESC/SWM inspector and one hard copy for file). The project proponent is responsible for submitting one (1) CD that contains signed plans and any supporting documentation (calculations), if applicable, to the DPW-Environmental Division Stormwater POC for the Fort Belvoir permit files.

c. Submit Approved Applicable Documents to DPW and VADEQ
Projects Requiring DPW and VADEQ Approval (10,000 square feet and greater of Land Disturbance)

In addition to Steps in section C.4.a. (1) – (3) outlined above, if the project plan(s) also requires VADEQ approval (See Table 1, Section 1), the following steps will be completed prior to construction commencement.

(1) The designer is responsible for submittal of all required documents to VADEQ for review and approval. Required submittal documents include, but are not limited to: one (1) hard copy of SWM and/or ESC plans, one (1) copy of all supporting documents (calculations, geotechnical reports, etc.), one (1) copy of the applicable SWM and/or ESC checklists, one (1) copy of the Completed Construction General Permit Registration Statement (original ink, signed and dated), one (1) electronic copy (CD) of all documents submitted, and designer POC, phone number and email address. The complete package should be sent to the Virginia Department of Environmental Quality through a file-sharing service to NROSWMPlanReview@deq.virginia.gov

(2) The designer is also responsible for submittal of (1) CD to the DPW-Environmental Division Stormwater POC that contains all documents (plans and supporting stormwater calculations, geotechnical reports, plan review checklists, etc.) that were submitted to VADEQ for review and approval.

(3) The designer is responsible for addressing any comments received by VADEQ during the review and approval process and subsequent resubmittals until the plan is approved. For subsequent resubmittal(s) to VADEQ, one (1) copy of all documents (response to VADEQ comments, corrected plan set, corrected stormwater calculations, etc.) must be provided. In addition, one (1) CD of all documents resubmitted to VADEQ must be provided to the DPW-Environmental Division Stormwater POC at the time of resubmittal.

(4) Per 9VAC25-870-108, VADEQ has 15 calendar days to determine if plan is complete, 60 calendar days to review initial submittal and 45 days to review for each subsequent resubmittal. Based on past plan submittals, this process takes an average of three months to obtain VADEQ approval. Approval time may be less, dependent upon the size of the project, amount of VADEQ comments, and the turnaround time for document correction by the designer. Once the plan set is approved by VADEQ, the designer is responsible for submitting to the DPW-Environmental Division Stormwater POC the following: four (4) hard copies of the VADEQ approved plans (with approval block) and one (1) CD that contains the VADEQ approved plans with the VADEQ stamped cover sheet, all supporting documents (final stormwater calculations, geotechnical reports, plan review checklist(s), etc.) submitted to VADEQ and the VADEQ Approval Letter.

(5) Please keep in mind that a project must commence within 180 calendar days from receiving VADEQ approval. Plans that will begin outside of this time frame may be required to re-submit to VADEQ to start the review and approval process over again.

5. DPW-Environmental Final Approval-Land Disturbance Letter

Once plans are approved and the construction contractor has been selected, the following steps are required prior to issuance of the Land Disturbance Letter by DPW. This letter is the final approval step needed to begin land disturbance activity at Fort Belvoir.

a. Submit Applicable Documents to DPW-Environmental- *All Projects Start Here*

(1) The construction contractor will provide DPW-Environmental Stormwater POC with the contractor POC responsible for insuring that SWM and/or ESC plans are executed. This POC should be a VADEQ certified Responsible Land Disturber (RLD), and record of certification shall also be provided to DPW-

Environmental Division at this time. Information on what an RLD is and certification can be found here: http://www.deq.virginia.gov/ConnectWithDEQ/TrainingCertification/RLDGeneralInformation.aspx

(2) The construction contractor will complete and submit a Fort Belvoir Excavation Permit Application (Dig Permit) for processing to DPW-Business Office and Integration Division via usarmy.belvoir.id-sustainment.mbx.dpw-dig-permits@mail.mil For questions about the process, please contact Vanessa Castrejon at (703) 806-4732 or vanessa.castrejon.civ@army.mil.

b. Submit Construction General Permit Documents to VADEQ and DPW-Environmental – *Only applicable to Projects One Acre or Greater of Land Disturbance*

For projects greater than or equal to one acre of land disturbance (determined by the limits of construction), the construction contractor will complete steps (1) and (2) listed above and the additional requirements listed below:

(1) A Construction General Permit (CGP) must be obtained from VADEQ by the construction contractor. The contractor is responsible for completing and submitting the Registration Statement prior to construction commencement. Please see https://www.deq.virginia.gov/Programs/Water/StormwaterManagement/VSMPPermits/ConstructionGeneralPermit.aspx for more information on the Registration Statement and associated CGP fees. As a reminder, if the construction contractor signs the Registration Statement, they are certifying that a SWPPP has already been prepared for the site. Land disturbance cannot start until the VADEQ CGP approval letter is received and provided electronically to DPW-Environmental Division Stormwater POC.

(2) In addition to applying for the CGP, the contractor must also simultaneously prepare a Stormwater Pollution Prevention Plan (SWPPP) (see 9VAC25-870-54). For EPA guidance and SWPPP templates, please see: https://www.epa.gov/npdes/constructiongeneral-permit-resources-tools-and-templates#swppp The SWPPP must be submitted to DPW-Environmental along with a completed DPW-Environmental SWPPP checklist for records prior to construction project commencement (9VAC25-880-70 Part II). The DPW-Environmental Division Stormwater POC may be contacted to obtain a copy of the SWPPP checklist.

c. Final Approval-DPW Land Disturbance Letter - *All Projects*

Once all project documentation has been received by the DPW-Environmental Division Stormwater POC, the Land Disturbance Letter (LDL) will be issued by DPW. This letter

documents that all stormwater requirements have been met and authorizes construction commencement, and is the final piece of paper required for breaking ground.

(1) Submit and ensure that the DPW-Environmental Division Stormwater POC has received the applicable items listed below in order to receive the LDL.

- VADEQ Plan Approval Letter
- VADEQ CGP Approval Letter (for sites greater than or equal to one acre in size)
- SWPPP (for sites greater than or equal to one acre in size)
- RLD Certificate
- Four (4) hard copies of the VADEQ Approved Plans
- Excavation Permit (DIG Permit) Application- **Please note the LDL will be held until dig permit approval. Ensure the dig permit application is submitted along with the documents above.**
- One (1) CD containing all the above documents

(2) Schedule a Pre-Construction Meeting **(Projects over 10,000 sf)**
Prior to groundbreaking, the construction contractor is required to contact the DPW-Environmental Division Stormwater POC (See Section C) to schedule a pre-construction meeting to review requirements of ESC plans, SWPPP and the CGP.

(3) Notify DPW-Stormwater POC Projected Ground-Breaking Day
After receiving the LDL and prior to groundbreaking, the construction contractor is required to contact the DPW-Environmental Division Stormwater POC (See Section C.) for assignment to a Fort Belvoir DPW-Environmental Division, Virginia certified, ESC and SWM inspector.

6. ESC/SWM Compliance During Construction

Once the construction project has started, the DPW-Environmental Division ESC/SWM inspector will conduct routine site inspections once every two weeks and within 48 hours after a rainfall event which produces greater than 0.5" of rain, and provide a written report of any deficiencies noted during the inspection. The RLD and a contracting officer's representative is required to accompany the DPW-Environmental Division ESC/SWM inspector. ESC inspections are based upon the requirements identified in the Virginia Minimum Standards found at 9VAC25-840-40: http://leg1.state.va.us/cgibin/legp504.exe?000+reg+9VAC25-840-40 and conditions specified in the General Permit for Discharges of Stormwater from Construction Activities (General Permit No. VAR10 (9VAC25-880-70)). The DPW-Environmental Division ESC/SWM inspector will periodically conduct site inspections during the construction of the permanent stormwater management facilities.

Table 2 outlines the progressive compliance and enforcement strategy that Fort Belvoir DPW will implement to ensure that contractors are conducting land disturbance responsibly and in accordance with Virginia Department of Environmental Quality stormwater management and erosion and sediment control regulations.

Non-Compliance Item	**DPW ED Action**
Failure to obtain a Land Disturbance Letter prior to start of construction projects involving land disturbance of 2,500 square feet or greater.	Email notice of Non-Compliance sent to the Contracting Officer (CO); Document in ESC inspection report.
Failure to obtain a Construction General Permit (CGP) and/or an approved SWM and/or ESC plan from VADEQ prior to start of construction projects involving land disturbance of 10,000 square feet or greater.	Email notice of Non-Compliance sent to the Contracting Officer (CO); VADEQ Northern Regional Office notified via telephone within 24 hours of discovery.
Failure to provide copies of approved SWM and/or ESC plans, CGP authorization letter, SWPPP and/ or Responsible Land Disturber certification to DPW ED.	Email notice of Non-Compliance sent to the Contracting Officer's Representative (COR); Land Disturbance letter not issued by DPW until approved plans, permits, SWPPP and Responsible Land Disturber certification are received by DPW ED.
Non-compliance with ESC minimum standards (9VAC25-840-40), failure to update SWPPP, failure to install ESC measures as a first step before any land disturbance; failure to store construction materials correctly.	1st violation: DPW ED Inspector notes on ESC inspection report with corrective action due date and contractor is expected to complete the corrective action by the due date; 2nd violation: Email warning notice sent to the Contract Representative from the MS4 Stormwater Program Administrator; 3rd violation: Warning Letter sent to the Contract Representative signed by the Director of Public Works; A courtesy copy of the report will be provided to VADEQ staff administering the CGP (or ESC) program oversight. 4th violation: Notice of Non-Compliance sent to the Contract Representative signed by the Garrison Commander; 5th repeat violation: Referred to VADEQ for compliance assistance.
Release of any substance causing a reportable spill (including concrete wash out, paint runoff, or excess sediment).	DPW Director notified and email warning notice sent to the Contract Representative.

7. ESC/SWM Compliance upon Construction Completion

(1) Upon completion of the construction project, the DPW-Environmental Division ESC/ SWM inspector will perform a final inspection and release the contractor when all deficiencies that were noted have been corrected. At this time, copies of all close out documents (Notice of Termination Form, construction as-built drawings, and any manufacturer maintenance specifications for permanent SWM facilities) shall be submitted to the DPW-Environmental Division Stormwater POC on one (1) CD for records purposes and review prior to the next step.

(2) The contractor is responsible for submission of the Notice of Termination (NOT) of the CGP to the VADEQ (Department of Environmental Quality, Office of Stormwater Management, Suite 1400, P.O. Box 1105, Richmond, Virginia 23218, constructiongp@deq.virginia.gov. A blank VADEQ NOT is located online at: https://www.deq.virginia.gov/Programs/Water/StormwaterManagement/VSMPPermits/ConstructionGeneralPermit.aspx. As part of this submission, the contractor is required to submit the construction as-built drawings (9VAC25-870-55) to the VADEQ on one (1) CD. The construction as-built drawing shall be appropriately sealed and signed by a professional registered in the Commonwealth of Virginia, certifying that the SWM facilities have been constructed in accordance with the approved plan.

(3) Contractor cannot close out the CGP without complete and final permanent stabilization of the project site. VADEQ defines this as a stand of grass that is "uniform, mature enough to survive and inhibit erosion.

C. DPW-ENVIRONMENTAL POINT OF CONTACTS

1. DPW-Environmental Division NEPA POC:

Name, Email and Phone Number:	Ms. Janesse Colon-Ruiz, NEPA Program Manager janesse.s.colonruiz.civ@army.mil 703-806-4008
Physical Location:	Bldg 1442, 2nd Floor, Room 226
Mailing Address:	9430 Jackson Loop, Bldg 1442 Directorate of Public Works

Fort Belvoir, VA 22060

2. *DPW-Environmental Division Stormwater POC*:

Name, Email and Phone Number:	Ashely McMahon, Acting MS4 Program Manager ashley.c.mcmahon2.civ@army.mil 703-806-0627
Physical Location:	Bldg 1442, 2nd Floor, Room 226
Mailing Address:	9430 Jackson Loop, Bldg 1442 Directorate of Public Works Fort Belvoir, VA 22060