

Contract No.:



U S DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

EASTERN FEDERAL LANDS HIGHWAY DIVISION

**PROJECT PRA-CHOH 102 (1)
CHESAPEAKE AND OHIO CANAL NHP**

SOLICITATION

IFB NO.: DTFH71-08-B-00016

PMIS: 042973

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

**CONTRACTOR:
ADDRESS:**

STATE: MARYLAND

COUNTY: MONTGOMERY

PARK: CHESAPEAKE AND OHIO CANAL NHP

ROADWAYS:	STATIONS	FEET
Great Falls Entrance Road	10+00 to 73+23.7	6323.7
Parking Lot	50+00 to 67+50.8	1750.8
PROJECT LENGTH TOTAL:		8074.5

TYPE OF IMPROVEMENT:

Pavement rehabilitation and widening of Great Falls Entrance Road, pavement rehabilitation and reconstruction of parking areas, drainage work, underground relocation of electric and telephone overhead utilities, and miscellaneous work

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

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Permits Obtained for this Project	14 Pages
Plans	166 Pages
Geotechnical Report	152 Pages

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

NOTICE TO BIDDERS

CONTRACT FORMAT

Bidders should note that the format of this contract is in accordance with Federal Acquisition Regulations (FAR), promulgated by the General Services Administration (GSA), effective April 1, 1984, including all applicable revisions. Applicable FAR provisions and clauses are incorporated in this contract by reference or full text as indicated in the provision and clause INDEX. FAR provisions and clauses incorporated by reference can be accessed on the Internet on the GSA website at www.arnet.gov/far/. Bidders are fully accountable for the content of all provisions and clauses, as such; failure to review them thoroughly before bidding does not relieve the bidder of responsibility to fully adhere to them.

PROPOSAL BOOKLET AND OFFER SUBMITTAL

It is the responsibility of the bidder to verify that this proposal is complete as listed in the Table of Contents. The bidder is responsible for submitting all required forms and documents with the offer. Bidders should use the Checklist for Bid Submittal included in this booklet to check that their bids are complete.

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 25%**. 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.

BID GUARANTEE

Reference FAR Provision 52.228-1, Bid Guarantee. 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.

A **bid bond** from a **corporate surety** must be from a surety acceptable to the Government as appearing on the Department of the Treasury's list of approved sureties. The **bid bond** must have an original signature and an embossed seal for the surety. If a **Power of Attorney** is required with the bid bond, the **Power of Attorney** should have an original signature of the surety or, an embossed seal for the surety company in the certification section. If the **Power of Attorney** form contains any language stating that the Power of Attorney can be revoked at any time, the document must contain an original signature or an embossed seal in the certification section.

HAZARDOUS MATERIALS IDENTIFICATION AND MATERIAL SAFETY DATA

As required by FAR Clause 52.223-3, Hazardous Materials Identification and Safety Data, the apparent low bidder must submit prior to award a Material Safety Data Sheet (MSDS's) for all hazardous materials that the bidder identifies if any) in paragraph (b) of this clause in the G-pages of this booklet. Failure to submit MSDS's may render the bidder ineligible for award of contract. The apparent low bidder should submit their MSDS's within two weeks after bid opening.

BONDING

Small business concerns and disadvantaged business enterprises may obtain assistance in securing necessary bonding for this project by contacting the office of the Small Business Administration located in their State.

ATTENTION

Minority, Women-owned, and Disadvantaged Business Enterprises (DBEs). 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>.

PAYMENT:

NOTICE TO BIDDERS

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

WEB-BASED DATABASE INPUT REQUIREMENTS

According to FAR Subpart 4.1102, prospective contractors **SHALL** be registered in the Central Contractor Registration (CCR) database **PRIOR** to the award of any contract. Access the following web site to register: www.ccr.gov.

According to FAR Subpart 4.1201, prospective contractors **SHALL** complete their Online Representations and Certifications Application (ORCA) at [http://orca.bpn.gov/](http://orca.bpn.gov) prior to the award of any contract and shall update them as necessary, but at least annually.

According to FAR Subpart 22.1306, prospective contractors **MUST** have filed the Annual Vets-100 Form in order to be eligible for a contract award. Access the following website to file this form online: <http://vets100.cudenver.edu/>.

PROGRESS PAYMENTS

See FAR Clause 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration. Contractors receiving payments under DOT contracts must be registered in the CCR. The EFT 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 their EFT information using the web-based CCR program at the following Internet address: www.ccr.gov.

Bidders are advised that under FAR Clause 52.232-5, Payments Under Fixed Price Construction Contracts, upon request, progress payments will include premiums paid by the Contractor to obtain performance and payment bonds as required under this contract. These payments shall not be made in addition to the contract price. As specified in the FP, "Section 151 - MOBILIZATION", payments for performance and payment bond premiums shall be included in mobilization.

WELFARE-TO-WORK INITIATIVE

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

INCREASING SEAT BELT USE IN THE UNITED STATES

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

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.efl.fhwa.dot.gov/contracting/Documents.aspx> or <https://www.fbo.gov/> (at QUICK SEARCH, type "EFLHD" and all available projects will be listed) to check for availability of bid documents or the Eastern Federal Lands Highway Division website:

<http://www.efl.fhwa.dot.gov/contracting/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:

NOTICE TO BIDDERS

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 the scheduled bid opening. All visitors must register with the receptionist in Room 100. A Government employee will collect the bids and escort visitors to a waiting room. 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-10)

- 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.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. Solicitation No. DTFH71-08-B-00016	2. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (<i>IFB</i>) <input type="checkbox"/> Negotiated (<i>RFP</i>)	3. Date Issued 07/16/2008	Page of Pages 1 OF 4
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. Contract No.	5. Requisition/Purchase Request No.	6. Project No. PRA-CHOH 102(1)
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7. Issued By: Federal Highway Administration Eastern Federal Lands Highway Division Loudoun Tech Center, Room 105 21400 Ridgetop Circle Sterling, Virginia 20166-6511	CODE: N/A:	8. Address Offer To: See Block 7
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9. FOR INFORMATION See Blocks 9A & 9B	A. Name: Peggy Schaad	B. Telephone No. (Include area code) (NO COLLECT CALLS) Email All Questions/Inquiries To: eflhd.contracts@fhwa.dot.gov
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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 Chesapeake and Ohio Canal National Historic Park, located in Montgomery County, Maryland 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-10.
- * Special Contract Requirements, Section J -1 through J-51.
- * Plans (Drawings), Sheets 1 through 166.
- * Geotech, Pages 1 through 152.

11. The Contractor shall begin performance within **10** calendar days and complete it within calendar days after receiving
 Award, Notice to Proceed. This performance period is mandatory, negotiable. (See * Continuation 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-96	12B. CALENDAR DAYS Within 14 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 **08/19/08**. 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 <i>(4 copies unless otherwise specified)</i> ➡	ITEM See Block 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 15 USC 637(a) () <input type="checkbox"/> 41 USC 253(c) ()
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	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return ___ copies to issuing office.)</i> 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 <i>(Contractor is not required to sign this document.)</i> 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 <i>(Type or print)</i>	31a. Name of Contracting Officer <i>(Type or print)</i>
30b. Signature	31b. United States of America
30c. Date	BY
	31c. Date

CONTINUATION OF SF 1442

Block 2:

This project is 100% 8(a) set-aside limited to those eligible firms located with Headquarters or bonafide offices in the state of Maryland. All other firms are deemed ineligible to submit bids for this local requirement.

Facsimile and electronic bids will not be accepted.

PHYSICAL DATA AVAILABLE FOR REVIEW

1. Manual on Uniform Traffic Control Devices for Streets and Highways, Millennium 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. Geotechnical Report
4. Permits
5. Utility Agreements

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. Interested parties must provide the Solicitation Number and the relevant project name with all requests and questions.

***Block 11:**

The maximum time for completion of the contract is * **690** 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 will be issued within 30 days following receipt of acceptable performance and payment bonds.

Block 12A:

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

CONTINUATION OF SF 1442

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 **\$2,000, 000 to \$5,000,000.**

Responsibility of bidders shall be evaluated in accordance with the information provided on the Bidder's Qualification Form, which is included as part of the bid documents.

BID SCHEDULE INSTRUCTIONS

PROJECT: PRA-CHOH 102(1)

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-9**. In case of multiplication errors, the Amount Bid for the item will be based on the Unit Bid Price.

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

Review Subsection 109.05 of the FP regarding scope of payment for direct and indirect payment work.

SCHEDULE OF WORK

The Bid Schedule is comprised of the following:

Schedule A – Pavement rehabilitation and widening of the Great Falls Entrance Road, with pavement rehabilitation and reconstruction of the parking areas. The work includes aggregate base, asphalt milling, asphalt pavement, drainage, concrete curb and gutter, utility relocations, and other miscellaneous work.

BIDDING OF CALENDAR DAYS

Determine the number of calendar days necessary to complete Schedule A work from Notice To Proceed to contract completion. **Specify the number of calendar days (NOT to exceed the maximum number of calendar days shown in Block 11 of the SF-1442)** in the space provided on the **Bid Summary** page. Failure to specify a number of calendar days for contract completion indicates the bidder accepts the maximum contract completion time 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 (SCR's). Specific work limitations may be (but are not limited to): holidays, weekends; rush hours; night work; no work periods; work or traffic control phasing. Bidders are 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 and plants). Bidders are also advised to consider time required for preparing material and drawing submittals, and the allowable Government review times for those submittals (Subsection 104.03 of the FP and SCR's). The total calendar days bid should also 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 \$2,200.00 per calendar day bid. The Contract Administrative Cost is only used to determine the Evaluation Total Price of Project.

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

BASIS FOR AWARD

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

Bid Total of Schedule A + Contract Administrative Cost of Schedule A

The number of calendar days specified by the successful bidder for the completion of Schedule A work will become the performance period for the contract.

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

Bid Schedule

Project: PRA-CHOH 102(1)
CHESAPEAKE AND OHIO

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION		
	ALL	Lump Sum	\$ _____
15214-0000	SURVEY AND STAKING, MISCELLANEOUS		
	ALL	Lump Sum	\$ _____
15301-0010	CONTRACTOR QUALITY CONTROL AND ASSURANCE		
	ALL	Lump Sum	\$ _____
15703-2000	SOIL EROSION CONTROL, TEMPORARY TURF ESTABLISHMENT		
	6.0 ACRE	\$ _____	\$ _____
15705-0100	SOIL EROSION CONTROL, SILT FENCE		
	10,500 LNFT	\$ _____	\$ _____
15705-0100	SOIL EROSION CONTROL, SILT FENCE (SUPER SILT FENCE)		
	1,500 LNFT	\$ _____	\$ _____
15705-0100	SOIL EROSION CONTROL, SILT FENCE (DIVERSION FENCE)		
	1,800 LNFT	\$ _____	\$ _____
15705-0500	SOIL EROSION CONTROL, TEMPORARY CULVERT PIPE		
	210 LNFT	\$ _____	\$ _____
15705-1700	SOIL EROSION CONTROL, FILTER BERM (LEVEL SPREADER)		
	20 LNFT	\$ _____	\$ _____
15706-0300	SOIL EROSION CONTROL, SANDBAG		
	2,400 EACH	\$ _____	\$ _____
15706-1000	SOIL EROSION CONTROL, INLET PROTECTION		
	8 EACH	\$ _____	\$ _____

Bid Schedule A

Project: PRA-CHOH 102(1)
CHESAPEAKE AND OHIO

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15706-1600	SOIL EROSION CONTROL, STABILIZED CONSTRUCTION ENTRANCE		
	2 EACH	\$ _____	\$ _____
15706-1800	SOIL EROSION CONTROL, TEMPORARY STONE OUTLET STRUCTURE		
	7 EACH	\$ _____	\$ _____
15706-2200	SOIL EROSION CONTROL, FILTER BAG		
	6 EACH	\$ _____	\$ _____
20102-0000	CLEARING AND GRUBBING		
	ALL	Lump Sum	\$ _____
20220-1000	REMOVAL, INDIVIDUAL TREE		
	8 EACH	\$ _____	\$ _____
20301-0080	REMOVAL OF BENCH		
	4 EACH	\$ _____	\$ _____
20301-0100	REMOVAL OF BOLLARD		
	12 EACH	\$ _____	\$ _____
20301-0800	REMOVAL OF DRINKING FOUNTAIN		
	1 EACH	\$ _____	\$ _____
20301-0900	REMOVAL OF FIRE HYDRANT		
	1 EACH	\$ _____	\$ _____
20301-1300	REMOVAL OF INLET GRATE		
	13 EACH	\$ _____	\$ _____
20301-1400	REMOVAL OF INLET		
	1 EACH	\$ _____	\$ _____
20301-1500	REMOVAL OF LIGHT POLE		
	1 EACH	\$ _____	\$ _____
20301-2000	REMOVAL OF PIPE END SECTION		
	2 EACH	\$ _____	\$ _____

Bid Schedule A

Project: PRA-CHOH 102(1)
CHESAPEAKE AND OHIO

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
20301-2400	REMOVAL OF SIGN 32 EACH	\$ _____	\$ _____
20301-2700	REMOVAL OF STRUCTURE (STAIRS) 1 EACH	\$ _____	\$ _____
20302-0300	REMOVAL OF CURB AND GUTTER, CONCRETE 9,730 LNFT	\$ _____	\$ _____
20302-2100	REMOVAL OF PIPE CULVERT 125 LNFT	\$ _____	\$ _____
20303-0300	REMOVAL OF CONCRETE (STAIRS) 30 SQYD	\$ _____	\$ _____
20303-1200	REMOVAL OF PAVED WATERWAY, ASPHALT 125 SQYD	\$ _____	\$ _____
20303-1600	REMOVAL OF PAVEMENT, ASPHALT 8,000 SQYD	\$ _____	\$ _____
20303-2300	REMOVAL OF PAVEMENT, CONCRETE 2,500 SQYD	\$ _____	\$ _____
20303-3100	REMOVAL OF SIDEWALK, BRICK 75 SQYD	\$ _____	\$ _____
20303-3200	REMOVAL OF SIDEWALK, CONCRETE 60 SQYD	\$ _____	\$ _____
20303-3300	REMOVAL OF SIDEWALK, STONE 950 SQYD	\$ _____	\$ _____
20305-2000	REMOVAL OF STONE MASONRY 18 CUYD	\$ _____	\$ _____

Bid Schedule A

Project: PRA-CHOH 102(1)
CHESAPEAKE AND OHIO

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
20401-0000	ROADWAY EXCAVATION 5,000 CUYD	\$ _____	\$ _____
20410-0000	SELECT BORROW 1,500 CUYD	\$ _____	\$ _____
20701-0700	EARTHWORK GEOTEXTILE, TYPE II-A 8,500 SQYD	\$ _____	\$ _____
25101-3000	PLACED RIPRAP, CLASS 3 100 CUYD	\$ _____	\$ _____
25302-1000	GABIONS, GALVANIZED OR ALUMINIZED COATED 110 CUYD	\$ _____	\$ _____
30101-1000	AGGREGATE BASE GRADING C 6,600 TON	\$ _____	\$ _____
40101-0500	SUPERPAVE PAVEMENT, 1/2-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL 8,500 TON	\$ _____	\$ _____
40101-0900	SUPERPAVE PAVEMENT, 3/4-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL 4,000 TON	\$ _____	\$ _____
40102-0500	SUPERPAVE PAVEMENT, 1/2-INCH NOMINAL MAXIMUM SIZE AGGREGATE, <0.3 MILLION ESAL, WEDGE AND LEVELING COURSE 1,000 TON	\$ _____	\$ _____
41301-0600	ASPHALT PAVEMENT MILLING, 2-INCH DEPTH 30,000 SQYD	\$ _____	\$ _____
41410-1000	CRACK, CLEANING AND SEALING 1,500 LNFT	\$ _____	\$ _____

Bid Schedule A

Project: PRA-CHOH 102(1)
CHESAPEAKE AND OHIO

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
41501-0000	PAVING GEOTEXTILE 8,000 SQYD	\$ _____	\$ _____
50101-0900	REINFORCED RIGID PAVEMENT, 8-INCH DEPTH, TYPE C SMOOTHNESS 425 SQYD	\$ _____	\$ _____
55506-0000	MISCELLANEOUS STEEL (EXTERIOR STAIRS NEAR RNAGER STATION) 1 EACH	\$ _____	\$ _____
60101-0000	CONCRETE (DUCTBANK) 850 CUYD	\$ _____	\$ _____
60103-0140	CONCRETE, HEADWALL FOR 24-INCH PIPE CULVERT 2 EACH	\$ _____	\$ _____
60103-2540	CONCRETE, HEADWALL FOR 6-INCH UNDERDRAIN 4 EACH	\$ _____	\$ _____
60201-0500	15-INCH PIPE CULVERT 112 LNFT	\$ _____	\$ _____
60201-0600	18-INCH PIPE CULVERT 316 LNFT	\$ _____	\$ _____
60201-0800	24-INCH PIPE CULVERT 60 LNFT	\$ _____	\$ _____
60210-0600	END SECTION FOR 18-INCH PIPE CULVERT 1 EACH	\$ _____	\$ _____
60210-0800	END SECTION FOR 24-INCH PIPE CULVERT 1 EACH	\$ _____	\$ _____
60401-0000	MANHOLE 1 EACH	\$ _____	\$ _____

Bid Schedule A

Project: PRA-CHOH 102(1)
CHESAPEAKE AND OHIO

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
60403-0100	INLET, TYPE 1 3 EACH	\$ _____	\$ _____
60403-1700	INLET, TYPE 6A 3 EACH	\$ _____	\$ _____
60405-0000	MANHOLE ADJUSTMENT 2 EACH	\$ _____	\$ _____
60409-0700	INLET TOP, METAL FRAME AND GRATE TYPE 6A 13 EACH	\$ _____	\$ _____
60501-0000	STANDARD UNDERDRAIN SYSTEM , 6 INCH 4,200 LNFT	\$ _____	\$ _____
60510-0800	6-INCH OUTLET PIPE 110 LNFT	\$ _____	\$ _____
60515-0400	UNDERDRAIN CLEANOUT, 6-INCH 2 EACH	\$ _____	\$ _____
60703-0000	CLEANING CULVERTS IN PLACE 1,200 LNFT	\$ _____	\$ _____
60901-1700	CURB, CONCRETE, 18-INCH DEPTH (TYPE C) 700 LNFT	\$ _____	\$ _____
60902-0600	CURB AND GUTTER, CONCRETE, 8-INCH DEPTH (TYPE B) 600 LNFT	\$ _____	\$ _____
60902-1100	CURB AND GUTTER, CONCRETE, 13-INCH DEPTH (TYPE A) 10,200 LNFT	\$ _____	\$ _____
60915-1000	WHEELSTOP, CONCRETE 11 EACH	\$ _____	\$ _____

Bid Schedule A

Project: PRA-CHOH 102(1)
CHESAPEAKE AND OHIO

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
61106-0000	FIRE HYDRANT 1 EACH	\$ _____	\$ _____
61501-0100	SIDEWALK, CONCRETE 2,000 SQYD	\$ _____	\$ _____
61501-0500	SIDEWALK, EXPOSED AGGREGATE CONCRETE 550 SQYD	\$ _____	\$ _____
61504-1000	ACCESSIBILITY RAMP, CONCRETE 30 SQYD	\$ _____	\$ _____
61505-1000	ACCESSIBILITY RAMP, CONCRETE (CONCRETE STAIRS AND RAILING) 2 EACH	\$ _____	\$ _____
61901-0000	FENCE (TREE PROTECTION) 900 LNFT	\$ _____	\$ _____
62401-0300	FURNISHING AND PLACING TOPSOIL, 4-INCH DEPTH 30,000 SQYD	\$ _____	\$ _____
62502-0000	TURF ESTABLISHMENT 30,000 SQYD	\$ _____	\$ _____
62901-1200	ROLLED EROSION CONTROL PRODUCT, TYPE 5.A 1,900 SQYD	\$ _____	\$ _____
63304-0900	SIGNS, ALUMINUM PANELS, TYPE 3 SHEETING 130 SQFT	\$ _____	\$ _____
63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID 22,500 LNFT	\$ _____	\$ _____
63403-0800	PAVEMENT MARKINGS, TYPE H (STRAIGHT ARROW) 80 SQFT	\$ _____	\$ _____

Bid Schedule A

Project: PRA-CHOH 102(1)
CHESAPEAKE AND OHIO

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63403-0800	PAVEMENT MARKINGS, TYPE H (ACCESSIBILITY SYMBOL)		
	162 SQFT	\$ _____	\$ _____
63501-0000	TEMPORARY TRAFFIC CONTROL (FLAGGER)		
	ALL	Lump Sum	\$ _____
63502-0700	TEMPORARY TRAFFIC CONTROL, CONE (TYPE 28-INCH)		
	30 EACH	\$ _____	\$ _____
63502-1300	TEMPORARY TRAFFIC CONTROL, DRUM		
	50 EACH	\$ _____	\$ _____
63502-2000	TEMPORARY TRAFFIC CONTROL, PORTABLE CHANGEABLE MESSAGE SIGN		
	1 EACH	\$ _____	\$ _____
63503-1000	TEMPORARY TRAFFIC CONTROL, PLASTIC FENCE		
	760 LNFT	\$ _____	\$ _____
63504-1000	TEMPORARY TRAFFIC CONTROL, CONSTRUCTION SIGN		
	150 SQFT	\$ _____	\$ _____
63601-3000	SYSTEM INSTALLATION, ELECTRICAL (GENERATOR, 3-PHASE, 50 KW, 120/208 VOLT)		
	ALL	Lump Sum	\$ _____
63610-0000	CONDUIT , 5 - INCH FIBERGLASS		
	37,000 LNFT	\$ _____	\$ _____
63610-1600	CONDUIT, 2-INCH, PVC		
	550 LNFT	\$ _____	\$ _____
63610-2800	CONDUIT, 4-INCH, PVC		
	38,000 LNFT	\$ _____	\$ _____
63623-1000	MANHOLE, ELECTRICAL		
	12 EACH	\$ _____	\$ _____

Bid Schedule A

Project: PRA-CHOH 102(1)
CHESAPEAKE AND OHIO

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
63623-2000	MANHOLE, TELEPHONE 12 EACH	\$ _____	\$ _____
63701-0000	FIELD OFFICE 1 EACH	\$ _____	\$ _____
64502-0000	LOCATE UTILITIES 6 EACH	\$ _____	\$ _____

TOTAL \$ _____

Submitted by: _____
Name of Bidder

BID SUMMARY

Project PRA-CHOH 102(1)
(Complete for Pages B-1 through B-9)

(1) Schedule A Bid Total (from Page B-9) \$ _____

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 \$2,200.00 per calendar day = \$ _____

Total Price of Project (for evaluation purposes only)

(1) Bid Total for Schedule A (1) \$ _____

+ (2) Contract Administrative Cost for Schedule A (2) \$ _____

= **EVALUATION 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

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
--------------------------------------------------------	---------------------------------------------------------------------	--------------------

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. <i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1. <i>(Seal)</i>

CORPORATE SURETY(IES)			
SURETY A	NAME & ADDRESS		STATE OF INC.
	SIGNATURE(S)	1.	LIABILITY LIMIT (\$)
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	
			<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 2005-26 on 06/12/2008)

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/

(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	
52.204-07	CENTRAL CONTRACTOR REGISTRATION	Aug-08	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))	Apr-08	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 2005-26 on 06/12/2008)

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	Jun-08	
52.227-01	AUTHORIZATION AND CONSENT	Dec-07	
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Dec-07	
52.227-04	PATENT INDEMNITY-CONSTRUCTION CONTRACTS	Dec-07	
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 2005-26 on 06/12/2008)

FAR & TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
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

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

FAR & TAR PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE	REMARKS
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 2005-26 on 06/12/2008)

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	May 08	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 2005-26 on 06/12/2008)

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/

(End of Clause)

FAR & TAR PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE	REMARKS
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

PROVISION	TITLE	DATE	REMARKS
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CONTRACT PROVISIONS INDEX
FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)
(Updated thru FAC 2005-26 on 06/12/2008)

FAR PROVISIONS INCORPORATED BY FULL TEXT					
PROVISION	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.204-08	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	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.
OTHER PROVISIONS INCORPORATED BY FULL TEXT					
PROVISION	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
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**

TELEPHONE: 703-404-6288

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

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

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

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

(End of Provision)

52.233-2 SERVICE OF PROTEST (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 by contacting: Mr. Daniel Copenhaver, Civil Engineer, Chesapeake and Ohio Canal National Historic Park, 1850 Dual Highway Suite 100, Hagerstown, MD 21740, Daniel.Copenhaver@nps.gov.

(End of Provision)

(End of Section E)

**FEDERAL ACQUISITION REGULATION AND
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**52.219-11
Special 8(a) Contract Conditions.
(Feb 1990)**

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the _____ [insert name of contracting agency] the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the _____ [insert name of contracting agency] shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the _____ [insert name of contracting agency].

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the _____ [insert name of contracting agency] Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of Clause)

**1252.219-71
Section 8(a) Direct Awards.
(May 2005)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business

Administration (SBA) and the Department of Transportation. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The responsible SBA district office is:

[To be completed by Contracting Officer at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contacting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8 (a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) To adhere to the requirements of 52.219-14, Limitations on Subcontracting.
(End of clause)

**1252.219-72
Notification of Competition Limited to Eligible 8(a)
Concerns - Alternate III.
(MAY 2005)**

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. (End of clause)

Far Subpart 22.9

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**Nondiscrimination Because Of Age
(Feb 1996)**

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

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

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

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

52.222-23

**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
28.0%	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:

MONTGOMERY COUNTY, MARYLAND

(End of Provision)

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**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

(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

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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:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			
[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]			

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

(End of Clause)

52.225-10

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.

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(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--

“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

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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--

(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.

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(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.

(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

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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 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

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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: MD20080016 05/30/2008 MD16

Date: May 30, 2008
 General Decision Number: **MD20080016** 05/30/2008

Superseded General Decision Number: MD20070016

State: Maryland

Construction Type: Highway

Counties: **Montgomery** and Prince George's Counties in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (Excluding tunnels, 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	02/08/2008
1	05/02/2008
2	05/09/2008
3	05/30/2008

CARP0132-002 05/01/2008

	Rates	Fringes
Piledriver.....	\$ 23.87	7.10

ELEC0070-004 05/05/2008

	Rates	Fringes
Street Lights, Traffic Signal and Traffic Signal Controls		
Groundmen.....	\$ 8.47	8.75%+4.75
Street Light Traffic Control Technician.....	\$ 19.48	8.75%+4.75

* ENGI0077-013 05/01/2008

	Rates	Fringes
Power equipment operators:		
Cranes (35 tons and above)...	\$ 28.74	7.17+a
Cranes (Under 35 tons).....	\$ 28.28	7.17+a
Mechanics.....	\$ 30.11	7.17+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther Kings Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

IRON0201-003 05/01/2008		
	Rates	Fringes
Ironworker (Reinforcing).....	\$ 26.15	12.08

SUMD2003-001 01/02/2003		
	Rates	Fringes
Carpenters (Including Formsetting).....	\$ 16.15	
Cement Mason/Finisher.....	\$ 15.11	
Electricians.....	\$ 27.33	4.94
Ironworkers, Structural.....	\$ 20.85	
Laborers:		
Air Tool Operators.....	\$ 11.35	
Asphalt Rakers/Luteman.....	\$ 13.05	
Concrete Saw.....	\$ 18.13	
Flagger/Traffic Control.....	\$ 12.60	
Landscape.....	\$ 10.05	
Mason Tender, Cement.....	\$ 11.93	
Pavement Marker.....	\$ 13.17	
Pipelayers.....	\$ 11.79	
Screed.....	\$ 14.46	
Unskilled.....	\$ 11.20	
Painters, Brush and Roller.....	\$ 23.00	
Power equipment operators:		
Asphalt Distributor.....	\$ 14.45	
Backhoes.....	\$ 17.46	
Bobcats.....	\$ 15.51	
Bulldozers.....	\$ 17.46	
Excavators.....	\$ 18.97	
Gradalls.....	\$ 18.03	2.76
Loaders.....	\$ 15.14	
Milling Machine.....	\$ 15.43	
Oilers.....	\$ 15.05	2.98
Pavers.....	\$ 15.70	2.35
Rollers.....	\$ 13.92	
Screed.....	\$ 14.90	
Sideman.....	\$ 11.17	
Sweeper.....	\$ 12.59	
Truck drivers:		
Dump.....	\$ 13.45	
Tack.....	\$ 15.28	
Water.....	\$ 12.72	

TEAM0639-006 03/07/2004		
	Rates	Fringes

Truck drivers:
Boom Truck

Two Axle/Tandem.....\$ 16.00 5.82+a

a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

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

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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.

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END OF GENERAL DECISION

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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.
(MAY 2008)**

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

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

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

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

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

(2) Submit this estimate to:

**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-96 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 25 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 CHOH 102 (1)**
CHESAPEAKE AND OHIO NATIONAL HISTORICAL PARK
NATIONAL PARK SERVICE

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.

101.03(a). Add the following:

IPCEA - Insulated Power Cable Engineers Association

101.04. Delete the definition for "Substantial Completion" and substitute the following:

Substantial Completion — For conventional highway work, the point at which all work is completed, all pavement structure and shoulder work is completed, and all permanent signing and striping is in place. In addition, all safety appurtenances within 10 feet of the traveled way is completed. For all other work, the point at which the CO determines the project can be safely and effectively used by the public without further delays, disruption, or other impediments.

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 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-builts, and monthly, at the estimate cutoff date, make the as-builts 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 working 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;
- (10) Final location, type and length of metal stairs, light poles and electrical conduit to the comfort station; and
- (11) As-built erosion control.

(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;

(3) Miscellaneous

- (a) Revisions to parking areas or turnouts;
- (b) Final location, type and length of curbs, sidewalks, etc.

(4) 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 25 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 have been obtained prior to construction by the CO:

- (a) Maryland Department of the Environment – Stormwater Management, and Erosion and Sediment Control.
- (b) Maryland Department of the Environment – National Pollutant Discharge Elimination System Notice of Intent (NOI).

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 after the third paragraph:

For the full duration of construction, protect the existing trees that are designated on the plans or 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) When directed by the CO, install and maintain wood slat tree planking around the trunks of trees that are located too close to the work area to permit the installation of wood slat fence.
- (d) Do not cut low-hanging branches, unless approved by the CO. Provide a qualified arborist to prune branches that are damaged or cause an obstruction, as designated by the CO. Immediately and properly trim any such cuts or accidental injuries to the bark or trunk. Perform this work at no additional cost to the Government.
- (e) Do not use trees as guys, anchors, crane stays or for any other such purpose.
- (f) If at any time the CO determines that the work is being conducted in a manner that unnecessarily impacts trees, immediately cease all work activities in that area.
- (g) Restore, repair, or replace all trees and shrubs damaged by unauthorized cutting, careless operation of equipment, or stockpiling of materials, with an equal number of trees and shrubs in the same caliper size as any damaged plants, as directed by the CO.
- (h) Maintain the protective fencing through the duration of the project, or until the CO approves its removal. 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.

107.04. Delete the text of this subsection in its entirety

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.

Section 108.—PROSECUTION AND PROGRESS

108.01. Add the following:

Night work and Saturday work may be required to complete the work within the contract time. Night and Saturday work will require approval from the CO with at least one week's notice.

Provide three (3) weeks notice to the CO, in writing, for any required power outages regardless of its duration. Have available for backup power supply to the Corps of Engineers pumps and facilities, a generator per Section 640.

Contain all construction activities within the project site, within the noted limit of disturbance, and shielded from public view as much as practical. Coordinate the location of staging, storage and parking areas noted in Section 156 to generally contain equipment and materials, to park construction vehicles and employee's personnel vehicles, and to house all construction trailers and the CO's field office. The area closest to the existing Tavern will be used for staging of materials only. Additional lay down areas for roadway construction that may be needed by the Contractor on a day-to-day basis are to be approved by the CO.

The Contractor will be responsible for policing the area within the project limits of all trash and debris. The Contractor will also be responsible for mowing the grass and snow removal within the project limits.

The pathway and sidewalk alignments shown on the plans require final approval by the NPS through the CO, after the Contractor stakes out the baseline alignments in the field. Adjustments to the trails will be at the direction of the CO.

The Contractor will phase the construction of the upper parking lot as to not displace any more than 25 percent of the parking stalls at any one time. The Contractor will provide accessibility for vehicles to maneuver throughout the accessible portion of the upper parking lot during construction.

The Contractor will provide safe pedestrian access to the Tavern area from the rotary and

concession area at all times.

Construction operations are limited as follows:

No work will be permitted on Sundays or National legal holidays.

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. 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

The price adjustment provisions are also applicable to these eligible pay items when the Government adds extra work to the Contract.

The provision will remain in effect throughout the duration of the contract. Enactment of the Asphalt Cement Price Adjustment Provision will only be considered when the **increase or decrease** in the price of asphalt cement as defined herein exceeds 10 percent.

The Asphalt Cement Price Adjustment Provision is intended to reduce but not eliminate the cost effects of price uncertainty to the Contractor and the Government for asphalt cement used in the construction of this contract. It provides for sharing by the Government in a portion of the Contractor's risk, which could result from unusual price fluctuations. The provision is not intended to compensate the Contractor for normal day-to-day fluctuations and seasonal changes or to serve as a guarantee of full compensation for asphalt cement price fluctuations.

PRICE INDEXES The Government will generate a monthly performance price index which may be obtained from the CO for asphalt cement using price data obtained from Poten and Partners, Inc. (PPI), which publishes a weekly report (Asphalt Weekly Monitor) on high and low selling prices for states in five regions throughout the United States including the East Coast/Northeast, the Mid-Continent/Midwest, the Gulf Coast/Mid South, the Rocky Mountains and the West Coast/Northwest. Weekly high and low selling price data reported for Maryland in the East Coast/Northeast Region will be averaged and used to establish a base price index, BPI, for this project and a monthly performance price index, MPPI, for the duration of the contract. These indexes are defined as follows:

- **BASE PRICE INDEX** The base price index, BPI, is the price index posted by the Government as determined by arithmetic average, as specified above, shown in the four weekly publications immediately preceding the bid opening. It is as follows:

BASE PRICE INDEX (BPI) FOR ASPHALT CEMENT
PER SHORT TON (TON) = \$ _____

- **MONTHLY PERFORMANCE PRICE INDEX** The monthly performance price index, MPPI, is the monthly price index at the time of performance of applicable work as determined by arithmetic average, as specified above, shown in the four weekly publications issued prior to the last Wednesday of the month (i.e. the monthly performance price index during which asphalt cement is used in the performance of applicable construction work).

PRICE ADJUSTMENTS Price adjustments are calculated by the Government for average conditions and are not intended to reflect the Contractor's actual purchase price. The ratio of the monthly performance price index and the base price index (MPPI/BPI) is calculated and used to determine price adjustments as follows:

- **No Price Adjustment** – When the ratio MPPI/BPI falls within the range of 0.90 to 1.10, no price adjustment will be made for any asphalt cement used in construction work performed during the relevant month.
- **Government Rebate** – When the ratio MPPI/BPI is calculated to be less than 0.90, the Government is due a rebate determined in accordance with the following formula:

$$\text{Government Rebate} = [0.90 - (\text{MPPI}/\text{BPI})] (\text{BPI}) (Q)$$

- **Contractor Payment** - When the ratio MPPI/BPI is calculated to be greater than 1.10, the Contractor is due additional payment determined in accordance with the following formula:

$$\text{Contractor Payment} = [(\text{MPPI}/\text{BPI}) - 1.10] (\text{BPI}) (Q)$$

The following definitions are applicable to both the Government Rebate and the Contractor Payment formulas:

MPPI = Monthly Performance Price Index for the month during which asphalt cement is used in the performance of applicable construction work.

BPI = Base Price Index that is established immediately preceding the bid opening.

Q = Quantity in metric tons of asphalt cement for eligible pay items that were used on the project during the progress payment period. The quantity will be calculated using the asphalt content of the approved mix design and the following formula:

$Q = \text{Asphalt Concrete Pavement metric tons placed} \times (\% \text{ Asphalt}/100)$

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.

No price adjustments will be made for work performed beyond the Government-approved Contract completion date.

The maximum allowable monthly and final price adjustment to the Contractor or rebate to the Government is limited to a (MPPI/BPI) ratio of 1.6 and 0.4, respectively.

FUEL PRICE ADJUSTMENT PROVISION

GENERAL The Fuel Price Adjustment Provision 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 motor fuel (both diesel and gasoline) consumed in the performance of applicable construction work. The price adjustment provisions are applicable only to those contract items listed as eligible pay items in Table 1 below, if gasoline and/or diesel are used as the primary fuel in the production of the affected items. The price adjustment provisions are also applicable to these eligible pay items when the Government adds extra work to the Contract.

The provision will remain in effect throughout the duration of the contract. Enactment of the Fuel Price Adjustment Provision will only be considered when the **increase or decrease** in the price of motor fuel as defined herein exceeds 10 percent.

PRICE INDEXES The Government will generate a monthly performance price index which may be obtained from the CO for Low Sulfur, No. 2 Diesel Fuel using price data obtained from the Oil Price Information Service (OPIS), which publishes a weekly report on gasoline and distillate reseller prices for major cities in five regions throughout the United States including the East Coast (PADD 1), the Midwest (PADD 2), the Gulf Coast (PADD 3), the Rockies (PADD 4) and the West Coast (PADD 5). Weekly average rack price data reported for Fairfax, VA in the East Coast Region will be averaged and used to establish a base price index, BPI, for this project and a monthly performance price index, MPPI, for the duration of the contract. These indexes are defined as follows:

- **BASE PRICE INDEX** The base price index, BPI, is the price index posted by the Government as determined by arithmetic average, as specified above, shown in the four weekly publications immediately preceding the bid opening. It is as follows:

BASE PRICE INDEX (BPI) FOR LOW SULFUR, NO. 2 DIESEL FUEL
PER GALLON = \$ _____

- **MONTHLY PERFORMANCE PRICE INDEX** The monthly performance price index, MPPI, is the monthly price index at the time of performance of applicable work as determined by arithmetic average, as specified above, shown in the four weekly publications issued prior to the last Wednesday of the month (i.e. the monthly performance price index during which motor fuel is consumed in the performance of applicable construction work).

PRICE ADJUSTMENTS Price adjustments are calculated by the Government for average conditions and are not intended to reflect the Contractor's actual purchase price. The ratio of the monthly performance price index and the base price index (MPPI/BPI) is calculated and used to determine price adjustments for eligible pay items as follows:

- **No Price Adjustment** – When the ratio MPPI/BPI falls within the range of 0.90 to 1.10, no price adjustment will be made for any motor fuel consumed in construction work performed during the relevant month.
- **Government Rebate** – When the ratio MPPI/BPI is calculated to be less than 0.90, the Government is due a rebate determined in accordance with the following formula:

$$\text{Government Rebate} = [0.90 - (\text{MPPI/BPI})] (\text{BPI}) (\text{Q}) (\text{FUF})$$

- **Contractor Payment** - When the ratio MPPI/BPI is calculated to be greater than 1.10, the Contractor is due additional payment determined in accordance with the following formula:

$$\text{Contractor Payment} = [(\text{MPPI/BPI}) - 1.10] (\text{BPI}) (\text{Q}) (\text{FUF})$$

The following definitions are applicable to both the Government Rebate and the Contractor Payment formulas:

MPPI = Monthly Performance Price Index for the month during which motor fuel is consumed in the performance of applicable construction work.

BPI = Base Price Index that is established immediately preceding the bid opening.

Q = Quantity of work on the project during the progress payment period for eligible pay items shown in Table 1 below. The Government, to agree with the units associated with the applicable Fuel Usage Factor, will convert work quantities, as necessary.

FUF = Fuel Usage Factor shown in Table 1 below applicable to both diesel and gasoline.

Table 1 – Eligible Pay Items For Price Adjustments and Associated Fuel Usage Factors		
Eligible Pay Items	Fuel Usage Factor U.S. Customary Units	Fuel Usage Factor Metric Units
Earthwork:		
Section 204 – Excavation and Embankment 20401 Roadway excavation 20410 Select borrow	0.30 gallons per cubic yard	0.39 gallons per cubic meter
Aggregate Courses:		
Section 301 – Untreated Aggregate Courses 30101 Aggregate base	0.70 gallons per ton	0.77 gallons per metric ton
Asphalt Pavements:		
Section 401 – Superpave Hot Asphalt Concrete Pavement 40101 Superpave pavement 40102 Superpave pavement wedge and leveling course	2.40 gallons per ton	2.65 gallons per metric ton
Concrete Pavements:		
Section 501 – Rigid Pavement 50101 Reinforced rigid pavement	0.60 gallons per square yard	0.72 gallons per square meter
* The Government, to agree with the units associated with the applicable Fuel Usage Factor, will convert work quantities, as necessary.		

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 exceed \$10,000. The Government will take a rebate when the deductive accrual exceeds \$10,000.

No price adjustments will be made for work performed beyond the Government-approved Contract completion date.

The maximum allowable monthly and final price adjustment to the Contractor or rebate to the Government is limited to a (MPPI/BPI) ratio of 1.6 and 0.4, respectively.

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)** 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(l). Delete items (9) and (10) and substitute the following:

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

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

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 through 155.09. Delete the Subsections and substitute the following:

Construction Requirements

155.02 General

(a) General format and purpose of the project schedule.

(1) Develop a network plan and schedule, demonstrating fulfillment of the contract requirements. Keep the network up to date and utilize the plan for scheduling, coordinating, and monitoring work under this contract. The network schedule shall be computer-generated using Primavera software or software that is file compatible with Primavera. The schedule shall be called the Critical Path Method - Project Schedule (CPM-PS).

Use the principles and definitions of the terms in The Association of General Contractors in America (AGC) publication "Construction Planning & Scheduling", copyright January 1994, except that this specification shall govern in the case of conflicts.

(2) Use the CPM-PS for coordination and monitoring of all work under this contract, including all subcontractors and suppliers. If a subcontract has not yet been awarded for a certain portion of the work, develop the schedule for that work. After any subsequent subcontract award, propose a revision to the CPM-PS to reflect any changes resulting from this new contractual arrangement.

(3) No construction work on the project (other than mobilization and traffic control) is allowed without an approved 60-day Preliminary Activity Schedule (PAS).

(4) No progress payments will be made until the Initial CPM Progress Schedule (Initial CPM-PS) has been approved.

(b) Contractor's Representative. At or before the Preconstruction Conference, designate an individual in the Contractor's organization who shall be the Contractor's authorized

representative responsible for the preparation, updating, and revision of the Project Schedule and who shall review and report progress of the project with and to the CO. This person shall be skilled in the application of computer network scheduling techniques on construction projects of the magnitude and complexity of this project.

(c) Weather Delays.

(1) Weather Delay Definitions.

(a) 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.

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

(c) 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.

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

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

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

(a) 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.

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

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

(3) 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:

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

(b) Rainfall occurred at a time when no weather dependent work was in progress or occurred during planned or unplanned shutdowns due to other circumstances such as equipment failure, strikes, material supplies, delays, etc.

(c) The Contractor was still working or able to work on weather dependent activities to the extent that less than 50 percent of the workday was lost due to weather.

If the net number of Actual Workdays Lost is greater than the Total Lost Days, then Unusually Severe Weather occurred during the month in question.

(4) 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.

(5) 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.

155.03 60-DAY PRELIMINARY ACTIVITY SCHEDULE (PAS)

(a) Requirement to Submit. At least 5 working days before the Preconstruction Conference, submit 5 copies of a 60-Day Preliminary Activity Schedule (PAS) to the CO for review and approval.

(b) Form. Submit the PAS in written narrative form and include a detailed breakdown of all contract activities scheduled for the first 60 calendar days after Notice to Proceed.

Include an overall description of site mobilization, all shop drawing and sample submittals, and the fabrication and delivery of key and long-lead procurement activities. Indicate intended submittal dates and realistic delivery dates for fabrication and delivery items. Provide sufficient time, in accordance with Subsection 155.03(c) for the CO to review, approve and dispatch each shop drawing or submittal after its receipt with the required information.

(c) Review and Approval of the PAS. The CO will respond in 14 calendar days to the PAS submission and either approve the PAS or request revisions. Provide the requested revisions in 7 calendar days.

(d) Effect of the PAS. Submission and use of an approved PAS does not relieve the Contractor from the requirement to provide and implement an approved Initial CPM-PS.

155.04 Initial (Baseline) CPM Project Schedule (Initial CPM-PS)

(a) Submission. Within 30 calendar days after the Notice to Proceed, develop a proposed initial CPM-PS and submit 5 hard copies of all CPM-PS documents and 2 copies of 3.5-inch high density computer diskettes containing the Primavera compatible files to the CO for review. The initial baseline CPM-PS shall reflect the Contractor's planned performance of the contract work including all contractual requirements (e.g. construction or traffic staging) and any physical constraints on the project. The initial baseline CPM-PS will be the basis on which any impacts from future contract modifications are determined. Proposed changes to the contractual requirements must be submitted, approved, and then may be included in revisions to the CPM-PS.

(b) Form and Requirements of the CPM-PS. The CPM-PS shall consist of a schedule diagram and supporting documents. The initial CPM-PS shall conform to the following:

(1) Prepare the schedule diagram using the activity-on-arrow diagram method (ADM) or the precedence diagram method (PDM). Depict the order and interdependence of all activities and the sequence of the work that will be accomplished by the Contractor in coordination with its subcontractors. Show how the completion of predecessor activities restricts the start of successor activities.

(2) Cover all activities required by the contract, including both construction and non-construction. To the extent feasible, define and relate an activity (or groups of activities) to contract pay items.

(3) The CO may require that unreflected items, or components of work within an item, be added to the diagram as separate activities, based on what the CO considers to be reasonable for a project of this scope and complexity.

(4) Failure to include in the CPM-PS any elements of work required for performance of the contract will not excuse the Contractor from completing all work required by the contract by the contract completion date.

(5) The CPM-PS shall begin with the date of issuance of the Notice to Proceed and conclude with the contract completion date established in the contract. Float or slack time within the CPM-PS is not for use or benefit of either party, but is a jointly owned, expiring project resource available to both parties as needed to meet the completion date established in the contract. No time extensions will be granted nor delay damages paid until a delay occurs which impacts the project's critical path, consumes all available float, and extends the work beyond the contract completion date.

(6) Supporting documents shall include a submittal list, written narrative, tabulated schedule, and weather Table 155-1.

(c) A Time-Scaled Network Logic Diagram shall be submitted for the initial CPM-PS. Include the following on the schedule diagram:

(1) All activities including those covered by the PAS. Include activities for correcting

punchlist items and general cleanup.

- (2) Show all activity nodes or boxes, activity IDs, activity descriptions, and durations.
- (3) Group the activities independently by area (i.e. separate distinct bridges or roadways) and by type of work (e.g. submittals, utilities, roadway, bridge).
- (4) Include a concise description of the work represented by each activity, which shall be placed at or near the event node or box for each activity. If the project is of sufficient complexity that the concise description cannot be legibly placed on the diagram, submit a tabulation of all activities by their event node or box numbering and description.
- (5) Code each subcontractors' activities so that their activities can be shown separately as well as cumulatively.
- (6) Construction activities shall have durations of whole working days, with a maximum duration of 25 working days each. Divide activities with longer durations into subgroups of activities not exceeding 25 working days in duration. Indicate logical start and end points (e.g. stationing, staging, etc.) for each subgroup.
- (7) Non-construction activities may have durations exceeding 25 working days consistent with the contract. Non-construction activities include mobilization, all shop drawing and sample submittals, and the fabrication and delivery of key materials. Indicate intended submittal dates and realistic delivery dates for fabrication and delivery activities. Provide the required times for CO review, approval, and dispatch of each submittal and resubmittals. Where no times are specified, provide 14 calendar days for the review, approval, and dispatch of each submittal and resubmittals after receipt by the CO.
- (8) Indicate the total number of anticipated working days to complete each activity of work.
- (9) Identify the critical path on the diagram.

(d) Supporting documents

- (1) **Submittal List.** Submit a list of all drawing and sample submittals required for the entire contract period. Include:
 - (a) Contractor Quality Control Plan;
 - (b) Asphalt Mix Designs;
 - (c) Concrete Mix Designs;
 - (d) Bridge Falsework and Formwork Designs;

- (e) Manufactured Items;
- (f) Test Panels;
- (g) Contract Specialty Items.

(2) Include the following information for each submittal:

- (a) Bid Item Number;
- (b) Item Description;
- (c) Related Activity ID Number and Description from the CPM-PS;
- (d) Planned Date of Initial Submittal;
- (e) Planned Date of CO's Initial Response;
- (f) Comments.

(3) Written Narrative. Provide a written narrative describing the rationale and assumptions utilized in the development of the proposed CPM-PS schedule. The narrative will serve, in conjunction with the diagram, as the basis for the CO's review and approval of the CPM-PS. This narrative should use the schedule diagram as the basis of all schedule-related comments, referencing specific activities by number and description. Include the following in the written narrative:

- (a) A description of the planned critical path and the general sequence of work.
- (b) Information and references to adequately define the scope of work included in each major activity type (e.g. roadway excavation, aggregate base course). This would include such information as station numbers, location, etc.
- (c) A description of the resource loading planned for use in the performance of the work for each major activity. The Contractor's determination of major activities is subject to approval by the CO. The description should include manpower allocation by types of labor and crew size, types and number of equipment and any special equipment, materials, and subcontractors involved.
- (d) A description of the basis (including the resource loading above) for the calculation of the duration for all major activities, to be stated as quantity production rates (e.g. cubic feet of excavation per day, etc).
- (e) A description of planned workdays per week (Monday through Friday, or Saturday), number of shifts per day, and number of hours per shift.

(f) A description of the assumptions used in converting working days to calendar dates; including anticipated holidays, non-work (idle) days, Contractor scheduled winter shutdowns, contract constraints, and weather constraints as determined in Subsection 155.02(c).

(g) Identify the subcontractor or supplier performing an activity and identify their activity codes used on the schedule diagram. State all assumptions made in the scheduling of the subcontractor's or supplier's work.

(h) Describe expected and critical delivery dates for equipment or material that can affect timely completion of the project.

(i) Describe critical completion dates for maintaining the construction schedule.

(j) A description of any organizational limitations such as resource constraints or subcontractor commitments, which limit scheduling flexibility.

(k) Ensure that there is no conflict between the diagram and the narrative. The CO's approval of the CPM-PS does not waive this responsibility.

(4) Tabular schedule. Provide a computer generated tabular schedule using the Classic Schedule Report format sorted by early start and total float. The tabular schedule shall include the following data: activity ID, original and remaining duration, activity percent complete, subcontractors codes, activity description, early and late schedule dates, and total float. Two copies of the computer diskettes containing this data shall be submitted with the CPM-PS along with the hard copy printouts of this tabular schedule.

Other tabular schedule report formats may be requested to analyze CPM-PS revisions or time impacts.

(5) Reasonably Predictable Weather. Submit a completed Table 155-1 using 10-year historical weather data from the nearest NOAA weather data collection station (see Subsection 155.02(c)).

(e) Review and Approval of the Initial CPM-PS

(1) Within 21 calendar days of receipt of the proposed CPM-PS, the CO will either approve the proposed CPM-PS or convene a Joint Review Conference at which the CO and the Contractor will discuss corrections and adjustments to the proposed CPM-PS. If any corrections or adjustments to the proposed CPM-PS are agreed upon or directed by the CO based on this review, adjust the CPM-PS and submit to the CO for review and approval within 14 calendar days after the date of this meeting. No progress payment will be made until an initial baseline CPM-PS is approved.

(2) When an initial baseline CPM-PS is approved, the CO will return an approved copy

of the CPM-PS to the Contractor. This approved CPM-PS with its supporting documents becomes the CPM-PS of Record. Thereafter, implement and execute the work under the contract in accordance with this schedule, unless, a revision to this schedule is approved by the CO. An approved updated or revised CPM-PS becomes the current CPM-PS of Record. The current CPM-PS of Record will be considered the Contractor's work plan for completing the entire contract.

155.05 CPM-PS Updates

(a) Definition of a CPM-PS Update. A CPM-PS Update is a normal monthly updating of the current CPM-PS of Record with no changes in the schedule logic or activities and no changes to the critical path. An Update shall reflect work completed to date, as well as the Contractor's projection of work yet to be completed. A normal Update should show the project being completed by the Contract Completion Date.

An Update may show negative float in the schedule (i.e. the actual completion occurs later than the Contract Completion Date). Receipt of an Update with negative float does not constitute agreement by the Government with the revised completion schedule. The reason for late completion (Government, weather, or Contractor caused delay) must be clearly explained in the written narrative. Any change to the CPM-PS of Record regarding work that is still to be completed, can only be effected by a CPM-PS Revision, including a Time Impact Analysis.

Negative float due to Contractor caused delay may result in the following actions by the CO: a request for a revision to the schedule to meet the Contract Completion Date; retent withheld from progress payments; assessment of liquidated damages; issuance of a cure notice; or termination.

(b) Timing of Updates. Monthly job site meetings to review progress and payment quantities will be held on a date mutually agreed to by the CO and the Contractor. Submit a CPM-PS Update to the CO 3 working days before the meeting date.

(c) Form and Requirements of the CPM-PS Update. Submit the following:

(1) Tabular Schedule (Classic Schedule Report), updated as follows:

- (a)* Actual finish dates for completed activities;
- (b)* Remaining duration required to complete each activity started, or scheduled to start, but not completed;
- (c)* Float remaining for each activity;
- (d)* Percentages for completed and partially completed activities;
- (e)* The CO may request additional tabular schedules using different sort parameters.

- (2) The Submittal List updated as follows:
- (a) Actual date(s) of initial (and all subsequent) submittal(s);
 - (b) Actual date(s) of CO's initial (and subsequent) response(s);
 - (c) Status of CO's initial (and subsequent) response(s) (i.e. Approved, Rejected, Approved As Noted, etc.)
 - (d) Comments.

(3) Written narrative. Identify all changes made to the schedule since the last update. Describe any issues that occurred in the previous month impacting the schedule (e.g. delaying factors and their estimated impact on performance of other activities and completion dates; weather delays; and an explanation of corrective action taken or proposed). Describe any changes in the resource loading.

(4) Provide an updated Time-Scaled Logic Diagram when requested by the CO.

(d) Review and Approval of the CPM-PS Update

(1) The CO will review and approve the CPM-PS Update within 7 calendar days or return it for corrections. The approved CPM-PS Update shall become the current CPM-PS of Record.

(2) No monthly progress payment will be made until a CPM-PS Update is approved.

155.06 CPM-PS Revisions

(a) Definition of a CPM-PS Revision. A CPM-PS Revision reflects a significant change to the schedule logic, schedule activities, activity durations or some other modification to the schedule of planned work. Activities performed out of sequence from the CPM-PS of Record affecting the critical path will require a CPM-PS Revision.

(b) Timing of a Revision. Submit proposed revisions to the CPM-PS in writing, as they are determined necessary by either party. A revision shall be submitted in conjunction with any contract modification that affects the CPM-PS of Record. Submission of a proposed CPM-PS Revision will not in itself be considered to be Notice to the CO of a delay or disruption, or of any other basis for a change under the Contract. Refer to the notice requirements in other sections of the Contract. Continue to submit monthly CPM-PS Updates to the current CPM-PS of Record until a CPM-PS Revision is approved.

(c) Form and Requirements for Submitting a Proposed CPM-PS Revision. Submit the following:

(1) Written narrative. All proposals to revise the CPM-PS shall include a written narrative describing the changes to the critical path and any logic revisions or modifications to the schedule, including, but not limited to, changes in the resource loading, in durations, in specifications, in subcontractors, the addition or deletion of work, increased or decreased quantities, defective work, and acceleration of the work.

Delays and disruptions, which are ongoing and of uncertain duration as of the date of the proposed revision, shall be identified. When any delays or disruptions have occurred which are the contractual responsibility of the Contractor (i.e. which do not entitle the Contractor to a time extension under the terms of the Contract), advise the CO of the proposed efforts to return the project to a schedule consistent with the terms of the Contract--including the commitment of additional resources or other appropriate action. If this is not possible, advise the CO of the extent to which completion dates or other terms of the Contract will not be met so the Government may evaluate its options under the terms of the Contract.

(2) Time Impact Analysis. Submit a Time Impact Analysis according to Subsection 155.07.

(d) Execution of a Proposed CPM-PS Revision. When the parties agree to a proposed CPM-PS Revision, submit 5 hard copies of the revised CPM-PS and 2 copies of the computer file diskettes within 7 calendar days after the parties reach agreement. The revised CPM-PS shall include all of the items required by Subsection 155.04(b), plus a narrative description of the basis for the approved revisions to the CPM-PS. The approved CPM-PS Revision shall become the current CPM-PS of Record.

155.07 Time Impact Analysis

(a) General. A Time Impact Analysis is the procedure by which the Contractor demonstrates the effect of specific time impacts on the overall project CPM-PS. Time impacts may result in an increase or decrease in contract time.

If the Contractor does not submit a Time Impact Analysis, it is mutually agreed that the particular event does not require an extension of time to the Contract Completion Date, and the Contractor waives its right to subsequently request a time extension.

Once any Time Impact Analysis is approved by the CO, both parties agree to waive any rights to re-evaluate the impacts, evaluated therein, at a later date.

(b) Situations Requiring a Time Impact Analysis

(1) CO Requested Contract Modifications. When requested by the CO in connection with a proposed contract modification, prepare a proposed revision to the CPM-PS of Record with a Time Impact Analysis reflecting, in detail, the anticipated impact of the contract modification. This revised CPM-PS will be used as a basis to modify the contract time resulting from the contract modification.

(2) Time Impacts of a Contractor Proposed Contract Modification. When notification of a Contractor proposed contract modification is given which may result in a time impact under the terms of the contract, (see Subsection 155.07(d)), identify the events and provide written notice to the CO within 7 calendar days after the commencement of the alleged time impact. This notice shall detail the contractual basis for the time impact.

Within 14 calendar days after the end of the time impact event, for which the Contractor has given notice, submit a Time Impact Analysis which reflects and analyzes the alleged event or contract modification.

(3) Weather Delays. Submit a Weather Time Impact Analysis for alleged weather delays according to Subsection 155.02(c).

(c) Form and Requirements of a Time Impact Analysis. Consecutively number each Time Impact Analysis. Include in each Time Impact Analysis, the following documents or information:

(1) The CPM-PS of Record at the time of the alleged impact (Affected CPM-PS).

(2) Narrative Impact Analysis. Provide a detailed narrative description of each alleged impact event. The alleged impact to each and every specifically affected activity in the Affected CPM-PS shall be described in detail, including how each activity referenced in the Time Impact Analysis reflects the alleged impact. This narrative shall describe:

(a) The cause of the impact;

(b) The start date of the impact;

(c) The duration of the impact, specifically describing how Contractor caused delays were deleted from the analysis;

(d) The activities affected; and

(e) Whatever methods the Contractor can employ, at no or minimal cost to the Government, to re-sequence or reschedule the work to mitigate the delay.

(3) As-Propriely Impacted Schedule. Revise the Affected CPM-PS to show the impact of the activities identified in Subsection 155.07(b), including any re-sequencing which would mitigate the delay. If the contract completion date is delayed, note the amount of the requested time extension as a request for a delay to that date.

(d) Analysis of a Time Impact

(1) General.

- (a) Any request for an extension of the contract time will be determined by the CO's review of the Time Impact Analysis' effect on the Affected CPM-PS;
- (b) Activity delays will not automatically mean that an extension of the Final Contract Completion Date is warranted or due. A Contract Modification or delay may not affect existing critical activities or cause non-critical activities to become critical, but may result in only absorbing a part of the available total float that may exist within an activity chain of the Network, thereby not causing any effect on the Final Contract Completion Date.
- (c) Only delays to activities which affect the Contract Completion Date will be considered for a time extension. The extension of the specified completion date will be based upon the actual number of calendar days the Contract Completion Date is adjusted.
- (d) Extensions of time to the Contract Completion Date under the FAR Clauses 52.243-4, Changes; 52.236.2, Differing Site Conditions; or 52.212-12, Suspension of Work, will be granted only if requested in writing by the Contractor within the applicable notice period.
- (2) Float.** No extension to the Contract Completion Date will be issued for work performed on activities with available float. Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). Float is a shared commodity, not for the exclusive use or benefit of either party. Either party has the full use of the float until it is depleted. Float may be consumed by the Contractor through routine operational considerations; by the Government through contract modifications, or other actions, which are its responsibility; or by unusually severe weather, strikes or other actions which are the responsibility of neither the Contractor nor the Government. Each updated or revised CPM-PS shall depict float as it is currently projected. Once all or part of this float has been consumed, it will no longer be an issue with respect to subsequent events.
- (3) Contractor's Duty to Mitigate.** It is the Contractor's duty to attempt to mitigate delay. Analyze and discuss what measures the Contractor plans to take to mitigate delay. Include as a minimum those items of no cost to the Government. Accompany any measures which are alleged to increase cost, such as additional staffing or equipment, by corresponding rationale and assumptions which analyze the additional requirements. In addition, any Time Impact Analysis which does not include a discussion of the feasibility of re-sequencing future work to mitigate delay at no cost to the Government will be rejected.
- (e) Extensions to Contract Dates.** The Government desires all contract work (including all work associated with an approved time impact analysis) to be completed by the Contract Completion Date. Therefore, any time extensions to the Contract Completion Date will require a contract modification. In addition, no increased cost will be paid to the contractor

to accelerate the work unless the Contractor has expressly notified the Government under FAR Clause 52.243-4, Changes, and a contract modification has been issued.

(f) Execution of the Time Impact Analysis. Incorporate approved logic changes or time extensions into the CPM-PS by or before the next monthly meeting.

155.08 Failure to Maintain Sufficient Progress. The Contractor shall furnish sufficient forces, offices, facilities, and equipment, and work such hours, including multiple shift and overtime operations, as is necessary to ensure progress consistent with the requirements of the contract and the current CPM-PS of Record.

The currently approved CPM-PS of Record will be used to evaluate progress as required by FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts. If the Contractor's actual progress is less than that required by the currently approved CPM-PS of Record for completion by the Contract Completion Date, 10 percent of the amount of all progress payments will be withheld until completion, or until progress is improved for completion by the Contract Completion Date.

If the Contractor fails to improve progress for completion by the Contract Completion Date, the Government may exercise its rights and options pursuant to FAR Clause 52.249-10, Default (Fixed-Price Construction), including the issuance of a Termination for Default.

Measurement

155.09 Measure the Section 155 items listed in the bid schedule according to Subsection 109.02.

Payment

155.10 The accepted quantities will be paid at the contract price per unit of measurement for the Section 155 pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Progress payments for construction schedule will be paid as follows:

- (a)** 25 percent of the unit bid price will be paid upon approval of the Initial CPM-PS, not to exceed 0.25 percent of the original contract bid amount.
- (b)** The remaining portion will be paid in increments equal to the progress of the work, not to exceed 0.5 percent of the original contract bid amount.
- (c)** Any portion of the lump sum in excess of 0.5 percent of the original contract amount will be paid after final acceptance.

Add the following table at the end of Section 155:

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.

Canal boat rides are scheduled twice a day Wednesday to Sunday from March 15 to Veterans Day. Plan construction operations around these activities to ensure public pedestrian access. Perform low impact construction activities as approved by the CO during mule transport along the access road. The Park experiences a high volume of visitors during these time periods and during warm and sunny weather.

Phase construction to ensure continuity of access by the Corps of Engineers to the Pump and Gate House, and to the intakes at the river across from the Tavern.

Provide visitor access to the Tavern and Comfort Station at all times. Submit a plan of the types of material and width for temporary walks for access, the methods used for directing visitors, and methods to be used for protecting visitors from the work activities to the CO for approval.

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.

156.06(i). Delete the Subsection and substitute the following:

(i) Limit construction caused delays to public traffic to a maximum of 10 minutes per passage through the project. Limit one closure for each 10 minutes unless approved by the CO. No weekend or holiday work (including the day before and day after a holiday) unless approved by the CO with two weeks advanced notice.

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. Delete the Subsection and substitute the following:

157.02 Conform to the following:

Temporary and Permanent Seeding, and Fertilizer in accordance with the specifications on Sheet M2 of the plans.

Stabilized Construction Entrance, Inlet Protection, Silt Fence, Super Silt Fence, Diversion Fence, Diversion Pipe (Temporary Culvert Pipe), Temporary Stone Outlet Structure, Sandbag/Stone Diversion (Sandbags), Filter Bag and Level Spreader in accordance with the details and specifications on Sheets S1 and S2 of the plans.

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

(c) Apply permanent turf establishment to the finished slopes and ditches within 14 days according to Sections 624 and 625.

157.05. Delete the first sentence and substitute the following:

Construct silt fence and super silt fence for filtering sediment from runoff and reducing the velocity of sheet flow.

157.11. Delete the Subsection and substitute the following:

157.11 Temporary Turf Establishment. Apply seed, fertilizer, and mulch for soil erosion protection in accordance with the seeding specifications and notes on Sheet M2 of the plans.

Section 203.—REMOVAL OF STRUCTURES AND OBSTRUCTIONS

203.03. Add the following:

Deliver removed items having salvage value, as determined by the CO, to a designated NPS storage area to be determined. This may include items such as sign material, stone material, benches, manhole frames and covers.

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

204.07. Add the following after the first sentence.

Limit the depth of undercut below plan finish subgrade to 2 feet. If unsuitable conditions extend deeper than 2 feet, stabilize the exposed surface by scarification and recompaction or placement of a layer of woven geotextile over the excavated surface and backfilled with Base (C) Course Aggregate as defined in Subection 703.05.

204.08. Delete the second sentence.

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

Measure select borrow by the cubic yard.

204.17. Add the following:

A price adjustment will be made for fluctuations in the cost of diesel consumed in the performance of any eligible pay items according to Subsection 109.06 Pricing of Adjustments Fuel Price Adjustment Provision.

Section 253.—GABIONS AND REVET MATTRESSES

253.06 Add the following after the second paragraph:

Hand place the rock for the visible faces of exterior basket cells to ensure an attractive appearance as directed by the CO. Rock in other sections of baskets may be placed by mechanical equipment.

Section 301.—UNTREATED AGGREGATE COURSES

301.10. Add the following:

A price adjustment will be made for fluctuations in the cost of diesel consumed in the performance of any eligible pay items according to Subsection 109.06 Pricing of Adjustments Fuel Price Adjustment Provision.

Section 401.—SUPERPAVE HOT ASPHALT CONCRETE PAVEMENT

401.01. Add the following:

Asphalt binder is designated as performance grade PG 70-22.

401.03. Add the following:

At the option of the contractor, a Maryland State Highway Administration 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(a). Delete the first sentence and substitute the following:

Do not use mixes with over 15 percent recycled asphalt pavement in the top lift.

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.

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.

401.13. Add the following:

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

401.19. Add the following:

A price adjustment will be made for fluctuations in the cost of diesel consumed in the performance of any eligible pay items according to Subsection 109.06 Pricing of Adjustments Fuel Price Adjustment Provision.

A price adjustment will be made for fluctuations in the cost of asphalt cement consumed in the performance of applicable construction work according to Subsection 109.06 Pricing of Adjustments Asphalt Cement Price Adjustment Provision.

Section 412.—ASPHALT TACK COAT

412.01. Add the following:

Tack coat rapid-curing cut-back asphalt grade is designated as shown in AASHTO M 81.

412.02. Add the following:

Cut-back asphalt	702.02
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412.02. Add the following:

Tack coat emulsified asphalt grade is designated as CRS-1.

Tack coat rapid-curing cut-back asphalt grade is designated as RC.

Section 501.—RIGID PAVEMENT

501.17. Add the following:

A price adjustment will be made for fluctuations in the cost of diesel consumed in the performance of any eligible pay items according to Subsection 109.06 Pricing of Adjustments Fuel Price Adjustment Provision.

Section 555.—STEEL STRUCTURES

555.01. Delete the text of this subsection and substitute the following:

This work consists of providing and installing aluminum stair, handrails and lighting as detailed and at location shown on the plans.

555.02. Delete the text of this subsection and substitute the following:

(a) Submittals

(1) Product Data: Provide manufacturer's standard details and catalog data demonstrating compliance with the referenced standards and material specifications. Provide installation instructions.

(2) Shop Drawings: Provide shop drawings including plans, elevations, sections, details and attachment to other work.

(3) Quality Assurance: Qualify welding procedures and personnel according to AWS D1.2 "Structural Welding Code—Aluminum."

(b) Structural Performance Requirements: Stair and landings will withstand a uniform load of not less than 100 lbf/sq. ft. and a concentrated load of not less than 300 lbf/sq. ft. applied to an area of 4 square inch. Handrails will withstand a uniform load of not less than 50 lbf/ft. applied in any direction and a concentrated load of not less than 200 lbf/ft. applied in any direction. Uniform and concentrated loads need not be assumed to act concurrently. Limit deflection in stair treads, stringers and landing platforms to $L/360$ or $\frac{1}{4}$ inch, whichever is less.

(c) Materials: Aluminum Provide alloy and temper recommended by aluminum producer and finisher for use and finish indicated and with not less than the strength and durability properties listed below.

(1) Extruded Bars and Tubing: ASTM B221, Alloy 6063-T5/T52.

(2) Extruded Structural Pipe, Tubing, and Structural Shapes: ASTM B429, Alloy 6063-T6

(3) Plate and Sheet: ASTM B209, Alloy 6063-T6

(d) Fasteners: Stainless Steel Type 304.

(e) Fabrication: Fabricate stair and handrails to comply with the dimensions and requirements indicated on the contract drawings including member size, spacing, anchorages and finishes but not less than that required to support structural loads. Assemble in the shop to the greatest extent possible to minimize field splicing and assembly. Fabricate stair and railings with welded connections where possible. Disassemble only as required for shipping and handling limitations. Tread and landing surfaces will be non skid surfaces composed of open bar grid surfaces with serrated top surface. Form changes in direction in railings by bending or inserting prefabricated elbow fittings maintaining the cross section of the member through out the entire bend without buckling, twisting, or cracking.

(f) Finishes: Provide AA-M12C22A31 (dark brown anodized finish) as standard with manufacturer.

(g) Light Fixtures: Provide lighting foundation, posts, and fixtures as detailed on the plans.

555.03. Add the following:

Do not remove the old steps down from the ranger station until the new steps are constructed and ready for use.

555.03. Add the following:

(a) Examination: Examine foundations for proper location and elevation prior to shipping stair assembly or provide field adjustments required to compensate for irregularities in the foundation installation.

(b) Installation: Clean concrete bearing surfaces of all dirt and other contaminants and remove all sharp protruding edges. Set stair support base plates on shims or leveling nuts and pack grout under base plates utilizing nonshrink nonmetallic grout. Coat concealed surfaces of aluminum that will be in contact with grout, concrete or other material not compatible with aluminum with a heavy coat of bituminous paint.

555.21. Delete the second sentence and substitute the following:

The quantity of structural steel will include metal items incidental to the structure and required by the contract such as castings, steel plates, anchor bolts and nuts, pins and nuts, expansion dams, roadway drains and scuppers, weld metal, bolts embedded in concrete, cradles and brackets, posts, conduits and ducts, and structural shapes.

Section 601.—MINOR CONCRETE STRUCTURES

601.01. Add the following:

Provide colored concrete for all curbs, gutters, sidewalks, and concrete stairs.

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). Delete the first sentence and substitute the following:

(i) Colored concrete is required for all curbs, gutters, sidewalks, and concrete stairs. Provide aggregate and sand of a color so that the finished concrete color matches the new exposed aggregate sidewalk panels in front of the Great Falls Tavern. As necessary, coordinate with the contractor performing the work at the adjacent NPS tavern project. Submit preliminary samples of the colored concrete.

Section 602.—CULVERTS AND DRAINS

602.03. Add the following:

Furnish culvert pipe from the following groups:

Reinforced concrete pipe, Class IV.

Section 604.—MANHOLES, INLETS, AND CATCH BASINS

604.01. Add the following:

This work includes modifying existing inlets.

604.03. Add the following:

Adjusting is defined as raising, lowering or shifting the item to meet a new pavement elevation. Modifying an item is defined as adding additional openings, partial reconstruction, or other structural modifications.

Section 611.—WATER SYSTEMS

611.03. Add the following:

Adjust existing valves to the proposed grade. Refer to Section 640 for the Utility Statement.

611.03. Add the following after the last paragraph:

(a) Fire Hydrants. Install and restrain fire hydrants in accordance with the Washington Sanitary Sewer Commission (WSSC) at the locations shown. Set hydrants within a gravel or crushed stone drainage well extending the full width of the trench. Additionally, lay hydrants level on a firm foundation to ensure that the hydrant is set plumb. Compact backfill around the hydrant to at least 95 percent of maximum density when measured in accordance with AASHTO T180, Method D.

(1) Follow the manufacturer's recommended installation procedures. Submit shop drawings and product certifications for approval by the CO prior to construction.

(2) Test relocated fire hydrant piping concurrent with testing and installation of water main extension.

(3) Install continuous detectable plastic underground warning tape during backfilling trench for underground water-service piping. Locate tape 15 inches below grade in non-paved areas and 21 inches below grade in paved areas, directly over piping.

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

615.01. Add the following:

This work includes installing detectable warning surfaces to all accessible ramps as indicated on the plans or as directed by the CO.

615.02. Add the following:

Detectable Warning Surface	725.24
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615.04. Add the following:

(c) Detectable Warning Surfaces. Install according to manufacturer's recommendations.

615.04(b)(2). Add the following:

Construct the exposed aggregate sidewalk and sidewalk joints to match the appearance of the new exposed aggregate sidewalk panels in front of the Great Falls Tavern. Provide a minimum of one 6 foot by 6 foot sample panel of exposed aggregate sidewalk including one expansion joint for CO approval prior to beginning work. Retain test panel after they have been approved, and install all sidewalks to match the approved test panel. Do not construct the test panel as part of the final sidewalk. Do not begin sidewalk work until the CO has inspected and approved the appearance of the test panel and the concrete mix design 28 days after fabrication of the test panel. Do not use a high range water reducer or accelerator in the test panel.

Section 619.—FENCES, GATES, AND CATTLE GUARDS

619.01. Add the following:

This work includes installing tree planking.

619.02. Add the following material:

Tree protection fence (wood slat)	710.12
Tree planking	710.13

619.06. Add the following:

Use wood slat snow fence for tree protection fencing. Plastic mesh snow fence may be used for short-term operations as approved by the CO.

Install tree planking on all trees located within 3 feet of the construction areas and on other trees designated by the CO, to protect tree trunks from damage during adjacent construction operations. Fabricate tree planking to the dimensions shown in the plans. Remove tree planking at the completion of the project.

619.06. Delete the first paragraph and substitute the following:

When necessary, construct temporary fence to keep pedestrians and traffic off the road being constructed or away from trees requiring protection. Temporary fence is intended to remain in place only during the construction of the project or until the fence is directed to be removed. At

the completion of the project, remove fence and dispose of legally off Government property.

619.06. Add the following after the first paragraph:

Install fence as shown on the drawings or as directed by the CO. Use a conventional metal "T" or "U" post spaced every 7 to 10 feet. Drive posts 12 to 18 inches into the ground. Secure the fence to the post using 3 wire ties.

Section 624.—TOPSOIL

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.

625.03. Add the following:

Do not use sod for turf establishment unless approved by the CO.

625.09. Add the following:

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 629.—ROLLED EROSION CONTROL PRODUCTS

629.01(d). Add the following:

Obtain CO approval prior to placing any RECP. Provide coco matting which is biodegradable without UV light.

Section 633.—PERMANENT TRAFFIC CONTROL

633.01. Delete the second paragraph and substitute the following:

Sign panels are designated as aluminum.

Section 634.—PERMANENT PAVEMENT MARKINGS

634.03. Add the following to the first paragraph:

Place traffic markings before a winter suspension of paving operations.

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.

635.07. Delete the last sentence of the first paragraph 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.

635.07. Add the following:

Furnish 16-inch by 16-inch flags for high level warning devices that are orange or fluorescent red orange in color.

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. Delete the sixth paragraph and substitute the following:

Measure flaggers by the lump sum.

635.27. Add the following:

Payment for flaggers will be prorated based on the total work completed.

Section 636.—SIGNAL, LIGHTING, AND ELECTRICAL SYSTEMS

636.04. Add the following:

Electrical manholes or vaults will be as dimensioned on the plans, reinforced, pre-cast, monolithically poured, 5000-psi minimum strength concrete with 6-inch thick top or roof, bottom and walls. When installed in compliance with manufacturer's written instructions and with the drawings, the manholes will comply with AASHTO HS-25 requirements. Depending on application, the manholes or vaults will comply with the requirements, including access frame and covers of Verizon Telephone Company or Potomac Electric Power Company and will be purchased from the specific utility preferred manhole manufacturer or supplier.

636.05. Add the following:

Install conduits a minimum of 3 feet below finished grade. Replace pavement structure removed to install conduit in kind.

Section 637.—FACILITIES AND SERVICES

637.02. Add the following:

Locate the field office where high-speed internet access, as described in Subsection 637.03(a)(6), is available. For urban projects locate the field office within 5 miles of the project site and within 15 miles of the project site for rural projects. 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.

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) One self-feeding plain paper photo copying machine with the following minimum capabilities:

(a) Automatic document feeder;

(b) Making at least 8 copies per minute;

(c) Reproducing copies at standard sizes up to and including 11 x 17 inches;

(d) Reducing 11 x 17 inches plan sheets to 8 ½ x 14 inches legal size and to 8 ½ x 11 inches letter size;

(e) Furnish all necessary supplies, except copy paper. Paper will be supplied by the Government.

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

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

(4) One facsimile (FAX) machine capable of or having:

(a) Printing on plain paper and sending 8 ½ x 11 inch and 8 ½ x 14 inch documents;

(b) An automatic document feed with a minimum capacity of 20 pages;

(c) Automatic dial/redial.

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

(5) Two durable, hand held digital/cellular wireless phone(s), manufactured by Motorola/Nextel, or approved equal, for the use of the CO. The cellular phone(s) will be 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 field personnel. Each of the cellular phones will have a minimum of the following:

- (a) Direct Connect feature, or equivalent to communicate onsite with contractor personnel;
- (b) Hands free device that can be used safely and effectively while driving, and is acceptable by the local law enforcement agencies;
- (c) Capability of a customized communication configuration, independent of the other units, so that the CO may limit any features if necessary;
- (d) Necessary telephone accessories including a cigarette lighter power adapter/charger;
- (e) Carrying case that can be worn on the belt, and is appropriate for use on construction projects.

The cellular phone plan will 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.

(6) Provide, install, and maintain high-speed Internet access having at least 768kbps download and 256kbps upload speed. The high-speed Internet service can be provided via DSL, FIOS, a dedicated T1 line, or cable. Alternate 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 access, this feature must be disabled. Wireless 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.

Add the following after Section 637:

Section 640.—UTILITY STATEMENT

640.01 The locations of the existing utilities, as shown on the Plans, are approximate only and it will be the Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas where conflicts with utility installations are possible. If during construction operations, the Contractor should encounter additional utilities not shown on the plans, he will immediately notify the CO and the utility owner and take all necessary steps to protect the utilities and to maintain the continuance of service. In case of damage to any existing utility by the Contractor, either above or below ground, the Contractor will have such utility restored to a condition equal to that which existed prior to the damage at the Contractor's entire cost and expense. Acceptability of the restored utility installation will be determined by the CO.

In preparing his proposal, each bidder will take into consideration the necessary adjustment, relocation and/or installation of public utilities in areas within the limits of this contract. No additional compensation will be paid to the Contractor for delays to the project schedule, work interruptions, changes in construction sequences, changes in handling excavation, drainage or paving, or for changes in types of equipment used, etc. caused by complying with the provisions of this statement. The Contractor will include activities in the initial schedule indicating the utility relocation, (by others), necessary to complete the work. Delays to the critical path of the project schedule caused by untimely relocations of utilities will not be considered a compensable delay, however, if deemed warranted, may entitle the Contractor to a non-compensable time extension to the contract as determined under the conditions of the "No Damages For Delay" provision of the contract. The Contractor will assume full responsibility for coordinating with the various utility companies to verify their relocation schedules, determine the anticipated duration to complete the respective utility relocations, and to facilitate utility relocations to minimize the impact to the project schedule upon notification of being named the apparent low bidder.

All utility adjustments, relocations, and/or installations not included in this Contract, will be accomplished by the respective utility owners either prior to or during the roadway or other construction. It will be the Contractor's responsibility to contact the respective utility owner to coordinate the construction schedule with the relocation schedule of each respective utility company concerned as soon as possible after notification of being named the apparent low bidder and again within five working days prior to proceeding with any work which may affect its utility. The Contractor will also contact "MISS UTILITY" at 1-800-257-7777 72 hours before commencing any work. It is the Contractor's responsibility to coordinate his construction operations with those of the utility's owners to avoid any unnecessary delays.

Protect the utility meters at the comfort station, and all existing manholes, from damage during construction.

The electrical power to Corps of Engineers pumps and facilities may not be interrupted without backup power. Provide backup power which is not less than a 50 KW, 120/208 volt, 3-phase generator.

The following utility companies serve the area within the limits of the contract. It will be the Contractor's responsibility to notify these utilities and coordinate his construction operations with them to avoid unnecessary delays.

640.02 Utility Companies

(a) 640.02.01 POTOMAC ELECTRIC POWER COMPANY

Facilities of the Potomac Electric Power Company (PEPCO) will require adjustment and/or relocation. The Contractor will provide the infrastructure necessary for PEPCO to install power distribution equipment and cable. No work will be performed by the Contractor on any PEPCO power distribution equipment and cable.

The Contractor will contact Mr. Joseph Nice at (202) 388-2581 prior to the start of work affecting the Potomac Electric Power Company.

(b) 640.02.02 VERIZON

Facilities of Verizon will require adjustment and/or relocation. The Contractor will provide the infrastructure necessary for Verizon to install telephone communication equipment and cable. No work will be performed by the Contractor on any Verizon communication equipment, conductors, and related facilities.

The Contractor will contact Ron Helmick at (301) 595-8064 prior to the start of work affecting Verizon facilities.

(c) 640.02.03 ASHINGTON SUBURBAN SANITARY SEWER COMMISSION

Facilities of the Washington Suburban Sanitary Sewer Commission (WSSC) will require adjustment and/or relocation. The Contractor will relocate fire protection services as indicated in the plans.

Add the following after Section 640:

Section 645.—LOCATING UTILITIES

Description

645.01 This work consists of locating and marking existing utilities by excavating test pits too, or using electromagnetic devices, where a physical conflict with proposed construction is suspected and the location is ordered by the CO.

Material

645.02 Materials for restoring the test pit area to its original condition will be replacement of the materials excavated or their equivalent in newly furnished materials meeting the various applicable sections of this specification.

Construction Requirements

645.03 General. Notify Miss Utility 48 hours prior to any excavation, at 1-800-257-7777 to have the utilities marked in the field. Notify the CO 48 hours prior to any excavation.

Exercise special care and extreme caution in order to protect and avoid damage to any utility company facilities. Existing utilities have been generally located and shown on the plans as they are believed to exist. The Government assumes no responsibility for the accuracy of locations shown on the plans. Locate and ensure the safety of all existing utilities. Repair any damage resulting from Contractor's operations at no additional expense to the Government.

Locate by test pit any utility that may be in conflict with the proposed work. If a conflict appears to exist, then notify the CO in writing immediately and provide information on the location and elevation of the utility so that the CO can adjust the proposed work.

645.04 Locating Utility. Use electromagnetic devices to establish alignment of utilities where applicable. When necessary, thread a metal rod through non-metallic utility pipes to locate them. Where neither method is feasible, locate the utility by perpendicular trench or test pits.

645.05 Excavation. Excavate carefully so as not to disturb utility at its assumed depth. When excavating within roadway pavements where traffic is being maintained, excavate by air-vacuum methods or equivalent, keeping the area of disturbance to a minimum. Uncover the utility sufficiently to make accurate measurements.

645.06 Record. Describe the utility found (size, material, function), determine the elevation of the top of utility, and prepare a field sketch of the pit. Indicate the date and the station and offset of the utility, noting whether the baseline or the centerline of proposed facility is being referenced. Submit 1 copy to the CO within 24 hours.

645.07 Marking. Mark the utility location by flags or paint. Maintain the markings, including

repainting faded or damaged markings as ordered by the CO, for the duration of the project, or until the CO determines that the markings are no longer needed.

645.08 Restoration. Backfill with original material, thoroughly compacting the material with a mechanical tamper. Restore aggregate base courses and pavement using equivalent materials and thicknesses. For portland cement concrete pavements, use fast setting concrete. For asphalt concrete pavements, cold patch, resurfacing of pit will be permitted so long as, in the opinion of the CO, it is thoroughly compacted.

645.09 Acceptance. Locating utilities will be evaluated under Subsection 106.02.

Measurement

645.10 Measure the Section 645 items listed in the bid schedule according to Subsection 109.02.

For markings, do not measure maintaining the markings.

Payment

645.11 The accepted quantities will be paid at the contract price per unit of measurement for the Section 645 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Section 701.—CEMENT

701.01. Add the following:

For shotcrete, use low alkali portland cement. Conform to AASHTO M 85, limiting alkalis according to Table 1A in AASHTO M 85.

701.01(a). Add the following:

Furnish portland cement with a maximum sulphate expansion of 0.040 percent when tested in accordance with ASTM C 452.

Section 703.—AGGREGATE

703.01. Add the following:

Provide brown fine aggregate for exposed aggregate concrete.

703.02. Add the following:

Gravel will not be permitted, except for exposed aggregate concrete as noted below.

Use clean, rough, natural gravel for coarse aggregate for exposed aggregate concrete. Provide gravel which is well graded, from 6 mm to 25 mm in size.

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 will 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).

703.07(a). Delete item (4).

703.07(b). Delete item (1).

Section 710.—FENCE AND GUARDRAIL

Add the following after Subsection 710.11:

710.12 Tree Protection Fence (Wood Slat). Provide fence fabricated from vertical wooden slats wired together to form a continuous fence fabric of the heights shown on the plans and commercially known as "snow fence." Fence posts will be tee-shaped or U-shaped metal sections with one end shaped to facilitate driving into soil, and provided with clips for fastening the fence fabric.

710.13 Tree Planking. Furnish tree planking fabricated from vertical 1 inch x 3 inches wood slats wired together with ¼ inch diameter soft annealed galvanized steel wire.

Section 712.—JOINT MATERIAL

712.01(b). Add the following:

Furnish expansion joint filler of regranulated cork particles impregnated and bound with resins, ASTM D1752-Type II. Resiliency recovery will be 95% if not compressed more than 50% of original thickness.

712.01. Add the following:

(h) **Expansion joint sealant.** Furnish a sealant that is 2 part polyurethane, TT-S-00227E,

Type I self-leveling, traffic grade. Provide sealant matching the color of the adjacent sidewalk.

(i) Joint primer. Furnish a non-staining primer, such as Chem-Calk 550 manufactured by Bostik Co, Middletown, MA (508/777-0100), Urexpan NR-200 by Pecora Corp, Harleysville, PA/Dallas, TX (800/523-6688), Sonolastic SL-2 by Sonneborn Building Products, Chicago, IL (800/243-6739), or approved equal.

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 stockpiles conserved under Section 204, from stockpiles designated on the plans, or 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

713.04. Add the following:

Furnish temporary and permanent seed mixes conforming with the specifications noted on Sheet M2 of the plans unless requested otherwise by the CO.

713.05(a). Delete this Subsection in its entirety.

713.05. Add the following:

(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.

713.06(b). Add the following:

The genus, species, and cultivar names will agree with the nomenclature of the most current edition of “Hortus Third” by L.H. Bailey, Hortorium, Cornell University.

Provide durable tags, stating the date of installation, correct botanical name and size in weather-resistant ink or embossed letters. Secure the tags to each tree, shrub, and other plant materials in a manner which will not restrict growth. Leave the tags on all trees, shrubs, and other plant materials until final acceptance by the CO.

713.08. Add the following:

(h) Tree protection. Tree protection will be a flexible PVC pipe 4 inches in diameter, 12 to 13 inches in height.

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 714.—GEOTEXTILE AND GEOCOMPOSITE DRAIN MATERIAL

Add the following table at the end of Section 714:

Maryland Application Class	Type of Geotextile	Grab Strength Lb D 4632	Puncture Strength Lb D4833	Permittivity 1/sec D4491	Apparent Opening Size max mm D4751	Trapezoid Tear Strength Lb D4533
SE	Nonwoven	200	80	0.20	0.30	80
F	Nonwoven	100	-	0.05	0.60	-

The ultraviolet stability will be 70 percent (D4355) after 500 hours of exposure.

Section 725.—MISCELLANEOUS MATERIAL

725.24. Add the following:

Detactable Warning Surface.

(a) General. The detectable warning surface shall conform to the most recent accessibility guidelines of the Americans with Disabilities Act (ADA). Submit test results to the CO, showing conformance to the table of physical properties listed below. In addition, submit complete conforming physical property test results in six month intervals, beyond the date of the original prequalification testing. Detectable warning surfaces materials shall also, meet certification requirements prior to use on the project. Submit the proposed source of supply and specific product, to the CO for approval.

(b) Composition. The surface shall be either flexible or rigid. Notify the CO of any changes to the composition of a prequalified detectable warning product. In this case, the manufacturer shall re-submit complete test results showing conformance to the table of physical properties listed below.

(c) Size. The detectable warning surface shall be 24 inches wide in the direction of pedestrian travel, and extend the full width of the curb ramp, landing, or blended transition.

(d) Configuration and Dimensions. The surface shall consist of a system of truncated domes, aligned in conformance with, and meeting the dimensional requirements of the most recent ADA accessibility guidelines. Each dome shall have a base diameter of 0.9 inches minimum, and 1.4 inches maximum, a top diameter of 50 percent of the base diameter, minimum, to 65 percent of the base diameter, maximum and a height of 0.25 inches. The truncated domes shall be arranged in a square grid with center-to-center spacing of 1.66 inches to 2.35 inches.

(e) Color. The color of the detectable warning product shall contrast with adjoining surfaces in conformance with current ADA requirements. The color shall be homogenous throughout the surface. The color yellow shall not be used. Coordinate and obtain an approved color prior to installation.

(f) Physical Properties. The detectable warning surface shall conform to the following requirements:

PROPERTY	TEST METHOD	SPECIFICATION LIMIT
Slip Resistance Coefficient	C 1028 (dry method)	.80 minimum
Abrasive Wear, index	C 501	150 minimum
Fade (UV) Resistance/Color Retention	G 151/ G 154 (Cycle1)	No fading or change in color after 3000 hours*
Chemical Stain Resistance	D 1308**	No discoloration or

		staining
Freeze/Thaw Resistance	C 1026	No disintegration
Adhesion/Bond Strength	C 482	No adhesion failure
Contrast	Contrast percentage formula*** using E 1349 to determine cap Y brightness/light reflectance values (LRV)	Current ADA requirement****

- * Chromaticity coordinates (CIE system) checked in conformance with E 1349, before and after test.
- ** Immersion Test for acid solution, soap solution, and detergent solution reagents. Spot Test, Open for salts, lubricating oils and greases. Tests will be conducted at 77 F for durations of 16 hrs.
- *** Contrast % = $[(B_1 - B_2)/B_1] \times 100$,

where B_1 = (LRV) of the lighter area, and B_2 = (LRV) of the darker area.

- **** For the purpose of determining whether a material meets acceptable contrast criteria, inserting cap Y brightness of detectable warning surface, and assume a value of 15 for the cap Y brightness of cured concrete, to determine percentage difference. When a detectable warning surface is to be installed on any material other than cured concrete, additional testing will be required to ensure the contrast requirements are met.

(g) Certification. Furnish manufacturer certification stating that the detectable warning surface conforms to specification requirements noted herein, and that the surface meets the most recent ADA accessibility guidelines. With the exception of test results, the certification shall conform to TC-1.02.

PERMITS OBTAINED FOR THIS PROJECT



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MD 21203-1715

IMPORTANT INFORMATION ABOUT YOUR PROJECT

Date: September 9, 2006

Corps Permit No.: 200664490/06-NT-2103

MDSPGP-2 Category and Activity No.: 1(d)(1)

Permittee/Project Name: Federal Highway Administration

Dear Applicant:

The U. S. Army Corps of Engineers, Baltimore District, has determined that the proposed work meets the terms and conditions of the Maryland State Programmatic General Permit (MDSPGP-2), provided the work is completed in compliance with the enclosed plan(s), the standard MDSPGP-2 conditions, the applicable MDSPGP-2 activity-specific conditions, and special conditions (enclosed, if applicable). This MDSPGP-2 verification is provided pursuant to Section 10 of the Rivers and Harbors Act of 1899 and/or Section 404 of the Clean Water Act. If any of the information contained in your application and/or plans is later found to be in error, the MDSPGP-2 authorization for your project may be modified, suspended, or revoked.

Your MDSPGP-2 authorization is valid for three years from the date of this letter, or until September 30, 2006, whichever is sooner, unless the MDSPGP-2 is modified, reissued, or revoked. If the MDSPGP-2 is modified, reissued, or revoked, your authorization may be valid for less than three years. You must remain informed of the changes to the MDSPGP-2. When changes to the MDSPGP-2 occur, a public notice announcing the changes will be issued. If you have not completed this work before the date that the MDSPGP-2 is modified or revoked, you will have 12 months from the effective date of the modification or revocation to complete the work under the present terms and conditions of this MDSPGP-2.

In order for this authorization to be valid, you must obtain all required Federal, State, and local permits.

A handwritten signature in black ink, appearing to read "Walter Washington, Jr.", is positioned above the printed name.

Walter Washington, Jr.
Chief, Maryland Section Southern

A handwritten signature in black ink, appearing to read "Janet M. Vine", is positioned above the printed name.

Janet M. Vine
Chief, Maryland Section Northern



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MD 21203-1715

REPLY TO
ATTENTION OF

Effective October 1, 2001

200664490/06-NT-2103
Corps Permit Number

CENAB-OP-R-MDSPGP-2 (MARYLAND STATE PROGRAMMATIC GENERAL PERMIT-2)

TO WHOM IT MAY CONCERN:

Upon the recommendation of the Chief of Engineers, and under the provisions of Section 404 of the Clean Water Act, as amended, and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403), the Secretary of the Army hereby authorizes the discharge of dredged or fill material or the placement of structures into Waters of the United States, including wetlands and navigable waters. These discharges and structures must comply with all the terms and conditions identified in this MDSPGP-2. It has been determined that the project qualifies for the MDSPGP-2. Accordingly, you are authorized to undertake the activity pursuant to:

1. Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403); and/or
2. Section 404 of the Clean Water Act (33 U.S.C. 1344).

You are authorized to perform work in accordance with the terms and conditions specified in Section VI of the MDSPGP-2 effective on October 1, 2001.

VI. General Conditions

The following conditions apply to all activities authorized under the MDSPGP-2.

A. General Requirements:

1. **Other Permits.** Authorization under the MDSPGP-2 does not obviate the need to obtain other Federal, State, or local authorizations required by law.
2. **Applicability.** Applicability of the MDSPGP-2 shall be reviewed with reference to the Corps definition of Waters of the United States, including wetlands and navigable waters of the United States. Applicants are responsible for delineating boundaries of all Waters of the United States, including wetland boundaries. The delineation of wetland boundaries shall be accomplished in accordance with the current Federal manual for identifying jurisdictional wetlands and appropriate guidance issued by the Corps of Engineers.
3. **Minimal Effects.** Projects authorized by the MDSPGP-2 shall have no more than minimal individual and cumulative adverse environmental effects.
4. **Discretionary Authority.** Notwithstanding compliance with the terms and conditions of the MDSPGP-2, the Corps retains discretionary authority to require an alternate Corps permit review for any project under all categories of the MDSPGP-2 based on concerns for the aquatic environment or for any other factor of the public interest. This authority is invoked on a case-by-case basis during the review process for Category III activities whenever the Corps determines that, based on the concerns stated above, the potential consequences of the proposal warrant individual review. In some instances the Corps may have concerns for the aquatic environment or for any other public interest factor pertaining to a specific project, which has received a case-specific verification as a Category I activity. In order to evaluate this project under an alternate Corps permit review, the verification must be suspended in accordance with VII.E on page 85 of the MDSPGP-2.

Whenever the Corps notifies an applicant that an alternate Corps permit may be required, authorization under the MDSPGP-2 is voided. No work may be conducted until the Corps permit is obtained, or until the Corps notifies the applicant that further review has demonstrated that the work may proceed under the MDSPGP-2.

5. **Single and Complete Projects.** The MDSPGP-2 shall not be used for piecemeal work and shall be applied to single and complete projects, including maintenance activities. All components of a project shall be reviewed together as constituting one single and complete project. All planned phases of multi-phased projects shall be applied for and reviewed together as constituting one single and complete project. The MDSPGP-2 shall not be used for any activity or portion of a project, e.g., a pier or boat ramp, that is part of, or dependent on, an overall project, e.g., the dredging of a main navigation channel or a spur channel, for which an individual permit or some other alternate Corps permit is required.
6. **Stacking of Category I activities.** Activity d.(2) in Category I (e.g., Underground and Overhead Utility Lines) may not be stacked or combined with any other Category I activity. Any single and complete project with both utility line impact(s) and other Category I activity(s), will be reviewed as a Category III project in accordance with the Category III process specified on page 9, provided the total impact to Waters of the United States, including wetlands, is less than one acre. If any other Category I activities, except Activity d.(2), are stacked or combined to authorize a single and complete project, the total impact to Waters of the United States for all activities in the single and complete project must not exceed the 500 linear feet limit or be greater than 5,000 square feet impact limit (except for tidal

marsh creation projects that have a limit of less than 17,500 square feet), while complying with each activity-specific impact limit and conditions. For example, total road crossing impacts are still limited to not exceed 200 linear feet.

7. **Authorized activities in navigable waters subject to Section 10 of the Rivers and Harbors Act of 1899.**
 - a. If future operations by the United States require removal, relocation or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable water, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States on account of any such removal or alteration.
 - b. The U.S. Code of Federal Regulations, Title 33, Part 64 states that all structures erected in navigable waters in depths in excess of three feet at mean low water (MLW) require obstruction lights unless the applicant is advised to the contrary by the Coast Guard District Commander. If the structures authorized by this permit are to be built in water depths in excess of three feet at MLW, the permittee must contact the Commander (AOWW), Fifth Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, Virginia, 23704, to ascertain the need for obstruction lights.

B. National Concern:

1. **Historic Properties.** Any activity authorized by the MDSPGP-2 shall comply with Section 106 of the National Historic Preservation Act. The Maryland Department of the Environment (MDE), in cooperation with the Maryland Historic Preservation Office, shall conduct an initial review and notify the Corps if any archaeological or other cultural resources are in the vicinity of the project. The Corps may require applicants to perform a survey of archeological and historical resources in the project area. The Corps shall determine if consultation under Section 106 with the Maryland Historic Trust or the Advisory Council on Historic Preservation is required. The applicant must notify the Corps if the activity may affect any historic properties listed or eligible for listing, or that the applicant has reason to believe may be eligible for listing on the National Register of Historic Places. If the permittee, during construction of work authorized herein, encounters a previously unidentified archaeological or other cultural resource within the permit area subject to Department of the Army jurisdiction that might be eligible for listing in the National Register of Historic Places, the permittee shall immediately stop work in the permit area and notify the District Engineer. The permittee shall not begin or continue work until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity may proceed. Information on the location and existence of historical resources can be obtained from the Maryland Historic Trust, Office of Preservation Services, and the National Register of Historic Places.
2. **National Lands.** Activities authorized by the MDSPGP-2 shall not impinge upon the value of any Federal land, including but not limited to, National Wildlife Refuge, National Forests, National Marine Sanctuaries or any area administered by the National Park Service (e.g. Assateague Island National Seashore).
3. **Endangered Species.** The MDSPGP-2 does not authorize any activity that may affect a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA); or which is likely to destroy or adversely modify the critical habitat of such species unless and until appropriate coordination with the applicable resource agency(s) is complete and all such issues are resolved in accordance with the applicable regulations and the procedures outlined in the MDSPGP-2 Standard Operating Procedures. MDE, in cooperation with Maryland Department of Natural Resources, shall conduct an initial review and notify the Corps and the U.S. Fish and Wildlife Service (FWS) or the National Marine Fisheries Service (NMFS) if any Federally listed species or critical habitat is likely to be in the vicinity of the project. The Corps shall determine if consultation with FWS or NMFS is required under Section 7 of the ESA. If consultation is required, the applicant, after notification, shall not begin or continue work until notified by the District Engineer that the requirements of the ESA have been satisfied and that the activity is eligible for authorization. Information on the location of threatened and endangered species and their critical habitat can be obtained from the FWS and NMFS.
4. **Essential Fish Habitat (EFH).** Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act requires an EFH consultation with the NMFS for any action or proposed action authorized, funded, or undertaken by a federal agency that may adversely affect EFH. EFH has been defined by Congress as "those waters and substrate necessary to fish for spawning, breeding, feeding or growing to maturity." The designation and conservation of EFH seeks to minimize adverse effects on habitat caused by fishing and non-fishing activities. NMFS, in consultation with the District, has determined that projects authorized under Category I (includes projects reviewed under Category II) of the MDSPGP-2 which comply with all terms and conditions of the MDSPGP-2 and all activity-specific impact limits and conditions, will not have an adverse effect on EFH. Projects that are proposed in areas designated as EFH and that do not qualify for MDSPGP-2 authorization under Category I, will require a case-by-case EFH effect determination.
5. **Wild and Scenic Rivers.** No activity is authorized under the MDSPGP-2 that occurs in a component of the National Wild and Scenic River System, including rivers officially designated by Congress as study rivers for possible inclusion in the system, while such rivers are in an official study status, unless the appropriate Federal agency, with direct management responsibility for the river, has determined in writing that the proposed activity will not adversely affect any National Wild and Scenic River, including study rivers. Information on Wild and Scenic Rivers may be

obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, or U.S. Fish and Wildlife Service).

6. **Federally Authorized Civil Works Projects.**

- a. **Federal Navigation Project.** The MDSPGP-2 does not authorize interference with any Federal navigation project. The permittee understands and agrees that, if future operations of the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration. (See VI.A.7.a. of the MDSPGP-2)
- b. **Other Federally Authorized Civil Work Projects (i.e., flood control, dams, and reservoirs).** The MDSPGP-2 does not authorize interference with any proposed or existing Federally authorized civil works project.

7. **Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project, or uses thereof, as a result of other permitted or unpermitted activities or from natural causes;
 - b. Damages to the permitted project, or uses thereof, as a result of current or future activities undertaken by or on behalf of the United States in the public interest;
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit;
 - d. Design or construction deficiencies associated with the permitted work; and
 - e. Damage claims associated with any future modification, suspension, or revocation of the MDSPGP-2 or any specific MDSPGP-2 verification.
8. **Navigation.** Projects authorized under the MDSPGP-2 shall not cause interference with navigation, and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized under the MDSPGP-2. Nothing in the MDSPGP-2 shall in any way restrict the District Engineer, U.S. Army Engineer District, Baltimore, from exercising his legal authority to protect the public interest in navigation or from exercising his authority under Navigation Servitude of the United States. (See VI.A.7.a of the MDSPGP-2)

C. **Minimization of Environmental Impacts:**

1. **Minimization.** Discharges of dredged or fill material into Waters of the United States and adverse impacts of such discharges on the aquatic ecosystem shall be avoided and minimized to the maximum extent practicable on-site.
2. **Mitigation.** Generally, compensatory mitigation will be required for all permanent tidal or nontidal wetland impacts either through the State's tidal or nontidal wetland compensation fund or by the permittee as required by the special condition of the MDSPGP-2 or the State authorization.
3. **Work in Wetlands.** Heavy equipment working in wetlands shall be avoided if possible and, if required, shall minimize soil and vegetation disturbance by using techniques such as timber mats, geotextile fabric, and vehicles with low-pressure tires. Disturbed areas in wetlands shall be restored to pre-construction contours and elevations upon completion of the work.
4. **Temporary Fill and Mats.** Temporary fill and the use of mats are both considered discharge of fill material and must be included in the quantification of impact area authorized by the MDSPGP-2. Temporary fill (e.g., access roads, cofferdams) in waters and wetlands authorized by the MDSPGP-2 shall be properly stabilized during use to prevent erosion. Temporary fill in wetlands shall be placed on geotextile fabric laid on existing wetland grade. Upon completion of the work, all temporary fills shall be disposed of at an upland site, suitably contained to prevent erosion and transport to a waterway or wetland. Temporary fill areas shall be restored to their original contours and elevations and revegetated with comparable native species.
5. **Erosion and Sediment Control.** Adequate erosion and sediment control measures, practices and devices, such as vegetated filter strips, geotextile silt fences, phased construction, or other devices or methods, shall be used to reduce erosion and retain sediment on-site during and after construction. These devices and methods shall be capable of a) preventing erosion, b) collecting sediment and suspended and floating materials, and c) filtering fine sediment. Erosion and sediment control devices shall be removed when the work is complete and the site has been successfully stabilized. The sediment collected by these devices shall be removed and placed at an upland location, in a manner that will prevent its later erosion into a waterway or wetland. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date.

6. **Water Crossings.**
 - a. All temporary and permanent crossings of waterbodies shall be suitably bridged, culverted or otherwise constructed to withstand and to prevent the restriction of high flows; to maintain existing low flows; and to prevent the obstruction of movement by aquatic life indigenous to the waterbody.
 - b. No open trench excavation shall be conducted in-stream without use adequate diversion structures.
 - c. Equipment shall cross streams only at suitably constructed permanent or temporary crossings.
 - d. Temporary structures and fills shall be removed and the area restored to its original contours and elevations, or to the conditions specified in the approved plans. The temporary structures and the areas of fill associated with these structures must be included in the total waterway/wetlands impacts.
7. **Utility Lines.**
 - a. Impacts shall be minimized by using directional drilling, jack and bore, missile, or similar methods when feasible.
 - b. All in-stream work shall be conducted "in the dry" whenever practicable, by using stream diversion devices other than earthen or stone cofferdams.
8. **Discharge of Pollutants.** All activities that are authorized under the MDSPGP-2 and that involve any discharge or relocation of pollutants into Waters of the United States shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the Clean Water Act (33 U.S.C. 1251 et. Seq.), and applicable State and local laws and regulations.
9. **Spawning Areas.** Discharge in fish and shellfish spawning or nursery areas during spawning seasons shall be avoided. Impacts to these areas shall be avoided or minimized to the maximum extent practicable during all other times of year.
10. **Environmental Values.** The permittee shall make every reasonable effort to construct or operate the work authorized under the MDSPGP-2 in a manner that maintains as many environmental values as practicable, and that avoids or minimizes any adverse impacts on existing fish, wildlife and natural environmental values.

D. Procedural Conditions:

1. **Inspections.** The permittee shall permit the District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary to ensure that the work is being performed in accordance with the terms and conditions of the MDSPGP-2. The District Engineer may also require post-construction engineering drawings (as-built plans) for completed work, and post-dredging survey drawings for any dredging work.
2. **Compliance Certification.** Every permittee who receives a written MDSPGP-2 verification shall submit a signed certification regarding the completed work and any required mitigation. The certification form will be forwarded to the permittee with the MDSPGP-2 verification. The completed form will include the following:
 - a. A statement that the authorized work either was or was not done in accordance with the MDSPGP-2 verification, including any general and/or specific conditions. If the activity was not done in accordance with the MDSPGP-2 verification, including any general and/or specific conditions, the permittee shall describe the specifics of the deviation from the authorized activity.
 - b. A statement that any required mitigation was or was not completed in accordance with the permit conditions. If the mitigation was not completed in accordance with the permit conditions, the permittee shall describe the specifics of the deviation from the permit conditions.
 - c. The signature of the permittee, certifying the completion of the work and compensatory mitigation.

After the project is completed, the certification shall be sent to the District at the following address:

U.S. Army Corps of Engineers
Baltimore District
Attn: CENAB-OP-R
P.O. Box 1715
Baltimore, MD 21203-1715

3. **Maintenance.** The permittee shall maintain the work or structures authorized in good condition and in compliance with the terms and conditions of the MDSPGP-2.

4. **Property Rights.** The MDSPGP-2 does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.
5. **Modification, Suspension and Revocation.** The MDSPGP-2, or any verification under it, may be either modified, suspended, or revoked in whole or in part pursuant to Department of the Army policies and procedures and any such action shall not be the basis for any claim for damages against the United States.
6. **Restoration.** The permittee, upon receipt of a notice of revocation of authorization under the MDSPGP-2, shall restore the wetland or waterway to its former condition, without expense to the United States and as directed by the Secretary of the Army or his authorized representative. If the permittee fails to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.
7. **Special Conditions.** The Corps may impose other special conditions on any project authorized under the MDSPGP-2, in cases where the Corps determines that special conditions are necessary to avoid or minimize adverse effects on the environment or on any other factor of public interest. Failure to comply with all conditions of the authorization/verification, including special conditions, will constitute a permit violation/unauthorized work and may subject the permittee to criminal, civil, or administrative penalties, and/or restoration.
8. **False or Incomplete Information.** If the Corps verifies a project under the MDSPGP-2 and subsequently discovers that it has relied on false, incomplete or inaccurate information provided by the permittee, the MDSPGP-2 verification may be revoked and the Government may institute appropriate legal proceedings.
9. **Compliance.** Any activity performed in Waters of the United States, including wetlands and navigable waters, that is not in compliance with all the terms and conditions of the MDSPGP-2 that includes the MDSPGP-2 Category List activity-specific conditions, constitutes unauthorized work and is subject to an enforcement action by the Corps or the Environmental Protection Agency (EPA). Furthermore, the MDSPGP-2 does not delegate any Section 404 enforcement or regulatory authority. When unauthorized work occurs in Waters of the United States, including wetlands and navigable waters, it is subject to one or more of the following responses by EPA and/or the Corps:
 - a. A Cease and Desist order and/or an administrative compliance order requiring remedial action.
 - b. Initiation and assessment of Class I administrative penalty order pursuant to Section 309(g) of the Clean Water Act.
 - c. Initiation and assessment of a Class II administrative penalty for continuing violation pursuant to Section 309(g) of the Clean Water Act.
 - d. Referral of the case to the U.S. Attorney with a recommendation for a civil or criminal action.
 - e. If the Corps determines that an after-the-fact application is appropriate, it will be reviewed following the appropriate procedures.
 - f. Any other appropriate response.



DEPARTMENT OF THE ARMY
 BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
 P.O. BOX 1715
 BALTIMORE, MD 21203-1715

REPLY TO
 ATTENTION OF

MDSPGP-2 PERMIT COMPLIANCE, SELF-CERTIFICATION FORM (10/1/01)

Corps Permit No. 200664490/06-NT-2103 Date of Issuance September 9, 2006
 Project Name Federal Highway Administration Applicant Name Federal Highway Administration
 Waterway _____ County Worcester

Dear Permittee:

In accordance with the compliance certification condition of your MDSPGP-2 authorization, you are required upon completion of all permitted work, or if mitigation/compensation is required, within one year from the date of issuance of the above referenced permit, to complete and sign this certification form and return it to the Corps of Engineers, Baltimore District to the address shown above and include ATTN: CENAB-OP-R.

Please note that the permitted activity is subject to compliance inspections by U.S. Army Corps of Engineers representatives. As a condition of this permit, failure to return this notification form, provide the required information below, or to perform the authorized work in compliance with the permit, can result in suspension, modification or revocation of your authorization in accordance with 33 CFR Part 325.7 and/or administrative, civil, and/or criminal penalties, in accordance with 33 CFR part 326.

Please provide the following information:

1. Date authorized work commenced: _____ 2. Date authorized work completed: _____
3. Was all work and any required mitigation, completed in accordance with your MDSPGP-2 authorization, including all general and/or specific conditions? YES ___ NO ___
4. Explain in detail any deviations to the authorized work and/or mitigation (use additional sheets if necessary) _____

5. Was mitigation accomplished through a contribution to the Maryland Nontidal Wetlands Compensation Fund?
 YES ___ NO ___ (if NO complete Nos. 6 and 7 below).
6. Wetland Mitigation: Required? YES ___ NO ___ Required Completion Date _____
 Completed? YES ___ NO ___ Mitigation Monitoring Reports Required? YES ___ NO ___
7. Attach labeled photographs showing completed work including mitigation area(s).

I hereby certify that, except as noted above, that all work, including mitigation, has been completed in accordance with the terms and conditions, including special conditions of the above referenced permit.

Signature of Permittee _____ Date _____

Signature of Contractor/Agent _____ Date _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MD 21203-1715

REPLY TO
ATTENTION OF

Effective October 1, 2001

200664490/06-NT-2103
Corps Permit Number

MDSPGP-2
CATEGORY I ACTIVITIES
Fill Activities
Minor Nontidal Fills

This activity authorizes discharges of dredged or fill material in nontidal wetlands and nontidal streams which are perennial, intermittent, or ephemeral in nature. All discharges authorized by this activity must comply with the activity-specific impact limits and conditions listed below, in addition to the general conditions of this permit. Discharges that do not meet the impact limits and/or conditions do not qualify for authorization under Category I and will be reviewed under Category III or alternate Corps permit review. (Section 404; **limited to nontidal wetlands and streams**)

- A. Impact Limits:** The total temporary and permanent impact to Waters of the United States, which includes nontidal wetlands and streams, is limited to less than 5,000 square feet. Included in this areal limit, is a maximum distance impact limit to all nontidal streams of no more than 500 linear feet, which is measured along the centerline of the stream. The stream width is measured bank to bank at the ordinary high water line. The acreage of impact to all Waters of the United States includes the filled area, both temporary and permanent, plus those that are adversely affected by the project through permanent flooding, draining, or mechanized landclearing.
- B. Conditions:**
1. Application must be submitted to MDE for Federal authorization.
 2. The discharge must be part of a single and complete project that includes all attendant features, both temporary and permanent. (See General Condition VI.A.5 concerning "single and complete project.")
 3. This activity authorizes work only in nontidal wetlands and nontidal streams. For the purposes of this activity, nontidal wetlands are defined as those jurisdictional wetlands that are located landward of the spring high tide line and that are not subject to the ebb and flow of the tide.
 4. This activity does not authorize types of work for which there are specific Category I activities, such as road crossings, utility lines, etc.
 5. This activity does not authorize stream restoration projects. These must be reviewed under Category III or Nationwide Permit #27.
 6. This activity does not authorize any channelizing of, or placement of any pipe in, perennial or intermittent streams.
 7. This activity does not authorize the construction of berms for stormwater management facilities, permanent dikes, dams, water withdrawals, or water diversions. This does not authorize the construction of any kind of pond. It does authorize impacts for the purpose of enhancing farmed wetlands located in agriculture fields or restoring or enhancing hydrology to a prior-converted wetland.
 8. This activity does not authorize the construction or expansion of golf courses or ski areas and associated facilities, which includes support buildings and residential development.
 9. In-stream work must be conducted "in the dry" whenever practicable. This should be accomplished by using stream diversion devices, other than earthen or stone cofferdams.
 10. The activity must not restrict the movements of aquatic organisms including anadromous and resident fish species.



MARYLAND DEPARTMENT OF THE ENVIRONMENT

1800 Washington Boulevard • Baltimore MD 21230
410-537-3000 • 1-800-633-6101

Martin O'Malley, Governor
Anthony G. Brown, Lieutenant Governor

Shari T. Wilson, Secretary
Robert M. Summers, Ph.D., Deputy Secretary

STORMWATER MANAGEMENT AND
SEDIMENT & EROSION CONTROL APPROVAL
STATE/FEDERAL PROJECTS

APPROVED BY: [Signature]
Chief, Sediment and Stormwater Plan Review Division
(Pursuant to Criteria Noted Below)

MDE NUMBER: 06-SF-0303

EFFECTIVE DATE: January 14, 2008

IN COMPLIANCE WITH: Environment Article, Sections 4-106 and 4-205
Annotated Code of Maryland

APPROVAL IS HEREBY GRANTED: Federal Highway Administration

ADDRESS: Eastern Federal Lands Highway Division
21400 Ridgetop Circle
Sterling, VA 20166-6511

Attn: Mr. Tom Shifflett, PE

RECEIVED
2008 JAN 16 PM 1:18
EASTERN FEDERAL LANDS
HIGHWAY DIVISION
STERLING, VA

HEREINAFTER KNOWN AS OWNER,
FOR THE PLANS AND SPECIFICATIONS PRESENTED FOR: Project No. PRA-CHOH 102(1)
Chesapeake and Ohio Canal National Historic Park - Great Falls Entrance Road,
Montgomery County

PLANS DATED: January 31, 2007

REVISIONS DATED: 1/14/2008

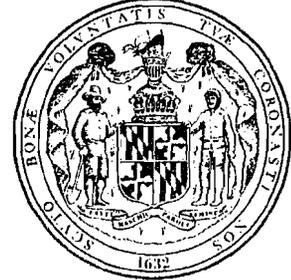
This APPROVAL is granted subject to the following conditions:

- 1. This Approval shall become null and void if the construction authorized herein has not begun within two (2) years from the granting of this Approval.
2. The Approval is subject to all laws and regulations now in effect and may be revoked if it is subsequently determined that this authorization violates other laws of the State.
3. The location and dimensions of all Sediment Control structures, excavation and filling shall be in accordance with plans approved by the Department of the Environment Water Management Administration (MDE/WMA).
4. Off-site borrow or waste sites require local county and Soil Conservation District approvals if they are located on private property or MDE/WMA approval if on State or Federal property.
5. The Owner or his authorized agent shall notify the MDE/WMA Compliance Program at (410) 537-3510, at least seven (7) days prior to initiation of the project and five (5) days after work ends.
6. A Stormwater Management Quantity Waiver has been granted for this project under Section 3.3.B.5 of the Maryland Department of the Environment Stormwater Management Guidelines for State and Federal Projects.

JKT/apm

STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER MANAGEMENT ADMINISTRATION
LETTER OF AUTHORIZATION

AUTHORIZATION NUMBER: 200664490/06-NT-2103
EFFECTIVE DATE: September 9, 2006
EXPIRATION DATE: September 9, 2009
AUTHORIZED PERSON: Federal Highway Administration
21400 Ridgetop Circle
Sterling, VA 20166



IN ACCORDANCE WITH ENVIRONMENT ARTICLE §5-503(A) AND §5-906(A), ANNOTATED CODE OF MARYLAND (1996 REPLACEMENT VOLUME), COMAR 26.17.04 AND 26.23.01, AND THE ATTACHED GENERAL AND SPECIFIC CONDITIONS, Federal Highway Administration ("PERMITTEE"), IS HEREBY AUTHORIZED BY THE WATER MANAGEMENT ADMINISTRATION ("ADMINISTRATION") TO CONDUCT A REGULATED ACTIVITY IN A NONTIDAL WETLAND, BUFFER, OR EXPANDED BUFFER, AND/OR TO CHANGE THE COURSE, CURRENT OR CROSS-SECTION OF WATERS OF THE STATE, IN ACCORDANCE WITH THE ATTACHED PLANS, DATED July 2006 APPROVED BY THE DIVISION ON 9/5/2006 ("APPROVED PLAN") AND PREPARED BY U.S. Department of Transportation/Federal Highway Administration/Eastern Federal Lands Highway Division AND INCORPORATED HEREIN, AS DESCRIBED BELOW:

To temporarily impact 4,714 square feet of emergent nontidal wetland for the replacement of culverts, maintenance of roadside ditches and slurry seal of existing roads and parking areas. The site is located on Bayberry and Oceanside Drives, Assateague Island National Seashore, Worcester County, Maryland.


Amanda L. Sigillito
Division Chief
Nontidal Wetlands & Waterways Division

SAD/mjr

Attachments: Conditions of Authorization

cc: Walter Washington, Jr. - U.S. Army Corps of Engineers
Reid Davis - Federal Highway Admin.
David J. Pushkar - WMA Compliance Program w/file

2006 SEP 15 11 31 11
RECEIVED

THE FOLLOWING CONDITIONS OF AUTHORIZATION APPLY TO ALL ACTIVITIES AUTHORIZED BY AUTHORIZATION NUMBER 200664490/06-NT-2103:

1. **Validity:** Authorization is valid only for use by Authorized Person. Authorization may be transferred only with prior written approval of the Administration. In the event of transfer, transferee agrees to comply with all terms and conditions of Authorization.
2. **Initiation of Work, Modifications and Extension of Term:** Authorized Person shall initiate authorized activities with two (2) years of the Effective Date of this Authorization or the Authorization shall expire. Authorized Person may submit written requests to the Administration for (a) extension of the period for initiation of work, (b) modification of Authorization, including the Approved Plan, or, (c) not later than 45 days prior to Expiration Date, an extension of the term. Requests for modification shall be in accordance with applicable regulations and shall state reasons for changes, and shall indicate the impacts on nontidal wetlands, streams, and the floodplain, as applicable. The Administration may grant a request at its sole discretion.
3. **Responsibility and Compliance:** Authorized Person is fully responsible for all work performed and activities authorized by this Authorization shall be performed in compliance with this Authorization and Approved Plan. Authorized Person agrees that a copy of the Authorization and Approved Plan shall be kept at the construction site and provided to its employees, agents and contractors. A person (including Authorized Person, its employees, agents or contractors) who violates or fails to comply with the terms and conditions of this Authorization, Approved Plan or an administrative order may be subject to penalties in accordance with §5-514 and §5-911, Department of the Environment Article, Annotated Code of Maryland (1990 Replacement Volume).
4. **Failure to Comply:** If Authorized Person, its employees, agents or contractors fail to comply with this Authorization or Approved Plan, the Administration may, in its discretion, issue an administrative order requiring Authorized Person, its employees, agents and contractors to cease and desist any activities which violate this Authorization, or the Administration may take any other enforcement action available to it by law, including filing civil or criminal charges.
5. **Suspension or Revocation:** Authorization may be suspended or revoked by the Administration, after notice of opportunity for a hearing, if Authorized Person: (a) submits false or inaccurate information in Permit application or subsequently required submittals; (b) deviates from the Approved Plan, specifications, terms and conditions; (c) violates, or is about to violate terms and conditions of this Authorization; (d) violates, or is about to violate, any regulation promulgated pursuant to Title 5, Department of the Environment Article, Annotated Code of Maryland as amended; (e) fails to allow authorized representatives of the Administration to enter the site of authorized activities at any reasonable time to conduct inspections and evaluations; (f) fails to comply with the requirements of an administrative action or order issued by the Administration; or (g) does not have vested rights under this Authorization and new information, changes in site conditions, or amended regulatory requirements necessitate revocation or suspension.
6. **Other Approvals:** Authorization does not authorize any injury to private property, any invasion of rights, or any infringement of federal, State or local laws or regulations, nor does it obviate the need to obtain required authorizations or approvals from other State, federal or local agencies as required by law.
7. **Site Access:** Authorized Person shall allow authorized representatives of the Administration access to the site of authorized activities during normal business hours to conduct inspections and evaluations necessary to assure

compliance with this Authorization. Authorized Person shall provide necessary assistance to effectively and safely conduct such inspections and evaluations.

8. **Inspection Notification:** Authorized Person shall notify the Administration's Compliance Program at least five (5) days before starting authorized activities and five (5) days after completion. For Frederick, Washington, Allegany and Garrett counties, Authorized Person shall call (301) 689-8494. For all other counties, call the Baltimore office at (410) 631-3510.
9. **Sediment Control:** Authorized Person shall obtain approval from the Worcester County Soil Conservation District for a grading and sediment control plan specifying soil erosion control measures. The approved grading and sediment control plan shall be included in the Approved Plan, and shall be available at the construction site.
10. **Federally Mandated State Authorizations:**
 - X Water Quality Certification:** Water Quality Certification is granted for this project provided that all work is performed in accordance with the authorized project description and associated conditions.
 - X Coastal Zone Consistency:** This Authorization constitutes official notification that authorized activities are consistent with the Maryland Coastal Zone Management Program, as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended. Activities within the following counties are not subject to this requirement: Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington.
11. **Best Management Practices During Construction:** Authorized Person, its employees, agents and contractors shall conduct authorized activities in a manner consistent with the Best Management Practices specified by the Administration.
12. **Disposal of Excess:** Unless otherwise shown on the Approved Plan, all excess fill, spoil material, debris, and construction material shall be disposed of outside of nontidal wetlands, nontidal wetlands buffers, and the 100-year floodplain, and in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands.
13. **Temporary Staging Areas:** Temporary construction trailers or structures, staging areas and stockpiles shall not be located within nontidal wetlands, nontidal wetlands buffers, or the 100-year floodplain unless specifically included on the Approved Plan.
14. **Temporary Stream Access Crossings:** Temporary stream access crossings shall not be constructed or utilized unless shown on the Approved Plan. If temporary stream access crossings are determined necessary prior to initiation of work or at any time during construction, Authorized Person, its employees, agents or contractors shall submit a written request to the Administration and secure the necessary permits or approvals for such crossings before installation of the crossings. Temporary stream access crossings shall be removed and the disturbance stabilized prior to completion of authorized activity or within one (1) year of installation.
15. **Discharge:** Runoff or accumulated water containing sediment or other suspended materials shall not be discharged into waters of the State unless treated by an approved sediment control device or structure.
16. **Instream Construction Prohibition:** To protect important aquatic species, motor driven construction equipment shall not be allowed within stream channels unless on authorized ford crossings. Activities within stream channels

are prohibited as determined by the classification of the stream (COMAR 26.08.02.08): is a Use waterway; in-stream work may not be conducted from inclusive, of any year.

17. **Instream Blasting**: Authorized Person shall obtain prior written approval from the Administration before blasting or using explosives in the stream channel.
18. **Minimum Disturbance**: Any disturbance of stream banks, channel bottom, wetlands, and wetlands buffer authorized by Permit or Approved Plan shall be the minimum necessary to conduct permitted activities. All disturbed areas shall be stabilized vegetatively no later than seven (7) days after construction is completed or in accordance with the approved grading or sediment and erosion control plan.
19. **Restoration of Construction Site**: Authorized Person shall restore the construction site upon completion of authorized activities. Undercutting, meandering or degradation of the stream banks or channel bottom, any deposition of sediment or other materials, and any alteration of wetland vegetation, soils, or hydrology, resulting directly or indirectly from construction or authorized activities, shall be corrected by Authorized Person as directed by the Administration.
20. **Drainage**: Permittee shall ensure that existing drainage patterns remain unaltered. Existing flow, into and out of the wetland, shall be retained and no impediment to drainage may be created that would pose a potential flooding hazard.

This Letter of Authorization is granted subject to the following:

SPECIFIC NONTIDAL WETLANDS BEST MANAGEMENT PRACTICES

The following practices are part of the engineering design plans, entitled, **Assateague Island National Seashore/Plans for Proposed Project PRA-ASIS 14(3)** under the heading of "**Conditions and Best Management Practices**", and must be followed

- a) Strip, stockpile and maintain separately the top 6" of soil material from the wetland, to be replaced as the top layer of any backfilled material;
- b) Place materials in a location and manner which does not adversely impact surface or subsurface water flow into or out of the nontidal wetland, and does not impede the existing drainage pattern or create a flooding hazard for adjacent properties;
- c) Use previously excavated material as backfill, unless it contains waste metal products, unsightly debris, toxic material or any other deleterious substance. Use clean borrow material when excavated material is not suitable for use as backfill;
- d) Place heavy equipment on mats or suitably design the equipment to prevent damage to the nontidal wetlands;
- e) Rectify any nontidal wetlands temporarily impacted by any proposed repair and maintenance activity or installation of the utility line. All temporary fills shall be removed in their entirety on or before the completion of construction, and annual vegetation must be used when any vegetative stabilization is performed. All stabilization in the wetland and buffer shall be of the following recommended species: Annual Ryegrass (*Lolium multiflorum*), Millet (*Setaria italica*), Barley (*Hordeum sp.*), Oats (*Uniola sp.*), and/or Rye (*Secale cereale*). These species will allow for the stabilization of the site while also allowing for the voluntary revegetation of natural wetland species. Other non-persistent vegetation may be acceptable, but must be approved by the Division. Kentucky 31 fescue shall not be utilized in the wetland or buffer areas. The area should be seeded and mulched to reduce erosion after construction activities have been completed;
- f) Repair and maintain any serviceable structure or fill so there is no permanent loss of nontidal wetlands in excess of nontidal wetlands lost under the original structure or fill;
- g) After installation has been complete, make post construction grades and elevations of nontidal wetlands the same as the original grades and elevations. All backfill must be performed with material excavated from the site with the exception of riprap to be placed for the purposes of sediment and erosion control, and
- h) Utilize site plan indicated above to temporarily impact 4,714 s.f. of emergent nontidal wetland for the replacement of culverts, maintenance of roadside ditches and slurry seal of existing roads and parking areas.

U.S. ARMY CORPS OF ENGINEERS AUTHORIZATION

The U.S. Army Corps of Engineers has reviewed this activity as a Category I project and has given authorization under the Maryland State Programmatic General Permit-2 (MDSPGP-2). The terms and conditions of the MDSPGP-2, as outlined in the attached document, must be followed when performing the authorized work.



U.S. Department
of Transportation

**Federal Highway
Administration**

Eastern Federal Lands
Highway Division

21400 Ridgetop Circle
Sterling, VA 20166-6511

MAR 13 2007

In Reply Refer To: HFPP-15

Mr. Scotty Mazyck
Verizon - RPC
P.O. Box 60
Cockeysville, MD 21030

Subject: Project CHOH 102(1)-Chesapeake and Ohio Canal National Historic Park
Letter of Agreement (LOA) DTFH71-07-U-30001

Dear Mr. Mazyck:

In accordance with the Verizon cost estimate prepared on February 1, 2007, \$75,184.00 in funding is hereby authorized to relocate aerial facilities to customer-placed manholes and conduits related to Project PRA-CHOH 102(1) at Chesapeake and Ohio Canal National Historical Park in Montgomery County, Maryland.

This letter and the enclosed cost estimate constitute Letter of Agreement Number DTFH71-07-U-30001. Please refer to the letter of agreement number on invoices and submit for payment, based on actual costs incurred, to the attention of the Finance Office at this address.

If the actual cost for the work will exceed the total amount authorized by this LOA (not to exceed \$75,184.00) please justify the need for additional funds and the LOA amount can be modified. The cost may not exceed the stated amount without prior authorization; an LOA modification must be agreed to and signed by both parties. Invoices submitted that exceed the costs agreed to by both parties will be returned without payment.

Please indicate your acceptance of this Letter of Agreement by signing as indicated on the duplicate originals and returning one original signed LOA to us. If you have any questions or



Advance Payment
Transmittal Form

20-1449
03/05



VERIZON WORK ORDER
MD

04A03405

Date Prepared 2007/02/01

Budget/Work Center(West) or Responsibility Code
(East): DV750V850

Customer Name	Telephone Number	Total Advance Payment Amount	
FEDERAL HIGHWAY ADMINISTRATION ATTN: SCOTT WINBURN	703-404-6358	\$75184.00	
Customer Address	City	State	Zip Code
21400 RIDGETOP CIRCLE	STERLING	VA	20166

Engineer's Name	Telephone Number	Fax Number	Email Address
SCOTTY MAZYCK	301-595-6051	301-572-2841	scotty.mazyck@verizon.com
Address	City	State	Zip Code
3901 CALVERTON BLVD 3RD FLOOR	BELTSVILLE,	MD	20705

Customer:

- 1.) Please make your payment payable to Verizon
- 2.) Please make a copy for your records.
- 3.) Mail this form, your payment and the signed agreement letter to:

Verizon - RPC
P.O. Box 60
Cockeysville, MD 21030

Please allow three(3) business days for payment processing. Verizon will notify you when the payment has been received and provide you with a construction work schedule.

Remit Key MDZZZZZZ04A03405 FEDERAL HIGHWAY ADMINISTRATION \$75184.00

VSPB Sequence Key

00002

Notice: Not for use or disclosure outside the Verizon companies without prior written permission.

ENCLOSURE



U.S. Department
of Transportation
**Federal Highway
Administration**

Eastern Federal Lands
Highway Division

21400 Ridgetop Circle
Sterling, VA 20166-6511

MAY 31 2007

In Reply Refer to: HFPP-15

Mr. Stephen J. Park
Senior Engineer
Potomac Electric Power Company
3400 Benning Road, NE.
Washington, DC 20019

Subject: Project CHOH 102(1) Chesapeake and Ohio Canal National Historic Park
Letter of Agreement (LOA) DTFH71-07-U-30002, Modification Number 1

Dear Mr. Park:

In response to your providing the updated Potomac Electric Power Company estimate (enclosed) an additional \$84,000 (up to \$381,150.00) in funding is hereby authorized for cable installation and pole removal related to the subject project in Montgomery County, Maryland.

This modification signed by both parties and the enclosed cost estimate constitute the LOA. Please refer to the LOA on invoices and submit for payment, based on the actual costs incurred. Our billing address for invoices, effective June 11, 2007, will no longer be at our Sterling, Virginia, office. Portable Data File (PDF) invoices may be sent electronically to FederalLandsInvoices@faa.gov. If preferred, hard copy invoices may be sent by U.S. Mail to Federal Lands Highway A/P Branch, AMZ-150, PO Box 25710, Oklahoma City, OK 73125. The express-mail service delivery address is Federal Lands Highway A/P Branch, AMZ-150, 6500 South MacArthur Boulevard, Oklahoma City, OK 73169.

If the actual cost for the work will exceed the total amount authorized by this LOA, as modified, (not to exceed \$381,150.00) please justify the need for additional funds and the LOA amount can be modified. The cost may not exceed the stated amount unless the additional costs have been justified and a modification reflecting the new cost to the LOA has been agreed to and signed by both parties. Invoices submitted which exceed the costs agreed to by both parties will be returned without payment.

This modified agreement is effective as of the latest date signed and until work is completed and all invoices have been submitted and paid, or ten years from execution date of the modified LOA, whichever is sooner. Please indicate your acceptance of this LOA by signing as

**MOVING THE
AMERICAN
ECONOMY**

indicated and returning the original to us at the above address. If you have questions or comments, please contact Mr. Jeffrey Zaharewicz, NPS Programs Manager, at 703-404-6293.

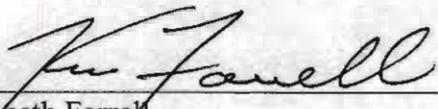
Sincerely yours,



Melisa L. Ridenour
Division Engineer

Enclosure

Acceptance:

 6/12/07
Kenneth Farrell Date
Manager, Distribution Engineering, Maryland

cc:

Mr. Kevin Brandt, Superintendent, Chesapeake & Ohio Canal NHP, Hagerstown, MD

Estimate for C&O Canal Underground Project (WR 3163791)

Line Item	Percentage	Quantity	Cost
DEMOLITION			
Overhead Wire Removal (3 Phases of 8,000')		24,000'	\$35,000.00
Pole Removal		37	\$16,000.00
Traffic Control			\$4,000.00
Sub-Total Demolition			\$51,000.00
NEW INSTALLATION			
Cable (#2 EPJ)		8,450'	\$130,000.00
Fireproofing		144	\$45,000.00
Cable Racks		60	\$19,000.00
Cable Joints		15	\$22,000.00
Pole Installation		4	\$80,000.00
Traffic Control			\$16,000.00
Sub-Total Installation			\$312,000.00
Total			\$363,000.00
Other Materials	5%		\$18,150.00
Engineering Charges		230 Hour	\$25,000.00
TOTAL			\$381,150.00