

Contract No.:



**U S DEPARTMENT OF TRANSPORTATION**

**FEDERAL HIGHWAY ADMINISTRATION**

**EASTERN FEDERAL LANDS HIGHWAY DIVISION**

**PROJECT: PRA-NATR 3D30,E12  
NATCHEZ TRACE PARKWAY**

**SOLICITATION**

**IFB NO. DTFH71-08-B-00003**

**This Contract Cites  
Standard Specifications FP-03  
U.S. Customary**

**CONTRACTOR:  
ADDRESS:**

**STATE:** MISSISSIPPI  
**COUNTIES:** CHICKASAW, PONTOTOC & LEE  
**PARK:** NATCHEZ TRACE PARKWAY

<b>ROADWAYS:</b>	<b>STATIONS</b>	<b>FEET</b>
Natchez Trace Parkway	MP 239, 12+00 to MP 256, 5+00	89,060
	MP 257, 30+00 to MP 266, 11+80	45,700
<b>PROJECT LENGTH TOTAL:</b>		<b>134,760 ft=25.52 mi</b>

**TYPE OF IMPROVEMENT:**

Resurface of 25.52 miles of the Natchez Trace Parkway, from MP 239.2 to MP 266.2.  
Recondition parkway shoulders as needed, resurface ramps and parking areas, drainage, striping and signing, and other work.

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Plans	112 Pages
Pavement Report	155 Pages

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

## **NOTICE TO BIDDERS**

### **CONTRACT FORMAT:**

Offerors 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-page in this booklet. FAR provisions and clauses incorporated by reference can be accessed on the Internet on the GSA website at [www.arnet.gov/far/](http://www.arnet.gov/far/). Offerors are encouraged to review the documents thoroughly before bidding.

### **PROPOSAL BOOKLET AND OFFER SUBMITTAL:**

It is the responsibility of the Offeror to verify that this proposal is complete as listed in the Table of Contents. The Offeror is responsible for submitting all required forms and documents with the offer. Offerors should use the Checklist for Bid Submittal included in this booklet to check that their bids are complete. **New Questionnaire Form on Calendar Days with required signature.**

### **CONSTRUCTION CONTRACTS:**

As stated in FAR Clause 52.236-1, 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 Offeror must submit prior to award a Material Safety Data Sheet (MSDS's) for all hazardous materials that the Offeror identifies in paragraph (b) of this clause in the D-pages of this booklet. Failure to submit MSDS's may render the Offeror ineligible for award of contract. The apparent low Offeror should submit their MSDS's within two weeks after bid opening.

### **ATTENTION LARGE BUSINESSES - UTILIZATION OF SMALL BUSINESS CONCERNS:**

Large business Offerors should note their responsibilities in the awarding of subcontracts in accordance with FAR Clause 52.219-8, Utilization of Small Business Concerns. The offeror, 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 apparent Low Offeror is a LARGE BUSINESS it will be required to submit a Subcontracting Plan within 2 weeks of receipt of request from the Contracting Officer. If the apparent low offeror fails to submit a subcontracting plan acceptable to the Contracting Officer within the allowable time, the offeror may be ineligible for award of the contract. PLEASE NOTE: A sample plan is included in this solicitation package for your use.

**FINANCING ASSISTANCE:** Minority, Women-owned, and Disadvantaged Business Enterprises (DBE's). The Department of Transportation (DOT) offers working capital financing assistance for transportation related contracts. DOT's Short-Term Lending Program (STLP) offers lines of credit to finance accounts receivable. Maximum line of credit is \$750,000 with interest at the prime rate. For further information, call (800) 532-1169. Internet address: <http://osdbuweb.dot.gov>.

**INTERNET BASED DATA BASES - REQUIRED INPUT:** According to the FAR Subpart 4.1102 contractors **MUST** be registered in Central Contractor Registration (CCR) **prior** to the award of any contract. Access the following web site to register: [www.ccr.gov](http://www.ccr.gov)

According to the FAR Subpart 4.1201 contractors **MUST** complete their Online Annual

Representations and Certifications Application (ORCA) **prior** to the closing date of the bid on line at <http://orca.bpn.gov/>.

According to the FAR Subpart 22.1302 (b) contractors and sub-contractors **MUST** complete the required Annual Vets-100 Form in order to be eligible for a contract award. It can be completed on-line at <http://vets100.cudenver.edu/>.

## **NOTICE TO BIDDERS - (CONT'D.)**

**This should be completed before submitting a bid package.**

### **PAYMENT:**

Offerors are advised to review the Federal Projects (FP) - Manual, 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 the CCR 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 CCR database. Offerors 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 FP Manual subsection 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.

### **OBTAINING BID DOCUMENTS:**

Bid documents **will not be** mailed. All bid documents are available for direct download from the Federal Business Opportunities (FBO) website:

[http://www.fbo.gov/spg/DOT/FHWA/71/postdatePrevDays\\_1.html](http://www.fbo.gov/spg/DOT/FHWA/71/postdatePrevDays_1.html)

or the Eastern Federal Lands Highway Division website:

<http://www2.epl.fhwa.dot.gov/Documents.aspx>

Contractors are encouraged to register on the FBO website (for this specific project) in order to receive Email Notifications automatically 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@fhwa.dot.gov](mailto:eflhd.contracts@fhwa.dot.gov).

**THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MONITORING THE WEB PAGES NOTED ABOVE FOR ALL CHANGES TO THE SOLICITATION AND ACTING ON SAID 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 schedule bid opening. All visitors must register with the receptionist in Room 100. A Government employee will collect all bids. Prior to 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.**

## CHECKLIST FOR BID SUBMISSION

The following is a checklist of items included in the proposal/bid package that are required to be completed and returned (or filled in on-line) to the address in Block 8 of the Standard Form 1442, Solicitation, Offer, and Award (page A-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.**

### 1. Bid Envelope:

- a. Addressed as shown in Block 8 of Page A-1
- b. In lower left corner, indicate Solicitation No., Project Name & Number, time for Receipt of Offers and send to Room 105.

### 2. Standard Form 1442: Solicitation, Offer and Award (Pages A-1 and A-2)

- 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-18)

- 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-2) (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.***

### 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.***

## CHECKLIST FOR BID SUBMISSION

**6. Fill In's.** The following full text Clauses and/or Provision numbers shall be checked or filled in and return with the bid package:

- a. 52.219-4 – HubZone ONLY - See Section F, Clause 52-219-4, paragraph "C", check block if wavier is applicable.

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

**8. Bidder's Questionnaire on Calendar Days signature required (if not completed bid shall be found non-responsive).**

**9. Sub-Contracting 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 bid.

***THE FOLLOWING THREE ITEMS ARE NOT TO BE SUBMITTED WITH THE BID; BUT FAILURE TO COMPLETE THE REQUIREMENTS WILL BE CAUSE TO REJECT THE BID.***

**10. Central Contractor Registration (CCR):** The Contractor is currently registered in the Internet-Based CCR database at <http://www.ccr.gov>.

**11. Online Representations and Certifications Application (ORCA):** The Contractor's Representations and Certifications have been input online via the Internet-Based ORCA electronic database at <http://orca.bpn.gov>.

**12. Vets100 Reporting:** The Contractor has completed the annual Internet-Based reporting requirement online at <http://vets100>.

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

**Bidders Qualification questionnaire regarding the preparation of the bid for time:**

- 1) Does the bid for time include the impact of normal weather conditions on the work of the Contract?
- 2) Does the bid for time include the impact of the terms of the Contract Specifications regarding work restrictions - including all identified delays, suspensions, and shut-downs?
- 3) Does the bid for time include sufficient time to allow that all contract work can be completed within contract time without the imposition of liquidated damages?
- 4) Does the bid for time include time for the review and approval process for all submittals required by the Contract?
- 5) Does the bid for time include time for the review and approval process for required drawings submitted under Subsection 104.03 of the Specifications?
- 6) Does the bid for time include the lead time required for the procurement, manufacture, and delivery of materials that are to be incorporated into the Contract work?
- 7) Does the bid for time include sufficient time to accommodate the fact that the date of Notice to Proceed is conditional upon the Government awarding the contract up to 60 days after the bid opening?
- 8) Does the bid for time include the 14 days after the award of the Contract that the Contractor has to provide Performance and Payment bonds?
- 9) Does the bid for time include sufficient time to accommodate the fact that the Contracting Officer has up to 30 days after receipt of acceptable Performance and Payment bonds to issue the Notice to Proceed?

I hereby certify that the answer to each and every one of the questions listed above is yes.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Note: If the questionnaire is not signed the bid shall be found non-responsive and rejected.**

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. Solicitation No. <b>DTFH71-08-B-00003</b>	2. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid ( <i>IFB</i> ) <input type="checkbox"/> Negotiated ( <i>RFP</i> )	3. Date Issued <b>10/31/2007</b>	Page of Pages 1 OF 4
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. Contract No.	5. Requisition/Purchase Request No. <b>PP-07-214</b>	6. Project No. <b>PRA-NATR 3D30, E12</b>
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7. Issued By: <b>Federal Highway Administration Eastern Federal Lands Highway Division Loudoun Tech Center, Room 105 21400 Ridgetop Circle Sterling, Virginia 20166-6511</b>	CODE: N/A:	8. Address Offer To:  <b>See Block 7</b>
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9. FOR INFORMATION See Blocks 9A & 9B	A. Name: <b>Joanne Lowe</b>	B. Telephone No. (Include area code) (NO COLLECT CALLS) Email All Questions/Inquiries To: <b>eflhd.contracts@fhwa.dot.gov</b>
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**SOLICITATION**

See Continuation of SF 1442

**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 Natchez Trace parkway Project located in Chickasaw, Pontotoc, and Lee Counties, Mississippi 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.

- \* FP - Standard Specification for Construction of Roads & Bridges on Federal Highway Projects.
- \* Bid Schedule, Section B - pages B-1 through B-18.
- \* Special Contract Requirements, Section J - pages J-1 through J-35.
- \* Plans (Drawings), Sheets 1 through 112.
- \* Pavement Report, pages, 1 through 155.

11. The Contractor shall begin performance within 10 calendar days and complete it within 0 calendar days after receiving  
 Award,  Notice to Proceed. This performance period is  mandatory,  negotiable. (See 0Continuation Sheet)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO SEE SUBSECTION 102.06 OF FP-03.	12B. CALENDAR DAYS Within <u>14</u> calendar days after Notice of Award
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by **2:00 PM** local time **12/04/2007**. 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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

14. Name and Address of Offeror (Include ZIP code)	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 ➡ See Bid Schedule - Section "B" Pages**

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

21. Items Accepted:

22. Amount	23. Accounting and appropriation data
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM <b>See Block 26</b>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 15 USC 637(a) ) <input type="checkbox"/> 41 USC 253(c) ( )
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26. ADMINISTERED BY Federal Highway Administration Eastern Federal Lands Highway Division 21400 Ridgetop Circle Sterling, Virginia 20166-6511	27. PAYMENT WILL BE MADE BY: Federal Highway Administration Eastern Federal Lands Highway Division Finance Division, Room 357 21400 Ridgetop Circle Sterling, Virginia 20166-6511
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. Name and Title of Contractor or Person Authorized to Sign (Type or print)	31a. Name of Contracting Officer (Type or print)
30b. Signature	31b. United States of America BY
30C. Date	31C. Date

# CONTINUATION OF SF 1442

## Block 2:

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

This procurement is made pursuant to Public Law 100-656 Title VII, which established the Small Business Competitiveness Demonstration Program. This procurement falls under North American Industry Classification System (NAICS) code 237310 - Highway, Street, and Bridge Construction (see FAR Subpart 19.10)

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 Clause 52.219-4).

Facsimile and electronic bids will not be accepted.

### PHYSICAL DATA AVAILABLE FOR REVIEW

1. Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 Edition, published by the Federal Highway Administration. <http://mutcd.fhwa.dot.gov>.
2. National Park Service Sign Manual, revised - January 1988, United States Department of the Interior. <http://www.nps.gov/npsigns>.
3. Pavement Report

## Block 9:

In accordance with FAR Provision 52.236-27, Site Visit, a Government representative can be available to show the project to prospective bidders. **All requests** for site visits and/or questions concerning this construction project to must be emailed to

[eflhd.contracts@fhwa.dot.gov](mailto:eflhd.contracts@fhwa.dot.gov). Interested parties must provide the Solicitation Number and the relevant project name with all requests and questions.

## \*Block 11:

The maximum time for **Schedule A** is **234** calendar days, **Schedule B** is **170** calendar days, **Schedule C** is **94** calendar days, **Schedule D** is **6** calendar days, **Schedule E** is **6** calendar days and **Schedule F** is **6** calendar days.

**Total time for this contract shall not exceed Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, and Schedule F shall not exceed \*516 Calendar days.**

The completion time for the contract will be the time offered by the successful bidder, **not to exceed** the maximum time above.

Notice to Proceed, or date specified in the Notice to Proceed will be issued within 30 days following receipt of acceptable performance and payment bonds.

## Block 12A:

# CONTINUATION OF SF 1442

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.

**Other:**

The estimated price is expected to fall within the price range of greater than \$10,000,000.

Responsibility of bidders shall be evaluated in accordance with the information provided on the Bidder's Qualification Form, which can be downloaded from FHWA web site. FP-96 or FP-03 versions can be downloaded at the FHWA web site. FHWA web site is <http://www2.epl.fhwa.dot.gov/Documents.aspx>.

**Subcontracting Goals**

Required from all other than Small business when the requirement is expected to exceed \$500,000 [FAR 19.702]. The Contracting Officer, along review and advisory comments from the Office of Small Disadvantaged Business Utilization (OSDBU), is responsible for approving a reasonable and realistic plan [FAR 19.705-4] [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 prior to close of negotiations [TAM 1219.705-5 and - 6].

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

- 5% Small Disadvantaged Businesses (SDB)
- 5% Small Woman Owned Business Entities (SWBE)
- 3% Service-Disabled Veteran-Owned Small Businesses (SDVOSB)

## **BID SCHEDULE INSTRUCTIONS**

**PROJECT:** PRA-NATR 3D30,E12

**BIDDERS PLEASE NOTE:** Before preparing the bid, carefully read the Instructions to Bidders. While 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 by adding the amounts of the several items, and show in the block provided on Page B-4 for Schedule A, Page B-8 for Schedule B, Page B-12 for Schedule C, Page B-14 for Schedule D, Page B-15 for Schedule E, and Page B-16 for Schedule F. 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.

Please review Subsection 109.05 of the FP-03 regarding scope of payment for direct and indirect payment work.

### SCHEDULES OF WORK

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

- Schedule A (Base Contract) – Pavement Rehabilitation MP 252-266.2**
- Schedule B (Government Option 1) – Pavement Rehabilitation MP 243-252**
- Schedule C (Government Option 2) – Pavement Rehabilitation MP 239.2-243**
- Schedule D (Government Option 3) – Route 145 Connector Road**
- Schedule E (Government Option 4) – Horsetrail and Beech Spring Road Parking Areas**
- Schedule F (Government Option 5) – Administrative Parking Area**

**The Government will award the project as a Base Contract (Schedule A) with the option to award any, all, or no combinations of the Government Options 1-5 (Schedules B-F); see FAR Clauses 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 at a cost-effective price, in a timely manner, and by proper utilization of available funds. If complete funding is in place at the time of award of the Base Contract, the Government Option(s), or any combination thereof, may be**

**exercised at that time. If funding for the Government Option(s) is received after award of the Base Contract, the Government has the right to exercise the Government Option(s) at the unit prices bid no later than 60 calendar days prior to the contract performance period completion date.**

### BIDDING OF CALENDAR DAYS

Determine the number of calendar days necessary to complete each separate schedule or option of work from Notice To Proceed of that schedule or option of work to the completion of that schedule or option of work. Specify the number of calendar days for each separate schedule or option of work (**NOT to exceed the maximum number of calendar days shown in Block 11 of the SF-1442**) in the space(s) provided on the **Bid Summary** (Pages B-17 and B-18). Failure to specify a number of calendar days for completion of a schedule or option of work indicates the bidder accepts the maximum contract time for that schedule or option of work as provided in Block 11 of the SF-1442.

In developing a construction schedule to determine the number of calendar days included in their bid, bidders should include the work limitations shown in the Special Contract Requirements. Specific work limitations may be (but are not limited to): holidays and weekends; rush hours; night work; no work periods; traffic control or other work phasing. Bidders are also advised to consider 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); those that require maintaining a minimum surface temperature (concrete pavement, structural concrete, painting); and those that have specific planting seasons (turf establishment, sod, trees, plants). The total calendar days bid should include any work limitations and any delay days or contractor winter shutdowns required due to weather sensitive work items.

When evaluating the bids, the Government will consider the Contract Administrative Cost for the project to be as follows:

<u>Schedule or Option of Work</u>	<u>Contract Administrative Cost</u>
Schedule A (Base Contract)	– \$2,700 per calendar day
Schedule B (Government Option 1)	– \$2,200 per calendar day
Schedule C (Government Option 2)	– \$1,100 per calendar day
Schedule D (Government Option 3)	– \$500 per calendar day
Schedule E (Government Option 4)	– \$500 per calendar day
Schedule F (Government Option 5)	– \$500 per calendar day

The Contract Administrative Cost is only used to determine the Total Price of Project.

Add the **Bid Total(s)** and the **Contract Administrative Cost(s)** for each schedule or option of work as directed on the **Bid Summary**. Show the **Total Price of Project** in the space provided on the **Bid Summary**.

## BASIS FOR AWARD

The contract will be awarded as follows:

Bid Total of Schedule A + Contract Administrative Cost of Schedule A +  
Bid Total of Schedule B + Contract Administrative Cost of Schedule B +  
Bid Total of Schedule C + Contract Administrative Cost of Schedule C +  
Bid Total of Schedule D + Contract Administrative Cost of Schedule D +  
Bid Total of Schedule E + Contract Administrative Cost of Schedule E +  
Bid Total of Schedule F + Contract Administrative Cost of Schedule F.

Award will be made to the responsive, responsible bidder whose **Bid Total plus Contract Administrative Cost** is the lowest for the above combination that the Government elects to award. **The number of calendar days specified by the successful bidder for the completion of the elected combination will become the performance period for the contract.**

**NOTE: Contract Administration Cost is used for ranking purposes only.**

## Bid Schedule

Project: PRA-NATR 3D30, E12  
PAVEMENT REHABILITATION MP 252-266.2

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION ALL	Lump Sum	\$ _____
15201-0000	CONSTRUCTION SURVEY AND STAKING ALL	Lump Sum	\$ _____
15401-0000	CONTRACTOR TESTING ALL	Lump Sum	\$ _____
20101-0000	CLEARING AND GRUBBING 0.1 ACRE	\$ _____	\$ _____
20301-2400	REMOVAL OF SIGN 9 EACH	\$ _____	\$ _____
20302-0500	REMOVAL OF CURB, CONCRETE 35 LNFT	\$ _____	\$ _____
20303-1600	REMOVAL OF PAVEMENT, ASPHALT 570 SQYD	\$ _____	\$ _____
20303-3200	REMOVAL OF SIDEWALK, CONCRETE 25 SQYD	\$ _____	\$ _____
20315-0000	SAWCUTTING PAVEMENT 675 LNFT	\$ _____	\$ _____
20401-0000	ROADWAY EXCAVATION 235 CUYD	\$ _____	\$ _____
20403-0000	UNCLASSIFIED BORROW 145 CUYD	\$ _____	\$ _____

Bid Schedule A

Project: PRA-NATR 3D30, E12  
PAVEMENT REHABILITATION MP 252-266.2

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
20701-1100	EARTHWORK GEOTEXTILE, TYPE III-B 260 SQYD	\$ _____	\$ _____
30302-2000	SHOULDER RECONDITIONING 135,000 LNFT	\$ _____	\$ _____
30501-0000	AGGREGATE-TOPSOIL COURSE 425 TON	\$ _____	\$ _____
40101-0200	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL , type V pavement smoothness 28,360 TON	\$ _____	\$ _____
40101-0200	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL , type VII pavement smoothnes 3,540 TON	\$ _____	\$ _____
40101-1400	SUPERPAVE PAVEMENT, 1-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL 345 TON	\$ _____	\$ _____
40101-1400	SUPERPAVE PAVEMENT, 1-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL (PARKWAY PAVEMENT WIDENING) 1,490 TON	\$ _____	\$ _____
40102-0200	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL, WEDGE AND LEVELING COURSE 300 TON	\$ _____	\$ _____
41301-0400	ASPHALT PAVEMENT MILLING, 1 1/2-INCH DEPTH 20,100 SQYD	\$ _____	\$ _____
41301-0700	ASPHALT PAVEMENT MILLING, 2 1/2-INCH DEPTH 132,300 SQYD	\$ _____	\$ _____
41301-1100	ASPHALT PAVEMENT MILLING, 4 1/2-INCH DEPTH 57,500 SQYD	\$ _____	\$ _____

Bid Schedule A

Project: PRA-NATR 3D30, E12

PAVEMENT REHABILITATION MP 252-266.2

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
41405-0000	SAW CUTTING AND JOINT SEALING 2,900 LNFT	\$ _____	\$ _____
41405-0000	SAW CUTTING AND JOINT SEALING (WIDE EXPANSION JOINT - UP TO 3-INCH) 60 LNFT	\$ _____	\$ _____
60901-1700	CURB, CONCRETE, 18-INCH DEPTH 220 LNFT	\$ _____	\$ _____
61501-0500	SIDEWALK, EXPOSED AGGREGATE CONCRETE 85 SQYD	\$ _____	\$ _____
61504-2000	ACCESSIBILITY RAMP, EXPOSED AGGREGATE CONCRETE 11 SQYD	\$ _____	\$ _____
62401-0300	FURNISHING AND PLACING TOPSOIL, 4-INCH DEPTH 720 SQYD	\$ _____	\$ _____
62502-0000	TURF ESTABLISHMENT 720 SQYD	\$ _____	\$ _____
62901-1300	ROLLED EROSION CONTROL PRODUCT, TYPE 5.B 220 SQYD	\$ _____	\$ _____
63301-0000	SIGN SYSTEM (parkway entrance signs) 2 EACH	\$ _____	\$ _____
63304-0900	SIGNS, ALUMINUM PANELS, TYPE 3 SHEETING 230 SQFT	\$ _____	\$ _____
63308-3000	OBJECT MARKER, TYPE 3 64 EACH	\$ _____	\$ _____
63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID 200,000 LNFT	\$ _____	\$ _____

Bid Schedule A

Project: PRA-NATR 3D30, E12

PAVEMENT REHABILITATION MP 252-266.2

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID (durable pavement markings) 23,800 LNFT	\$ _____	\$ _____
63401-1600	PAVEMENT MARKINGS, TYPE H, BROKEN 64,000 LNFT	\$ _____	\$ _____
63405-3250	PAVEMENT MARKINGS, TYPE H, ACCESSIBILITY SYMBOL 4 EACH	\$ _____	\$ _____
63406-0200	RAISED PAVEMENT MARKER TYPE B 66 EACH	\$ _____	\$ _____
63501-0000	TEMPORARY TRAFFIC CONTROL ALL	Lump Sum	\$ _____
63701-0000	FIELD OFFICE 1 EACH	\$ _____	\$ _____

**TOTAL**      \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Name of Bidder

## Bid Schedule

Project: PRA-NATR 3D30, E12  
PAVEMENT REHABILITATION MP 243-251

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION ALL	Lump Sum	\$ _____
15201-0000	CONSTRUCTION SURVEY AND STAKING ALL	Lump Sum	\$ _____
15401-0000	CONTRACTOR TESTING ALL	Lump Sum	\$ _____
15706-1000	SOIL EROSION CONTROL, INLET PROTECTION 2 EACH	\$ _____	\$ _____
20220-1000	REMOVAL, INDIVIDUAL TREE 1 EACH	\$ _____	\$ _____
20301-1400	REMOVAL OF INLET 1 EACH	\$ _____	\$ _____
20301-2400	REMOVAL OF SIGN 3 EACH	\$ _____	\$ _____
20302-0500	REMOVAL OF CURB, CONCRETE 250 LNFT	\$ _____	\$ _____
20303-1600	REMOVAL OF PAVEMENT, ASPHALT 15 SQYD	\$ _____	\$ _____
20315-0000	SAWCUTTING PAVEMENT 50 LNFT	\$ _____	\$ _____
20401-0000	ROADWAY EXCAVATION 40 CUYD	\$ _____	\$ _____

Bid Schedule B

Project: PRA-NATR 3D30, E12  
PAVEMENT REHABILITATION MP 243-251

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
20403-0000	UNCLASSIFIED BORROW 10 CUYD	\$ _____	\$ _____
25102-3000	PLACED RIPRAP, CLASS 3 2 TON	\$ _____	\$ _____
30302-2000	SHOULDER RECONDITIONING 100,000 LNFT	\$ _____	\$ _____
30501-0000	AGGREGATE-TOPSOIL COURSE 105 TON	\$ _____	\$ _____
40101-0200	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL , type V pavement smoothness 18,485 TON	\$ _____	\$ _____
40101-0200	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL , type VII pavement smoothnes 970 TON	\$ _____	\$ _____
40101-1400	SUPERPAVE PAVEMENT, 1-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL 75 TON	\$ _____	\$ _____
40101-1400	SUPERPAVE PAVEMENT, 1-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL (PARKWAY PAVEMENT WIDENING) 1,655 TON	\$ _____	\$ _____
40102-0200	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL, WEDGE AND LEVELING COURSE 200 TON	\$ _____	\$ _____
41301-0400	ASPHALT PAVEMENT MILLING, 1 1/2-INCH DEPTH 1,120 SQYD	\$ _____	\$ _____
41301-1100	ASPHALT PAVEMENT MILLING, 4 1/2-INCH DEPTH 129,150 SQYD	\$ _____	\$ _____

## Bid Schedule B

Project: PRA-NATR 3D30, E12

PAVEMENT REHABILITATION MP 243-251

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
41405-0000	SAW CUTTING AND JOINT SEALING 815 LNFT	\$ _____	\$ _____
60201-0800	24-INCH PIPE CULVERT (RCP) 10 LNFT	\$ _____	\$ _____
60403-1700	INLET, TYPE 6A 1 EACH	\$ _____	\$ _____
60403-2200	INLET, TYPE 7A 1 EACH	\$ _____	\$ _____
60801-0400	PAVED WATERWAY, TYPE 4 (black pigmented) 35 SQYD	\$ _____	\$ _____
60901-1700	CURB, CONCRETE, 18-INCH DEPTH 250 LNFT	\$ _____	\$ _____
60920-0000	RESET WHEELSTOP 4 EACH	\$ _____	\$ _____
62401-0300	FURNISHING AND PLACING TOPSOIL, 4-INCH DEPTH 320 SQYD	\$ _____	\$ _____
62502-0000	TURF ESTABLISHMENT 320 SQYD	\$ _____	\$ _____
62701-0000	SOD, SOLID 25 SQYD	\$ _____	\$ _____
63304-0900	SIGNS, ALUMINUM PANELS, TYPE 3 SHEETING 117 SQFT	\$ _____	\$ _____
63308-3000	OBJECT MARKER, TYPE 3 32 EACH	\$ _____	\$ _____

Bid Schedule B

Project: PRA-NATR 3D30, E12

PAVEMENT REHABILITATION MP 243-251

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID 105,000 LNFT	\$ _____	\$ _____
63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID (durable pavement markings) 11,200 LNFT	\$ _____	\$ _____
63401-1600	PAVEMENT MARKINGS, TYPE H, BROKEN 51,000 LNFT	\$ _____	\$ _____
63406-0200	RAISED PAVEMENT MARKER TYPE B 32 EACH	\$ _____	\$ _____
63501-0000	TEMPORARY TRAFFIC CONTROL ALL	Lump Sum	\$ _____

**TOTAL** \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Name of Bidder

## Bid Schedule

Project: PRA-NATR 3D30, E12  
PAVEMENT REHABILITATION MP 239.2-242

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION ALL	Lump Sum	\$ _____
15201-0000	CONSTRUCTION SURVEY AND STAKING ALL	Lump Sum	\$ _____
15401-0000	CONTRACTOR TESTING ALL	Lump Sum	\$ _____
15705-0100	SOIL EROSION CONTROL, SILT FENCE 300 LNFT	\$ _____	\$ _____
20101-0000	CLEARING AND GRUBBING 0.2 ACRE	\$ _____	\$ _____
20301-2400	REMOVAL OF SIGN 1 EACH	\$ _____	\$ _____
20303-1600	REMOVAL OF PAVEMENT, ASPHALT 625 SQYD	\$ _____	\$ _____
20401-0000	ROADWAY EXCAVATION 2,235 CUYD	\$ _____	\$ _____
20403-0000	UNCLASSIFIED BORROW 35 CUYD	\$ _____	\$ _____
20415-0000	SELECT TOPPING 1,800 CUYD	\$ _____	\$ _____
20701-1100	EARTHWORK GEOTEXTILE, TYPE III-B 7,500 SQYD	\$ _____	\$ _____

## Bid Schedule C

Project: PRA-NATR 3D30, E12  
PAVEMENT REHABILITATION MP 239.2-242

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
30101-4000	AGGREGATE BASE GRADING C OR D (#57 CRUSHED STONE) 645 TON	\$ _____	\$ _____
30302-2000	SHOULDER RECONDITIONING 40,000 LNFT	\$ _____	\$ _____
30501-0000	AGGREGATE-TOPSOIL COURSE 165 TON	\$ _____	\$ _____
40101-0200	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL , TYPE V PAVEMENT SMOOTHNESS 7,320 TON	\$ _____	\$ _____
40101-0200	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL , TYPE VII PAVEMENT SMOOTHNES 580 TON	\$ _____	\$ _____
40101-1400	SUPERPAVE PAVEMENT, 1-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL 220 TON	\$ _____	\$ _____
40101-1400	SUPERPAVE PAVEMENT, 1-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL (PARKWAY PAVEMENT WIDENING) 730 TON	\$ _____	\$ _____
40102-0200	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL, WEDGE AND LEVELING COURSE 100 TON	\$ _____	\$ _____
41301-0400	ASPHALT PAVEMENT MILLING, 1 1/2-INCH DEPTH 170 SQYD	\$ _____	\$ _____
41301-1100	ASPHALT PAVEMENT MILLING, 4 1/2-INCH DEPTH 52,900 SQYD	\$ _____	\$ _____

Bid Schedule C

Project: PRA-NATR 3D30, E12

PAVEMENT REHABILITATION MP 239.2-242

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
41405-0000	SAW CUTTING AND JOINT SEALING		
	580 LNFT	\$ _____	\$ _____
60501-0000	STANDARD UNDERDRAIN SYSTEM (4-INCH PIPE)		
	255 LNFT	\$ _____	\$ _____
60801-0400	PAVED WATERWAY, TYPE 4 (BLACK-PIGMENTED)		
	80 SQYD	\$ _____	\$ _____
62401-0300	FURNISHING AND PLACING TOPSOIL, 4-INCH DEPTH		
	1,000 SQYD	\$ _____	\$ _____
62502-0000	TURF ESTABLISHMENT		
	1,000 SQYD	\$ _____	\$ _____
62701-0000	SOD, SOLID		
	55 SQYD	\$ _____	\$ _____
63303-0900	SIGN, ALUMINUM PANEL, TYPE 3 SHEETING		
	45 EACH	\$ _____	\$ _____
63308-3000	OBJECT MARKER, TYPE 3		
	12 EACH	\$ _____	\$ _____
63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID pavement markings)		
	50,000 LNFT	\$ _____	\$ _____
63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID (DURABLE PAVEMENT MARKINGS)		
	4,200 LNFT	\$ _____	\$ _____
63401-1600	PAVEMENT MARKINGS, TYPE H, BROKEN		
	19,000 LNFT	\$ _____	\$ _____
63406-0200	RAISED PAVEMENT MARKER TYPE B		
	12 EACH	\$ _____	\$ _____

Bid Schedule C

Project: PRA-NATR 3D30, E12

PAVEMENT REHABILITATION MP 239.2-242

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63501-0000	TEMPORARY TRAFFIC CONTROL		
	ALL	Lump Sum	\$ _____

**TOTAL**      \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Name of Bidder

## Bid Schedule

Project: PRA-NATR 3D30, E12  
PAVEMENT REHABILITATION MP 266 - ROUTE 145 CONNECTOR ROAD

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION ALL	Lump Sum	\$ _____
15201-0000	CONSTRUCTION SURVEY AND STAKING ALL	Lump Sum	\$ _____
15401-0000	CONTRACTOR TESTING ALL	Lump Sum	\$ _____
20401-0000	ROADWAY EXCAVATION 20 CUYD	\$ _____	\$ _____
30501-0000	AGGREGATE-TOPSOIL COURSE 75 TON	\$ _____	\$ _____
40101-0200	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL , TYPE V PAVEMENT SMOOTHNESS 700 TON	\$ _____	\$ _____
40101-1400	SUPERPAVE PAVEMENT, 1-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL 40 TON	\$ _____	\$ _____
63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID 3,500 LNFT	\$ _____	\$ _____

Bid Schedule D

Project: PRA-NATR 3D30, E12  
PAVEMENT REHABILITATION MP 266 - ROUTE 145 CONNECTOR ROAD

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63501-0000	TEMPORARY TRAFFIC CONTROL		
	ALL	Lump Sum	\$ _____

**TOTAL**      \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Name of Bidder

Bid Schedule

Project: PRA-NATR 3D30, E12  
 HORSETRAIL PARKING AND BEECH SPRING ROAD PARKING

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION ALL	Lump Sum	\$ _____
15201-0000	CONSTRUCTION SURVEY AND STAKING ALL	Lump Sum	\$ _____
15401-0000	CONTRACTOR TESTING ALL	Lump Sum	\$ _____
40101-0200	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL , TYPE VII PAVEMENT SMOOTHNES 225 TON	\$ _____	\$ _____
41301-0400	ASPHALT PAVEMENT MILLING, 1 1/2-INCH DEPTH 385 SQYD	\$ _____	\$ _____
60920-0000	RESET WHEELSTOP 35 EACH	\$ _____	\$ _____

**TOTAL** \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_  
 Name of Bidder

Bid Schedule

Project: PRA-NATR 3D30, E12  
 PAVEMENT REHABILITATION MP 266 ADMINISTRATIVE PARKING AREA

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION ALL	Lump Sum	\$ _____
15201-0000	CONSTRUCTION SURVEY AND STAKING ALL	Lump Sum	\$ _____
15401-0000	CONTRACTOR TESTING ALL	Lump Sum	\$ _____
40101-0200	SUPERPAVE PAVEMENT, 3/8-INCH NOMINAL MAXIMUM SIZE AGGREGATE, 0.3 TO <3 MILLION ESAL , TYPE VII PAVEMENT SMOOTHNES 195 TON	\$ _____	\$ _____
41301-0400	ASPHALT PAVEMENT MILLING, 1 1/2-INCH DEPTH 2,285 SQYD	\$ _____	\$ _____
63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID 380 LNFT	\$ _____	\$ _____

**TOTAL** \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_  
 Name of Bidder

**BID SUMMARY**  
 Project PRA-NATR 3D30,E12  
 (Complete for Pages B-1 through B-16)

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**(1) Schedule A Bid Total (from Page B-4)** \$ \_\_\_\_\_

**Contract Administrative Cost**  
 Number of calendar days necessary to complete all Schedule A work from Notice to Proceed (or date specified in the Notice to Proceed) to completion of Schedule A.

**(2) \_\_\_\_\_ calendar days x \$2,700 per calendar day =** \$ \_\_\_\_\_

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**(3) Schedule B (Government Option 1) Bid Total (from Page B-8)** \$ \_\_\_\_\_

**Contract Administrative Cost**  
 Number of calendar days necessary to complete all Schedule B (Gov't Option 1) work from Notice to Proceed for Schedule B (or date specified in the Notice to Proceed) to completion of Schedule B.

**(4) \_\_\_\_\_ calendar days x \$2,200 per calendar day =** \$ \_\_\_\_\_

---

**(5) Schedule C (Government Option 2) Bid Total (from Page B-12)** \$ \_\_\_\_\_

**Contract Administrative Cost**  
 Number of calendar days necessary to complete all Schedule C (Gov't Option 2) work from Notice to Proceed for Schedule C (or date specified in the Notice to Proceed) to completion of Schedule C.

**(6) \_\_\_\_\_ calendar days x \$1,100 per calendar day =** \$ \_\_\_\_\_

---

**(7) Schedule D (Government Option 3) Bid Total (from Page B-14)** \$ \_\_\_\_\_

**Contract Administrative Cost**  
 Number of calendar days necessary to complete all Schedule D (Gov't Option 3) work from Notice to Proceed for Schedule D (or date specified in the Notice to Proceed) to completion of Schedule D.

**(8) \_\_\_\_\_ calendar days x \$500 per calendar day =** \$ \_\_\_\_\_

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**(9) Schedule E (Government Option 4) Bid Total (from Page B-15)** \$ \_\_\_\_\_

**Contract Administrative Cost**  
 Number of calendar days necessary to complete all Schedule E (Gov't Option 4) work from Notice to Proceed for Schedule E (or date specified in the Notice to Proceed) to completion of Schedule E.

**(10) \_\_\_\_\_ calendar days x \$500 per calendar day =** \$ \_\_\_\_\_

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(continued)

**BID SUMMARY**

Project PRA-NATR 3D30,E12  
(Complete for Pages B-1 through B-16)

**(11) Schedule F (Government Option 5) Bid Total (from Page B-16)** \$ \_\_\_\_\_

**Contract Administrative Cost**

Number of calendar days necessary to complete all Schedule F (Gov't Option 5) work from Notice to Proceed for Schedule F (or date specified in the Notice to Proceed) to completion of Schedule F.

**(12) \_\_\_\_\_ calendar days x \$500 per calendar day =** \$ \_\_\_\_\_

**Total Price of Project**

- (1) Bid Total for Schedule A . . . . . (1) \$ \_\_\_\_\_
  - + (2) Contract Administrative Cost for Schedule A . . . . . (2) \$ \_\_\_\_\_
  - + (3) Bid Total for Schedule B (Gov't Option 1) . . . . . (3) \$ \_\_\_\_\_
  - + (4) Contract Administrative Cost for Schedule B (Gov't Option 1) . . . (4) \$ \_\_\_\_\_
  - + (5) Bid Total for Schedule C (Gov't Option 2) . . . . . (5) \$ \_\_\_\_\_
  - + (6) Contract Administrative Cost for Schedule C (Gov't Option 2) . . . (6) \$ \_\_\_\_\_
  - + (7) Bid Total for Schedule D (Gov't Option 3) . . . . . (7) \$ \_\_\_\_\_
  - + (8) Contract Administrative Cost for Schedule D (Gov't Option 3) . . . (8) \$ \_\_\_\_\_
  - + (9) Bid Total for Schedule E (Gov't Option 4) . . . . . (9) \$ \_\_\_\_\_
  - + (10) Contract Administrative Cost for Schedule E (Gov't Option 4). . . (10) \$ \_\_\_\_\_
  - + (11) Bid Total for Schedule F (Gov't Option 5) . . . . . (11) \$ \_\_\_\_\_
  - + (12) Contract Administrative Cost for Schedule F (Gov't Option 5). . . (12) \$ \_\_\_\_\_
- = TOTAL PRICE OF PROJECT** \$ \_\_\_\_\_

Does the Bidder claim the Price Evaluation Preference for HUBZone Small Business Concerns as defined in FAR Clause 52.219-4?

Yes

No

<b>BID BOND</b> <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION 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 NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR <i>(Construction, Supplies, or Services)</i>	

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) are 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.	2.	3.
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.
			<i>Corporate Seal</i>

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)			
<b>SURETY A</b>	NAME & ADDRESS		STATE OF INC.
	SIGNATURE(S)	1.	LIABILITY LIMIT (\$)
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.
			<i>Corporate Seal</i>

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	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., (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 limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
(b) Where 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."

# CONTRACT CLAUSES INDEX

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

(Updated thru FAC 2005-20 on 09/06/2007)

### 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. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: [www.arnet.gov/far/](http://www.arnet.gov/far/)

(End of Clause)

### FAR & TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.202-01	DEFINITIONS	Jul-04	
52.203-03	GRATUITIES	Apr-84	
52.203-05	COVENANT AGAINST CONTINGENT FEES	Apr-84	
52.203-07	ANTI-KICKBACK PROCEDURES	Jul-95	
52.203-8	CANCEL. & RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97	
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Sep-07	
52.204-04	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	Aug-00	
<b>52.204-07</b>	<b>CENTRAL CONTRACTOR REGISTRATION</b>	Jul-06	Contractor Mandatory Internet Data Input
52.209-06	PROTECTING GOV. INTEREST WHEN SUBCONTRACTING W/ CONT. DEB. SUSP. OR PROP. FOR DEB.	Sep-06	
52.214-26	AUDIT AND RECORDS--SEALED BIDDING	Oct-97	
52.214-27	PRICE REDUCTION FOR DEFECT. COST OR PRICING DATA-MODIFICATIONS -SEALED BIDDING	Oct-97	
52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	Oct-97	
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS	May-04	
52.219-09 ALT 1	SMALL BUSINESS SUBCONTRACTING PLAN (ALT 1 - (Oct 01))	Sep-07	Large Business Mandatory Submittal Requirement
52.219-14	LIMITATIONS ON SUBCONTRACTING	Dec-96	
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	Jan-99	
52.222-03	CONVICT LABOR	Jun-03	
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	Jul-05	
52.222-06	DAVIS-BACON ACT	Jul-05	Contractor Mandatory Wage Rates Posting
52.222-07	WITHHOLDING OF FUNDS	Feb-88	
52.222-08	PAYROLLS AND BASIC RECORDS	Feb-88	Contractor Weekly Payroll Submittals
52.222-09	APPRENTICES AND TRAINEES	Jul-05	
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	Feb-88	
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	Jul-05	
52.222-12	CONTRACT TERMINATION--DEBARMENT	Feb-88	
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	Feb-88	
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	Feb-88	
52.222-15	CERTIFICATION OF ELIGIBILITY	Feb-88	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Feb-99	
52.222-26	EQUAL OPPORTUNITY	Mar-07	
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	Feb-99	
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, & OTHER ELIGIBLE VETERANS.	Sep-06	

# CONTRACT CLAUSES INDEX

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

(Updated thru FAC 2005-20 on 09/06/2007)

### FAR & TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Jun-98	
52.222-37	EMPLOYMENT. REPORTS ON SPECIAL DISABLED VETS, VETS OF THE VIETNAM ERA, ETAL.	Sep-06	Contractor Annual Mandatory Reporting Requirement
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	Dec-04	Contractor Mandatory Postings
52.223-05	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION	Aug-03	
52.223-06	DRUG-FREE WORKPLACE	May-01	
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	Aug-03	Contractor Annual Contractor Reporting Requirement
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Feb-06	
52.227-01	AUTHORIZATION AND CONSENT	Jul-95	
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Aug-96	
52.227-04	PATENT INDEMNITY-CONSTRUCTION CONTRACTS	Apr-84	
52.228-02	ADDITIONAL BOND SECURITY	Oct-97	
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	Jan-97	Contractor Submittal Requirement
52.228-11	PLEDGES OF ASSETS	Feb-92	
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	Oct-95	
52.228-14	IRREVOCABLE LETTER OF CREDIT	Dec-99	
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION	Nov-06	Contractor Submittal Requirement
52.229-03	FEDERAL, STATE, AND LOCAL TAXES	Apr-03	
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	Sep-02	Contractor Submittal Requirement
52.232-17	INTEREST	Jun-96	
52.232-23	ASSIGNMENT OF CLAIMS	Jan-86	
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	Sep-05	
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	Oct-03	
52.233-01 ALT I	DISPUTES (Alt-I, Dec-91)	Jul-02	
52.233-03	PROTEST AFTER AWARD	Aug-96	
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-04	
52.236-02	DIFFERING SITE CONDITIONS	Apr-84	
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	Apr-84	
52.236-05	MATERIAL AND WORKMANSHIP	Apr-84	
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR	Apr-84	
52.236-07	PERMITS AND RESPONSIBILITIES	Nov-91	
52.236-08	OTHER CONTRACTS	Apr-84	
52.236-09	PROTECTION OF EXIST. VEGETATION., STRUCTURES., EQUIPMENT., UTILITIES, & IMPROVEMENTS	Apr-84	
52.236-10	OPERATIONS AND STORAGE AREAS	Apr-84	
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	Apr-84	
52.236-12	CLEANING UP	Apr-84	
52.236-13	ACCIDENT PREVENTION	Nov-91	

**CONTRACT CLAUSES INDEX**  
**FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)**  
**(Updated thru FAC 2005-20 on 09/06/2007)**

**FAR & TAR CLAUSES INCORPORATED BY REFERENCE**

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>	<b>REMARKS</b>
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	Apr-84	Contractor Submittal Requirement
52.236-17	LAYOUT OF WORK	Apr-84	
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	Feb-97	
52.236-26	PRECONSTRUCTION CONFERENCE	Feb-95	
52.242-13	BANKRUPTCY	Jul-95	
52.242-14	SUSPENSION OF WORK	Apr-84	
52.243-04	CHANGES	Jun-07	
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS	Mar-07	
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	Jun -07	
52.246-12	INSPECTION OF CONSTRUCTION	Aug-96	
52.248-03 ALT I	VALUE ENGINEERING-CONSTRUCTION (Alt-I, Apr-84)	Sep-06	
52.249-01	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)(SHORT FORM)	Apr-84	
52.249-02 ALT I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (Alt-I, Sep-96)	May-04	
52.249-10	DEFAULT (FIXED PRICE CONSTRUCTION)	Apr-84	
52.253-01	COMPUTER GENERATED FORMS	Jan-91	

**TAR CLAUSES INCORPORATED BY REFERENCE**

<b>CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>	<b>REMARKS</b>
1252.211-70	INDEX FOR SPECIFICATIONS	Apr-05	
1252.242-73	CONTRACTING OFFICERS TECHNICAL REPRESENTATIVE	Oct-94	

**FAR & TAR PROVISIONS INCORPORATED BY REFERENCE**

<b>PROVISION</b>	<b>TITLE</b>	<b>DATE</b>	<b>REMARKS</b>
52.217-03	EVALUATION EXCLUSIVE OF OPTION	Apr-84	
52.217-04	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	Jun-88	
52.217-05	EVALUATION OF OPTIONS	Jul-90	

# CONTRACT CLAUSES INDEX

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

(Updated thru FAC 2005-20 on 09/06/2007)

### FAR & TAR CLAUSES INCORPORATED BY FULL TEXT

CLAUSE	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	Apr-84	H	CONSTR. CONTRACT REQS.	Government Fill In
52.211-12	LIQUIDATED DAMAGES-CONSTRUCTION	Sep-00	H	CONSTR. CONTRACT REQS.	Government Fill In
52.211-18	VARIATION IN ESTIMATED QUANTITY	Apr-84	H	CONSTR. CONTRACT REQS	
52.219-4	NOTICE OF PRICE EVALUATION. PREFERENCE FOR HUBZONE SB CONCERNS	Jul-05	F	SOCIOECON PROG REQS	Contractor Fill-In
52.222-23	NOTICE OF REQ. FOR AFFIRMATIVE ACTION TO ENSURE E.E.O.	Feb-99	F	SOCIOECON PROG REQS	Contractor Reporting Requirements
52.223-03 ALT I	HAZARDOUS MAT. IDENT. & MATERIAL SAFETY DATA (Alt-I, Jul-95)	Jan-97	G	GEN'L CONTRACT REQS.	Contractor Submittal Requirements
52.223-09	EST. OF % OF REC. MAT. CONTENT FOR EPA DESIGN. PRODUCTS	Aug-00	G	GEN'L CONTRACT REQS	Contractor Reporting Requirement
52.225-09	BUY AMERICAN ACT-CONSTRUCTION MATERIALS	Jan 05	F	SOCIOECON PROG REQS	Government & Contractor Fill In's
52-236-01	PERFORMANCE OF WORK BY THE CONTRACTOR	Apr -84	H	CONSTR. CONTRACT REQS	Government Fill In
52.236-04	PHYSICAL DATA	Apr-84	H	CONSTR. CONTRACT REQS.	Government Fill In

### TAR CLAUSES INCORPORATED BY FULL TEXT

CLAUSE	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
FAR PT 22.9	NONDISCRIMINATION BECAUSE OF AGE POLICY	Feb-64	F	SOCIOECON PROG REQS	Policy Statement - Not A Clause

(End of Clauses Index)

**CONTRACT PROVISIONS INDEX**  
**FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)**  
**(Updated thru FAC 2005-20 on 09/06/2007)**

**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. Upon request, the Contracting Officer will make their full text available. 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 paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: [www.arnet.gov/far/](http://www.arnet.gov/far/)

(End of Clause)

**FAR & TAR PROVISIONS INCORPORATED BY REFERENCE**

<b>PROVISION</b>	<b>TITLE</b>	<b>DATE</b>	<b>REMARKS</b>
52.211-06	BRAND NAME OR EQUAL	Aug-99	
52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS	Dec-89	
52.214-04	FALSE STATEMENTS IN BIDS	Apr-84	
52.214-05	SUBMISSION OF BIDS	Mar-97	
52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS	Apr-84	
52.214-07	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	Nov-99	
52.214-18	PREPARATION OF BIDS--CONSTRUCTION	Apr-84	
52.214-19	CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION	Aug-96	
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIAL.	May-02	

**TAR PROVISIONS INCORPORATED BY REFERENCE**

<b>PROVISION</b>	<b>TITLE</b>	<b>DATE</b>	<b>REMARKS</b>
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**CONTRACT PROVISIONS INDEX**  
**FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)**  
**(Updated thru FAC 2005-20 on 09/06/2007)**

<b>FAR PROVISIONS INCORPORATED BY FULL TEXT</b>					
<b>PROVISION</b>	<b>TITLE</b>	<b>DATE</b>	<b>SECTION</b>	<b>SECTION TYPE</b>	<b>REMARKS</b>
52.204-08	<b>ANNUAL REPRESENTATIONS AND CERTIFICATIONS</b>	Jan 06	D	REPS. & CERTIFICATIONS	Mandatory Contractor On-Line Input
52.211-04	AVAILABILITY FOR EXAM. OF SPECS NOT LISTED IN GSA INDEX OF FED SPECS/STANDARDS & COM. ITEM DESCRIPTION	Jun-88	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.216-01	TYPE OF CONTRACT	Apr-84	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.228-01	BID GUARANTEE	Sep-96	E	INSTRUCTIONS TO BIDDERS	Contractor Submittal Requirement
52.233-02	SERVICE OF PROTEST	Aug-96	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.236-27	SITE VISIT (CONSTRUCTION)	Feb-95	E	CONSTR. CONTRACT REQS.	Government Fill In.
<b>OTHER PROVISIONS INCORPORATED BY FULL TEXT</b>					
<b>PROVISION</b>	<b>TITLE</b>	<b>DATE</b>	<b>SECTION</b>	<b>SECTION TYPE</b>	<b>REMARKS</b>
NONE					

(End of Provisions Index)

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION PROVISIONS

## REPRESENTATIONS AND CERTIFICATIONS

**Annual Representations and Certifications.** Prospective contractors shall complete electronic annual representations and certifications on-line at this web address: <http://orca.bpn.gov> (See FAR 4.1201) in conjunction with required registration in the Central Contractor Registration (CCR) database (see FAR 4.1102).

**Vets100 Form** must also be filled-in online at <http://vets100.cudenver.edu/> in accordance with FAR Clause 52.222-37.

**Contractors are not eligible for award without completing these requirements.**

4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.  
(End of Provision)

### 52.204-8

**52.204-8 – Annual Representations and Certifications.**

As prescribed in 4.1202, insert the following provision:  
Annual Representations and Certifications (Jan 2006)

- (a)
  - (1) The North American Industry classification System (NAICS) code for this acquisition is 237310.
  - (2) The small business size standard is **\$31,000,000**.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)
  - (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
  - (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
    - (i) Paragraph (c) applies.
    - (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR

**(End of Section D)**

**FEDERAL ACQUISITION REGULATION &  
TRANSPORTATION ACQUISITION REGULATION PROVISIONS**

**INSTRUCTIONS TO BIDDERS**

**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):

**FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION  
21400 RIDGETOP CIRCLE  
STERLING, VIRGINIA 20166-6511**

Send an email to the following address to make an appointment: **[eflhd.contracts@fhwa.dot.gov](mailto:eflhd.contracts@fhwa.dot.gov)**

**TIME(S) FOR VIEWING: 8 A.M. TO 4 P.M.**

**All documents are available for direct download from the following website:  
[www.efl.fhwa.dot.gov/procurement/procurement.htm](http://www.efl.fhwa.dot.gov/procurement/procurement.htm)**

**(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)**

**52.233-2**

**SERVICE OF PROTEST (AUG 1996)**

(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 General Accounting 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  
21400 RIDGETOP CIRCLE  
STERLING, VIRGINIA 20166-6511**

(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)**

**52.236-27**

**Site Visit (Construction).  
(Feb 1995)**

(a) 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 urged and expected to inspect the site where the work will be performed.

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

Name: Mr. Rusty Rawson, Chief of Maintenance

Natchez Trace Parkway, NPS

Tupelo, MS

PHONE: 662-680-4020

EMAIL: [Rusty\\_Rawson@nps.gov](mailto:Rusty_Rawson@nps.gov)

**(End of Provision)**

**(End of Section E)**

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

### 52.219-4

#### Notice of Price Evaluation Preference for HUBZone Small Business Concerns.

(Oct 2004)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *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;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(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) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *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. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

#### Offer elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

### FAR SUBPART 22.9

#### NONDISCRIMINATION BECAUSE OF AGE (FEB 96)

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.

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

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

### 52.222-23

#### Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
26.5%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

(1) its implementation of the Equal Opportunity clause,

(2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and

(3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the

Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is as follows:

### Chickasaw, Pontotac, and Lee Counties

(End of Provision)

### 52.225-9

#### Buy American Act-Construction Materials. (Jan 2005)

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

"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 a subcontractor for incorporation into the building or work. The term also includes an item brought to the site pre-assembled 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

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

(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.

“Domestic construction material” means-

(1) An un-manufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

**NONE**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(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 Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) 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 Act 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)(3)(i) of this clause.

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

(d) *Data*. To permit evaluation of requests under paragraph 2 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:

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<b>Item 1:</b>			
Foreign construction material			
Domestic construction material			
<b>Item 2:</b>			
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)**

### 52.225-10 -- Notice of Buy American Act Requirement— Construction Materials.

As prescribed in [25.1102](#)(b)(1), insert the following provision:

#### Notice of Buy American Act Requirement--Construction Materials (May 2002)

(a) *Definitions.* “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 Act--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act 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 the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act 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 Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign

construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(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 not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic 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 the clause at FAR 52.225-9 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 the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic 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 2002).* As prescribed in [25.1102](#)(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

### 52.225-11

#### Buy American Act—Construction Materials under Trade Agreements. (Nov 2006)

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

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

“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.

“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.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, 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, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

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

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, 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) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“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.

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

“Least developed country construction material” means a construction material that--

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

(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.

“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 the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act 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 the construction materials or components listed by the Government as follows: **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. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(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 Act.

(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 Act 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.

**FEDERAL ACQUISITION REGULATION AND  
TRANSPORTATION ACQUISITION REGULATION CLAUSES**

**SOCIOECONOMIC PROGRAM REQUIREMENTS**

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

(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) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
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 (Nov 2006).* As prescribed in [25.1102\(c\)\(3\)](#), add the following definitions of “Bahrainian construction material” and “Mexican 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:

“Bahrainian construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain; 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 into a new and different construction material distinct from the materials from which it was transformed.

“Mexican construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Mexico; 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 Mexico into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except NAFTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian or Mexican construction materials.

(2) The Contractor shall use only domestic, or designated country construction material other than Bahrainian or Mexican 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 Act Requirement—  
Construction Materials Under Trade  
Agreements.  
(Jan 2005)**

(a) *Definitions.* “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 Act--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 Act 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

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## SOCIOECONOMIC PROGRAM REQUIREMENTS

request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act 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 Act, 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 II (Nov 2006).* As prescribed in [25.1102\(d\)\(3\)](#), add the definitions of "Bahrainian construction material" and

"Mexican 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 or Mexico, 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 Bahrainian or Mexican 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 Bahrainian or Mexican 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 Section F)**

## MINIMUM WAGE SCHEDULE

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

GENERAL DECISION: **MS20070021** 02/09/2007 MS21

Date: February 9, 2007

General Decision Number: **MS20070021** 02/09/2007

Superseded General Decision Number: MS20030021

State: Mississippi

Construction Types: Highway

Counties: Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster and Yalobusha Counties in Mississippi.

AREA 1 - ALCORN, BENTON, CALHOUN, CHICKSAW, CHOCTAW, CLAY, ITAWAMBA, LAFAYETTE, LEE, LOWNDES, MARSHALL, MONROE, OKTIBBEHA, PONTOTOC, PRENTISS, TIPPAH, TISHOMINGO, UNION & WEBSTER AREA 2 - BOLIVAR, CARROLL, COAHOMA, GRENADA, LEFLORE, MONTGOMERY, PANOLA, QUITMAN, SUNFLOWER, TALLAHATCHIE, TATE, TUNICA, WASHINGTON & YALOBUSHA

HIGHWAY CONSTRUCTION PROJECTS (does not include Building Structures in Rest Area Projects and Railroad Construction; Bascule; Suspension; and Spandrel Arch Bridges; Bridges designed for Commercial Navigation; Bridges involving Marine Construction and other major Bridges).

Modification Number	Publication Date
0	02/09/2007

SUMS1993-001 02/22/1993

AREA 1 - ALCORN, BENTON, CALHOUN, CHICKSAW, CHOCTAW, CLAY, ITAWAMBA, LAFAYETTE, LEE, LOWNDES, MARSHALL, MONROE, OKTIBBEHA, PONTOTOC, PRENTISS, TIPPAH, TISHOMINGO, UNION & WEBSTER

AREA 2 - BOLIVAR, CARROLL, COAHOMA, GRENADA, LEFLORE, MONTGOMERY, PANOLA, QUITMAN, SUNFLOWER, TALLAHATCHIE, TATE, TUNICA, WASHINGTON & YALOBUSHA

Rates                      Fringes

Carpenter

Area 1.....	\$ 8.56
Area 2.....	\$ 8.18
Cement Finisher/Mason	
Area 1.....	\$ 8.07
Area 2.....	\$ 8.02
Electrician	
Area 1.....	\$ 16.34
Area 2.....	\$ 16.94
Guard Rail Post Driver	
Area 1.....	\$ 6.75
Area 2.....	\$ 10.00
Ironworker, Reinforcing, Steel Tier	
Area 1.....	\$ 8.00
Area 2.....	\$ 9.14
Ironworker, Structural	
Area 1.....	\$ 7.26
Area 2.....	\$ 7.25
Joint Filler	
Area 1.....	\$ 5.15
Area 2.....	\$ 5.15
Joint Setter	
Area 1.....	\$ 5.15
Area 2.....	\$ 5.15
Laborer	
Area 1	
Air Tool Operator, Jackhammer.....	\$ 5.15
Asphalt Raker.....	\$ 6.55
Formsetter.....	\$ 7.00
Grade Checker, Asphalt.....	\$ 7.50
Mason Tender.....	\$ 6.84
Pipelayer.....	\$ 7.42
Unskilled.....	\$ 6.12
Area 2	
Air Tool Operator, Jackhammer.....	\$ 5.61
Asphalt Raker.....	\$ 6.47
Formsetter.....	\$ 6.75
Grade Checker, Asphalt.....	\$ 7.25
Mason Tender.....	\$ 7.21
Pipelayer.....	\$ 6.00
Unskilled.....	\$ 6.05
Painter (Structural steel)	
Area 1.....	\$ 8.23
Area 2.....	\$ 8.00
Piledriverman	
Area 1.....	\$ 7.71
Area 2.....	\$ 8.14
Power Equipment Operator	
Area 1	
Aggregate Spreader.....	\$ 6.75
Asphalt broom, sweeper.....	\$ 5.75
Asphalt distributor.....	\$ 7.30
Asphalt paving machine,	

spreader.....\$	7.47
Asphalt plant.....\$	6.85
Backhoe, shovel.....\$	8.72
Concrete breaker, hydro hammer.....\$	8.24
Concrete finishing, curing machine.....\$	7.25
Concrete paving machine, dragline.....\$	9.00
Concrete saw.....\$	8.30
Crane, dragline.....\$	9.47
Crusher Feeder Machine Operator.....\$	5.50
Earth auger.....\$	8.00
Loader, all types.....\$	7.95
Mechanic, heavy equipment..\$	8.83
Milling machine.....\$	7.40
Mixer, all types.....\$	6.00
Motor Patrol, grader.....\$	9.22
Mulcher machine.....\$	6.00
Oiler, greaser.....\$	7.60
Piledriver machine.....\$	10.50
Roller, self-propelled.....\$	6.57
Scaper, all types.....\$	8.05
Striping machine.....\$	12.50
Tractor, truck type.....\$	7.14
Tractor, wheel type.....\$	6.26
Trenching machine.....\$	8.01
Welder.....\$	9.03
Area 2	
Aggregate spreader.....\$	5.15
Asphalt broom, sweeper.....\$	5.15
Asphalt distributor.....\$	6.95
Asphalt paving machine, spreader.....\$	8.97
Asphalt plant.....\$	6.31
Backhoe, shovel.....\$	8.52
Bulldozer.....\$	8.47
Concrete breaker, hydro hammer.....\$	7.00
Concrete finishing, curing machine.....\$	8.00
Concrete saw.....\$	8.29
Crane, dragline.....\$	8.91
Crusher Feeder Machine Operator.....\$	5.50
Loader, all types.....\$	6.85
Mechanic, heavy equipment..\$	8.09
Milling machine.....\$	8.06
Mixer, all types.....\$	6.75
Motor patrol, grader.....\$	8.43
Mulcher machine.....\$	6.00
Oiler, greaser.....\$	7.32
Piledriver machine.....\$	8.35
Roller, self-propelled.....\$	7.00

Scraper, all types.....\$	7.88
Striping machine.....\$	6.50
Tractor, track type.....\$	5.88
Tractor, wheel type.....\$	5.68
Trenching machine.....\$	8.01
Welder.....\$	8.00
Truck Driver (All types)	
Area 1.....\$	6.66
Area 2.....\$	6.31

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations  
Wage and Hour Division

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## GENERAL CONTRACT REQUIREMENTS

### 52.223-3

#### Hazardous Material Identification and Material Safety Data. (Jan 1997) 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)**

**52.223-9**

**Estimate of Percentage of Recovered Material Content  
for EPA-Designated Products.  
(AUG 2000)**

(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 used in contract performance, including, if applicable, the percentage of post consumer material content; and

(2) Submit this estimate to:

**Contracting Officer  
Eastern Federal Lands Highway Division  
21400 Ridgetop Circle  
Sterling, VA 20166.**

(End of Clause)

**52.228-15**

**Performance and Payment Bonds -- Construction  
(Nov 2006)**

(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 \$100,000 or less, 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)

**52.248-3**

**Value Engineering – Construction.  
(Feb 2000)**

(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 \$50,000 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 DTFH71-08-C-000XX, 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.

**(End of Section G)**

# FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

## CONSTRUCTION CONTRACT REQUIREMENTS

### **52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within (**SEE SF 1442, BLOCK 11 FOR NUMBER OF DAYS**) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (**THE TIME INDICATED IN THE CONTINUATION OF THE SF 1442, BLOCK 11**). The time stated for completion shall include final cleanup of the premises. **(End of Clause)**.

### **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-03 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)**

### **52.211-18 -- Variation in Estimated Quantity.**

As prescribed in [11.703\(c\)](#), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated that authorizes a variation in the estimated quantity of unit-priced items:

#### **Variation in Estimated Quantity (Apr 1984)**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an

extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified. **(End of Clause)**

### **52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR. (Apr 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **50** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

**(End of Clause)**

### **52.236-4 PHYSICAL DATA (APR 1984)**

Data and information furnished or referred to below 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) The indications of physical conditions on the drawings and in the specifications are the result of site investigations (**SEE CONTINUATION OF SF 1442, BLOCK 9**).

(b) Weather conditions: **CONTACT LOCAL OFFICE OF NATIONAL WEATHER SERVICE, U.S. DEPARTMENT OF COMMERCE.**

(c) Transportation facilities: **N/A**

(d) Other Information: **SEE CONTINUATION OF SF 1442, BLOCK 9.**

**(End of Clause)**

**(End of Section H)**

FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS HIGHWAY DIVISION  
SPECIAL CONTRACT REQUIREMENTS

Project PRA-NATR 3D30,E12  
NATCHEZ TRACE PARKWAY

The following Special Contract Requirements amend and supplement the *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03) U. S. Customary Units*, U. S. Department of Transportation, Federal Highway Administration.

**Section 101.—TERMS, FORMAT, AND DEFINITIONS**

101.01. Delete the last paragraph.

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

102.04. Add the following:

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 calendar 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 Affidavit of Individual Surety and documentary information on the security interest and the assets pledged, by certified mail to the surety's business or residence address (as shown on the bond), request the surety to provide further information and/or documents with respect to any of the documents provided. 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 business 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.

102.06. Add the following after the last paragraph:

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 business 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 104.—CONTROL OF WORK**

104.03(a). Add the following to the third paragraph:

Drawings will be reviewed in the order they are received.

104.03(b). Add the following after 104.03(b):

**(c) As-built working drawings.** Furnish 2 sets of as-built working drawings. The Government will provide 2 sets of contract drawings to be used exclusively for recording the as-built details of the project.

Keep the as-built working drawings current on a weekly basis and have at least 1 set available on the jobsite at all times. Accurately and neatly record changes from the contract plans, which are made in the work, or additional information, which might be uncovered in the course of construction, as they occur by means of details and notes. Maintain a log of all changes made to the as-built working drawings, and monthly, at the estimate cutoff date, make the as-built working drawings and log available for review by the CO.

Note all additions or revisions to the location, character, and dimensions of the prescribed work shown on the contract drawings. Line out all details shown that are not applicable to the completed work. Use the red-line process (red pencil or red ink) to record on the as-built working drawings and final as-built drawings, as a minimum, but not limited to, the information described below:

**(1) Typical section(s)**

*(a)* Revisions in dimensions; and

*(b)* Revisions in materials.

**(2) Plan and profile**

*(a)* Plan

*(1)* Revisions to the alignment;

*(2)* Changes in the construction limits;

*(3)* Revisions in location, type, and grade of road approaches;

*(4)* Location and type of utilities;

*(5)* Location, size, and type of underdrains;

*(6)* Skew of culverts;

*(7)* Channel changes;

- (8) Location of monuments and permanent references;
- (9) Elevations for all aerial and underground crossings of utilities; and
- (10) Location, length, and type of fencing.

**(b) Profile**

- (1) Revisions to grades, elevations, and stationing of intersection PIs;
- (2) Equations;
- (3) Culvert diameter, length, type, and stationing;
- (4) Length of culvert extension, and length of existing culvert;
- (5) Location, length, stationing, and type of retaining walls; and
- (6) Location, length, stationing, and end treatment of guardrail.

**(3) Bridge**

- (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) Post-tensioning records including stressing sequence, jacking force, and duct size and layout;
- (e) Construction and concrete placement sequences;
- (f) Bearing details with orientation;
- (g) Expansion joints including actual clearance with atmospheric temperature; and
- (h) Any changes in plan or dimensions including any major changes in reinforcing.

**(4) Miscellaneous**

- (a) Revisions to parking areas or turnouts;
- (b) Final location, type and length of curbs, sidewalks, etc.;
- (c) Fencing type and limits; and
- (d) Landscaping and planting.

**(5) Special Contract Procedures**

(a) Method of excavation, concrete placement, girder erection, structure repairs, etc.

Prepare final as-built drawings after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The as-built working drawings and final as-built drawings will be jointly reviewed for accuracy and completeness by the CO and the Contractor prior to submission of each monthly pay estimate.

If the monthly review finds that the Contractor is not maintaining the as-built working drawings, payment of the Contractor’s invoice will be withheld until the as-built working drawings are brought up to date.

Furnish the as-built working drawings to the CO before the final inspection. Correct all details found during the final inspection that are not shown on the as-built working drawings and return to the CO within 5 working days for approval.

Once final as-built working drawings have been approved by the CO, provide final as-built drawings in the latest version of Adobe Acrobat (PDF) format (at the time of submission) on two sets of CD-R or DVD-R. Include the latest version Adobe Acrobat reader on the CD-R or DVD-R. Provide the final as-built drawings with a resolution quality such that the redlined drawings and notations are clearly discernable. Final payment per Subsection 109.09 will not be made until the CD-R or DVD-R of the final as-built drawings have been reviewed and approved by the CO.

No direct payment will be made for maintaining and furnishing as-built working drawings.

104.05. Add the following:

When hauling on National Park Service roads, do not exceed the following load restrictions:

<u>Single Units</u>	<u>Gross Vehicle Weight – pounds</u>
2 axles	40,000
3 axles	48,000
4 or more axles	52,000
<u>Combination Units</u>	
3 axles	57,000
4 axles	62,000
5 or more axles	66,000

Where the ground is saturated with water or during periods of freezing and thawing, the CO may impose further load restrictions or suspend hauling.

Operate loaded vehicles hauling material at speeds not exceeding 40 miles per hour and spaced at 500-foot minimum intervals. Do not exceed 25 miles per hour or operate more than 1 loaded hauling vehicle at a time on a bridge.

### **Section 105.—CONTROL OF MATERIAL**

105.02(b). Add the following:

If any material is to be excavated from any material source outside the construction limits, other than commercially operated sites, before work begins provide a certification from the State Historic Preservation Officer or Indian Tribal Council, if applicable, stating:

- (1) That a cultural resource survey (a survey for historical sites and archeological remains) has been performed at the proposed site, and
- (2) That no significant cultural resources exist in the area that will be disturbed by the Contractor.

### **Section 106.—ACCEPTANCE OF WORK**

106.03. Delete the first sentence of the second paragraph and substitute the following:

Other than references in or to the FAR or Federal Law, when these Standard Specifications or Supplemental Contract Requirements reference certifications; certificates; or certified documents, equipment, or individuals, these references are not certifications under Section 4301 of Public Law 104-106, National Defense Authorization Act for Fiscal Year 1996.

106.05(a). Add the following:

At the Preconstruction Conference, the Government will provide a copy of the computer program "QL-PAY," along with instructions. QL-Pay is a Windows based program that computes the quality levels and pay factors as described in this Subsection.

### **Section 107.—LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

107.01. Add the following:

The following permits may be required for this project:

- a). Water Quality Permit
- b). Hazardous Waste Permit
- c). Disposal Permit or Agreement

This list of permits may not be all inclusive of those required for construction. No time or damages, including impact damages, will be allowed for failure to obtain necessary permits or agreements. Provide copies of these permits and agreements upon request.

107.01. Delete the second sentence of the third paragraph and substitute the following:

Obtain all additional permits or agreements and modifications to Government-obtained permits or agreements that are required.

107.02. Add the following:

Obtain CO location approval of Contractor staging and parking areas on the project. No parking will be permitted under trees along the Parkway, and the disturbed areas must be repaired and paid for by the Contractor.

107.02. Add the following after the third paragraph:

For the full duration of construction, protect the existing trees that are tagged by the CO in the following manner:

(a) Install and maintain a 4-foot high wood slat fence with steel posts around the perimeter of the root protection area, per Subsection 619.06. The root protection area is defined as an area equal to 10 feet outside the dripline.

(b) All construction which takes place within the root protection area must be approved by the CO. Do not store or locate construction materials, vehicles, staging areas, topsoil, disposal areas, or trailers within the root protection area. Protect the area from flooding, erosion, sedimentation, and potentially harmful materials through run-off or spillage.

(c) Remove all tree protection prior to final acceptance.

107.02. Add the following after the sixth paragraph:

Notify the CO in writing at least 48 hours in advance of any scheduled utility shutdown, investigation, and /or related work.

107.05. Add the following after the second paragraph:

Submit all claims to the insurance company for investigation, regardless of deductible, unless the Contractor has chosen to pay the claim directly. Provide the results of any investigations and subsequent actions to the CO within 1 week of receipt from the insurance company or of action. Determination by the insurance company that the claim is not covered by the policy is not an adequate basis for the Contractor to fail to meet its obligations under the requirements of this Section.

107.10. Add the following:

The project lies within the boundaries of a National Park. Maintain all equipment, office, and material staging or repair areas in a neat and orderly condition at all times. Store all fuel and oil in accordance with all applicable federal, state, and local regulations. Clean up fuel and oil spills immediately and dispose of contaminated material in a manner consistent with all environmental regulations. Immediately notify the Park Superintendent of any spills that have occurred.

Prohibit Contractor's personnel from depositing trash or construction debris within areas of the project or within the park boundaries, unless in Contractor furnished trash bins located in the staging area.

107.11. Add the following:

Confine all operations to work limits of the project. Prevent damage to natural and cultural surroundings. Any damaged areas, monuments, historical markers, trees, or plants will be repaired and/or replaced by the Contractor at no expense to the Government.

### **Section 108.—PROSECUTION AND PROGRESS**

108.01. Add the following:

Weekly coordination meetings between the Government and the Contractor will be held for the duration of the project.

Construction operations are limited as follows:

At least one lane of traffic must remain open at all times on the Natchez Trace Parkway, except at the Detour Section (MP 241- MP 247) shown on the plans. No total roadway closures will be permitted, except where shown in the Traffic Control Plans (Detour section).

The detour will only be allowed to be used for the pavement repair section at MP 241. Perform the pavement repair work at MP 241 as the last item of work on this project.

Lane closures will not be permitted overnight except within the detour section (MP 239-MP 247). Night and Saturday work will be permitted on the Parkway ramps, if approved in advance by the CO.

No work will be permitted on Sundays or National legal holidays without approval from the CO. Provide written notification to the CO for permission to work during this time frame.

Maintain access to parking and recreation areas, not under construction, at all times during the project, unless approved as a staging area by the CO.

The Contractor will use existing pulloffs and parking areas along the Natchez Trace Parkway, as approved by the CO, for staging areas during the project. There will be no permanent staging area locations identified within Government property limits.

MDOT has scheduled a project between MP 256, Sta. 5+00+/- and MP 257, Sta. 30+00+/-, where they are proposing a parkway detour tying into our alignment. This project is scheduled for advertisement in October 2007. Therefore, there will be no Parkway work at this location.

## Section 109.—MEASUREMENT AND PAYMENT

**109.06 Pricing of Adjustments.** Add the following:

### ASPHALT CEMENT PRICE ADJUSTMENT PROVISION

**GENERAL** The Asphalt Cement Price Adjustment Provision contained herein provides for a price adjustment in the form of payment to the Contractor or a rebate to the Government for fluctuations in the cost of asphalt cement consumed in the performance of applicable construction work. The price adjustment provisions are applicable only to the asphalt cement, as defined in Section 702.01, and incorporated in the following eligible contract pay items:

- 40101 Superpave pavement
- 40102 Superpave pavement, wedge and leveling course

**PRICE ADJUSTMENTS** - The "Basic Bituminous Material Index" is the average of the current quotations on P.G. 64-22 from suppliers furnishing asphalt cement to contractors in the State of Mississippi. These quotations are the cost per ton f.o.b. (freight on board) supplier's terminal.

The "Basic Bituminous Material Index" for this project is based on when the base contract is awarded.

The "Monthly Bituminous Material Index" is also established on the first day of each month by the same method. The bituminous index can be found at <http://www.tdot.state.tn.us/construction/indices/bituminousindex.pdf> as posted on the Tennessee Department of Transportation's website. These quotations are the cost per ton f.o.b. supplier's terminal.

The "Monthly Bituminous Adjustment Factor" is the difference (+/-) between the "Basic Bituminous Material Index" and the "Monthly Bituminous Material Index". The "Monthly Bituminous Adjustment Factor" shall be applied provided the increase or decrease differs 5% or more from the "Basic Bituminous Material Index".

The unit price for the eligible contract pay items used after the expiration of the allocated working time as set forth in the contract, or as extended by contract modification, will revert to the original contract unit bid price or the adjusted unit price as set forth herein, whichever is less. Once liquidated damages begin, the price adjustment can only be <=zero.

The price adjustment for increases and decreases in the contractor's cost for virgin asphalt cement will be calculated as follows when the percent change in price indexes is five or greater:

$$PA = [Ic - Ib] \times \frac{BA}{100} \times Tm$$

Where,

- PA = Price Adjustment for Adjustment Month
- Ib = Basic Bituminous Material Index
- Ic = Monthly Bituminous Material Index
- BA = Percent virgin asphalt specified by approved mix design
- Tm = Tons asphalt mix placed for adjustment month

**PRICE ADJUSTMENT COMPENSATION** - Monthly adjustments will be accrued. The final price adjustment will be paid, or rebated, after completion of all work for eligible pay items. The Contractor may request in writing a partial price adjustment payment once every 12 months, or when the unpaid accrued increase exceeds \$10,000. The Government will take a rebate when the deductive accrual exceeds \$10,000.

109.08(b). Add the following:

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.

109.08(c). Add the following:

The government's designated billing office is:

Federal Highway Administration  
 Eastern Federal Lands Highway Division  
 Loudoun Tech Center  
 21400 Ridgetop Circle  
 Room 200  
 Sterling, Virginia 20166-6511  
 ATTN: CONSTRUCTION DIVISION

### **Section 152.—CONSTRUCTION SURVEY AND STAKING**

152.03. Delete the text of paragraphs **(h)**, **(i)**, **(j)** and **(k)**.

152.03(a). Add the following:

Set benchmarks (at least every 1,000 feet of roadway). Replace any missing control points.

152.03**(I)****(9)** and **(10)**. Delete the subsections and replace with the following:

**(9)** Traffic control (both permanent and temporary) signs, markings, delineators, object markers, etc.

152.03**(I)**. Add the following:

**(10)** Excavation limits for various drainage, walls, structures, and other pertinent items.

**(11)** PCC sidewalk and wheelchair ramps.

**(12)** PCC curb.

### Section 154.—CONTRACTOR SAMPLING AND TESTING

154.03. Add the following:

Furnish test results to the CO immediately after completing the test. The requirements for furnishing test results do not include sample aging or curing time; therefore, reporting times will be extended accordingly.

Submit proposals for using alternate AASHTO or State approved test methods in writing for approval. Alternate methods may be allowed based on documented equivalence to the method specified.

154.04. Add the following:

On a weekly basis, submit a copy of all current Contractor test results and pay factor calculations based on those tests for items accepted under Subsection 106.05. 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 according to Subsection 154.05.

### Section 155.—SCHEDULES FOR CONSTRUCTION CONTRACTS

155.02. Add the following after the third paragraph:

#### 155.02A. Weather Delays.

##### (a) Weather Delay Definitions.

**(1) Reasonably Predictable Weather.** The number of workdays that can expected to be lost in any month due to rainfall based on 10-year historical weather data.

**(2) Rain Day.** A potentially lost workday on which rainfall is equal to or greater than 0.10 inches.

**(3) Drying Day.** A work day(s) immediately following a rainfall equal to or greater than 1.00 inch which is potentially lost because of wet ground conditions.

**(4) Workday.** A day not excluded from work by Section 108 of the Special Contract Requirements.

**(5) Unusually Severe Weather.** When the number of Actual Workdays Lost is greater than the calculated Total Lost Days for the month in question.

**(b) Reasonably Predictable Weather.** Determine Reasonably Predictable Weather for this contract by completing Table 155-1. Calculate data for Table 155-1 as follows:

**(1)** Using the last 10 years of historical weather data from the nearest NOAA weather

data collection station, compute the average number of workdays lost (rain days plus drying days) for each month and the standard deviation from the average. Add the average number of workdays lost to the standard deviation.

(2) The Total number of Lost Days (Average Workdays Lost plus 1 Standard Deviation, rounded to whole days) will be considered normal for each month.

(3) Submit a completed Table 155-1 with the initial construction schedule.

**(c) Unusually Severe Weather** Under FAR Clause 52.249-10, Default (Fixed-Price Construction), the Contractor can request time for a delay due to Unusually Severe Weather.

The number of Actual Workdays Lost is calculated by first totaling the actual Rain Days plus the actual Drying Days occurring in the month in question. From this total, deduct any workdays meeting the following conditions:

(1) The Rain Day or Drying Day occurred on a non-work weekday such as a holiday.

(2) 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.

(3) 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.

**(d) Time Adjustments 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, no time adjustments will be made. If the net number of Actual Workdays Lost is more, then an excusable time extension may be granted. The Contractor must submit a Weather Time Impact Analysis supporting any alleged delays due to Unusually Severe Weather.

**(e) Delays Due To Other Weather Conditions.** Delays due to other unusually severe weather conditions (snow, extreme cold or heat, high winds, etc.) must be supported with a Weather Time Impact Analysis using historical weather data.

155.02. Delete the last paragraph and substitute the following:

The Construction Contract Time shown on the construction schedule for contract completion or for any interim completion dates shall be the calendar dates established in the contract.

155.04. Add the following to the first paragraph:

For a computer-generated CPM, use Primavera software or software that is file-compatible with Primavera.

Add the following at the end of the Subsection:

TABLE 155-1

Project Number \_\_\_\_\_

Location of NOAA Data Collection Station \_\_\_\_\_

Data Years (10-year history): 19\_\_ through 20\_\_

REASONABLY PREDICTABLE WEATHER

MONTH	AVERAGE WORKDAYS LOST	STANDARD DEVIATION	TOTAL LOST DAYS
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			

### Section 156.—PUBLIC TRAFFIC

156.03. Add the following:

Hauling will only be permitted from the nearest point of public access to the work site. Minimize hauling over completed pavement.

156.04. Add the following:

(f) Ensure that all drains and inlets within the project limits are fully functional throughout the duration of the project.

156.06(b). Delete the second sentence and substitute the following:

For shoulder drop-offs in excess of 3 inches, provide a 1V:3H fillet with “*Low Shoulder*” warning signs.

156.07. Delete the Subsection and substitute the following:

**156.07. Nighttime Operations.** Nighttime operations are only allowed on Ramps if approved by the CO. Perform construction operations during the hours of daylight (½ hour after sunrise to ½ hour before sunset).

156.08. Delete the second sentence of the first paragraph and substitute the following:

The traffic safety supervisor may be the superintendent.

### Section 157.-- SOIL EROSION CONTROL

157.02. Add the following:

Filter Berm Compost	713.05(e)
Filter Berm Sock	713.13(e)

157.05. Add the following:

Use filter berms as inlet protection for filtering sediment from runoff and reducing the velocity of sheet flow.

157.10(c). Add the following:

Use 12-inch to 18-inch diameter berms as check dams to retain sediment and reduce velocity of runoff in ditches and swales. Anchor the filter berms to the soil using stakes, stones or trenching, as required.

157.13. Add the following:

Remove sediment from the base of filter berms when sediment reaches 1/3 of the exposed height,

or as directed by the CO. Maintain filter berms clogged with debris and sediment in order to assure proper drainage and water flow through the berm.

Disperse filter berms on site when no longer required, as directed by the CO. Remove all sock material (if non-decomposing) off site. For filter berms left in place, use compost fill material with seed in accordance with Subsection 713.05(e) for filter berms.

### **Section 203.—REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

203.03. Add the following:

Salvage all removed “Stop” signs and deliver to the NPS maintenance office at the Tupelo Visitor Center (MP 266).

203.05(a). Add the following:

Dispose of all materials designated for removal, and not reused or salvaged, legally off Government property.

203.05(b). Delete the Subsection and substitute the following:

**(b) Burn.** Burning is prohibited. Dispose of material according to Subsection 203.05(a).

203.05(c). Delete the Subsection and substitute the following:

**(c) Bury.** Burying debris is prohibited. Dispose of material according to Subsection 203.05(a).

### **Section 204.—EXCAVATION AND EMBANKMENT**

204.14. Delete the first sentence and substitute the following:

Dispose of unsuitable or excess material legally off Government property.

### **Section 303.—ROAD RECONDITIONING**

303.10. Delete the second paragraph and substitute the following:

Measure ditch and shoulder reconditioning by the linear foot, measured along the edge of pavement.

**Section 301.—UNTREATED AGGREGATE COURSES**

301.03. Add the following after the second paragraph:

Submit the representative 300-pound sample to the EFLHD Central Laboratory in Sevierville, Tennessee.

301.03. Add the following:

If an alternate State gradation is produced as provided in Subsection 703.05, notify the CO in writing. The target values with respect to the State gradation will be the midpoint of the allowable State specification band. The allowable deviation (D) will be ½ the State specification band width, and the maximum allowable pay factor under subsection 301.08 will be 1.0.

**Section 401.—SUPERPAVE HOT ASPHALT CONCRETE PAVEMENT**

401.01. Add the following:

Asphalt binder is designated as performance grade PG 67-22. Add a minimum of 1% lime to the Superpave hot asphalt concrete mixture.

401.03. Add the following:

At the option of the contractor, a State Highway Department Superpave Hot Asphalt Concrete mixture may be submitted for approval that has the same nominal maximum size aggregate, traffic level (design ESAL), and asphalt binder grade as specified.

401.03(b). Add the following:

For State Department of Transportation mixes, submit a job-mix formula that is currently approved and has been tested by the State within a year of the date of intended use. Include documentation from a State highway official certifying that it is an approved State mix.

401.03(b). Add the following:

For percentages of recycled asphalt pavement greater than 15 percent, the contractor must submit a quality control plan showing sufficient control of the recycled asphalt pavement.

Submit all materials and information to the EFLHD Central Laboratory in Sevierville, Tennessee.

401.03(c). Add the following:

Allow a minimum of 21 calendar days for verification of each job-mix formula after receipt of all materials and information at the EFLHD Central Laboratory.

**401.05. Pavers.** Add the following:

**Material Transfer Vehicle (MTV).** Use an MTV that will perform additional mixing of the hot asphalt concrete pavement and then deposit the mixture in the paver at a uniform temperature and consistency. As a minimum provide a MTV with a high capacity truck unloading system which will receive mixtures from the hauling equipment; a storage bin in the MTV with a minimum capacity of 25 tons of mixture; an auger system which will continuously mix the mixture prior to discharge to a conveyor system; a discharge conveyor to deliver the mixture to a paver hopper; and a paver insert hopper with a minimum capacity of 18 tons which can be inserted into a conventional paving equipment.

401.13. Add the following:

Begin paving operations at the furthest location from the asphalt plant and proceed towards the plant.

401.16. Delete Section 401.16 and replace with the following.

**401.16 Pavement Smoothness/Roughness.** Measure the smoothness/roughness of the final paved surface course after final rolling, within 14 days of completing roadway paving, before placing a surface treatment, and according to the designated type below. In addition, construct all pavement surfaces to meet the requirements of (c) below.

- (a) **Profile ride index (PRI).** For type I or II pavement smoothness, furnish a California type profilograph and personnel to operate the profilograph. The CO will direct and observe its operation. Operate the profilograph in the “mode” such that the continuous plot produced can be reduced according to FLH T 504. Measure in the middle portion of each lane and exclude areas according to FLH T 504. Measure excluded areas according to (c) below. Submit the trace to the CO.

A PRI will be calculated for each 0.1-mile lane of traveled way using a zero blanking-band. The PRI will be determined according to FLH T 504. Bumps will be located using a 0.4-inch bump template.

- (1) **Type I pavement smoothness (PRI measurements for reconstructed and new roads).** Measure the smoothness of the final paved surface course. The upper specification limit is 24 inches per mile for reconstructed and new roads. Defective areas are bumps in excess of 0.4 inches in 25 feet, 0.1-mile profile ride index greater than 28.5 inches per mile, or surfaces with a pay factor less than 0.75 as determined under Subsection 106.05.
- (2) **Type II pavement smoothness (PRI measurements for overlay, recycle with overlay, or milling with overlay projects).** Before construction traffic, measure the smoothness of the existing surface. The existing surface is the original surface before overlaying, recycling, or milling. The existing profile ride index and standard deviation will be used to determine the upper specification limit.

For one-lift placement of the final surface:

$$USL_1 = 0.71 * PRI_0 + 0.39 * Sd_0, \text{ but not less than 24 inches per mile}$$

For two-lift placement of the final surface:

$$USL_2 = 0.50 * PRI_0 + 0.30 * Sd_0, \text{ but not less than 24 inches per mile}$$

Where:

$USL_1$  = Upper specification limit for one lift rounded to the nearest whole number (inches per mile)

$USL_2$  = Upper specification limit for two lifts rounded to the nearest whole number (inches per mile)

$PRI_0$  = Existing surface profile ride index (inches per mile)

$Sd_0$  = Existing surface profile standard deviation

Measure the smoothness of the final paved surface course. Defective areas are bumps in excess of 0.4 inches in 25 feet, 0.1-mile profile ride index greater than 1.5 times the calculated upper specification limit, or surfaces with a pay factor less than 0.75 as determined under Subsection 106.05.

- (b) International Roughness Index (IRI).** Furnish an inertial profiler conforming to AASHTO MP 11 capable of meeting certification requirements of AASHTO PP 49. Provide a trained and qualified operator to operate the inertial profiler equipment. All equipment will be validated against a government profiler at the time of use. A cross correlation value will be determined for at least one random segment of at least 528 feet in length. Contractor and Government profilers will be cross correlated on the same day prior to the start of paving operations. Coordinate the profile verification date through the CO. At the preconstruction conference, provide the CO with a list of three or more possible dates in three or more different weeks that the profiler and operator will be available for cross correlation verification. The CO will determine the cross correlation segments. The minimum acceptable cross correlation value is 0.90. Equipment failing to obtain a cross correlation value of at least 0.90 shall not be used. Operate the inertial profiler in accordance with manufacturer's recommendations and AASHTO PP 50. Provide a lead-in distance, after reaching the testing speed, of at least 150 feet. Furnish personnel to provide flagging operations as may be required.

For all pavement roughness types measure the pavement profile in both wheel paths and use an average IRI value. Immediately after obtaining the profile measurements provide the CO with an electronic file containing the profile data. The file shall be in an ERD format per AASHTO PP 50. Analysis of the profile data will be made using the latest version of the Profile Viewer and Analysis (ProVAL) software. The most current version can be downloaded at [www.roadprofile.com](http://www.roadprofile.com).

Areas of localized roughness will be identified using a report of continuous IRI with a base length of 25 feet. This will yield the IRI of every possible 25-foot segment. Any area for which the continuous report exceeds an IRI of 140 inches/mile will be considered a defective area requiring correction in accordance with 401.16(d).

A report of continuous IRI is defined as the roughness profile from “Profiles from Roughness”, TRR 1260, by M.W. Sayers. Its use for detection of localized roughness, as required here, is demonstrated in “Using a Ride Quality Index for Construction Smoothness Specifications”, TRR 1861, by M. Swan and S. Karamihas.

An IRI value will be determined for each 0.1-lane mile of traveled way. Cattle guards, bridges, driveways, parking areas, and turning or passing lanes, side roads and ramps less than 350 feet in length will be excluded from the calculation of IRI and determination of localized roughness. Straightedge excluded areas according to 401.16(c)

**(1) Type III pavement roughness (IRI measurements for reconstructed and new roads).** Measure the roughness of the final paved surface course. Defective areas are 0.1-mile segments with IRI values greater than 95 inches per mile or areas of localized roughness.

The pay adjustment factor for each 0.1-mile segment will be determined from Table 401-3.

**Table 401-3 Type III Pavement Roughness**

<b>IRI (inches per mile)</b>	<b>Pay Adjustment Factor (PAF)</b>
Less than 30.0	PAF = 12.500
30.0 to 59.9	PAF = 25 – 0.4167 (IRI)
60.0 to 65.0	PAF = 0.00
65.1 to 95.0	PAF = 81.25 – 1.25 (IRI)
Greater than 95.0	Rejected (1)

(1) Pay adjustment factors when corrections are not allowed equals minus 37.50.

**(2) Type IV, V, and VI pavement roughness (IRI measurements for overlay, recycle with overlay, or milling with overlay projects)** Measure the roughness of the existing surface no more than 30-days prior to the start of construction. The existing surface is the original surface before overlaying, recycling, or milling. The existing IRI will be used to determine the percent improvement for each 0.1-lane mile segment. Measure the roughness of the final paved surface course. Defective areas are areas of localized roughness, 0.1-lane mile segments having IRI values greater than the defective limits in Table 401-4, and surfaces with a pay factor less than 0.75 as determined under Subsection 401.19.

**Table 401-4  
Pavement Roughness**

Pavement Roughness Type	IRI – inches/mile	
	Upper Specification Limit	Defective Limit
V	70	100

The pay factor for roughness will be determined for each 0.1-mile segment length according to the following formula:

$$PFIRI = -0.00625(IRI) + (0.00625(USL) + 1.0) \leq 1.05$$

Where:

PRIRI = Pay factor for roughness.

IRI = International Roughness Index.

USL = Upper Specification Limit.

The maximum pay factor for roughness for any 0.1-lane mile segment will be 1.05. For overlay, recycle with overlay and milling with overlay projects determine the percent improvement. The percent improvement in IRI for each 0.1-lane mile segment length will be determined according to the following formula:

$$\text{Percent Improvement} = [(Original\ IRI - Final\ IRI) / Original\ IRI] \times 100$$

If the percent improvement for a 0.1-lane mile segment is less than zero then the maximum pay factor for roughness will be 1.0. When only one lift of asphalt concrete pavement is placed, if the percent improvement for a 0.1-lane mile segment is 25 percent or greater then the minimum pay factor for roughness for that segment will be 1.0. When multiple lifts of asphalt concrete pavement is placed, if the percent improvement for a 0.1-lane mile segment is 35 percent or greater then the minimum pay factor for roughness for that segment will be 1.0.

- (c) Type VII pavement smoothness/roughness (straightedge measurement).** Use a 10-foot metal straight edge to measure at right angles and parallel to the centerline. Defective areas are surface deviations in excess of 1/4 inch in 10 feet between any two contacts of the straightedge with the surface.
- (d) Defective area correction.** Correct defective areas from (a), (b), and (c) above. Obtain approval for the proposed method of correction. If no corrections are allowed, then bumps as defined by 401.16(a) and areas of localized roughness as defined by 401.16(b) will be assessed an additional deduction of \$500 per incident. For areas of localized roughness and bumps within 25-feet of each other longitudinally and in the same lane, only one deduction of \$500 will be assessed. No other adjustments or deductions will be made if corrections are not allowed.

Re-measure corrected areas according to the specified. The smoothness/roughness value obtained will replace the original value obtained will replace the original.

401.18. Add the following:

The roadway excavation required for Parkway pavement widening will not be measured payment.

401.19. Delete the last paragraph and add the following:

When the bid schedule contains a pay item for Superpave hot asphalt concrete pavement type III pavement roughness, a separate pay adjustment will be made. The dollar amount of the adjustment will be determined by summing the pay adjustment factors determined in Subsection 401.16 for each 0.1-mile and multiplying that sum by the contract unit bid price.

When the bid schedule contains a pay item for Superpave hot asphalt concrete pavement type IV, V, or VI pavement roughness, a separate adjustment will be made for pavement roughness according to the following formula:

$$A2 = 20,000(PFAVE - 1.00)(L)$$

Where:

A2 = Adjustment to contract payment in dollars for pavement roughness.

L = Total project length in lane miles of traveled way minus excluded areas.  
Measure the project length to 3 decimal places.

PFAVE = Average Pay Factor for roughness with respect to the upper specification limit determined according to Subsection 401.16(b) after completion of corrective work. The formula for PFAVE is as follows:

$$PFAVE = (PFIRI_1 + PFIRI_2 + PFIRI_3 + \dots PFIRI_i)/n$$

Where:

PFIRI<sub>i</sub> = Pay Factor for roughness for each 0.1-lane mile segment (i) determined according to Subsection 401.16(b).

n = Number of 0.1-lane mile segments tested.

### **Section 413.--ASPHALT PAVEMENT MILLING**

413.03. Add the following:

Obtain a 6-inch curb reveal after mill and overlay operations in all parking areas and on all bridges containing curb sections.

### **Section 414.—ASPHALT PAVEMENT CRACK AND JOINT SEALING**

**414.01.** Add the following:

This work includes sawcutting and sealing bridge expansion joints, joints at bridge approach slabs, and joints at bridge ends within the project limits.

This work also includes sawcutting and sealing of the wide (up to 3-inches) expansion joints at the Parkway bridge over Hwy 78 after mill and overlay operations as shown in the plans.

### **Section 601.—MINOR CONCRETE STRUCTURES**

601.03. Delete the first sentence and substitute the following:

Conform to Table 601-1 or furnish a concrete mix used locally by either a Federal or State agency for the construction of minor concrete structures, that also meets the minimum 28-day compressive strength requirement of Table 601-1.

601.03(i). Add the following:

“Black” coloring agent will be required for all the sidewalk, paved waterways, curb, inlets, and other minor concrete structures. Submit three preliminary sample panels with different coloring agent amount of 15 lbs, 20 lbs, & 25 lbs /cubic yard to the CO for final color approval. Furnish and cure panels in the same manner as each approved mix design will be at the site.

For sidewalk and wheelchair ramps, prepare a 3-foot by 3-foot by 4-inch test panel for the approved sidewalk and wheelchair ramp mix design. Finish the test panel to an exposed aggregate finish. Do not begin concrete work until the CO inspects and approves the appearance of the test panel and the concrete mix design 30 days after the test panel is constructed. The use of a high range water reducer or accelerator in the test panel is prohibited.

### **Section 602.—CULVERTS AND DRAINS**

602.03. Add the following:

Furnish culvert pipe from the following groups:

Reinforced concrete pipe, Class (*Class II minimum*)

**Section 605.—UNDERDRAINS, SHEET DRAINS, AND PAVEMENT EDGE DRAINS**

605.02. Delete the first and sixth materials and substitute the following:

Aluminum alloy corrugated pipe, Type III	707.03
Metallic coated corrugated steel pipe, Type III	707.02

605.02. Add the following:

Polymer-coated steel pipe	707.08
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**Section 609.--CURB AND GUTTER**

609.05. Add the following:

Provide Portland cement concrete curb matching the appearance (color, texture, and dimensions) of the existing curb being replaced.

**Section 615.—SIDEWALKS, DRIVE PADS, AND PAVED MEDIANS**

615.02. Add the following:

For truncated domes, use precast concrete panels similar in appearance to those manufactured by Hanover Architectural Products, see the following:

Detectable Warning Paver, color “Red”  
 Hanover Architectural Products, Inc.  
 240 Bender Rd., Hanover, PA 17331  
 Phone: (717) 637-0500  
 Fax: (717) 637-7145  
[www.hanoverpavers.com](http://www.hanoverpavers.com)

615.04. Add the following:

Construct the new sidewalk to match the appearance of existing sidewalks in the area.

**Section 624.—TOPSOIL**

624.02. Add the following:

If the topsoil is not obtained from an established pit, employ an archeologist to inspect the site and provide documentation from the State Historic Preservation Officer that no cultural resources are evident that would be impacted by borrowing topsoil from that site. Provide samples to a State Agricultural Extension Service Office to have the topsoil tested to determine what amendments are needed to ensure a good stand of turf grass is obtained.

624.04. Add the following after the second paragraph:

Where topsoil will be placed on slopes on which the character of the subsoil will not blend with the topsoil, work the topsoil into the subsoil to eliminate any slip-plane between the 2 materials and leave a sufficient cover of topsoil to ensure germination of the seed.

### **Section 625.—TURF ESTABLISHMENT**

625.01. Add the following:

The work does not include areas previously protected by soil erosion control measures according to Section 157, and upon which permanent suitable vegetation has started growth.

625.02. Add the following:

Ammonium nitrate                      713.17 (Do not use where native seed mixtures are used.)

Pesticide                                713.19

Use straw or wood cellulose fiber mulch that is “weed free”.

625.06. Add the following:

Apply limestone and fertilizer at the following rates:

<u>Item</u>	<u>Rate (pounds per acre)</u>
Agricultural Limestone (85 percent CaCO <sub>3</sub> ) or lime to bring the soil pH to 5.5. Follow standard soil testing procedures.	3000-4000 lb/acre
Fertilizer (0-20-20)	500 lb/acre
Fertilizer (13-13-13)	1,250 lb/acre

Apply ammonium nitrate at a rate of 50 lb/acre in one application after growth has begun in areas designated by the CO.

625.07. Add the following:

For all shoulders and areas to be mown, apply seed during the following seeding seasons and at the following rates per acre as follows:

Name of Seed	Rates and Seeding Seasons
	September through February
Bermuda grass, common (unhulled)	20 lbs
White Clover	25 lbs
K31-Tall Fescue	40 lbs

Annual Ryegrass	<u>15 lbs</u>
Total Seed	100 lbs

	March through August
Bermuda grass, common (dehulled)	30 lbs
White Clover	30 lbs
K31-Tall Fescue	25 lbs
Annual Ryegrass	<u>15 lbs</u>
Total Seed	100 lbs

**625.07 Seeding. (a) Dry Method.** Delete the first sentence and replace with the following:

Use a no-till drill equipped with a fluffy seed box to apply the seed.

**(b) Hydraulic method.** Add the following after the second sentence:

Apply the tracer material at a rate of 400 pounds per acre to provide visible evidence of uniform application.

625.08. Add the following:

Use straw or wood cellulose fiber mulch that is “weed free”.

625.08. Add the following:

Apply mulch at the rate as follows:

<u>Mulch</u>	<u>Rate</u>
<b>August 16-November 14</b>	
Straw (weed free)	<b>5000</b> lb/acre (1 to 2 inch mat)
<b>November 15-Feb. 29, &amp; June 1-August 15</b>	
Straw (weed free)	<b>2000</b> lb/acre (1/2 to 1 inch mat)
<b>March 1- May 30</b>	
Straw (weed free)	<b>1000</b> lb/acre (1/2 inch mat)

**625.08. Mulching. (b) Hydraulic method.** Delete the first and second paragraphs and substitute the following:

**(b) Hydraulic method.** In a separate application from the seed, use hydro-type equipment according to Subsection 625.07(b).

<u>Mulch</u>	<u>Rate</u>
<b>August 16-November 14</b>	
Wood or grass cellulose fiber	<b>2000</b> lb/acre

**November 15-Feb. 29, & June 1-August 15**

Wood or grass cellulose fiber 750 lb/acre

**March 1- May 30**

Wood or grass cellulose fiber 325 lb/acre

Apply mulch uniformly immediately after shaping and seeding. Anchor by light disking, cultipacking, walking down with tractor or by use of jute netting.

Apply pesticide at the first sign of armyworm infestation. Apply pesticide at the rate specified by the manufacturer by spraying with sufficient water for complete coverage. Agitate the mixture while spraying. Repeat application to control armyworms that reappear.

**Section 627.—SOD**

627.03. Add the following:

Furnish Bermuda grass or Tall Fescue, Kentucky 31 sod.

Lay Bermuda grass sod between April 1 and August 31. Lay Tall Fescue sod between September 1 and March 31.

627.05. Delete the last sentence of the first paragraph and substitute the following:

Grade the finished surface of the sod bed to a smoothness comparable to results obtained by hand raking, leaving it clean and free of stones over 1 inch in size, sticks, stumps, other debris and depressions that might interfere with proper placement or subsequent growth.

Apply fertilizer and agricultural limestone at the same rates specified in Section 625.

627.06. Add the following:

Thoroughly water the sod, immediately after installation, to a depth of 4 inches. Continue watering as needed, until fully established.

**Section 633.—PERMANENT TRAFFIC CONTROL**

633.01. Delete the second paragraph and substitute the following:

Sign panels are designated as aluminum.

633.02. Add the following:

**Brick for Sign System (Parkway Entrance Signs):** Queensize W/M L 200/232, ASTM C-652, Grade-SW, Type-HBA, manufactured by Boral Bricks, Inc. (or approved equal), Phenix City, AL, 334/291-0930, 800/241-1135, supplied by Old South Brick & Supply (or approved equal), 596 W. Mayes Street, Jackson, MS 39206, 601/366-8463

**Mortar for Sign System (Parkway Entrance Signs):** U.S. Buff 24, manufactured by Blue Circle Magnolia Colored Masonry Cement (or approved equal), 404/792-2361, 1-800/282-6350.

**633.03** Add the following to be applicable for Sign System (Parkway Entrance Signs) Pay item only:

**Entrance Signs Paint and Colors:**

- NPS Brown: Manufactured by Benjamin Moore, Moorgard exterior latex low luster paint, Federal Standard 595B, Color No. 20059(Brown), or approved equal.
- Gloss Black Enamel: Manufactured by Picco Paints, 281/447-8877, or approved equal.
- Chrome Yellow Enamel: Manufactured by Picco Paints, 281/447-8877, or approved equal.
- Dusty Pink (Peach): Manufactured by Sherwin-William, gloss industrial enamel, Code No. DIY2676. This is an old code but can be obtained at the Jackson, MS store at Terry Road and McDowell Street or via phone at 601/373-9522, or approved equal.
- Silver Gray: H&C Silicone Acrylic Concrete Sealer, exterior “silver gray” at 1/800/867-8246, or approved equal.

Apply the colors to the sign as follows:

Headboards (2): Use NPS Brown on front and back, sides, top and bottom. Use Chrome Yellow Enamel for the “ENTERING” on the front facing headboard only.

Main Sign: Use NPS Brown on the back, top, bottom and sides. Use Gloss Black Enamel for the “post rider” and “tree”. Use Chrome Yellow Enamel for “NATCHEZ TRACE PARKWAY” lettering. Use Dusty Pink (Peach) for the background (remainder of the sign). Use a rust inhibiting primer and two coats of Gloss Black Enamel for the ¼ inch thick by 2 inch wide strap iron, attachment screws and all other hardware related to the sign.

Concrete Support Posts: Use Silver Gray acrylic concrete sealer.

The NPS Arrowheads will be supplied by the National Park Service and will be available to the contractor when requested. Do not sandblast the portions of the sign immediately behind the arrowhead and immediately behind the hanging straps. Prior to the sandblasting operation, protect these areas similar to other areas on the sign which will not be sandblasted.

633.03. Add the following:

Paint supports, backs and edges of sign panels with Benjamin Moore, Moorgard, exterior latex low luster paint, Federal Standard 595B Color No. 20059 (brown), or approved equal.

Paint wood posts for “SOFT SHOULDER” permanent signs with two coats of Benjamin Moore, Moorgard, exterior latex low luster paint, Federal Standard 595B Color No. 20059 (brown), or approved equal. Do not paint steel posts.

Furnish aluminum sign panels.

Furnish corrosion resistant steel (2"x2" weathering steel) posts.

633.06. Delete the first sentence and substitute the following:

Attach object markers to the bridge rail ends using a primer/adhesive approved by the CO, according to the manufacturer's recommendation.

### **Section 634.—PERMANENT PAVEMENT MARKINGS**

634.03. Add the following to the first paragraph:

Place traffic markings before a winter suspension of paving operations.

634.03. Add the following:

Prior to placing striping in all parking areas, contact the CO for approval of the proposed parking stall striping layout.

Reestablish existing passing and no-passing zones, as shown in the Permanent Pavement Marking Schedule in the Plans, as directed by the CO.

634.08. Add the following:

This work includes placing durable permanent thermoplastic pavement markings on the approaches to bridges within the project limits, as shown in the plans. The Contractor must be certified by the marking materials manufacturer to install this type of pavement markings.

Install durable permanent pavement markings in accordance with manufacturer's recommendations. Place lines and bumps straight and square. Inspect the line initially, and again two weeks after placement, to ensure the material has cured properly. Remove all soft spots or abnormally darkened areas and replace with specification material.

If it is determined that the material is being placed too thin, or otherwise not to specification, make immediate adjustments to correct the problem. Do not allow the top of the line to be cupped, or lower than the wearing surface.

Durable permanent pavement markings applied by any method will be unacceptable if:

- The marking is not straight, not wide enough, or not true to line.
- The thickness of the line is inconsistent or less than specified.
- The top of the line is not smooth and uniform.
- Any lines or profile bumps are damaged prior to curing.
- Retro-reflectivity is too low.
- The material is uncured.
- The substrate is visible in the striped areas.
- Any profile bumps are missing or miss-shaped.
- Two or more profile bumps in a row are more than 3 mm (120 mils) deficient in height,

- measured above the wearing surface.
- Profile bump lead-in or lead-off is not present.
- Grooves in inverted-profile lines are not square and properly shaped.

Perform repairs using equipment similar to the equipment initially used to place the material. Do not perform repairs in a "patch-work" manner. If more than one repair is required in a single bridge approach (350 foot) section, grind and repair the entire section.

Provide for the safety and convenience of the public. Be responsible for protecting all applied markings from traffic until sufficiently dry to prevent damage or tracking by traffic movements. At a minimum, place cones or tubular markers by all markings. Additional protection may be necessary, as determined by the CO.

### **Section 635.—TEMPORARY TRAFFIC CONTROL**

635.03. Add the following:

For all signs and other devices requiring orange color, use fluorescent red-orange or fluorescent yellow-orange color.

635.03(i). Add the following:

Submit a certification that the devices have been successfully crash tested to meet the requirements of NCHRP 350 and/or have been accepted by the FHWA.

**635.05.** Delete the last sentence add the following:

Use type IV retroreflective sheeting for barricades on this project.

**635.07.** Delete the first sentence of the first paragraph and add the following:

Use type IV retroreflective sheeting for construction signs on this project.

**635.07.** Delete the last sentence and substitute the following:

Remove or completely cover all unnecessary signs, or signs that conflict with the construction signing or Traffic Control Plan. Cover signs that are not removed so that no part of the covered sign is visible to traffic. Provide sign covers for temporary signs meeting the following requirements:

- a) Large enough to completely cover the sign.
- b) Easy to attach to and remove from the sign without damaging the sign face. Do not use adhesives, glues, tapes, or mechanical fasteners that mar the sign face.
- c) Black, non-reflective, and opaque.
- d) Made of plywood (minimum of 3/8-inches thick), aluminum (minimum of 0.040 inches thick), or sheet metal of a sufficient thickness that the covering will not be lifted, bent or damaged by wind.
- e) Durable enough to resist deterioration due to weathering and atmospheric conditions for

the duration of the project.

Place construction signs (“Do Not Pass” and “Pass With Care”) at the beginning of passing and no-passing zones, prior to pavement milling (as shown in the Construction Sign Schedule of the Plans or as directed by the CO). Maintain these signs during the project pavement and shoulder work. Remove the signs after the permanent pavement markings are in place and when approved by the CO.

**635.08.** Delete the last sentence add the following:

Use type IV retroreflective sheeting for drums on this project.

**635.13.** Add the following:

Use only raised pavement markers as temporary pavement markings on this project.

635.17. Add the following:

Patch the travelway after milling to provide a smooth, uniform traveling surface before reopening travel lanes to traffic as directed by the CO.

635.26. Add the following after the first sentence:

Temporary traffic control includes, but is not limited to pilot cars, barricades, warning lights, cones, drums, construction signing, temporary pavement markings and flaggers. The pilot car will only be required for the work utilizing single-lane closures on the Parkway. The pilot car will not be required for the pavement repair work at MP 241 utilizing the Traffic Control Detour under Schedule C, and will not be required for work on the Hwy 145 Connector (Schedule D).

### **Section 637. — FACILITIES AND SERVICES**

637.02. Add the following:

Locate the Government field office off Government Property, as directed by the CO. Provide high-speed Internet access, as described in Subsection 637.03(a)(7).

Locate the field office where high-speed internet access, as described in Subsection 637.03(a)(6), is available. Locate the field office within 5 miles of the project site. In remote locations where high-speed Internet service is not available, the field office distance range may be extended or waived by the CO. All field office locations are subject to approval by the CO. Provide an indoor bathroom and hot and cold running water.

637.03. Delete the third and fourth sentences of the first paragraph and substitute the following:

Provide local and long distance telephone services. The Government will be responsible for the cost of long distance calls made by Government employees for Government business and charged against this phone service. Bill the Government separately for these charges.

637.03(a). Add the following:

Divide the field office into 3 areas by permanent walls with hinged doors. If window air conditioning is provided, provide a separate unit for each room.

Clean the field office weekly to the approval of the CO.

Supply the following equipment in the field office:

**(1) Copy machine.** One self-feeding plain paper photo copying machine with the following minimum capabilities:

- (a) Automatic document feeder capable of making at least 8 copies per minute;
- (b) Reproducing copies at standard sizes up to and including 11 x 17 inches; and
- (c) Reducing 11 x 17 inches plan sheets to 8 ½ x 14 inches legal size and to 8 ½ x 11 inches letter size.

Furnish all necessary supplies, except paper. Paper will be supplied by the Government.

**(2) Printer.** One plain paper printing machine with printing capabilities of standard sizes up to and including 11 x 17 inches. The printer must be capable of printing from direct personal computer (PC) and local area network (LAN) hookups. The printer may be one machine in combination with the copy machine. Furnish all necessary supplies, except paper. Paper will be supplied by the Government.

**(3) 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 x 17 inches;
- (c) Printing on plain paper; and
- (d) Automatic dial/redial.

The FAX machine may be one machine in combination with the copy machine. Furnish all necessary supplies, except paper. Paper will be supplied by the Government.

**(4) Telephone.** Two dual line telephones (touch tone, hold button, intercom, and conference calling capabilities) with 2 separate lines, for the exclusive use of the CO.

**(5) Answering machine.** One digital answering device capable of answering, recording, storing, and playing back messages at least 30 minutes in length.

**(6) Cellular telephone.** Three (3) durable, hand held digital/cellular wireless telephone(s), manufactured by Motorola/Nextel, or approved equal, for the use of the CO.

Furnish cellular telephone(s) that are similar or compatible with the Contractor's key field personnel (Project Superintendent, and Traffic Control Supervisor) to enable the direct communication between the CO and the Contractor's key field personnel. Furnish each cellular telephone(s) with the following minimum capabilities:

- (a) Direct Connect feature, or equivalent, to communicate onsite with Contractor's key field personnel;
- (b) Voicemail capable of answering, recording, storing, and playing back messages at least 30 minutes in length;
- (c) Hands free device that can be used safely and effectively while driving, and is acceptable by the local law enforcement agencies;
- (d) Customized communication configuration, independent of the other units, so that the CO may limit any features if necessary;
- (e) Carrying case that can be worn on the belt and is appropriate for use on construction projects; and
- (f) Other necessary cellular telephone accessories including a cigarette lighter power adapter/charger.

The cellular telephone plan shall provide the necessary amount of monthly Direct Connect airtime and monthly Digital/Cellular airtime for use on the project. Ensure that each unit has unlimited Direct Connect capabilities and each unit is equipped with a minimum of 600 minutes per month of local and long distance airtime for official business only.

**(7) High-speed Internet access.** Provide, install, and maintain high-speed Internet access service having at least 768kbps download and 256kbps upload speed. The high-speed Internet access service can be provided via DSL, FIOS, a dedicated T1 line, or cable. Alternate Internet access service options may be submitted to the CO for approval. The system must include a modem and a router with a firewall or a router and a firewall appliance. The system must have the capability to support simultaneous Internet access of at least 3 workstations connected by Category 6 RJ45 LAN office drop cables. If the router supports wireless Internet access, this feature must be disabled. Wireless Internet access does not meet U.S. DOT security requirements and is not acceptable. The firewall configuration must be submitted to the CO for approval and cannot be changed after it is approved, unless a change request is submitted and approved in advance. Only U.S. DOT equipment is to be connected to the system.

If any equipment supplied becomes defective, is stolen, or for any other reason does not function as intended, replace the equipment with an equal or better unit at no additional cost to the Government. Replace any defective equipment within eight hours after being notified by the CO.

The Contractor will retain ownership of all equipment supplied by the Contractor. The CO will notify the Contractor when the equipment is no longer needed and request its removal.

**Section 703.—AGGREGATE**

703.02. Add the following:

Gravel will not be permitted.

703.05(a). Delete items (3) and (4).

703.05(b). Add the following:

(3) Plasticity Index, AASHTO T90

3 Max

703.05(b). Add the following:

Material shall have a minimum California Bearing Ratio of 70 percent, as determined by AASHTO T 193 at 95 percent of maximum dry density in accordance with AASHTO T 180 (Method D).

703.05(b)(1) Add the following:

At the option of the Contractor, the gradation only of the aggregate base may conform to the requirements of Mississippi.

Section 703 – Aggregates, Subsection 703.07, Granular Materials, gradation requirements for Class 5, Group C as shown in the table under Subsection 703.07.2, Gradation, as specified in the 2004 edition of the Mississippi Department of Transportation, Standard Specifications for Road and Bridge Construction

**Section 713.—ROADSIDE IMPROVEMENT MATERIAL**

713.01. Add the following:

For furnished topsoil, submit a soil analysis report from the State University Agricultural Extension Service or other approved soil testing laboratory. Include in the report the soil textural classification (percentage of sand, silt, clay and organic matter) and additive recommendations.

Furnish topsoil for aggregate-topsoil course from Contractor sources.

713.02. Add the following:

Use a maximum of 0.17 pounds of limestone per cubic foot of topsoil in order to adjust an acidic condition.

713.03. Add the following:

Furnish fertilizer containing the following minimum available nutrients, unless soil analysis

indicates higher concentrations are required:

Total nitrogen	10 percent
Available phosphoric acid	10 percent
Water-soluble potash	10 percent

713.05(e). Delete the Subsection and substitute the following:

**(e) Filter berm compost.** Where seeding or planting is planned or where biological filtration may be desired, use compost material derived from well composed organic matter source, or in combination with filter berm mulch (maximum of 50 percent). The compost material shall be an organic substance produced by the aerobic (biological) decomposition of organic matter. The compost material shall not contain any visible admixture of refuse and other physical contaminants, nor any material toxic to plant growth. Composted matter may include, but is not limited to, leaves and yard trimmings, biosolids, food scraps, food processing residues, manure and/or other agricultural residuals, forest residues and bark, and soiled and/or unrecyclable paper. Provide a list of the feedstock by percentage in the final compost product. The use of mixed municipal solid waste compost or Class B Biosolids (as defined in 40 CFR part 503) is not allowed. Compost materials furnished shall meet all applicable Federal (40 CFR part 503 Standards for Class A Biosolids) and Texas Natural Resources Conservation Commission (TNRCC) health and safety regulations (TAC Chapter 332).

Furnish filter berm compost conforming to the following:

- (1) pH 5.5 to 8.5
- (2) Particle size - 98% passing one (1) inch sieve, 90% passing  $\frac{3}{4}$  inch sieve, and not more than 40% passing the  $\frac{3}{8}$  inch sieve. Material shall not exceed four inches in length.
- (3) Moisture content < 60%
- (4) Organic matter > 70%
- (5) Man-made foreign matter < 1% by dry weight
- (6) The compost portion shall not resemble the raw material from which it was derived.
- (7) Volume of recycled materials  $\geq$  65%
- (8) Meet time and temperature standards according to TAC Chapter 332 Subchapter B Part 23 to control noxious weeds, pathogen and vector attraction.
- (9) Applicable Federal, State, county, and local health regulations.
- (10) Maturity. Classified as "finished" in accordance with the Solvita Compost Maturity Test or an approved equal. The Solvita Compost Maturity Test is available from:

Woods End Research Laboratory Inc  
 Box 297  
 Mt. Vernon, Maine 04352  
 1(800) 451-0337  
 E-mail: Info@woodsend.org

Submit a material sample to the CO for approval prior to use.

713.05. Add the following after 713.05(h):

(i) **Shredded Hardwood Mulch.** Furnish aged hardwood mulch, dark brown to black in color, with a particle size of less than 3 inches, a neutral pH, and free of sticks, stones, clay, or other matter which may injure plants.

713.10. Add the following:

Cut Bermuda grass or Tall Fescue, Kentucky 31 sod to a depth equal to the growth of the roots, but not less than 1 inch.

713.13. Add the following:

(e) **Filter Berm Sock.** Furnish a filter sock for a filter berm to hold compost material from a 3 mil tubular HDPE knitted mesh netting material, as manufactured by Filtrexx International, LLC, or approved equal.

Add the following after Subsection 713.18:

**713.19. Pesticide.** Pesticides to control armyworms are *Bacillus Thuringiensis* - Berliner, Bactospeine, Biotrol, BTB, BTV, Dipel, and Thuricide, as manufactured by Nutrilite Products, Inc., and Bioferm Corporation.

#### **Section 718.—TRAFFIC SIGNING AND MARKING MATERIAL**

718.12(b). Delete the first sentence of this subsection and add the following:

Furnish a fungus resistant type IV retroreflective sheeting with a class 1 or 2 adhesive backing conforming to ASTM D 4956.