

Contract No.:



U S DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

EASTERN FEDERAL LANDS HIGHWAY DIVISION

**PROJECT PRA BLRI 2P16 SLIDE
BLUE RIDGE PARKWAY**

SOLICITATION

IFB NO.: DTFH71-08-B-00024

PMIS: 141267

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

CONTRACTOR:

ADDRESS:

STATE: North Carolina

COUNTY: Buncombe

PARK / REFUGE / NF: Blue Ridge Parkway

ROADWAYS:	STATIONS	FEET
Parkway	9+50 to 14+80	530

PROJECT LENGTH TOTAL: **530**

TYPE OF IMPROVEMENT:

Restoration and stabilization of the slide area in the failed retaining wall at the Craggy Garden's Visitor Center near milepost 364.72 using a MSE retaining wall with rock facing.

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

NOTICE TO BIDDERS

CONTRACT FORMAT:

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

PROPOSAL BOOKLET AND OFFER SUBMITTAL:

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

CONSTRUCTION CONTRACTS:

As stated in FAR Clause 52.236-1, the **Contractor shall perform on the site, and with its own organization, work equivalent to at least 50%**. Additional guidance is given in FAR Subpart 35.005 where the majority of the project work is complex and specialized such as restoration work, bridge painting, and proprietary construction techniques (i.e. proprietary Cintec arch strengthening.) There are exceptions and they will be reviewed on a case-by-case basis.

HAZARDOUS MATERIALS IDENTIFICATION AND MATERIAL SAFETY DATA:

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

ATTENTION LARGE BUSINESSES - UTILIZATION OF SMALL BUSINESS CONCERNS:

Large business Offerors should note their responsibilities in the awarding of subcontracts in accordance with FAR Clause 52.219-8, Utilization of Small Business Concerns. The offeror, if a large business concern, should note its responsibility to establish and conduct a Subcontracting Plan in accordance with FAR Clause 52.219-9, Alternate I, Small Business Subcontracting Plan. If the apparent Low Offeror is a LARGE BUSINESS it will be required to submit a Subcontracting Plan within 2 weeks of receipt of request from the Contracting Officer. If the apparent low offeror fails to submit a subcontracting plan acceptable to the Contracting Officer within the allowable time, the offeror may be ineligible for award of the contract. PLEASE NOTE: A sample plan is included in this solicitation package for your use.

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

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

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

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

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

NOTICE TO BIDDERS - (CONT'D.)

This should be completed before submitting a bid package.

PAYMENT:

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

PROGRESS PAYMENTS:

ALL payments will be made via Electronic Funds Transfer (EFT) as such; the payment information in the CCR must be accurate in order for contractors' invoices to be considered proper invoices for the purpose of prompt payment under DOT contracts. Contractors must input and maintain (update as necessary) their EFT information in the CCR database. Offerors are advised that under FAR Clause 52.232-5, Payments Under Fixed Price Construction Contracts, upon request, progress payments will include premiums paid by the Contractor to obtain performance and payment bonds as required under this contract. These payments shall not be made in addition to the contract price. As specified in 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.fbo.gov/spg/DOT/FHWA/71/postdatePrevDays_1.html

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:

eflhd.contracts@fhwa.dot.gov.

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

PLEASE NOTE: for security reasons, individuals requiring access to all government buildings must present a valid photo ID and be escorted to their destination by a Government employee. All visitors attending bid openings are urged to arrive at least 1 hour prior to schedule bid opening. All visitors must register with the receptionist in Room 100. A Government employee will collect all bids. Prior to bid opening, a Government employee will escort all bidders to the bid opening. Unescorted visitors will be denied entry and no exceptions will be made.

CHECKLIST FOR BID SUBMISSION

The following is a checklist of items included in the proposal/bid package that are required to be completed and returned (or filled in on-line) to the address in Block 8 of the Standard Form 1442, Solicitation, Offer, and Award (page A-1). This checklist is for informational purposes only and is not required to be filled out by the bidder. **Failure to submit a complete bid may be cause to reject your bid.**

1. Bid Envelope:

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

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

- a. Block 14: Name and Address of Bidder.
- b. Block 15: Telephone Number of Bidder.
- c. Block 16: Remittance Address if different from Block 14.
- d. Block 19: **All** Amendments Acknowledged, with dates of Amendments.
- e. Block 20: Bid is signed and dated.

3. Bid Schedule - (Pages B-1 through B-4)

- 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-00024	2. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (<i>IFB</i>) <input type="checkbox"/> Negotiated (<i>RFP</i>)	3. Date Issued 06/17/08	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-BLRI 2P16
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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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See Continuation of SF 1442	SOLICITATION
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"	

10. The Government requires performance of the work described in these documents (title, identifying no., date):
This Invitation for Bids is for the Blue Ridge Parkway located in Buncombe County, North Carolina 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-4.
- * Special Contract Requirements, Section J - pages J-1 through J-36.
- * Plans (Drawings), Sheets 1 through 34.
- * Soils and Foundation Report, Pages 1 through 65.

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.	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 **07/01/08**. 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 (4 copies unless otherwise specified)	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) ()
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26. ADMINISTERED BY Federal Highway Administration Eastern Federal Lands Highway Division 21400 Ridgetop Circle Sterling, Virginia 20166-6511	27. PAYMENT WILL BE MADE BY: Federal Highway Administration Eastern Federal Lands Highway Division Finance Division, Room 357 21400 Ridgetop Circle Sterling, Virginia 20166-6511
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

CONTINUATION OF SF 1442

Block 2:

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

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

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

Facsimile and electronic bids will not be accepted.

PHYSICAL DATA AVAILABLE FOR REVIEW

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

Block 9:

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

eflhd.contracts@fhwa.dot.gov. 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 * **272** calendar days.

The completion time for the contract will be the time offered by the successful bidder, **not to exceed** the maximum time above. **Contract Award/Notice to Proceed is subject to receipt of permits.** Notice to Proceed, or date specified in the Notice to Proceed will be issued within 30 days following receipt of acceptable performance and payment bonds.

The work requires contractor design or construction experience per Section 255 and 260 of the FP and SCR's.

The Parkway is currently closed and a detour is in place. The Parkway may remain closed to perform the work until April 1, 2009. After April 1, 2009, a minimum of one lane of traffic must be open to the public at all times. After May 16, 2009, both lanes must be open to the public at all times.

CONTINUATION OF SF 1442

Block 12A:

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

Block 13:

A bid guarantee in the amount of not less than 20 percent of the bid price or \$3 million, whichever is less, is required with this bid. If the bidder fails to provide the required bid guarantee, such failure may require rejection of the bid. Reference FAR Provision 52.228-1, Bid Guarantee.

Other:

The estimated price is expected to fall within the price range of **\$1,000, 000 to \$2,000,000.**
Contract Award is subject to availability of funds.

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

Subcontracting Goals

Required from all other than Small business when the requirement is expected to exceed \$500,000 [FAR 19.702]. The Contracting Officer, along review and advisory comments from the Office of Small Disadvantaged Business Utilization (OSDBU), is responsible for approving a reasonable and realistic plan [FAR 19.705-4] [TAM 1219.201(e)(6)]. The legislated subcontracting goals are as shown below. A copy of each subcontracting plan (or contractor statement that no subcontracts are to be awarded) must be provided to OSDBU prior to close of negotiations [TAM 1219.705-5 and - 6].

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

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

BID SCHEDULE INSTRUCTIONS

PROJECT: PRA-BLRI 2P16

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-3**. 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 – Restoration and stabilization of the Blue Ridge Parkway slide area at MP 364.72 by mechanically stabilized earth walls and rock bolting with mortared stone facing. Construction includes pavement repairs to the Parkway 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 \$1,100.00 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-BLRI 2P16 SLIDE
BLUE RIDGE PARKWAY MP 364 SLIDE REPAIR

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION ALL	Lump Sum	\$ _____
15201-0000	CONSTRUCTION SURVEY AND STAKING ALL	Lump Sum	\$ _____
15401-0000	CONTRACTOR TESTING ALL	Lump Sum	\$ _____
15705-1700	SOIL EROSION CONTROL, FILTER BERM 850 LNFT	\$ _____	\$ _____
20101-0000	CLEARING AND GRUBBING 0.6 ACRE	\$ _____	\$ _____
20301-1400	REMOVAL OF INLET 1 EACH	\$ _____	\$ _____
20302-2100	REMOVAL OF PIPE CULVERT 70 LNFT	\$ _____	\$ _____
20303-1600	REMOVAL OF PAVEMENT, ASPHALT 640 SQYD	\$ _____	\$ _____
20401-0000	ROADWAY EXCAVATION 4,400 CUYD	\$ _____	\$ _____
20703-0000	GEOGRID 8,000 SQYD	\$ _____	\$ _____
25501-1000	MECHANICALLY STABILIZED EARTH WALL, WELDED WIRE FACE 3,100 SQFT	\$ _____	\$ _____

Bid Schedule A

Project: PRA-BLRI 2P16 SLIDE
BLUE RIDGE PARKWAY MP 364 SLIDE REPAIR

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
25510-0000	SELECT GRANULAR BACKFILL 3,700 CUYD	\$ _____	\$ _____
26001-0000	ROCK BOLT 1,100 LNFT	\$ _____	\$ _____
26101-0000	ROCK DOWEL 100 LNFT	\$ _____	\$ _____
27001-0000	GROUT 30 CUYD	\$ _____	\$ _____
30101-4000	AGGREGATE BASE GRADING C OR D 370 TON	\$ _____	\$ _____
30502-0600	AGGREGATE-TOPSOIL COURSE, 3 1/2-INCH DEPTH 190 SQYD	\$ _____	\$ _____
40301-0000	HOT ASPHALT CONCRETE PAVEMENT 120 TON	\$ _____	\$ _____
60101-0000	CONCRETE 6 CUYD	\$ _____	\$ _____
60501-0000	STANDARD UNDERDRAIN SYSTEM (6") 160 LNFT	\$ _____	\$ _____
60801-0200	PAVED WATERWAY, TYPE 2 190 SQYD	\$ _____	\$ _____
61708-1000	REMOVE AND RESET, GUARDRAIL 240 LNFT	\$ _____	\$ _____
62001-1500	RUBBLE MASONRY, ROCK FACE FINISH 240 CUYD	\$ _____	\$ _____

Bid Schedule A

Project: PRA-BLRI 2P16 SLIDE

BLUE RIDGE PARKWAY MP 364 SLIDE REPAIR

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
62407-0000	PLACING CONSERVED TOPSOIL AND APPROVED SOILS 410 CUYD	\$ _____	\$ _____
62501-0000	TURF ESTABLISHMENT 0.85 ACRE	\$ _____	\$ _____
62901-0800	ROLLED EROSION CONTROL PRODUCT, TYPE 2.D 1,300 SQYD	\$ _____	\$ _____
63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID 470 LNFT	\$ _____	\$ _____
63501-0000	TEMPORARY TRAFFIC CONTROL , MAINTAINING DETOUR ALL	Lump Sum	\$ _____
63501-2000	TEMPORARY TRAFFIC CONTROL, TRAFFIC SIGNAL SYSTEM ONE LANE CLOSURE ALL	Lump Sum	\$ _____
63503-0500	TEMPORARY TRAFFIC CONTROL, MOVING CONCRETE BARRIER 325 LNFT	\$ _____	\$ _____
63701-0000	FIELD OFFICE 1 EACH	\$ _____	\$ _____

TOTAL \$ _____

Submitted by: _____
Name of Bidder

BID SUMMARY

Project PRA-BLRI 2P16
(Complete for Pages B-1 through B-3)

(1) Schedule A Bid Total (from Page B-3) \$ _____

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 \$1,100.00 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>Corporate Seal</i>
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

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

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

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

CONTRACT CLAUSES INDEX

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

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

52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far/

(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	Jul-06	Contractor Mandatory Internet Data Input
52.209-06	PROTECTING GOV. INTEREST WHEN SUBCONTRACTING W/ CONT. DEB. SUSP. OR PROP. FOR DEB.	Sep-06	
52.214-26	AUDIT AND RECORDS--SEALED BIDDING	Oct-97	
52.214-27	PRICE REDUCTION FOR DEFECT. COST OR PRICING DATA-MODIFICATIONS -SEALED BIDDING	Oct-97	
52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	Oct-97	
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS	May-04	
52.219-09 ALT 1	SMALL BUSINESS SUBCONTRACTING PLAN (ALT 1 - (Oct 01))	Sep-07	Large Business Mandatory Submittal Requirement
52.219-14	LIMITATIONS ON SUBCONTRACTING	Dec-96	
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	Jan-99	
52.222-03	CONVICT LABOR	Jun-03	
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	Jul-05	
52.222-06	DAVIS-BACON ACT	Jul-05	Contractor Mandatory Wage Rates Posting
52.222-07	WITHHOLDING OF FUNDS	Feb-88	
52.222-08	PAYROLLS AND BASIC RECORDS	Feb-88	Contractor Weekly Payroll Submittals
52.222-09	APPRENTICES AND TRAINEES	Jul-05	
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	Feb-88	
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	Jul-05	
52.222-12	CONTRACT TERMINATION--DEBARMENT	Feb-88	
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	Feb-88	
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	Feb-88	
52.222-15	CERTIFICATION OF ELIGIBILITY	Feb-88	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Feb-99	
52.222-26	EQUAL OPPORTUNITY	Mar-07	
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	Feb-99	
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, & OTHER ELIGIBLE VETERANS.	Sep-06	

CONTRACT CLAUSES INDEX

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

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

FAR & TAR CLAUSES INCORPORATED BY REFERENCE

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

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

FAR & TAR CLAUSES INCORPORATED BY REFERENCE

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 2005-20 on 09/06/2007)

FAR & TAR CLAUSES INCORPORATED BY FULL TEXT

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

TAR CLAUSES INCORPORATED BY FULL TEXT

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

(End of Clauses Index)

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov/far/

(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 2005-20 on 09/06/2007)

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**

Send an email to the following address to make an appointment: **eflhd.contracts@fhwa.dot.gov**

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

All documents are available for direct download from the following website:
www.efl.fhwa.dot.gov/procurement/procurement.htm

(End of Provision)

52.216-1

TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

52.233-2

SERVICE OF PROTEST (AUG 1996)

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

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

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

(End of Provision)

52.236-27

Site Visit (Construction). (Feb 1995)

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

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

Name: Mr. Larry Hultquist

Address: 199 Hemphill Knob Road,

Asheville, NC 28803-8686

Telephone: (828) 271-4779 ext: 247 or e-mail
Larry_Hultquist@nps.gov

(End of Provision)

(End of Section E)

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

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52.219-4

Notice of Price Evaluation Preference for HUBZone Small Business Concerns.

(Oct 2004)

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

(b) *Evaluation preference.*

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

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

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

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

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

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

Offer elects to waive the evaluation preference.

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

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

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

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

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

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

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

(End of clause)

FAR SUBPART 22.9

NONDISCRIMINATION BECAUSE OF AGE (FEB 96)

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

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

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

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(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
8.5%	6.9%

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

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

(1) its implementation of the Equal Opportunity clause,

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

(3) its efforts to meet the goals.

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

(d) The Contractor shall provide written notification to the

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

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

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

(3) Estimated dollar amount of the subcontract;

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

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

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

Buncombe County, North Carolina (End of Provision)

52.225-9

Buy American Act-Construction Materials. (Jan 2005)

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

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

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

"Cost of components" means-

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

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

“Domestic construction material” means-

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

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

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

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

(b) Domestic preference.

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

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

NONE

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

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

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

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

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

(d) *Data*. To permit evaluation of requests under paragraph 2 of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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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.

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

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

(a) *Definitions.* “Construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign

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

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (May 2002). As prescribed in [25.1102](#)(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

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

52.225-11

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

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

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“Caribbean Basin country construction material” means a construction material that--

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

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

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

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

“Cost of components” means--

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

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

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

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

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

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

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

“Domestic construction material” means--

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

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

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

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

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

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

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

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

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

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

“WTO GPA country construction material” means a construction material that--

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

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

(b) *Construction materials.*

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

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: **NONE**.

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

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

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

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient

and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

[Include other applicable supporting information.]

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

(End of clause)

Alternate I (Nov 2006). As prescribed in [25.1102\(c\)\(3\)](#), add the following definitions of “Bahrainian construction material” and “Mexican construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain; or

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

“Mexican construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Mexico; or

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

(b) *Construction materials.*

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

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

**52.225-12
Notice of Buy American Act Requirement—
Construction Materials Under Trade
Agreements.
(Jan 2005)**

(a) *Definitions.* “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the

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request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate II (Nov 2006). As prescribed in [25.1102\(d\)\(3\)](#), add the definitions of "Bahrainian construction material" and

"Mexican construction material" to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) Alternate offers.

(1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain or Mexico, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Section F)

MINIMUM WAGE SCHEDULE

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

GENERAL DECISION: NC20080011 02/08/2008 NC11

Date: February 8, 2008
General Decision Number: **NC20080011** 02/08/2008

Superseded General Decision Number: NC20070011

State: North Carolina

Construction Type: Highway

Counties: Alamance, Alexander, Buncombe, Burke, Cabarrus, Catawba, Cumberland, Davidson, Davie, Durham, Forsyth, Franklin, Gaston, Guilford, Lincoln, Mecklenburg, New Hanover, Onslow, Orange, Randolph, Rowan, Stokes, Union, Wake and Yadkin Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (does not include tunnels, building structures in rest area projects, railroad construction, and bascule, suspension and spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number	Publication Date
0	02/08/2008

* SUNC1990-014 02/12/1990

	Rates	Fringes
Carpenter.....	\$ 7.63	
Concrete Finisher.....	\$ 7.52	
Electrician.....	\$ 10.26	
Ironworker, Reinforcing.....	\$ 9.76	
Laborers:		
Asphalt Lay Down Man.....	\$ 5.85	
Asphalt Raker.....	\$ 6.14	
Common.....	\$ 5.85	
Form Setter (Road).....	\$ 8.57	
Mason (Brick, Block, Stone).....	\$ 7.44	
Pipelayer.....	\$ 6.23	
Power Tool Operator.....	\$ 8.28	
Power equipment operators:		
Asphalt Distributor.....	\$ 6.78	
Asphalt Paver.....	\$ 7.47	
Bulldozer (Utility).....	\$ 6.72	

Bulldozer.....	\$ 7.33
Concrete Curb Machine.....	\$ 7.09
Concrete Finishing Machine..	\$ 7.85
Concrete Paver.....	\$ 6.90
Crane, Backhoe, Shovel, & Dragline:	
1 yd. & under.....	\$ 6.95
over 1 yd.....	\$ 8.16
Drill Operator.....	\$ 7.34
Grade Checker.....	\$ 5.85
Gradeall.....	\$ 8.38
Greaseman.....	\$ 6.49
Loader.....	\$ 7.09
Mechanic.....	\$ 8.47
Motor Grader (Fine Grade)..	\$ 8.04
Motor Grader (Rough Grade)..	\$ 7.68
Oiler.....	\$ 5.88
Roller (Finisher).....	\$ 6.70
Roller (Rough).....	\$ 5.85
Scraper.....	\$ 6.63
Screed Asphalt.....	\$ 7.09
Stone Spreader.....	\$ 6.02
Stripping Machine Operator..	\$ 6.00
Subgrade Machine.....	\$ 7.13
Sweeper.....	\$ 5.85
Tractor (Utility).....	\$ 5.85

Truck drivers:

Heavy Duty.....	\$ 9.47
Multi Rear Axle.....	\$ 6.08
Single Rear Axle.....	\$ 5.85

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter

* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

GENERAL CONTRACT REQUIREMENTS

52.223-3

Hazardous Material Identification and Material Safety Data. (Jan 1997) Alt I (Jul 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

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

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations

(including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

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

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

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

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

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

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

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

(End of Clause)

52.223-9

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

(a) *Definitions.* As used in this clause— “Post consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of “recovered material.” “Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

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

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of post consumer material content; and

(2) Submit this estimate to:

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

(End of Clause)

52.228-15

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

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

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

(b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

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

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

(3) *Additional bond protection.*

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

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

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

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

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at
<http://www.fms.treas.gov/c570/> .

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

(End of Clause)

52.248-3

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

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

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

“Collateral savings,” as used in this clause, means those measurable net reductions resulting from a VECP in the

agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

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

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

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

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

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.

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

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for

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

(ii) the VECP.

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

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

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

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

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

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

(e) *Government action.*

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

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

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

decision made solely at the discretion of the Contracting Officer.

(f) *Sharing* --

(1) *Rates*. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by --

- (i) 45 percent for fixed-price contracts; or
- (ii) 75 percent for cost-reimbursement contracts.

(2) *Payment*. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to --

- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering -- Construction clause of contract DTFH71-08-C-000XX, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information

contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

(End of Section G)

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

CONSTRUCTION CONTRACT REQUIREMENTS

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

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

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (**SEE SUBSECTION 108.04 OF THE FP-96/FP-03 AND/OR SPECIAL CONTRACT REQUIREMENTS FOR AMOUNT**) for each calendar day of delay until the work is completed or accepted.

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

52.211-18 -- Variation in Estimated Quantity.

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

Variation in Estimated Quantity (Apr 1984)

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

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

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

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

(End of Clause)

52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations (**SEE CONTINUATION OF SF 1442, BLOCK 9**).

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

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

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

(End of Clause)

(End of Section H)

FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
SPECIAL CONTRACT REQUIREMENTS
Project **PRA-BLRI 2P16**
BLUE RIDGE PARKWAY

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

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

102.04. Add the following:

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

In addition, the CO may, after reviewing the Affidavit of Individual Surety and documentary information on the security interest and the assets pledged, by certified mail to the surety's business or residence address (as shown on the bond), request the surety to provide further information and/or documents with respect to any of the documents provided. The CO may require such information to be furnished under oath. Failure of the surety to accept such mail, or failure of the surety to respond with the requested information or documents within 7 business days of receipt of the request, will be cause for rejection of the surety.

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

102.06. Add the following after the last paragraph:

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

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

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

Section 104.—CONTROL OF WORK

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

Drawings will be reviewed in the order they are received.

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

(c) As-built working drawings. Furnish 2 sets of as-built working drawings. The

Government will provide 2 sets of contract drawings to be used exclusively for recording the as-built details of the project.

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

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

(1) Typical section(s)

- (a) Revisions in dimensions; and
- (b) Revisions in materials.

(2) Plan and profile

(a) Plan

- (1) Revisions to the alignment;
- (2) Changes in the construction limits;
- (3) Revisions in location, type, and grade of road approaches;
- (4) Location and type of utilities;
- (5) Location, size, and type of underdrains;
- (6) Skew of culverts;
- (7) Channel changes;
- (8) Location of monuments and permanent references;
- (9) Elevations for all aerial and underground crossings of utilities; and
- (10) Location, length, and type of fencing.

(b) Profile

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

(3) Bridge

- (a) Stationing of bridge ends;
- (b) Elevations including footing, bearing pads, deck, and top of walls;
- (c) Pile driving record with pile length, size, type, and tip elevation;
- (d) Post-tensioning records including stressing sequence, jacking force, and duct size and layout;
- (e) Construction and concrete placement sequences;
- (f) Bearing details with orientation;
- (g) Expansion joints including actual clearance with atmospheric temperature; and
- (h) Any changes in plan or dimensions including any major changes in reinforcing.

(4) Miscellaneous

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

(5) Special Contract Procedures

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

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

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

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

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

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

104.05. Add the following:

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

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

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

104.05. Add the following:

Operate loaded vehicles hauling material at speeds not exceeding 40 miles per hour, or the posted speed limit whichever is lower, and spaced at 500-foot minimum intervals. Do not exceed 25 miles per hour, or the posted speed limit whichever is lower, 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.

Section 107.—LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01. Add the following:

The following permits may be required for this project:

- (a) Water Quality Permit
- (b) Disposal Permit or Agreement

This list of permits may not be all inclusive of those required for construction. No time or

damages, including impact damages, will be allowed for failure to obtain necessary permits or agreements. Provide copies of these permits and agreements upon request.

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

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

107.02. Add the following after the third paragraph:

Make restitution for the introduction of any exotic vegetation introduced into the park through careless use of unclean turf establishment equipment. The amount of restitution will be based on the number of man hours required to remove the vegetation at \$20.00 per man hour.

107.02. Add the following:

Notify the CO if any vegetation removal outside the normal mow zone will be required.

Obtain CO approval of herbicide use and product.

Dispose of construction and other debris off Government property.

Confine staging and parking of vehicles, equipment, and materials to the immediate paved road. One lane of traffic must be reserved for emergency vehicles at all times. Staging areas must be restored to the original condition at no expense to the Government. If the contractor disturbs areas that were not directed by the CO, these areas must also be restored to the original condition, at no expense to the Government. Limit disturbance to open and previously disturbed areas. Areas that may be disturbed outside of these must first be approved by the CO. Reseed and mulch disturbed areas in accordance to Section 625 and the Blue Ridge Parkway Guidelines for Seeding and Rehabilitation provided in the Contract.

Provide erosion control devices to prevent runoff laden with silt from reaching waterways and roadway pavement in accordance with Section 157.

Avoid use of materials that may have impact to the site, such as treated lumber, paint, and any other materials which might have detrimental leachates if spilled. If required for the work, provide a plan to the CO for review and approval of the product to be used, and prevention plan from spillage, and mitigation plan for any spills that may occur.

Work that involves use of tractors and/or other equipment working in close proximity to a river or stream, or beyond the mow zone must first be approved by the CO. Establish the entry and exit points for off roadway work, requiring motorized equipment, with CO review and approval prior to beginning the work.

107.05. Add the following after the second paragraph:

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

107.10. Add the following:

Store all temporary inorganic or construction and demolition materials in a gathered or piled manner that will readily accommodate removal, and will not create fluid or additional waste removal problems. Store temporary waste material to make a full truckload/container, in a designated temporary storage site approved by the CO. Remove extensive construction and demolition waste material at the time of generation, or at such time that is prudent and practical, in order to prevent large build-up of waste material.

Limit disturbance to existing open areas, or previously disturbed areas, including road shoulders, as approved by the CO. Follow existing trails and openings for any disturbance corridors, where possible, including roadway shoulders.

No fuel storage or storage of other equipment liquids, long term equipment parking, etc. is allowed within the Asheville Watershed which begins at Milepost 355.3 and ends at Milepost 370.3. Inspect all equipment to ensure it is well maintained (no leaks, etc.) before transport to the project site. Keep all equipment in a well maintained state. Use extra caution if equipment is refueled within the watershed. Provide a Hazmat Spill Kit for availability at all times within the limits of the Asheville Watershed. Maintain sanitation facilities regularly and properly secure them to prevent turnover.

Pay particular attention to erosion control because this project is within the Asheville Watershed. Prevent construction generated sediment runoff or debris from leaving the job site.

Section 108.—PROSECUTION AND PROGRESS

108.01. Add the following:

Construction operations are limited as follows:

Stabilize the existing wall with rock anchors as shown on the plans before performing any other work.

Submit 3 copies of the proposed access plan at least 14 days before the preconstruction conference. Include the limit of disturbance, benching details, access road widths and side

slopes, and the location of temporary works in the access plan. Within 7 days after the preconstruction conference the access plan will be accepted or rejected. If rejected, submit revisions within 3 days.

Section 109.—MEASUREMENT AND PAYMENT

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)**, **(j)**, and **(k)**.

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; and

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

Section 154.—CONTRACTOR SAMPLING AND TESTING

154.03. Add the following:

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

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

154.04. Add the following:

On a weekly basis, submit a copy of all current Contractor test results and pay factor calculations based on those tests for items accepted under Subsection 106.05. When large quantities are produced, calculate pay factors as soon as possible. Use this information to make any necessary adjustments to operations to achieve acceptable pay factors. The Government may use the Contractor's test results to determine final pay factors for acceptance according to Subsection 154.05.

Section 155.—SCHEDULES FOR CONSTRUCTION CONTRACTS

155.02. Add the following after the third paragraph:

155.02A Weather Delays.**(a) Weather Delay Definitions.**

- (1) Reasonably Predictable Weather.** The number of workdays that can expected to be lost in any month due to rainfall based on 10-year historical weather data.
- (2) Rain Day.** A potentially lost workday on which rainfall is equal to or greater than 0.10 inches.
- (3) Drying Day.** A work day(s) immediately following a rainfall equal to or greater than 1.00 inch which is potentially lost because of wet ground conditions.
- (4) Workday.** A day not excluded from work by Section 108 of the Special Contract Requirements.
- (5) Unusually Severe Weather.** When the number of Actual Workdays Lost is greater than the calculated Total Lost Days for the month in question.

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

(1) Using the last 10 years of historical weather data from the nearest NOAA weather data collection station, compute the average number of workdays lost (rain days plus drying days) for each month and the standard deviation from the average. Add the average number of workdays lost to the standard deviation.

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

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

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

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

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

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

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

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

(d) Time Adjustments for Rain Delays. If the net number of Actual Workdays Lost to rain is less than the Total Lost Days for the month in question, no time adjustments will be made. If the net number of Actual Workdays Lost is more, then an excusable time extension may be granted. The Contractor must submit a Weather Time Impact Analysis supporting any alleged delays due to Unusually Severe Weather.

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

155.02. Delete the last paragraph and substitute the following:

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

155.04. Add the following to the first paragraph:

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

Add the following 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

156.01. Add the following:

The Parkway is currently closed and a detour is in place. The Parkway may remain closed to perform the work until April 1, 2009. After April 1, 2009, a minimum of one lane of traffic must be open to the public at all times. After May 16, 2009, both lanes must be open to the public at all times.

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

(i) Limit construction-caused delays to public traffic to a maximum of 15 minutes per passage through the project.

156.07. Delete the first sentence and substitute the following:

Nighttime operations are permitted until April 1, 2009. Perform paving operations during the hours of daylight (30 minutes after sunrise to 30 minutes before sunset).

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

The traffic safety supervisor may be the superintendent.

Section 157.—SOIL EROSION CONTROL

157.05. Add the following:

Use filter berms made from 100 percent natural, weed free, virgin wood/bark/fiber mulch filled tubular filter socks or excelsior fiber logs for filtering sediment from runoff and reducing the velocity of sheet flow.

Press filter berms in place, parallel to the slope and/or perpendicular to flowing water, to achieve a maximum contact with the ground surface. Anchor the filter berms to the soil using stakes, where required.

Use 12-inch diameter berms for slope protection.

157.13. Add the following:

Remove sediment from the base of filter berms when sediment reaches 1/3 of the exposed height, or as directed by the CO. Clean filter berms clogged with debris and sediment in order to assure proper drainage and water flow through the berm.

Dispose of filter berms legally off site once turf has been established and there is no additional

concern regarding soil erosion, as directed by the CO.

157.15. Add the following:

Measure filter berms by the linear foot, in place.

Measure filter berms used as check dams by the linear foot, in place.

Section 201.—CLEARING AND GRUBBING

201.03. Add the following:

Provide notice to the CO 14 days prior to beginning clearing in order to allow time for the Government to recover tree sprigs from the existing vegetation and flag trees for additional investigation.

Adhere the following when clearing for the construction of the access route or work platforms:

- (a) Cut tree stumps to within 2-4 inches of the ground surface.
- (b) Cut Rhododenron and Mountain Laurel 12 inches above the ground surface.
- (c) Store cut trees on site below the wall.
- (d) Do not cut down flagged trees until given permission by the CO. Flagged trees must be cut down on the same day permission is given.

Section 203.—REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

204.05. Delete the first sentence and substitute the following:

Conserve topsoil and other approved soils from roadway excavation for re-use on the repaired slope and other disturbed areas.

204.06. Add the following:

Follow OSHA safety regulations (29 CFR, Part 1926, Subpart P, Excavation) for sloping the sides of excavation and using other safety features.

Section 205.—ROCK BLASTING

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

(b) Storage, security, and accountability. Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF), 27 CFR Part 555.

205.05(b). Add the following:

(5) Site drawings showing the location and type blasting mats, nets, and other debris control measures.

205.06. Add the following:

Provide a blast vibration specialist to monitor the existing retaining wall.

205.08(a). Add the following:

(8) Vibration monitoring or visual observation indicates the existing retaining wall was damaged or destabilized.

Ensure that blasting does not damage or affect the stability of the existing retaining wall.

Provide blasting mats, nets, and other debris control measures in order to contain all debris within the wall excavation limits.

205.08(c). Delete the first and second paragraphs and substitute the following:

(c) Controlled blasting. Use controlled methods for all blasting. Limit the amount explosives in each hole to prevent overbreak.

205.08(c). Delete the first sentence of the sixth paragraph and substitute the following:

Allow a 2-foot offset for a working bench at the bottom of each lift for drilling the next lower controlled blasting hole pattern.

205.11. Delete the Subsection and substitute the following:

205.11 Rock blasting will be measured and paid for under Section 204.

Section 255.—MECHANICALLY-STABLIZED EARTH WALLS

255.02. Add the following material:

Minor concrete	601
Underdrain system	605
Rock for masonry structures	705.03
Geotextile	714.01
Geogrid	714.03

255.03. Add the following:

Prepare and submit documentation on the methods to be used to construct the mechanically-stabilized earth walls. Describe the method to be used to prepare the site, install the welded-wire facing units, place, spread, and compact the backfill, and method deployed to hold geogrids securely in place during backfill placement.

Submit qualifications of personnel experience in completion of mechanically-stabilized earthwalls using geogrid reinforcement. Submit to the CO two weeks prior to beginning geogrid reinforcement work, evidence of personnel having performed the completion of at least 5 mechanically-stabilized earth wall stabilization projects.

Perform excavation with equipment capable of removing the material while preventing escape outside of the construction limits. Place 6 inches of select granular backfill under the geogrid where the wall is set on a rocky foundation.

Furnish geogrid packaged in a sheathing or container suitable to protect the geogrid from damage due to ultraviolet light and from abrasion during storage and handling. Do not remove the geogrid from the protective sheathing or container until the time of placement within the mechanically-stabilized earth wall. Furnish geogrid free of defects, tears, punctures, flaws, deterioration, or other damage.

Furnish geogrid that is visibly labeled with the name of the manufacturer, identification of geogrid product, date of manufacture, lot number, length, width and quantity.

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

(b) Welded-wire-faced walls. Install the facing units according to the manufacturer's recommendations. Place the facing units at the elevations and to the extent shown on the plans. Butt the ends of the front faces of adjacent facing units with the extending horizontal wires of one unit overlapping the adjacent unit. Place wire support struts according to the manufacturer's recommendations, with spacing not less than 24-inch centers. Place one strut between the two end wires to support the joint between adjacent facing units. Place subsequent courses of facing units on previous courses at a setback, as shown on the plans.

Install geogrid according to the manufacturer's recommendations. Place geogrid at the elevations and to the extent shown on the plans. Lay geogrid reinforcement for soil reinforcement horizontally on compacted fill. Place the geogrid reinforcement perpendicular to the face of the wall. Connect the welded wire facing units to the geogrid reinforcement with spiral binders or tie wire at 4-inch nominal spacing with alternating single and double locked loops.

255.05. Add the following:

Place select granular backfill closely following erection of each course of geogrid reinforcement layer. Place a minimum of 6 inches of select granular backfill before any motorized equipment is permitted to operate above the reinforcement. Do not place sharp or angular rock and rock larger than 4 inches in diameter within 6 inches of the geogrid reinforcement in the backfill zone. Use lightweight compaction equipment within 3 feet of the slope face. Do not use sheepfoot, grid rollers, or other types of compaction equipment employing a foot.

255.06. Add the following to the fifth paragraph:

See Table 255-1 for minimum sampling, testing, and acceptance requirements.

255.06. Add the following:

Geogrid material will be evaluated under Subsections 106.02 and 106.03. Installation will be evaluated under Subsections 106.02 and 106.04.

Underdrain will be evaluated under Section 605.

Welded-wire-facing units will be evaluated under Subsections 106.02 and 106.03.

Section 260.—ROCKBOLTS

260.03. Add the following:

At the option of the Contractor, an alternative bolt design using smaller drill hole and bolt diameter with a design load of 50 kips may be used. Submit the alternative design to the CO and allow 30 days for review and approval.

260.04. Delete the first sentence of the second paragraph.

260.06. Add the following:

Locate the rock bolt in the center of the largest rock closest to the location shown on the plans, as directed by the CO. Grout behind the rock to be drilled in order to stabilize the rock in accordance with Subsection 270.03. Do not begin drilling until the grout has set and hardened.

Rock bolt lengths specified are minimum embedded lengths. Allow extra length for appropriate end hardware.

Drill holes by either rotary or percussion drilling methods which will not fracture or damage the rock which is being bolted. Drill the hole straight and allow easy entry of the rock bolt or rock dowel without undue force. Stabilize the rock being drilled by grouting or other approved method. Remove and clean grout from the faces of rocks not scheduled to receive grout.

Install beveled washers on all rock bolts to adjust the angle between the nut and the plate to provide full contact between the nut and the outermost washer.

260.07. Add the following:

Provide certified calibrations for torque wrenches, hydraulic jacks, and related equipment dated not more than 30 calendar days before use on the project. Verify the calibration of any torquing or jacking equipment upon request.

260.09. Add the following:

Measure rock bolts by the linear foot from the collar of the hole to the furthest extent of the steel bolt.

Section 261.—ROCK DOWELS

261.03. Add the following:

Rock dowel lengths specified are minimum embedded lengths. Allow extra length for appropriate end hardware.

261.04. Delete the Subsection and substitute the following:

261.04 Drilling. Drill holes for dowels perpendicular to the supporting rock surface. Drill the hole straight to allow easy entry of the rock dowel without undue force. Drill holes by either rotary or percussion drilling methods which will not fracture or damage the rock which is being doweled.

261.05. Delete the Subsection and substitute the following:

261.05 Installation. Insert the rock dowel into the rock. Encase the length of dowel protruding from the hole with a sufficient amount of shotcrete or hand-packed concrete to completely encapsulate the dowel between the rock and the bottom of the concrete footer. Construct forms as necessary to contain the shotcrete or concrete until it has hardened.

Add the following after Section 261:

Section 270.—GROUT

Description

270.01 This work consists of injecting grout behind existing stone wall facing for stabilization.

Material

270.02 Conform to the following Subsections:

Grout

722.02(e)

Construction Requirements

270.03 Stabilization for Rock Bolts. Once the CO has approved the stones to be stabilized, begin grouting at the lowest row of rocks designated to be stabilized. Inject grout from the bottom of the designated rock. Cease grouting when grout reaches the top of the designated rock or there is indication that enough grout has been applied to stabilize the rock for drilling. Once

the grout behind the lower row has set and hardened, begin grouting the next row. Clean excess grout from the face of the rock wall before it hardens.

270.04 Stabilization for MSE Wall Construction. Construct temporary forms as necessary to prevent grout from flowing around the side of the existing rock wall. Begin injecting grout from the bottom of the area designated to receive grout. Inject grout from intermediate holes as necessary. Cease grouting when grout reaches the top of the existing rock wall. Clean excess grout from the face of the rock wall before it hardens.

270.05 Acceptance. Grout will be evaluated under Subsections 106.02, 106.03, and 106.04

Installation of grout will be evaluated under Subsection 106.02.

Measurement

270.06 Measure the Section 270 items listed in the bid schedule according to Subsection 109.02.

Payment

270.07 The accepted quantities will be paid at the contract price per unit of measurement for the Section 270 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Section 601.—MINOR CONCRETE STRUCTURES

601.03. Delete the first sentence and substitute the following:

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

Section 620.—STONE MASONRY

620.02. Add the following:

Masonry cleaner	725.30
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620.03. Delete the Subsection and substitute the following:

620.03 General. Masonry is designated as rubble masonry with a variable rock face finish.

Reuse stones from the existing wall in the stone facing of the new mechanically stabilized earth wall. Within the portion of the existing wall designated to be removed, stockpile all stones in the mortared face and stones in the rock fill that have been approved by the CO for reuse. Recover the existing stones larger than 2 feet long by 1 foot high within the limits shown on the plans and stockpile for use in the new wall. After recovery operations are complete, establish turf on the disturbed areas in accordance with Section 625.

Once stone has been recovered estimate the additional quantity required to complete the wall. Furnish additional stone that matches the rock face of the existing wall. Submit stone samples 14 days before beginning stone masonry work that represent the range of colors, sizes, shape, type, and texture of the new stones to the CO for approval. An approved quarry is:

STONE SUPPLY INC.
324 BOXWOOD ROAD
BURNSVILLE, NC 28714

Mailing address:

STONE SUPPLY INC.
159 DEPOT STREET
BURNSVILLE, NC 28714

Keep an adequate inventory of the stone on the site to provide an ample variety of stones for the masons. Mix the recovered stones from the mortared face, the approved stones from the rock fill, and the new stones to provide a uniform appearance.

620.04. Add the following:

Clean excess mortar from the face of the rock wall before it hardens. Once mortar is thoroughly set and hardened, clean excess mortar using a masonry cleaner. Wet the stone masonry surface and clean the stone masonry surface according to manufacturer's recommendations. Rinse the cleaner from the wall by bucket and brush method or a low pressure wash of not more than 300 pounds per square inch. Do not high-pressure wash stone masonry.

620.06. Add the following:

(f) Masonry anchors. At the option of the contractor, an alternate stone masonry anchor system may be used. Submit the alternative design to the CO and allow 30 days for review and approval.

Fabricate all anchor components out of stainless steel or double dipped hot galvanized steel. Bend masonry connectors in the field to fit the joint pattern of the stone masonry face. If galvanized steel is used, apply spray on galvanization to bends made in the field according to ASTM A780 and manufacturer's recommendations. Bolt masonry connectors to the anchor base.

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.

Seeding and mulching methods are designated as hydro-type.

625.03. Add the following:

Seed in early spring between April 1 and May 31 or when weather conditions are favorable for turf establishment.

Thoroughly clean all equipment used for seeding prior to use on this project. This equipment will be subject to inspection at the CO's discretion. This is to preclude the introduction of exotic vegetation into the Park. Make restitution for the removal of the exotic vegetation as described in Section 107.

Deliver seed, fertilizer, and lime in acceptable condition in original, unopened containers.

625.04. Delete the second paragraph and substitute the following:

Spread fertilizer and limestone evenly across slope utilizing the hydraulic seeding process and incorporate into the top 2 to 4 inches of loose soil.

625.05. Add the following:

Apply water in a manner not to create erosion as approved by the CO.

625.06. Add the following:

Submit manufacture specifications for fertilizer.

Apply limestone and fertilizer at the following rates:

<u>Item</u>	<u>Rate (pounds per acre)</u>
Agricultural Limestone (85 percent CaCO ₃)	500
Fertilizer	500

For existing and furnished soil, 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. Amend soil in accordance to recommendations provided in the soil analysis report.

625.06(b). Add the following:

Add fertilizer to the slurry as described in Section 625.07(c).

625.07. Add the following:

Submit 1 pound sample, and grower's figures on pure live seed ratio for each type of grass to be seeded.

(c) Hydro seeding. Perform the hydro-seeding using a two step method:

(1) Use a hydro-type equipment capable of providing a uniform application using water as the carrying agent. Add a tracer material consisting of wood fiber mulch to the water. Apply the tracer material at a rate of 400 pounds per acre to provide visible evidence of uniform application. Add lime and fertilizer to the slurry and mix before adding seed. Apply the lime, fertilizer, and seed in one application. Add lime and fertilizer to areas inaccessible to hydro-type equipment by hand. Apply the seed at the pure live seed rate per acre as specified. Add the seed to the water slurry no more than 30 minutes before the application. Seed by hand areas inaccessible to seeding equipment. Do not use seed that has become wet, moldy, or otherwise contaminated or damaged.

(2) Using same equipment, furnish and apply a wood fiber mulch conforming to Subsections 625.08 and 713.05.

Broadcast seed areas inaccessible to hydroseeding at a rate 1½ times the hydroseed rate. Seed any other areas to be broadcast seeded at the same rate. Sow seed with mechanical device that spreads evenly over a given area at the specified rate of coverage per square foot or acre.

Seed Mix Design: Use the following seed mixes for seeding along the Blue Ridge Parkway:

March 1 to September 31

For Elevations Above 2,500 Feet				
Name of Seed	Shoulders/Ditches		Slopes	
	Lbs/Acre	Lbs/1000	Lbs/Acre	Lbs/1000
Summer Annual Rye	65	1-1/2	65	1-1/2
Fescue, chewings	110	2-1/2	110	2-1/2
Fescue, K31	87	2	87	2
Red Top	22	1/2	22	1/2

October 1 to March 1

For Elevations Above 2,500 Feet				
Name of Seed	Shoulders/Ditches		Slopes	
	Lbs/Acre	Lbs/1000	Lbs/Acre	Lbs/1000
Fescue, chewings	65	1-1/2	38	7/8
Fescue, K31	27	5/8	76	1-3/4
Winter rye grain (Dec. 1-Feb. 15)	44	1	44	1

625.08(b). Delete the second paragraph and add the following:

Apply wood fiber mulch.

625.08. Add the following:

Apply mulch using the hydraulic method. Apply the mulch in a manner so as to preclude the application of mulch on tree trunks, signs and signposts, guardrail, guardwalls, headwalls, etc. Remove misplaced mulch and clean the above items accordingly.

625.10. Add the following:

Acceptance will not be granted until the permanent seeding has properly germinated, a minimum turf coverage of 95 percent has been obtained on all areas seeded, and the turf has reached a minimum overall height of 3 inches as approved by the CO. Furnish vendor signed copies certification that each lot of seed has been tested by a recognized laboratory of seed testing within 12 months of delivery date.

625.12. Add the following:

Payment for turf establishment shall be made at the rate of 50 percent upon application and the remaining 50 percent at acceptance.

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

635.01. Add the following:

This work includes maintaining the existing detour route and removing the traffic control devices associated with the detour upon project completion.

All sign panels are designated as aluminum. Submit aluminum material for approval prior to sign fabrication.

635.02. Delete the Construction sign panels Section reference and substitute the following:

Construction sign panels	633.02
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635.03. Add the following:

For all signs and other devices requiring orange color, use fluorescent orange color.

Within 7 days from notice to proceed, and at regular intervals afterwards, inspect the existing detour route to ensure traffic control devices are functioning as intended and in good condition. Notify the CO of the results and replace or repair any defective, damaged, or missing traffic control devices.

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.

635.11. Delete the second sentence and substitute the following:

Use temporary concrete barriers provided by the Government at the Linville Falls Maintenance Area. Return the temporary barriers to the Linville Falls Maintenance Area when no longer in use.

635.20. Delete the first sentence of the first paragraph and substitute the following:

If required after April 1, 2009, design, furnish, and install a portable or temporarily mounted on fixed supports, a temporary signal system according to Subsection 156.06, Section 636, and the MUTCD Part 4. Operate and maintain the temporary signal system in accordance with the MUTCD Part 4.

If the traffic signal malfunctions during construction operations immediately begin traffic control operations using flaggers until the traffic signal is repaired or replaced. Traffic signal repairs must be complete within 6 hours of malfunction.

During periods of temporary signal system traffic control when no construction activity is taking place (ie., nights and weekends), provide emergency contacts (name and phone number) who can be reached 24 hours a day and are available to arrive on site within 4 hours to repair and/or replace malfunctioning equipment, in addition to maintaining traffic until the signal is fixed. Traffic signal repairs must be complete within 12 hours of notification.

635.26. Delete the Subsection and substitute the following:

635.26 Measure the Section 635 items listed in the bid schedule according to Subsection 109.02 and the following as applicable when ordered by the CO.

Measure maintaining the existing detour by the lump sum including replacement of defective signs and traffic control devices, covering of signs when no longer required for the existing detour route, and removing the traffic control devices associated with the detour upon project completion.

Measure providing one lane of traffic control along the Blue Ridge Parkway by the lump sum including furnishing, installing, maintaining, and removing construction signs, temporary traffic signals, drums, cones, and warning lights; placing and removing temporary pavement markings; and providing flaggers.

Measure moving and placing barriers by the linear foot of barrier used at the project site, regardless of the number of times moved.

635.27. Delete the second paragraph and substitute the following:

Progress payments for providing one lane of traffic control along the Blue Ridge Parkway and moving temporary barriers will be made as follows:

635.27. Add the following:

Progress payments for maintaining the existing detour will be made as follows:

(a) 50 percent of the unit price will be paid following completion of 50 percent of the contract amount.

(b) Payment of the remaining portion of the unit bid price will be paid when the temporary traffic control devices associated with the detour are removed.

Section 636.—SIGNAL, LIGHTING, AND ELECTRICAL SYSTEMS

636.04. Add the following:

Design and place the temporary signal system according to the MUTCD, Part 4.

Furnish a signal controller capable of operating in the following 4 modes:

Signal Facing	
<u>Northbound Traffic</u>	<u>Southbound Traffic</u>
1. Solid Green	Solid Red
2. Solid Yellow/Solid Red	Solid Red
3. Solid Red	Solid Green
4. Solid Red	Solid Yellow/Solid Red

Provide a signal timing sequence and cycle for review and approval by the CO. Provide an all clearance red time assuming a vehicle speed of 5 miles per hour through the work zone. Test the timing cycle approved by the CO to determine acceptability with prevailing traffic conditions. Revise the timing cycle as needed, or as directed by the CO, in order to pass traffic through the

signalized traffic control zone according to Subsection 156.06(j).

Commercial electricity is not available at the project site. Furnish a power source to operate the signal system. Furnish an automatic backup battery power source capable of running the signal for 36 hours.

Design the systems to be fail-safe. Ensure the system monitors the following conditions: lack of green, yellow, and red signal indication voltage, total loss of indication on any approach, presence of multiple signal indications on any approach, conflicting green/yellow signal indications, and low power condition. In the event any of these conditions are detected, immediately begin flashing operation of red indications in all directions.

Section 637.—FACILITIES AND SERVICES

637.02. Add the following:

The Government will provide a field office at the Oteen Maintenance Facility.

637.03(a). Add the following:

Supply the following equipment for the field office:

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

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

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

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

(3) Facsimile (FAX) machine. One FAX machine with the following minimum capabilities:

- (a) Automatic document feeder with a minimum capacity of 20 pages;

- (b) Sending standard size documents up to and including 11 x 17 inches;
- (c) Printing on plain paper; and
- (d) Automatic dial/redial.

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

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

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

(6) Cellular telephone. One durable, hand held digital/cellular wireless telephone(s), manufactured by Motorola/Nextel, or approved equal, for the use of the CO. Furnish cellular telephone(s) that are similar or compatible with the Contractor's key field personnel (Project Superintendent, and Traffic Control Supervisor) to enable the direct communication between the CO and the Contractor's key field personnel. Furnish each cellular telephone(s) with the following minimum capabilities:

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

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

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

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

Section 703.—AGGREGATE

703.05(b). Add the following:

(3) Plasticity Index, AASHTO T 90 3 Max

703.05(b). Add the following:

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

703.05(b)(1). Add the following:

At the option of the Contractor, the gradation only of the aggregate base may conform to the requirements of Type ABC Aggregate Base Course specified in Table 1005-1 of the July 2006 edition of the North Carolina Department of Transportation Standard Specifications for Roads and Structures.

Section 712.—JOINT MATERIAL

712.05(a). Delete the Subsection and substitute the following:

(a) Type I mortar. Furnish a type S cement-lime mortar according to ASTM C 270 proportioned 1 part cement, 1/2 part lime, and 4-1/2 parts sand. “Dry pack” type setting mortar is not permitted. Furnish mortar with a penetration resistance between 1.24 pounds per square inch and 2.44 pounds per square inch when tested according to ASTM C 780 Annex A3.

Furnish material for use in mortar conforming to ASTM C 270 and the following:

(1) Cement. Use portland cement, type I or type II conforming to ASTM C 150. Type III may be used for cold weather construction. Provide natural color or white cement.

Do not use masonry cements, gypsum Portland cements or blended cements. Do not use cementitious materials other than Portland cement and lime.

(2) Hydrated Lime. Furnish hydrated lime, type S conforming to ASTM C 207.

(3) Pigments. Do not use coloring pigments. Use white or gray cement and color selected or color blended sand to produce an acceptable mortar color.

(4) Aggregate. Furnish mortar sands conforming to ASTM C 144 and the following:

(a) For pointing mortar, use aggregate graded with 100 percent passing the No. 16 sieve.

(b) *White Aggregates.* Furnish natural white sand or ground white stone of the color necessary to produce an acceptable mortar color.

(c) *Colored Aggregates.* Furnish natural colored sand or ground marble, granite, or other sound stone of the color necessary to produce an acceptable mortar color.

(d) Furnish sand containing no more than 50 parts per million of chloride ions. Test the chloride content of the sand by mixing in mortar and testing according to ASTM C 1152

(5) Water. Subsection 725.01(a)

(6) Admixtures. Do not use admixtures.

(7) Do not use calcium chloride.

Section 713.—ROADSIDE IMPROVEMENT MATERIAL

713.01. Add the following:

Furnish topsoil for aggregate-topsoil course from stockpiles conserved under Section 204.

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 Biosol fertilizer containing the following minimum available nutrients:

Total nitrogen	7.0%
Nitrogen (water soluble)	0.5%
Available phosphoric acid	2.0%
Soluble potash (K ₂ O)	3.0%
Carbon/nitrogen ration	5:1

713.05(g). Delete the subsection and substitute the following:

(g) Hydromulch. Furnish hydromulch that is 100 percent virgin wood fiber with, or without preblended tackifier. Furnish a tackifier that is 100 percent natural plant-based such as guar or alpha plantago. Paper based hydromulch is unacceptable.

50 percent of fibers must be greater than or equal to 0.15 inch. 75 percent of fibers must be retained on a 28 mesh screen.

An example of a product which meets the requirements is the Excel Fibermulch II by American Excelsior.

713.05. Add the following:

(j) Filter berm mulch. Use 100 percent natural material derived from weed free virgin wood/bark/fiber mulch. Do not use mulch created from yard waste, recycled material, or trash. Conform to the following:

(1) pH	5.0 to 8.5
(2) Particle size	100 percent less than 4 inches in length 98 percent passing 1 inch sieve 90 percent passing 3/4 inch sieve < 30 percent passing the 3/8 inch sieve
(3) Moisture content	< 60 percent
(4) Organic matter	> 70 percent
(5) Man-made foreign matter	< 1 percent by dry weight

Submit a material sample to the CO for approval prior to being used. The material must comply with all local, county, and/or state regulations.

713.13(c). Add the following:

Furnish logs containing fibers that are 100 percent natural virgin wood and certified weed free.

713.17(h). Add the following:

Furnish a blanket constructed from a 70 percent weed-seed free agricultural straw / 30 percent coconut matrix stitch bonded with biodegradable thread between two natural fiber nets. Do not use photodegradable webbing.

Examples of products meeting these requirements are the North American Green BioNet SC150BN and the Greenfix America CFS072B.

Section 714.—GEOTEXTILE AND GEOCOMPOSITE DRAIN MATERIAL

714.03. Add the following Subsection:

714.03 Geogrid. Furnish geogrid with a regular network of integral connected polymer tensile elements having aperture geometry and junction strength to sufficiently permit significant mechanical interlock with the surrounding soil or rock. Provide geogrid with a structure dimensionally stable and able to retain its geometry under manufacture, transport, installation, ultraviolet degradation, and all forms of chemical and biological degradation encountered in the soil being reinforced.

(a) Physical requirements. Provide geogrids composed of fibers or ribs that are at least 85 percent by weight polyethylene, polypropylene or polyester. Form a network of fibers that will retain dimensional stability. The geogrid shall meet or exceed the physical requirements shown in Table 714-7.

Table 714-7
Geogrid Physical Requirements

Property	Test Method	Minimum Acceptable Values
Wide width tensile strength (ultimate), lb/ft	ASTM D 6637	9000 ⁽¹⁾
Wide width tensile strength (5% strain), lb/ft	ASTM D 6637	5000 ⁽¹⁾
Maximum aperture size, inches	-----	0.8 ⁽¹⁾
Weight, oz/yd ²	ASTM D 5261	8
Resistance to soil burial	ASTM D 3083	No change
Long Term Design Strength (LTDS), lb/ft	GRI:GG4	4500 ⁽²⁾

⁽¹⁾ Machine direction

⁽²⁾ Principle (highest strength) direction

Identify, store, and handle geogrid according to ASTM D 4873-88. Limit geogrid exposure

to ultraviolet radiation to less than 10 days.

(b) Evaluation procedures. Geogrid will be evaluated under Subsection 106.03. Furnish to the CO three copies of a commercial certification that the geogrid supplied meets the respective index criteria, measured in full accordance with all test methods and standards set forth in these specifications. State on the commercial certification the name of the manufacturer, product name, style number, chemical composition of the filaments, ribs, or yarns, and other pertinent information to fully describe the geogrid. Attest the certification by a person having legal authority to bond the manufacturer. In case of dispute over validity of values, the CO can require the Contractor to supply test data from an agency approved laboratory to support the certified values submitted.

When samples are required, remove a 3-foot long, full-width sample from beyond the first outer wrap of the roll. Label the sample with the lot and batch number, date of sampling, project number, item number, manufacturer, and product name.

(c) Manufacturing Quality Control: The manufacturer is responsible for establishing and maintaining a quality control program to ensure compliance with the requirements of this specification.

Perform conformance testing as part of the manufacturing process, testing may vary for each type of product. Consider the Table 714-8 for applicable index tests as a minimum for an acceptable QA/QC program.

**Table 714-8
Minimum Index Tests for QA/QC**

Property	Test Method	Minimum Conformance Requirement
Specific Gravity (HDPE only)	ASTM D-1505	To be provided by the material supplier of specialty company
Wide Width Tensile	ASTM D-4595	
Melt Flow (HDPE and PP only)	ASTM D-1238	
Intrinsic Viscosity (PET only)	ASTM D-4603	
Carboxyl End Group (PET only)	ASTM D-2455	
Single Rib Tensile (geogrids)	GRI:GG1	

Section 720.—STRUCTURAL WALL AND STABILIZED EMBANKMENT MATERIAL

720.02. Add the following:

(d) Welded Wire Facing Units. Weld the mesh from galvanized steel wire conforming to ASTM A 641M Class 3. Use wire with a minimum tensile strength of 60 x 103 pounds per square inch when tested according to ASTM A 370. The galvanized coating may be applied

after mesh fabrication. Twisted wire baskets are not allowed.

Fabricate the baskets in the dimensions required in the Plans, with a dimension tolerance of ± 5 percent. Fabricate the mesh for galvanized or aluminized coated welded wire mesh baskets from nominal sized 0.225 inch diameter (W4 x W4) wire fabric conforming to AASHTO M55. Weld each connection to obtain a minimum shear strength of 600 pounds.

Section 722.—ANCHOR MATERIAL

722.02(e). Add the following:

Furnish grout with a maximum slump of 2 inches.

722.03. Delete the Subsection and substitute the following:

722.03 Rock Bolts. Conform to ASTM F832 and the following:

- (a) **Duct Collar.** Furnish schedule 10 steel pipes conforming to ASTM A-135-01.
- (b) **Bearing Plate.** Furnish steel bearing plates conforming to ASTM A-36-01 and AASHTO M183.
- (c) **Beveled Washer.** Furnish hardened steel beveled washers conforming to ASTM F-436-93, Type I and AASHTO M293.
- (d) **Hex Nut.** Furnish heavy duty steel hex nuts conforming to ASTM A-29-93a Grade C-1045.
- (e) **All Threaded Bar.** Furnish 160 kips per square inch Type II steel all thread bars Grade conforming to ASTM A-722-98 and AASHTO M275. Submit shop drawings, specifications, and installation procedures to the CO for approval prior to purchase.
- (f) **Bolt End Cap.** Furnish end caps consisting of a 4 inch nominal diameter by 7 inch long schedule 40 steel pipe conforming to ASTM A-53-01, a 3/8 inch flange plate conforming to ASTM A-36, and a 4 1/2 inch diameter top cap conforming to ASTM A-36. Anodize or bake on a black enamel finish.
- (g) **Pipe Sleeve.** Furnish class 200 PVC smooth sleeve pipes conforming to ASTM D-2241-00.
- (h) **Corrugated Tubing.** Furnish factory-grouted HDPE corrugated tubing with a spiral wound polyethylene rope internal centralizer conforming to ASTM D-3350-93 and AASHTO M252.

(i) PVC Centralizer. Furnish schedule 40 PVC centralizers conforming to ASTM D-1785-99.

(j) Grout. Furnish a pumpable mixture of portland cement, sand, water, and admixtures. Use type I, II, or III Portland cement conforming to AASHTO M 85

Furnish grout capable of reaching a cube strength (AASHTO T 106) of 4,000 pounds per square inch in 7 days. Submit specifications, mix design, placing procedure and testing method of the grout to CO for approval.

(k) Grease. Furnish corrosion inhibiting grease conforming to ASTM B-117 and D-1743.

Galvanize all metal components except for the end caps according to ASTM A-153.
Mechanically clean all metal components prior to galvanization.

Section 725.—MISCELLANEOUS MATERIAL

725.30. Add the following:

725.30 Masonry Cleaner. Use a cleaner designed for removing mortar and grout stains, efflorescence, and other construction stains from stone masonry surfaces without discoloring or damaging the stone. Use one of the following or approved equal:

Vana Trol by Prosoco Inc.

NMD80 by FaCo Chem Inc.

202V Vana-Stop by Diedrich Technologies Inc.