Contract No.

U.S. DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

EASTERN FEDERAL LANDS HIGHWAY DIVISION

WV NP NERI 107(3)

NEW RIVER GORGE NATIONAL PARK AND PRESERVE

REPAIR OF A SLIDE ON CUNARD RIVER ACCESS ROAD USING AN ANCHORED SOLDIER PILE WALL

PMIS# 335362

SOLICITATION

IFB No. 693C73-26-B-000016

This Contract Cites

STANDARD SPECIFICATIONS (FP-24)

CONTRACTOR:

ADDRESS:

STATE West Virginia

COUNTY Fayette

PARK New River Gorge National River

TYPE OF IMPROVEMENT

Construction of an anchored soldier pile wall, reconstruction of the roadway section with asphalt concrete pavement and aggregate base, guardrail replacement with MGS, drainage improvements, and other miscellaneous work.

				Project Length Totals For Parking Areas, Lane Miles is calculated as SQFT/11ft (nominal) lane		0.40	0.80
	Schedule	Parking Area	Roadway / Parking Area / Other	Stations / SQFT	Linear Feet	Route Miles	Lane Miles
	A	☐	Cunard River Access Road	100+93 To 121+90	2,097	0.40	0.80

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NOTICE TO BIDDERS

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

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

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

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

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

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

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

NOTICE TO BIDDERS

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

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

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

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

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

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

NOTICE TO BIDDERS

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

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

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

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

CHECKLIST FOR BID SUBMISSION

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

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

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

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

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

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

BIDS RECEIVED WITHOUT A VALID BID BOND WILL BE REJECTED.

CHECKLIST FOR BID SUBMISSION

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

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

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

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

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

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

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

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

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

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

CHECKLIST FOR BID SUBMISSION

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

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	693C7326B000016	☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	06/24/2026	1 5

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

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

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

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

SOLICITATION

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

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

This Invitation for Bids is for the New River Gorge National Park and Preserve, Project No. WV NP NERI 107(3), located in Fayette County, West Virginia in strict accordance with the Solicitation/Contract instructions, notices, clauses, provisions, items listed below, and for the quantities of work actually performed at the unit prices as bid in the Bid Schedule, including all applicable Federal, State, and local taxes.

FP - Standard Specification for Construction of Roads & Bridges on Federal Highway Projects.
Bid Schedule, Section B - pages B-1 through B-3.
Special Contract Requirements, Section J - pages J-1 through J-23.
Plans, Sheets 1 through 89.
Categorical Exclusion Form (NEPA), pages 1 through 6.
WV NP NERI 107(3)_HYD_Memo_adv, pages 1 through 20.
WV NP NERI 107(3)_PVT_Memo_update, 1 Page.
WV NP NERI107(3)_GEO_Report_adv, Pages 1 through 129
Permits, pages 1 through 13.

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

11. The Contractor shall begin performance within 10 calendar days and complete it within 305 calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See Continuation Sheet, Block 11.)

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

12b. CALENDAR DAYS: 14

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1400 *(hour)* local time 07/28/2026 *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

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

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

CODE FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM Block 26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

26. ADMINISTERED BY CODE EFLHD-CO

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

27. PAYMENT WILL BE MADE BY

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return _____ copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD

(Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

CONTINUATION OF SF 1442

Block 2:

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

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

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

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

Block 9:

PHYSICAL DATA AVAILABLE FOR REVIEW

1. Manual on Uniform Traffic Control Devices for Streets and Highways, most current edition, published by the Federal Highway Administration. https://mutcd.fhwa.dot.gov/.
2. National Park Service Sign Manual, revised - January 1988, United States Department of the Interior. https://highways.dot.gov/federal-lands/design/highway-design-library.
3. Categorical Exclusion Form (NEPA)
4. WV NP NERI 107(3)_HYD_Memo_adv
5. WV NP NERI 107(3)_PVT_Memo_update
6. WV NP NERI107(3)_GEO_Report_adv
7. Permit

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

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

CONTINUATION OF SF 1442

∗Block 11:

The performance period to complete all Schedule A work will be 305 calendar days and will start on the effective date of Schedule A's Notice to Proceed.

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

Construction activities at the project site cannot begin any earlier than November 3, 2026.

Notice to Proceed will be issued within 30 days following receipt of acceptable performance and payment bonds with the earliest start date of November 3, 2026. (Actual Notice to Proceed date will be 10 days from issuance or the date specified in the Notice.)

Block 12A:

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

Block 13:

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

Block 17:

Amounts should be completed as follows:
Schedule A - $

Other:

The estimated price is expected to fall within the price range of **$5,000,000 to $10,000,000**.

CONTINUATION OF SF 1442

Responsibility of bidders shall be evaluated in accordance with the information provided on the Bidder's Qualification Form, which can be downloaded from the Contract Opportunities website located at http://SAM.gov. FP-24 versions can be downloaded at the FHWA web site located at http://flh.fhwa.dot.gov/resources/specs/.

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

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

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

Subcontracting Goals:

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

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

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

STATEMENT OF WORK

Sealed bids from **all business concerns** will be accepted for the New River Gorge National Park and Preserve, Project WV NP NERI 107(3), Solicitation Number 693C73-26-B-000016, located in Fayette County, West Virginia. The project consists of the repair of a slide on Cunard River Access Road using an anchored soldier pile wall. The work includes construction of an anchored soldier pile wall, reconstruction of the roadway section with asphalt concrete pavement and aggregate base, guardrail replacement with MGS, drainage improvements, and other miscellaneous work.

The project is expected to fall within the price range of $5,000,000 to $10,000,000.

The performance period to complete all Schedule A work will be 305 calendar days and will start on the effective date of Schedule A's Notice to Proceed.

Construction activities at the project site cannot begin any earlier than November 3, 2026.

BID SCHEDULE INSTRUCTIONS

PROJECT: **WV NP NERI 107(3)**
BIDDERS PLEASE NOTE: Before preparing the bid, carefully read the Instructions to Bidders. When preparing the bid, comply with the following:

COMPLETING THE BID SCHEDULE

Complete the Bid Schedule(s) by handwriting in ink or typing. Specify a Unit Bid Price, in figures with cents to only **two decimal places** for each pay item in the Unit Bid Price column for which a quantity is given. Do not enter or tender a Unit Bid Price for any pay item for which no estimated quantity appears in the Bid Schedule. Determine the products of the respective unit prices and quantities, and show them, in figures, in the Amount Bid column. If a Unit Bid Price and Amount Bid have been inserted by the Government for a pay item, do not change the Unit Bid Price and Amount Bid for the pay item. Determine the Bid Total by adding the amounts of the listed 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 (standard specifications book) regarding scope of payment for direct and indirect payment work.

Fill in the **Bid Total(s)** as directed on the **Bid Summary** page.

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

SCHEDULES OF WORK

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

Schedule A (Base Contract) **- Pages B-1 through B-2**

COMPLETION OF WORK

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

The performance period to complete all Schedule A work will be 305 calendar days and will start on the effective date of Schedule A's Notice to Proceed.

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

Notice to Proceed will be issued within 30 days following receipt of acceptable performance and payment bonds with the earliest start date of November 3, 2026. (Actual Notice to Proceed date will be 10 days from issuance or the date specified in the Notice.) See Subsection 108.01 of the SCRs for additional details.

BASIS FOR AWARD

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

Schedule A (Base Contract) Bid Total

BID SCHEDULE

Project No : WV NP NERI 107(3)
Schedule : A
Project Name : REPAIR OF A SLIDE ON CUNARD RIVER ACCESS ROAD USING AN ANCHORED SOLDIER PILE WALL
Schedule Type : Base

Contract Quantity Pay Items
No Contract Quantity Pay Items

AMD#	Line Item Number	Pay Item Number	Description	Supplemental Description	Quantity	Unit	Unit Price	Amount
	A0100	15101-0000	MOBILIZATION		ALL	LPSM		
	A0120	15201-0000	CONSTRUCTION SURVEY AND STAKING		ALL	LPSM		
	A0140	15401-0000	CONTRACTOR TESTING		ALL	LPSM		
	A0160	15705-1400	SOIL EROSION CONTROL, FIBER ROLL		430.000	LNFT		
	A0180	15706-0400	SOIL EROSION CONTROL, SEDIMENT TRAP		1.000	EACH		
	A0200	15706-1000	SOIL EROSION CONTROL, INLET PROTECTION		3.000	EACH		
	A0220	15706-1600	SOIL EROSION CONTROL, STABILIZED CONSTRUCTION EXIT		1.000	EACH		
	A0240	20103-0000	CLEARING AND GRUBBING		3,250.000	SQYD		
	A0260	20301-1400	REMOVAL OF INLET		3.000	EACH		
	A0280	20301-2400	REMOVAL OF SIGN		12.000	EACH		
	A0300	20301-3400	REMOVAL OF WHEELSTOP		9.000	EACH		
	A0320	20302-0300	REMOVAL OF CURB AND GUTTER, CONCRETE		21.000	LNFT		
	A0340	20302-1600	REMOVAL OF PAVED WATERWAY		430.000	LNFT		
	A0360	20302-2100	REMOVAL OF PIPE CULVERT		145.000	LNFT		
	A0380	20303-1600	REMOVAL OF PAVEMENT, ASPHALT		1,080.000	SQYD		
	A0400	20401-0000	ROADWAY EXCAVATION		7,470.000	CUYD		
	A0420	20411-0000	SELECT BORROW		2,250.000	TON		
	A0440	20701-1000	SEPARATION GEOTEXTILE, WOVEN		1,080.000	SQYD		
	A0460	20703-1200	GEOTEXTILE FILTER, CLASS 1, NON-WOVEN		935.000	SQYD		
	A0480	25102-0200	PLACED RIPRAP, CLASS 2		365.000	TON		
	A0500	25402-1000	LAGGING, TIMBER		4,540.000	SQFT		
	A0520	25402-2000	LAGGING, CONCRETE	(PRECAST CONCRETE PANELS)	4,540.000	SQFT		
	A0540	25411-0000	STRUCTURAL STEEL SOLDIER PILE	(STEEL H-PILE, 16 X 88, IN PLACE)	2,260.000	LNFT		
	A0560	25602-0000	GROUND ANCHOR		7,350.000	LNFT		

	A0580	25605-0000	PERFORMANCE TEST		8.000	EACH		
	A0600	30202-2000	ROADWAY AGGREGATE, METHOD 2		340.000	TON		
	A0620	31302-0400	AGGREGATE-TOPSOIL COURSE, 4-INCH DEPTH		155.000	SQYD		
	A0640	40301-0100	ASPHALT CONCRETE PAVEMENT, TYPE 1	(1/2-INCH NOMINAL MAXIMUM SIZE AGGREGATE)	620.000	TON		
	A0660	40301-0100	ASPHALT CONCRETE PAVEMENT, TYPE 1	(3/4-INCH NOMINAL MAXIMUM SIZE AGGREGATE)	535.000	TON		
	A0680	41202-0000	TACK COAT		860.000	GAL		
	A0700	41301-0600	ASPHALT PAVEMENT MILLING, 2-INCH DEPTH		2,300.000	SQYD		
	A0720	56501-0300	DRILLED SHAFT, 30-INCH DIAMETER	(FLOWABLE BACKFILL DRILLED SHAFT)	120.000	LNFT		
	A0740	56501-0300	DRILLED SHAFT, 30-INCH DIAMETER	(ROCK EMBEDMENT)	505.000	LNFT		
	A0760	56501-0300	DRILLED SHAFT, 30-INCH DIAMETER	(SOIL EMBEDMENT)	825.000	LNFT		
	A0780	60201-0800	24-INCH PIPE CULVERT		75.000	LNFT		
	A0800	60210-0800	END SECTION FOR 24-INCH PIPE CULVERT		2.000	EACH		
	A0820	60403-1100	INLET, FLH TYPE 4D		1.000	EACH		
	A0840	60403-1100	INLET, FLH TYPE 4D	(MODIFIED)	1.000	EACH		
	A0860	60510-0700	6-INCH COLLECTOR PIPE	(PERFORATED)	300.000	LNFT		
	A0880	60510-0800	6-INCH OUTLET PIPE		110.000	LNFT		
	A0900	60520-0000	UNDERDRAIN BACKFILL	(AASHTO NO. 67 STONE)	125.000	CUYD		
	A0920	60703-0000	CLEANING CULVERTS IN PLACE		25.000	LNFT		
	A0940	60802-0500	PAVED WATERWAY, TYPE 5	(MODIFIED)	420.000	LNFT		
	A0960	60902-1100	CURB AND GUTTER, CONCRETE, 13-INCH DEPTH		50.000	LNFT		
	A0980	60915-1000	WHEELSTOP, CONCRETE		9.000	EACH		
	A1000	61701-4500	GUARDRAIL SYSTEM MGS, TYPE 2, CLASS A, STEEL POSTS	(NATINA STAINED)	350.000	LNFT		
	A1020	61702-1500	TERMINAL SYSTEM, TYPE MGS TANGENT	(NATINA STAINED)	2.000	EACH		
	A1040	62401-0300	PROVIDING AND PLACING TOPSOIL, 4-INCH DEPTH		3,240.000	SQYD		
	A1060	62501-0000	TURF ESTABLISHMENT		0.700	ACRE		
	A1080	62901-1100	ROLLED EROSION CONTROL PRODUCT, TYPE 4.B		845.000	SQYD		
	A1100	63401-1500	PAVEMENT MARKINGS, TYPE H, SOLID		8,980.000	LNFT		
	A1120	63501-0000	TEMPORARY TRAFFIC CONTROL		ALL	LPSM		
	A1140	63701-0000	FIELD OFFICE		1.000	EACH		

Submitted By:

Schedule Total:

BID SUMMARY
Project WV NP NERI 107(3)

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(1) Schedule A (Base Contract) Bid Total (from Page B-2) = (1) $_____

The performance period for the completion of Schedule A is 305 calendar days.

	Yes	No
Does the Bidder claim the Price Evaluation Preference for HUBZone Small Business Concerns as defined in FAR Provision 52.219-4?	☐	☐

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

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

Surety(ies) (Name And Business Address)

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

Obligation:

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

Conditions:

The Principal has submitted the bid identified above.

Therefore:

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

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

Witness:

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

Principal

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

Individual Surety(ies)

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

Corporate Surety(ies)

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

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

Instructions

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

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

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

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

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

CONTRACT CLAUSES INDEX

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

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

52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

(End of Clause)

FAR & TAR CLAUSES INCORPORATED BY REFERENCE

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

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

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

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1252.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	Nov-22	
1252.228-74	NOTIFICATION OF PAYMENT BOND PROTECTION	Nov-22	
	FAR & TAR PROVISIONS INCORPORATED BY REFERENCE		

CONTRACT CLAUSES INDEX

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

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

FAR & TAR CLAUSES INCORPORATED BY FULL TEXT

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

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

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

FAR & TAR PROVISIONS INCORPORATED BY REFERENCE

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

CONTRACT CLAUSES INDEX

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

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

FAR PROVISIONS INCORPORATED BY FULL TEXT

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

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

REPRESENTATIONS AND CERTIFICATIONS

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

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

CONTRACTORS ARE NOT ELIGIBLE FOR AWARD WITHOUT COMPLETING THESE REQUIREMENTS.

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

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

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

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

REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

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

(End of provision)

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

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION PROVISIONS

(Updated through FAC 2026-01)

REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

REPRESENTATIONS AND CERTIFICATIONS

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

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

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

(End of provision)

(End of Section D)

FEDERAL ACQUISITION REGULATION & TRANSPORTATION ACQUISITION REGULATION PROVISIONS

INSTRUCTIONS TO BIDDERS

(Updated through FAC 2026-01)

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

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

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

(End of Provision)

52.216-1 TYPE OF CONTRACT (Apr 1984)

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

(End of Provision)

52.228-1 -- Bid Guarantee (Sep 1996)

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

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

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

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

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

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

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

52.233-2 SERVICE OF PROTEST (Sep 2006)

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

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

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

(End of Provision)

PROJECT SITE VISIT POINT OF CONTACT INFORMATION:

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

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

Name: Mr. Neil S. Hakel
Project Manager
Supervisory Facility Operations Specialist

Telephone: 304-465-6547 or 304-640-0925

Email: neil_hakel@nps.gov

Address: National Park Service
New River Gorge National Park and Preserve
P.O. Box 246
Glen Jean, WV 25846

or

Name: Mr. Morgan Hartsock
Roads & Trails Supervisor

Telephone: 304-465-6548 or 304-377-1655

Email: morgan_hartsock@nps.gov

Address: National Park Service
New River Gorge National Park and Preserve
P.O. Box 246
Glen Jean, WV 25846

FEDERAL ACQUISITION REGULATION & TRANSPORTATION ACQUISITION REGULATION PROVISIONS

INSTRUCTIONS TO BIDDERS

(Updated through FAC 2026-01)

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

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

(End of Section E)

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

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

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

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

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

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

(End of Policy Statement)

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

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

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

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

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

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

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

(End of Provision)

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

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

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

(End of Provision)

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

(a)Definitions. As used in this clause—
Caribbean Basin country construction material means a construction material that—

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

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

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means—

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

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

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

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

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

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

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

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

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

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

(b) Construction materials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

[*Include other applicable supporting information.*]

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

(End of clause)

Alternate I (May 2026). As prescribed in 25.1102(c)(3), add the following definition of "Bahraini, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:
"Bahraini, Mexican, or Omani construction material" means a construction material that-
(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.
(b) Construction materials. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, United States-Mexico-Canada Agreement, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahraini, Mexican, or Omani construction materials.
(2) The Contractor shall use only domestic or designated country construction material other than Bahraini, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

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

(End of Provision)

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

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

(d) *Alternate offers.*

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

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

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

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

(ii) May be accepted if revised during negotiations.

MINIMUM WAGE SCHEDULE

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

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

General Decision Number: WV20260102 05/18/2026

State: **West Virginia**

Construction Types: **Highway**

Counties: West Virginia Counties of
Fayette

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

CARP0439-008 12/01/2024

	Rates	Fringes
CARPENTER	$ 33.80	27.34

ELEC0317-006 10/02/2023

	Rates	Fringes
TRAFFIC SIGNALIZATION: GROUNDSMAN	$ 22.12	26.26

ENGI0132-002 12/01/2024

Rates Fringes

OPERATOR: CRANE.....$ 40.35 20.30

ENGI0132-003 12/01/2024

Rates Fringes

OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....$ 37.59 20.30

ENGI0132-004 12/01/2024

Rates Fringes

OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....$ 37.59 20.30

ENGI0132-005 12/01/2024

Rates Fringes

OPERATOR: BROOM/SWEEPER.....$ 37.59 20.30

ENGI0132-030 12/01/2024

Rates Fringes

OPERATOR: BULLDOZER.....$ 37.59 20.30

ENGI0132-031 12/01/2024

Rates Fringes

OPERATOR: DRILL.....$ 37.59 20.30

ENGI0132-032 12/01/2024

Rates Fringes

OPERATOR: FORKLIFT.....$ 37.59
20.30

ENGI0132-033 12/01/2024
Rates
Fringes
OPERATOR: GRADER/BLADE.....$ 37.59
20.30

ENGI0132-034 12/01/2024
Rates
Fringes
OPERATOR: MILLING MACHINE.....$ 37.59
20.30

ENGI0132-035 12/01/2024
Rates
Fringes
OPERATOR: PAVER/SPREADER/FINISH EQUIPMENT(ASPHALT,
AGGREGATE, & CONCRETE).....$ 37.59
20.30

ENGI0132-036 12/01/2024
Rates
Fringes
OPERATOR: LOADER (UP TO SIX (6) CUBIC YARD
CAPACITY).....$ 37.59
20.30

ENGI0132-037 12/01/2024
Rates
Fringes
OPERATOR: MECHANIC.....$ 37.59
20.30

ENGI0132-038 12/01/2024
Rates
Fringes
OPERATOR: POST DRIVER (GUARDRAIL/FENCES).....$ 37.59
20.30

ENGI0132-039 12/01/2024

	Rates	Fringes
OPERATOR: ROLLER	$ 36.48	20.30

IRON0787-009 12/01/2025

	Rates	Fringes
IRONWORKER	$ 36.10	24.25

LADC0001-002 12/01/2024

	Rates	Fringes
TRAFFIC CONTROL PERSON	$ 27.91	17.40

LADC0001-004 12/01/2024

	Rates	Fringes
LABORER: GRADE CHECKER	$ 29.00	17.40

LADC0001-006 12/01/2024

	Rates	Fringes
LABORER: LASER SCREED OPERATOR	$ 30.03	17.40

LADC0001-007 12/01/2024

	Rates	Fringes
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR	$ 29.00	17.40

LADC0001-010 12/01/2024

Rates
Fringes
LABORER: PIPELAYER.....$ 29.00
17.40

PLAS0926-004 12/01/2025

Rates
Fringes
CEMENT MASON/CONCRETE FINISHER.....$ 35.77
27.54

SUWV2022-022 09/11/2024

Rates
Fringes
TRUCK DRIVER: DUMP TRUCK.....$ 28.27
16.15
LABORER: MASON TENDER - CEMENT/CONCRETE.....$ 26.64
16.30
LABORER: COMMON OR GENERAL.....$ 25.92
16.30

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than □SU□, □UAVG□, □SA□, or □SC□ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.

0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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END OF GENERAL DECISION

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

GENERAL CONTRACT REQUIREMENTS

(Updated through FAC 2026-01)

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

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

(End of clause)

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

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

(End of provision)

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

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

(End of clause)

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

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

Commercial and Government Entity code means—

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

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

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

(b) *Active registration*.

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

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

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

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

(i) Change the legal business name in SAM;

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

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

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

(d) *Assignees*.

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

(End of clause)

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

52.223-4 - Recovered Material Certification (May 2008)

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

(End of Clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

(2) Submit this estimate to:

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

(End of Clause)

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

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

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

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

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

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

(3) *Additional bond protection.*

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

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

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

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

U.S. Department of Treasury
Financial Management Service

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

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

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

(End of Clause)

52.240-91 Security Prohibitions and Exclusions (Sep 2025)

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

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

equipment; or

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

(End of clause)

Local Clause:

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

1252.232-70 Electronic Submission of Payment Requests.

Electronic Submission of Payment Requests (NOV 2022)

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

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

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

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

(End of clause)

(End of Section G)

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

CONSTRUCTION CONTRACT REQUIREMENTS

(Updated through FAC 2026-01)

52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)

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

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

(End of Clause)

Local Clause:

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

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

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

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

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

Applicability:

A. General Requirements/Procedures

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

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

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

B. Exceptions

1. This procedure does not apply to the following:

    1. Contracts awarded under FAR Part 8.6, Acquisition from Federal Prison Industries;
    2. Assistance Agreements (grants and cooperative agreements);
    3. Test Program for Certain Commercial Items or commercial item awards if simplified acquisition procedures are used. In cases where simplified acquisition procedures are not used, this APM would be applicable to the award of all commercial items/services in excess of the SAT;
    4. Inter/intra-agency Agreements;
    5. Expired contracts subject to the exception at Section I of this memorandum; and
    6. Contracts awarded under Subpart 8.7 (Acquisition from Nonprofit Agencies Employing People Who Are Blind or Severely Disabled).

C. General Guidelines

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

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

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

D. Access

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

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

E. Roles

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

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

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

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

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

F. Responsibilities

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

   In FLH – The contract specialist will register the contract in CPARS or will provide information to a focal point who will then register the contract in CPARS.

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

contracts and assign roles in CPARS within 30 calendar days following contract/order award.

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

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

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

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

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

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

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

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

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

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

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

   In EFLHD, the Reviewing Official is the CO.

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

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

G. Handling of Past Performance Information and File Documentation

A copy of the interim and final past performance evaluations shall be kept in the contract file. The evaluation will become

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

H. Terminations

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

I. Closeouts

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

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

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

J. Contract Clause

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

Attachment A
APM 002-C

POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE

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

Contractor Performance Evaluations

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

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

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

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

Contractors may access evaluations in CPARS for review and comment.

(End of Clause)

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

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

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

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

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

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

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

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

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

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

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

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

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

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

(3) A separate, detailed cost estimate for

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

(ii) the VECP.

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

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

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

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

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

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

(e) Government action.

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

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

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

(f) Sharing --

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

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

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

(End of Clause)

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

EFLHD CONSTRUCTION CONTRACT ADMINISTRATION.

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

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

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

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

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

(End of Section H)

FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
SPECIAL CONTRACT REQUIREMENTS

Project **WV NP NERI 107(3)**
New River Gorge National Park and Preserve

The following Special Contract Requirements amend and supplement the *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-24)*, U. S. Department of Transportation, Federal Highway Administration.

Section 101. — TERMS, FORMAT, AND DEFINITIONS

101.04. Delete the definition of (c) "Supplemental agreement" under "Contract Modification".

Section 104. — CONTROL OF WORK

104.06(c). Add the following to the first paragraph:

Provide one full-size (22- by 34-inch) paper copy of the plans from the Government-furnished electronic plans and use this set of plans exclusively for as-built drawings.

104.08. Add the following to the second paragraph:

When hauling on National Park Service roads, do not exceed the load restrictions shown in Table 104-1.

Table 104-1
Load Restrictions

Single Units	**Gross Vehicle Weight, pounds**
2 axles	40,000
3 axles	48,000
4 or more axles	52,000
Combination Units	**Gross Vehicle Weight, pounds**
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.

104.08. Add the following:

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

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. When hauling on bridges, 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.

Section 105. — CONTROL OF MATERIAL

105.04. Add the following:

The Contractor may use the road within the closed sites and Brooklyn Miners Trail Parking (Global Positioning System: 38.000884, -81.033103) as staging areas. The Brooklyn Miners Trail Parking is approximately 200 feet by 20 feet. Keep two parking spaces open for trail users during the full roadway closure.

Staging and parking at the commercial parking area (Global Positioning System: 37.998600, -81.022931) will be allowed during the full roadway closure and during single lane closures with limited access.

Staging and parking will always be allowed at the parking area south of the commercial parking area (Global Positioning System: 37.997981, -81.023262). Prior to the November start of full roadway closure, maintain an 11-foot-wide lane for vehicle access. Do not block or damage the culvert crossing in this area. Coordinate with the CO to locate the culvert in the field before staging.

The Contractor may use the pull-off area (Global Positioning System: 37.999456, -81.022824) for staging during single lane closures.

Staging in the paved parking lots on the east end of Cunard Road will not be allowed outside of the full roadway closure dates.

Obtain approval before using any location for staging.

Document the preconstruction condition of proposed staging areas using a combination of photographs and survey measurements as directed. Take a sufficient number of high-resolution color digital photographs to adequately record the preconstruction condition. Clearly label the photographs with notes, GPS, or other referencing necessary to adequately establish each photograph's location. Provide electronic copies of the photographs to the CO. These photographs will be used to establish the extent of restoration required when the staging area is no longer needed. Do not begin staging area work until the documentation of the preconstruction conditions has been approved.

Repair any damage to paved parking lots before reopening access to visitors, Park staff, and all vehicles.

Restore staging areas to their preconstruction condition as directed. Restore all staging areas except the Brooklyn Miners Trail Parking at no additional cost to the Government.

Section 106. — ACCEPTANCE OF WORK

106.03(b)(3). Delete the first sentence and substitute the following:

Substantiating evidence that the material conforms to the contract quality requirements, including the following:

106.05. Add the following to the second paragraph:

The QL-Pay program, along with instructions, can be found at https://highways.dot.gov/federal-lands/materials/ql-pay.

Section 107. — LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.02(d). Add the following to the first paragraph:

Contact West Virginia One Call at 800-245-4848 or 811, or online at http://www.WV811.com, two business days before digging.

107.03. Delete Subsections **(a)** and **(f)**.

Section 108. — PROSECUTION AND PROGRESS

108.01. Delete the first sentence.

108.01. Add the following:

Construction activities at the project site cannot begin any earlier than November 3, 2026. However, the Contractor may perform any preconstruction activities (such as submitting shop drawings and material mix designs) to prepare for the start of construction once the contract is awarded and the NTP has been issued. Contract time will start as determined by the CO either at time of contract award or as specified in the NTP.

Construction operations are limited as follows:

(a) No work will be permitted on Saturdays, Sundays, or National legal holidays.

(b) No removal or trimming of vegetation larger than 3-inch diameter at breast height (DBH) will be permitted from April 1 to November 15.

(c) No work will be permitted on days with special events occurring in the vicinity, as determined by the CO.

If the Contractor finds it necessary to work on one of these restricted days, except on Saturdays, request approval at least 7 days before the planned work. If Saturday work is requested, submit the request for approval to the CO by noon on the Wednesday before the planned Saturday work.

108.04. Delete the first sentence.

108.04(c). Delete the last paragraph and substitute the following:

For delays due to weather, demonstrate that the weather was unusually severe (as defined under Section 155) based on the most recent 10 years of historical data according to FAR Clause 52.249-10 Default (Fixed-Price Construction). If a time extension is requested for unusually severe weather, submit a time impact analysis according to Subsection 108.04(b) and include supporting historical weather data according to Subsections 155.04A and 155.04B. The following criteria will be used for determining a time extension for unusually severe weather:

(1) Time adjustment for rain delays. If the net number of actual workdays lost to rain is less than the total lost days for the month in question, then no time adjustment will be made. If the net number of actual workdays lost to rain is more than the total lost days for the month in question, then a time extension may be granted.

(2) Time adjustment for other weather delays. If a time extension is requested for other unusually severe weather conditions (such as snow, extreme cold or heat, or high winds), follow the same calculation, submittal, and criteria procedures as outlined for rain delays.

108.04(c). Add the following:

If a quantity variation described in Subsection 109.06(e) results in an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the CO within 10 days from the beginning of the delay, or within such further period as may be granted by the CO before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the CO will ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the CO, is justified.

Section 109. — MEASUREMENT AND PAYMENT

109.01. Delete the sixth paragraph.

109.02(d)(1)*(a)*. Delete the Subsection and substitute the following:

(a) Average end area method. Take cross-sections of the original ground. Use design or staked templates to determine end areas. Compute the quantity using the average end areas multiplied by the horizontal distance along a centerline or reference line between the end areas.

109.06(c)(3). Delete the last sentence and substitute the following:

Due to the limited risk in post-work pricing, a lower profit percentage may be determined by a profit analysis according to FAR 15.404-9 Profit.

109.06(d). Delete the last sentence of the first paragraph and substitute the following:

See FAR Subpart 15.4 Contract Pricing and FAR Table 15-1 Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required for guidance.

109.06. Add the following:

(e) Variation in estimated quantity. If the quantity of a unit-priced item 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 will be made upon demand of either party. The equitable adjustment will 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.

109.08(a). Add the following:

Submit invoices electronically to EFLConstructionInvoices@dot.gov with email copy to the CO and the project engineer.

109.08(b)(3). Add the following:

Include an electronic or wet signature on the certification; facsimiles will not be accepted.

109.08(d). Add the following after the first sentence of the second paragraph:

Invoices received after 3:00 p.m. Eastern Time will be marked as received the following business day.

Section 152. — CONSTRUCTION SURVEY AND STAKING

152.03(b). Add the following:

Include procedures for how control will be established and maintained.

152.05(l). Add the following:

Survey the existing pavement markings at the Brooklyn Miners Trail Parking to record the locations of striping. Submit the survey to the CO before performing pavement removal or resurfacing work. Use this survey to reestablish the existing pavement markings according to Section 634.

Section 154. — CONTRACTOR SAMPLING AND TESTING

154.02. Add the following:

Submit formal requests for using alternate AASHTO or state department of transportation approved test methods for review. Alternate methods may be allowed based on documented equivalence to the method specified and if approved.

154.03. Add the following:

Provide the Government's portion of the sample or split sample in an acceptable container suitable for shipment with clear identification of the sample on the container to the CO. The CO will insert a completed FHWA Form 1600E, *Government Lab Test Request* inside the container. The CO will seal the container with specialty chain-of-custody security tape and will sign the security tape.

The CO will furnish a copy of the completed FHWA Form 1600E. Attach the FHWA Form 1600E copy to the outside of the container so the sample identification is clearly and completely visible.

Ship the security-sealed sample by overnight or next day shipping to the EFLHD Central Laboratory at the following address within 24 hours of receiving the sample from the CO:

Federal Highway Administration
Eastern Federal Lands Highway Division
1827 Jack Delozier Drive
Sevierville, Tennessee 37876
ATTN: MATERIALS LABORATORY

Provide the sample's shipping information, including tracking number, sample identification, and expected date of delivery, within 24 hours.
For the split sample of asphalt concrete pavement material, provide boxes that are lined with silicone-coated paper throughout the interior.

154.05. Add the following:

For items accepted under Subsection 106.05, use the QL-Pay software program to determine pay factors and report pay factors determined by QL-Pay. Submit a copy of all current test results and pay factor calculations based on those tests on a weekly basis. When large quantities are produced, calculate pay factors as soon as possible. Use this information to make any necessary adjustments to operations to achieve acceptable pay factors. See Subsection 106.01 for conditions upon which the Government may use the Contractor's test results.

Section 155. — SCHEDULES FOR CONSTRUCTION CONTRACTS

155.02. Add the following:

(f) Drying day. A workday immediately following a rainfall equal to or greater than 1.00 inch which is potentially lost because of wet ground conditions.

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

(h) Reasonably predictable weather. The number of workdays that can expect to be lost in any month due to rainfall based on 10-year historical weather data.

(i) Unusually severe weather. When the number of actual workdays lost is greater than the reasonably predictable weather for a specific month.

(j) Workday. A day not excluded from work by Section 108.

155.03. Add the following:

Prepare and submit a Bar Chart Method (BCM) construction schedule.

155.04(i). Add the following:

If a subcontract has not yet been awarded for a certain portion of the work, include the schedule for that work.

155.04. Add the following:

(l) A completed Table 155-1 prepared according to Subsection 155.04A.

Add the following after Subsection 155.04:

155.04A Reasonably Predictable Weather. Determine reasonably predictable weather for this contract by completing Table 155-1. Calculate data for Table 155-1 by computing the average number of workdays lost (rain days plus drying days) for each month and the standard deviation from the average, using the last 10 years of historical weather data from the nearest National Oceanic and Atmospheric Administration (NOAA) weather data collection station. Add the average number of workdays lost to the standard deviation. The total number of lost days (average workdays lost plus 1 standard deviation, rounded to whole days) will be considered normal for each month.

At the option of the Contractor, provide the necessary instrumentation to support weather-related impacts to the project if using the nearest weather station is impractical. If onsite weather instrumentation is not provided, use the nearest weather station.

Provide a weekly summary of the weather data gathered to the CO.

155.04B Unusually Severe Weather. If requesting a time extension due to unusually severe weather, calculate the number of actual workdays lost by totaling the actual rain days plus the actual drying days occurring in the month in question. From this total, deduct any workdays meeting any one of the following conditions:

(a) The rain day or drying day occurred on a non-work weekday such as a holiday.

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

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

If the net number of actual workdays lost is greater than the total lost days, then unusually severe weather occurred during the month in question.

Table 155-1
Reasonably Predictable Weather

Project Number:			
Project Location:			
NOAA Station Location:			
Data Years (10-year history):			
Month	**Average Workdays Lost**	**Standard Deviation**	**Total Lost Days**
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

155.05(b)(1)*(c)*. Add the following:

Include unreflected items, or components of work within a pay item, as separate activities as directed.

155.05(b)(3). Add the following:

As a minimum, include the following:

- Contractor quality control plan;
- Asphalt mix designs;
- Concrete mix designs;
- Bridge falsework and formwork designs;
- Manufactured items;
- Test panels; and
- Contract specialty items.

Section 156. — PUBLIC TRAFFIC

156.03. Add the following to the first paragraph:

Submit a temporary traffic control plan conforming to the following:

(a) Ensures the safe and efficient movement of pedestrian, bicycle, and vehicular traffic, including emergency vehicles, at all times during construction;

(b) Includes the scheduling and performance of work to minimize disruption to public traffic; and

(c) Accommodates the construction operations as approved under Section 155.

Revise the temporary traffic control plan as necessary to accommodate approved changes in the construction schedule. Submit the revised temporary traffic control plan at least 14 days before implementation unless otherwise approved.

Contact John Dixon, County Administrator at 304-465-1250, at least 2 days in advance of work to inspect the temporary traffic control device setup.

156.03. Add the following:

Maintain one lane of traffic on Cunard River Access Road at all times from March 25 through October 30.

Roadway closures are only allowed on Cunard River Access Road from October 31 through March 24 as approved. Open roadway within 24 hours after completion of work or as directed.

156.06(d). Delete the first sentence and substitute the following:

Provide minimum lane widths of 11 feet.

156.06. Add the following:

(j) Limit lane closures to no more than 500 feet unless otherwise approved.

156.07. Delete the second and third paragraphs, and substitute the following:

Nighttime operations are not permitted.

156.08. Delete the second paragraph and substitute the following:

The superintendent may serve as the TCS provided the requirements of Subsection 156.02 are met.

Section 204. — EXCAVATION AND EMBANKMENT

204.16(a)(1)*(a)*. Delete the Subsection and substitute the following:

> *(a)* Roadway prism excavation. Use the design volume. The design volume is defined as the bid schedule quantity less any allowance, as shown in the plans. This volume is subject to adjustments resulting from changes to slope stakes according to Subsection 152.05(d);

Section 209. — STRUCTURE EXCAVATION AND BACKFILL

209.09. Add the following:

(f) Soldier pile retaining wall. Backfill according to Section 254.

Section 251. — RIPRAP

251.04. Add the following:

Provide stone for riprap that is locally available. Obtain riprap source approval from the CO. Allow 14 days for the CO to review the riprap source.

Section 254. — SOLDIER PILE RETAINING WALLS

254.08(a). Delete last sentence and substitute the following:

Backfill caving areas with AASHTO M 43, Size Number 67.

254.12. Delete the Subsection and substitute the following:

254.12 Concrete Fascia.

(a) Concrete fascia wall. If a cast-in-place concrete facing is specified:

(1) Install falsework according to Section 562.

(2) Install headed studs along the soldier pile beam as shown in the plans and according to Subsection 555.13.

(3) Install reinforcing steel according to Section 554.

(4) Install structural concrete according to Section 552.

(b) Concrete lagging panels. Provide precast concrete lagging panels according to Section 552 and as shown in the plans or approved drawings. Place concrete lagging panels behind the flange of the soldier pile overlapping the end of the lagging by minimum of 2.5 inches on both ends of the concrete lagging panels.

254.13. Delete the Subsection and substitute the following:

254.13 Final Backfill. After installation of each precast concrete lagging panel, backfill behind the concrete lagging panel according to the approved drawings before installing the above concrete lagging panel.

Backfill to final grade behind and in front of the wall with the specified material shown in the plans or approved drawings.

Section 256. — PERMANENT GROUND ANCHORS

256.04(d). Delete the last sentence and substitute the following:

Calculations supporting the proposed permanent ground anchor following the AASHTO, *LRFD Bridge Design Specifications*. At a minimum, include anchor tensile design and minimum bond zone length;

256.05(a). Delete the second sentence of the last paragraph and substitute the following:

Protect anchors and the anchor head assembly against corrosion using Class I Corrosion Protection as recommended in PTI, *Guide Specification for Post-Tensioning Materials*. The cement grout in the bond zone constitutes one protection system; the cement grout in the unbonded zone does not constitute a protection system. Protect ground anchors from corrosion during the storage, fabrication, and handling of the tendon components before insertion in the borehole. Provide proper care to avoid prolonged exposure to the elements and to avoid mechanical or physical damage which would reduce or impair the future ability of the components to resist any adverse conditions encountered during the service life.

256.08(c). Delete the third and fourth sentences of the first paragraph and substitute the following:

If the load is not within 5 percent of the specified lock-off load, reset the anchorage and remeasure the lift-off load. Repeat as necessary.

Section 412. — ASPHALT TACK COAT

412.06. Add the following to the second paragraph:

Control the rate of application within plus or minus 0.01 gallons per square yard of the target application rate and within the allowable range. Provide the CO with the specific gravity of the bituminous material corrected for spray temperature.

412.08. Add the following to the second paragraph:

Material quantities placed in excess of the approved application rates will not be measured for payment.

Section 552. — STRUCTURAL CONCRETE

552.03. Add the following:

Provide Class A(AE) concrete with a minimum 28-day compressive strength of 4500 pounds per square inch for concrete drilled shafts and precast concrete lagging panels.

552.03(a)(7). Add the following:

Use Type I or II portland cement in all concrete.

552.03(a)(12)*(c)*. Delete the last sentence and substitute the following:

Include the design discharge time shown in Table 552-4.

552.03(a). Delete Subsection **(17)** and substitute the following:

(17) Reserved.

552.03(a). Delete Subsection **(23)** and substitute the following:

(23) Specified design strength and required average strength (f'_{cr}) for the concrete mixture at 28 days as determined by the process described in Section 4 of ACI 301. This process and associated calculations are outlined on Form FHWA 1608. Pending 28-day strength results, a mix design may be approved on the basis that 7-day compressive strength results are at least 85 percent of the required average strength (f'_{cr}) at 28 days;

552.06(c)(2). Add the following:

Provide concrete cylinder compressive strength testing by an independent laboratory, qualified to perform the testing, and as approved by the CO.

Section 555. — STEEL STRUCTURES

555.02. Add the following:

Steel H-piles	715.04

555.13. Add the following:

Remove steel galvanizing coating, 2 inches beyond the welding zone by blasting, brushing, or grinding before welding. Galvanize welds and any damage or uncoated area according to ASTM A780. Do not use spray galvanizing.

Section 565. — DRILLED SHAFTS

565.01. Add the following:

This work also includes providing and constructing flowable backfill drilled shafts.

565.02. Add the following:

Flowable backfill aggregate	703.15

565.08. Add the following:

Construct flowable backfill drilled shafts according to Section 614.

565.10. Add the following:

Flowable backfill will be evaluated under Section 614.

Section 602. — CULVERTS AND DRAINS

602.03. Add the following:

Provide continuous, unjointed smooth wall plastic culvert pipe. For pipe culverts that do not meet the fill-height requirements in the plans, submit manufacturer's recommendations for alternate materials for approval.

Section 617. — GUARDRAIL

617.04. Add the following:

Stain the galvanized steel rail and posts with Natina https://www.natina.com/ or equivalent rusted brown color.

Provide plastic or composite blockouts.

Section 625. — TURF ESTABLISHMENT

625.07. Add the following:

Apply seed according to the rates shown in Table 625-1.

Table 625-1
Application Rates for Seeding

Common Name	Botanical Name	Pounds per Acre
Rye, Unspecified Variety	*Secale cereale*	63.32
Deertongue, Tioga	*Panicum clandestinum, Tioga*	3.17
Zigzag Aster, PA Ecotype	*Aster prenanthoides, PA Ecotype*	0.13
Narrowleaf Mountainmint	*Pycnanthemum tenuifolium*	0.13
Sensitive Fern	*Onoclea sensibilis*	0.13
Partridge Pea, PA Ecotype	*Chamaecrista fasciculata, PA Ecotype*	2.53
Purple Node Joe Pye Weed, WV Ecotype	*Eupatorium purpureum, WV Ecotype*	0.13
Bottlebrush Grass, PA Ecotype	*Elymus hystrix, PA Ecotype*	3.17
Early Goldenrod, PA Ecotype	*Solidago juncea, PA Ecotype*	0.13
Common Milkweed, PA Ecotype	*Asclepias Syria, PA Ecotype*	0.32
Blue Vervain, PA Ecotype	*Verbena hastata, PA Ecotype*	0.32
Virginia Wildrye, PA Ecotype	*Elymus virginicus, PA Ecotype*	3.17
Browneyed Susan, WV Ecotype	*Rudbeckia triloba, WV Ecotype*	0.38

Common Name	Botanical Name	Pounds per Acre
	Total Seed	**77**

625.08(a). Delete the second sentence and substitute the following:

Apply straw mulch at a rate of 2500 pounds per acre (1- to 2-inch mat).

Section 629. — ROLLED EROSION CONTROL PRODUCTS AND CELLULAR CONFINEMENT SYSTEMS

629.06(a). Delete Subsection **(3)** and substitute the following:

(3) Check slot. Install two rows of fasteners 4 inches apart on 4-inch centers across the top edge of the RECP. Drive fasteners flush with soil surface.

629.06(b). Delete the second paragraph and substitute the following:

Securely fasten RECP to the soil by installing fasteners at a minimum rate of 2 per square yard. Significantly higher anchor rates may be necessary in sandy, loose, or wet soils and in severe applications.

Section 634. — PERMANENT PAVEMENT MARKINGS

634.03. Add the following to the first paragraph:

Use the survey information obtained under Subsection 152.05(l) to reestablish the striping for the Brooklyn Miners Trail Parking.

Section 635. — TEMPORARY TRAFFIC CONTROL

635.04(e). Add the following:

If *marginal* or *unacceptable* devices are not corrected in the timeframe specified, the CO will provide written notification of those devices not in compliance with the contract. If the Contractor fails to bring the specified devices into compliance within a 24-hour period, the CO may assess a daily reduction in payment to the Contractor of $2,550 per day. The CO may continue to assess the daily reduction in payment for each additional 24-hour period until the devices are corrected. This reduction in payment will be subtracted from the Contractor's progress payments and will be unrecoverable. Use of this reduction in payment does not waive the CO's right to suspend the work in whole or in part according to Subsection 108.06.

635.04(g). Add the following:

Submit a certification indicating that the devices are crashworthy as defined in Subsection 101.04.

635.04. Add the following:

(h) As a minimum, provide and install the following temporary traffic control devices:

(1) Construction signing;

(2) Type 3 barricades;

(3) Drums;

(4) Temporary pavement markings;

(5) Type A warning lights;

(6) Flaggers or a temporary traffic signal system;

(7) Portable changeable message signs;

(8) Concrete barriers; and

(9) Other miscellaneous temporary traffic control devices that may be required.

635.07. Delete the second paragraph and substitute the following:

Remove or completely cover unnecessary signs, or signs that conflict with the construction signing or the approved temporary traffic control plan. Cover signs that are not removed so that no part of the covered sign is visible to traffic. Use sign covers 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 face of the sign;

(c) Black, non-reflective, and opaque;

(d) Made of plywood (at least ⅜ inches thick), aluminum (at least 0.040 inches thick), or other acceptable materials that will not be lifted, bent, or damaged by wind as approved; and

(e) Durable enough to resist deterioration due to weathering and atmospheric conditions for the duration of the project.

635.12. Add the following:

Use FHWA-approved temporary barriers meeting test level 2 criteria, according to industry crashworthiness standards. For a list of acceptable manufacturers and products, refer to the FHWA Longitudinal Barriers and Bridge Rails listing found at https://highways.dot.gov/safety/RwD/reduce-crash-severity/hardware-eligibility-letters?combine=&field_hardware_type_target_id=6391. Install temporary barriers according to the manufacturer's recommendations.

635.17. Add the following:

Patch and maintain the traveled way to provide a smooth, uniform traveling surface as directed. Correct raveling and other deficiencies as directed. Remove loose material.

635.19. Add the following:

At least 14 days before the planned use of the temporary traffic signal system, submit a signal timing sequence and cycle for approval according to Subsection 104.06. Provide an all red clearance time assuming a vehicle speed of 5 miles per hour through the work zone.

Design the system to be fail-safe. Ensure the system monitors the following conditions:

(a) Lack of green, yellow, or red signal indication voltage;

(b) Total loss of indication on any approach;

(c) Presence of multiple signal indications on any approach;

(d) Conflicting green/yellow signal indications; and

(e) Low power condition.

In the event any of these conditions are detected, immediately begin flashing operation of red signal indications in all directions.

Provide a timer that indicates to the waiting vehicles the time remaining until the next green light.

Test the approved timing cycle to determine acceptability with prevailing traffic conditions. Revise the timing cycle as needed or as directed to pass traffic through the signalized zone to meet the requirements of Subsection 156.06(a).

Inspect temporary signal systems daily, even during periods when no construction activities are taking place, to ensure they are working properly.

Commercial electricity is not available at the project site. Provide a power source to operate the

temporary signal system. Provide an automatic backup power source capable of running the signal for at least 36 hours.

Section 637. — FACILITIES AND SERVICES

637.02. Add the following:

Locate the Government field office at the National Park Services' Burnwood Operational Complex (Global Positioning System: 38.07442, -81.0768), as approved.

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

637.03(a). Add the following:

Provide a storage facility conforming to Subsection 637.03(c).

Provide office equipment conforming to Subsection 637.03(e). Include an adequate supply of surge protectors for the office equipment.

Table 637-1. Amend the Field Office requirements as follows:

- Add "Closet, 45-cubic foot, 1 each".
- Add "with paper towels supply" to the "Sink with faucets for both hot and cold water" row.

Table 637-2. Amend the storage cabinet dimensions as follows:

- Storage cabinet, 72 inches H x 36 inches W x 18 inches D

637.03. Add the following:

(e) Office equipment. Provide the following office equipment in the Government field office:

(1) Laser copy machine. One self-feeding plain paper photocopying machine with the following minimum capabilities:

(a) Reproducing black and white, and color copies for each size paper;

(b) Equipped with 3 separate paper trays so that copying can be performed with 8½- by 11-inch (letter size), 8½- by 14-inch (legal size), and 11- by 17-inch paper without switching paper or paper trays;

(c) Automatic document feeder capable of making at least 20 copies per minute for each size paper;

(d) Reducing or enlarging originals, including duplex (double-sided) copying, for each size paper;

(e) Copying to Universal Serial Bus (USB) flash drive in Adobe Acrobat (*.pdf) file format; and

(f) Built-in wireless technology (Wi-Fi capable).

Provide all necessary supplies for the laser copy machine, including paper.

(2) Laser printer. One plain paper printing machine with the following minimum capabilities:

(a) Producing black and white, and color prints for each size paper;

(b) Equipped with 3 separate paper trays so that printing can be performed with 8½- by 11-inch (letter size), 8½- by 14-inch (legal size), and 11- by 17-inch paper without switching paper or paper trays;

(c) Automatic paper feeder capable of making at least 20 prints per minute for each size paper;

(d) Producing duplex (double-sided) prints for each size paper;

(e) Printing from direct personal computer (PC) and local area network (LAN) connections;

(f) Scanning to Adobe Acrobat (*.pdf) file format; and

(g) Built-in wireless technology (Wi-Fi capable).

The laser printer may be one machine in combination with the laser copy machine. Provide all necessary supplies for the laser printer, including paper.

(3) High definition computer monitor. Two high definition LCD or LED computer monitor with the following minimum capabilities:

(a) 27-inch flat viewing screen;

(b) Video Graphics Array (VGA) and High Definition Multimedia Interface (HDMI) ports; and

(c) Supports an optimal resolution of 1920 x 1080 at 60Hz.

(4) Computer keyboard. Two computer keyboard with the following minimum

capabilities:

(a) Standard 104-key Windows U.S. English QWERTY with keys for alphabet, functions, arrows, and numeric keypad; and

(b) Connects to a windows-based computer by either a USB cord or wirelessly.

(5) Computer mouse. Two ergonomic computer mice with the following minimum capabilities:

(a) Standard 2-button with a wheel for scrolling; and

(b) Connects to a windows-based computer by either a USB cord or wirelessly.

637.04(k). Add the following:

Submit firewall configuration for approval. Do not change the firewall configuration after it is approved. Do not connect any equipment to the system other than U.S. Department of Transportation equipment.

637.04. Add the following:

(n) Satellite internet service for field use. Provide one satellite internet system compatible with vehicle-based use. Include the following:

(1) Vehicle mount designed for stable installation on or near a vehicle;

(2) 12V car charger or equivalent DC power adapter suitable for in-vehicle use; and

(3) All necessary cables and accessories for complete operation.

Ensure the system can receive satellite signals while stationary and supports automatic satellite acquisition and connectivity.

Register and activate the system for mobile use within the United States and subscribe to a plan that offers unlimited data usage.

Section 701. — CEMENTITIOUS MATERIAL

701.04(a)(1)(a). Delete the Subsection and substitute the following:

(a) Ground anchors	4000 psi at 7 days

Section 702. — ASPHALT MATERIAL AND ADDITIVES

702.01. Add the following:

Do not use asphalt binders with re-fined engine oil bottoms (REOB), oil recovered at the bottom of a vacuum tower, or vacuum tower asphalt extenders (VTAE).

Section 703. — AGGREGATE

703.02. Add the following:

Do not use gravel.

703.03(a). Delete the text of the Subsection and substitute the following:

Provide aggregate backfill conforming to AASHTO M 43, Size Number 67.

703.03. Add the following:

(c) Underdrain for soldier pile retaining wall. Provide aggregate backfill conforming to AASHTO M 43, size number 67.

Section 714. — GEOSYNTHETIC MATERIAL

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

(c) Geotextile filter. Provide geotextile filter for the following installations:

(1) Riprap, special rock embankment, rock buttress, underdrains, anchored soldier pile wall, and other high survivability applications. Conform to AASHTO M 288 Table 1, Class 1 (either <50 percent elongation or ≥50 percent elongation) and the following:

(a) Minimum permittivity, ASTM D4491	0.2 sec^{-1}
(b) Maximum apparent opening size, ASTM D4751	0.25 mm maximum average roll value
(c) Minimum ultraviolet stability, ASTM D4355	50 percent strength retained after 500 hours of exposure

(2) Other subsurface drainage applications. Conform to AASHTO M 288 Table 1, Class 2 (either <50 percent elongation or ≥50 percent elongation) and the following:

(a) Minimum permittivity, ASTM D4491	0.2 sec^{-1}

(b) Maximum apparent opening size, ASTM D4751	0.25 mm maximum average roll value
(c) Minimum ultraviolet stability, ASTM D4355	50 percent strength retained after 500 hours of exposure

Section 718. — TRAFFIC SIGNING AND MARKING MATERIAL

718.01. Add the following:

For a list of acceptable manufacturers and products, refer to the FHWA, *Traffic Sign Retroreflective Sheeting Identification Guide* found at https://highways.dot.gov/safety/other/visibility/2014-traffic-sign-retroreflective-sheeting-identification-guide.

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

REPRESENTATIONS AND CERTIFICATIONS

(Updated through FAC 2026-01)

52.209-5 -- Certification Regarding Responsibility Matters (Aug 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [_] are not [_] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [_] have not [_], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [_] are not [_] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [_], have not [_], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [[_] has not [_], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be

considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

52.209-7 – Information Regarding Responsibility Matters (Oct 2018)

(a) *Definitions*. As used in this provision—
"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
"Federal contracts and grants with total value greater than $10,000,000" means—
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).
(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in—
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.222-38 -- Compliance with Veterans' Employment Reporting Requirements (Feb 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause

52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

(End of Provision)

(End of Section K)

PERMITS OBTAINED FOR THIS PROJECT

Date: Dec 19, 2025

Eastern Federal Lands Highway Division (EFLHD) - PERMIT TRACKING

Project: WV NP NERI 107(3)

Project Manager: Katerina Roman-Gonzalez

EFLHD Main Permit Contact(s): Teri Acree-Project Support

The following permits have been obtained for this project. Any modification to the work beyond what is shown in the contract plans and specifications may require modification to the permits. While notes regarding permit conditions are provided below to emphasize certain restrictions and requirements, all of the conditions for all of the permits must be fully adhered to as stated in the permit or approval document.

Permit/Approval	Agency	Received Date	Expiration Date	Remarks/Notes
Permit Number: 09-2025-12234	WVDOT-District 9 146 Stonehouse Road Lewisburg, WV 24901 Phone: 304.647.7450	12/19/2025	12/19/2026	SCR shall be updated to include: Contractor shall comply with all WVDOT Permit terms and conditions and also contact John Dixon, County Administrator at least 2 days in advance of the date work begins so arrangements can be made to inspect the work authorized by this Permit.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

Office of the District Engineer/Manager
District Nine
146 Stonehouse Road • Lewisburg, West Virginia 24901 • (304) 647-7450

Stephen T. Rumbaugh, P.E.
Secretary of Transportation
Commissioner of Highways

December 19, 2025

Federal Highway Administration - EFLHD
1827 Jack Delozier Drive
Sevierville, Tennessee 37876

Dear Federal Highway Administration - EFLHD:

Permit Number: 09-2025-12234
Route: County 9, Milepost: 6.30
10 - Fayette County

Enclosed and approved is your permit application for work at the above-referenced location.

Please contact John Dixon, County Administrator, at 304-465-1250, at least 2 days in advance of the date you plan to begin work so arrangements can be made to inspect the work authorized by the permit. Failure to comply will result in cancellation of your permit.

A copy of this permit is to be available on the job at all times while the work is in progress for inspection by West Virginia Division of Highways personnel.

Before digging or otherwise disturbing the earth, call WV811 at 1-800-245-4848.

Sincerely,

Justin Taylor
Assistant Maintenance Engineer

JAT:t
Enclosures

West Virginia Department of Transportation
Division of Highways
Right of Way Issued Entry Permit

PERMIT NO. ***09-2025-12234***

DOH Reviewer: Electronically Signed by James E. Ellison on 12/8/2025 DOH Reviewer Title: Permit Supervisor

DOH Approver: Electronically Signed by Justin Taylor on 12/19/2025 DOH Approver Title: Assistant Maintenance Engineer

PERMIT ISSUE DATE: 12/19/2025

Applicant: ***Federal Highway Administration - EFLHD***

Address: ***1827 Jack Delozier Drive*** City: ***Sevierville*** State: ***Tennessee*** Zip: ***37876***

Phone Number: ***865-286-6138*** Email: ***teri.acree@dot.gov***

Route Type: ***County*** Route Number: ***9*** Milepost: ***6.30*** County: ***10 - Fayette***

Latitude/ Longitude at/along Roadway (in decimal degrees): ***37.99784 /-81.03898***

Description of Work: ***The Federal Highway Administration-Eastern Federal Lands Highway Division has partnered with National Park Service (NPS) on a project to repair slide damage on Cunard River Access Road, Fayette County, WV, located within NPS property. The TTC Plan proposes Portable Changeable Message Signs (PCMS) to placed outside of NPS property, located within WVDOT ROW on Cunard Road/Route 9 and Old Landfill Road. Signage shall not interfere with traffic or maintenance of CR 9.***

Length of Installation: Estimated Construction Duration: ***192*** working days

DOH Project Number/Name (if applicable):

Customer Reference Number (if applicable):

Inspection Fees (must check one):

- ☐ Water Installations ($0 per foot)
- ☐ Sewer Installations ($0 per foot)
- ☐ Aerial Installation ($0 per day)
- ☐ Subsurface Installation ($0 per day)
- ☐ Small Cell Installations (flat fee - $0)
- ☐ Standard Permit Expenses Fee ($0)
- ☑ Misc Fee ($0)

DEPOSIT/BOND REQUIRED: ***NO***

BOND / CHECK RECEIVED: BOND NUMBER:

DATE: DEPOSIT/BOND AMOUNT:

TERMS AND CONDITIONS

1. This permit, between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, a statutory corporation, hereinafter called "DIVISION" and APPLICANT, a person, firm or corporation, listed on page one.
2. In consideration of the conditions hereinafter set forth and in accordance with all state and federal laws, including but not limited to, W. Va. Code §17-2E-1 et seq., §17-4-8, §17-16-6, §17-16-9, §31H-1-1 et seq., and any related rules, regulations, policies, manuals, or guidelines, APPLICANT does hereby apply to enter DIVISION's right(s) of way listed on page one, for the purpose listed in Description of Work on page one.
3. APPLICANT shall deposit with DIVISION an official, certified or cashier's check, or executed bond with surety satisfactory to DIVISION to cover any damage and inspection costs DIVISION may sustain by reason of the issuing of this permit, including any expense incurred in restoring said right(s) of way to original condition or the proper repair of any and all damages arising from, related to, or otherwise connected to said entry.
4. APPLICANT agrees to reimburse DIVISION for inspection costs as listed on page one.
5. **APPLICANT shall notify DIVISION <u>at least 48 hours</u> in advance of the date the work will begin. Failure to comply may result in cancellation of this permit.**
6. APPLICANT shall notify DIVISION upon completion of any work authorized under this permit. If APPLICANT's work is anticipated to extend beyond the estimated construction duration indicated on page one, APPLICANT shall notify the DIVISION as soon as possible. Failure to comply may result in additional charges.
7. APPLICANT agrees to protect all users of the road right(s) of way, as well as all employees and equipment of APPLICANT and DIVISION, at all times in accordance with the current Division of Highways manual, "Manual on Temporary Traffic Control for Streets and Highways" (https://transportation.wv.gov/highways/traffic/Pages/default.aspx).
8. APPLICANT agrees to comply with all applicable state and federal laws related to the entry that is the subject of this permit, including but not limited to the requirement to provide DIVISION copies of any NEPA clearance documentation for utility installations along or across the Interstate Highway System and/or controlled-access right(s) of way.
9. The person, firm or corporation to whom a permit is issued agrees to defend, indemnify, and hold the State of West Virginia and DIVISION harmless on account of any damages to persons or property which may arise during the process of the work authorized by this permit or by reason thereof.
10. Applications for permission to perform work within highway right(s) of way shall be made on DIVISION's standard permit form and shall be signed by the authorized representative of the person, firm or corporation applying.
11. The APPLICANT shall give detailed information concerning the nature of the entry and any work to be performed, and the application must include plans sufficient to show the same.
12. Any work authorized under this permit shall be completed on or before one calendar year from the issue date listed on page one, unless otherwise specified or approved by DIVISION.
13. APPLICANT, its agents, successor, heirs or assigns, contractors or any other person, firm or corporation working under APPLICANT's real or apparent authority, shall perform the work in a manner satisfactory to DIVISION. Damage to the right(s) of way resulting at any time from work authorized under this permit shall be repaired by APPLICANT. Unsatisfactory repairs, at the sole discretion of DIVISION, may be corrected by DIVISION or its authorized agent and the cost thereof paid by APPLICANT.
14. DIVISION shall not be liable for any damage or costs incurred by APPLICANT arising from or related to DIVISION's construction or maintenance of DIVISION's facilities.
15. Utility installation(s) shall be in accordance with the current manual, "Accommodation of Utilities on Highway Right of Way" (https://transportation.wv.gov/highways/right-of-way/Pages/Utility-Publications.aspx).
16. Driveway construction shall be in accordance with the current manual, "Rules and Regulations for Constructing Driveways on State Highway Rights-of-Way" (https://transportation.wv.gov/highways/traffic/Pages/default.aspx).
17. DIVISION reserves the right to cancel this permit at any time.
18. This permit is issued only insofar as DIVISION has a right to do so. APPLICANT has sole responsibility to secure all necessary rights or permissions for any third-party property interests related to the entry, known or unknown. APPLICANT, by signing on page one, hereby warrants that, to the extent its entry onto DIVISION's right(s) of way involves or affects any other entity's property, real or personal, on or within DIVISION's right(s) of way, that APPLICANT has full legal authorization or the legal right to do so. To the fullest extent permitted by law, APPLICANT agrees to defend, indemnify, and hold harmless DIVISION for damage to any persons or property arising from APPLICANT's breach of this representation and warranty.
19. All attachments are incorporated into this permit. To the extent of any conflict, the terms of this permit shall control.
20. APPLICANT agrees to keep any surface facilities installed pursuant to this permit clear of vegetation for so long as APPLICANT's facilities are located on DIVISION's rights of way. APPLICANT agrees to remove promptly any vegetation in, on, or around such facilities that poses a risk or hazard to the safety of the travelling public.
21. Applicant agrees that this submission is an application, and any final permit issued may include changes required by DIVISION.

West Virginia Department of Transportation
Division of Highways
Right of Way Entry Permit Application

PERMIT NO. ***09-2025-12234***

By signing below, APPLICANT agrees to all terms and conditions (see page 2) associated with this permit to enter upon, under, over, or across the state road right(s) of way of the State of West Virginia.

Applicant: ***Teri Acree***

Address: ***1827 Jack Delozier Drive*** City: ***Sevierville*** State: ***Tennessee*** Zip: ***37876***

Phone Number: ***865-286-6138*** Email: ***teri.acree@dot.gov***

Route Type: ***County*** Route Number: ***9*** Milepost: ____ County: ***10 - Fayette***

Latitude/ Longitude at/along Roadway (in decimal degrees): ***37.99784 /-81.03898***

Description of Work: ***The Federal Highway Administration-Eastern Federal Lands Highway Division has partnered with National Park Service (NPS) on a project to repair slide damage on Cunard River Access Road, Fayette County, WV, located within NPS property. The TTC Plan proposes Portable Changeable Message Signs (PCMS) to placed outside of NPS property, located within WVDOT ROW on Cunard Road/Route 9 and Old Landfill Road.***

Length of Installation: ____ Estimated Construction Duration: ***192*** working days

DOH Project Number/Name (if applicable): ____

Customer Reference Number (if applicable): ____

Inspection Fees (must check one):

- ☐ Water Installations ($0 per foot)
- ☐ Sewer Installations ($0 per foot)
- ☐ Aerial Installation ($0 per day)
- ☐ Subsurface Installation ($0 per day)
- ☐ Small Cell Installations (flat fee - $0)
- ☐ Standard Permit Expenses Fee ($0)
- ☑ Misc Fee ($0)

Applicant: Electronically Signed on 12/5/2025 Applicant Title: ***Utility/ROW Coordinator***

Applicant Printed Name: ***Teri Acree*** Date: ***12/5/2025***

DEPOSIT/BOND REQUIRED: ***NO***
BOND ON FILE: ***NO***
DATE:

BOND NUMBER:
DEPOSIT/BOND AMOUNT:

TERMS AND CONDITIONS

1. This permit, between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, a statutory corporation, hereinafter called "DIVISION" and APPLICANT, a person, firm or corporation, listed on page one.
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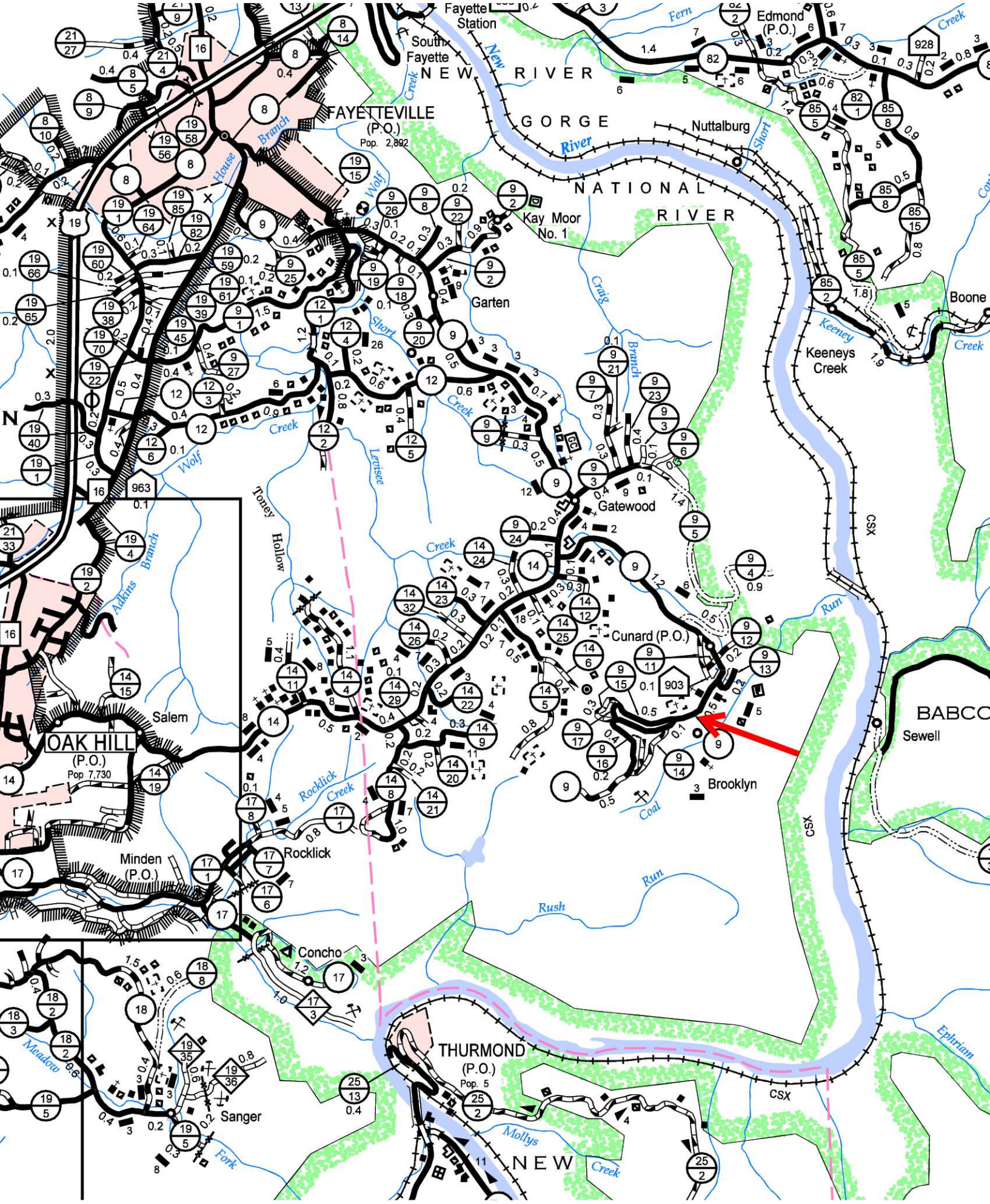
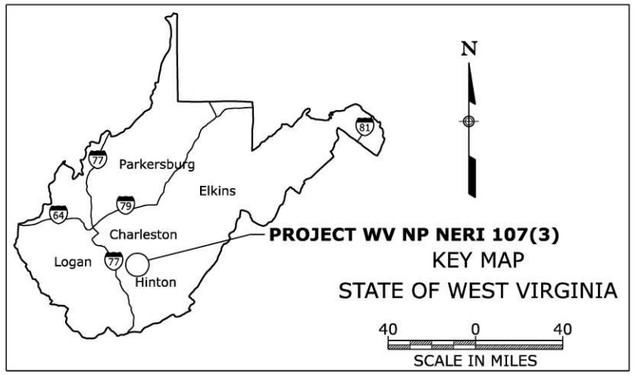

Fayette Station
South Fayette
NEW RIVER GORGE NATIONAL RIVER
FAYETTEVILLE (P.O.)
Pop. 2,892
Edmond (P.O.)
Nuttalburg
Kay Moor No. 1
Garten
Boone
Keeneys Creek
Gatewood
Cunard (P.O.)
Brooklyn
Salem
OAK HILL (P.O.)
Pop 7,730
Minden (P.O.)
Rocklick
Concho
Sanger
THURMOND (P.O.)
Pop. 5
Sewell
BABCO
CSX
Fern Creek
Short Branch
Wolf Creek
Craig Branch
Keeney Creek
Toney Hollow
Adkins Branch
Levisee Creek
Rocklick Creek
Coal Run
Rush Run
Meadow Fork
Mollys Creek
Ephriam
963
903
928

PROJECT	SHEET NUMBER
WV NP NERI 107(3)	A01



U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NEW RIVER GORGE
NATIONAL PARK AND PRESERVE

PLANS FOR PROPOSED PROJECT

WV NP NERI 107(3)

REPAIR OF A SLIDE ON CUNARD RIVER ACCESS ROAD
USING AN ANCHORED SOLDIER PILE WALL

FAYETTE COUNTY
WEST VIRGINIA

Ready for Review
11/20/2025

INDEX TO SHEETS

SHEET NO	DESCRIPTION
A01	Title Sheet
A02-A03	Symbols And Abbreviations
A04	Location Map And Temporary Traffic Control Plan
A05	Survey Information Sheet
A06-A09	Alignment Chain Description
A10	Superelevation Tables
B01-B04	Typical Sections
C01-C03	Tabulation of Quantities
C04-C05	Summaries And Schedules
D01-D04	Plans And Profiles
F01	Wall Profile
K01-K02	Drainage Profiles
M01	Erosion And Sediment Control Narrative
M02	Erosion And Sediment Control Plan
P01-P02	Signing And Striping Plans
R01-R12	Wall Plans
S01-S23	Standards And Details
T01-T23	Roadway Cross Sections

DESCRIPTION OF PROJECT

IMPROVEMENT: Construction of an anchored soldier pile wall, reconstruction of the roadway section with asphalt concrete pavement and aggregate base, guardrail replacement with MGS, drainage improvements, and other miscellaneous work.

PROJECT LENGTH: 0.40 Miles

LANE MILES: 0.80 Miles

ROAD:	WIDTH	SURFACE	BASE	SUBGRADE
Cunard River Access Rd	20'	5" AC	6" Aggregate base	Not applicable

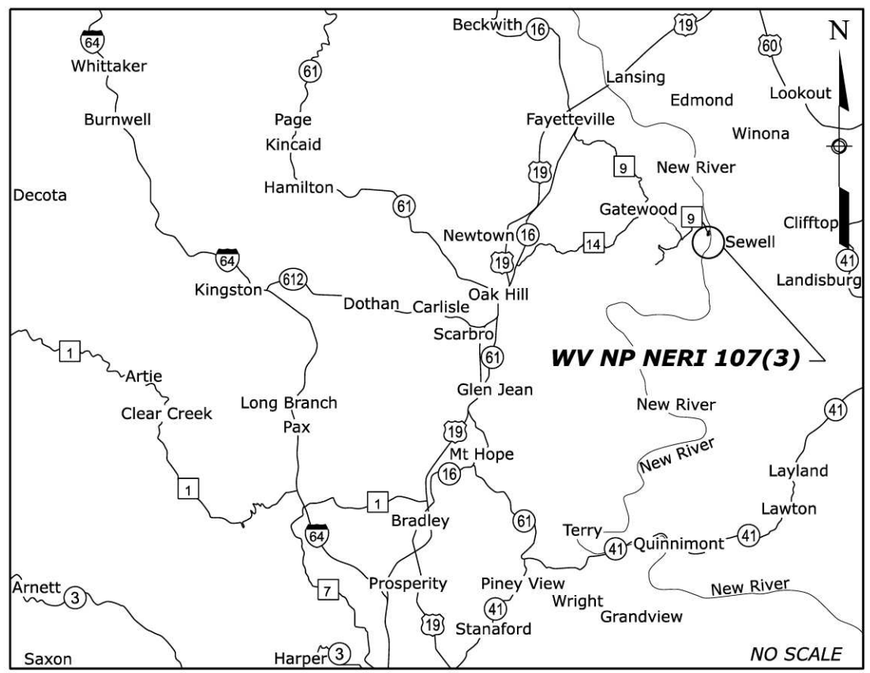
BRIDGE: None

DESIGN DESIGNATION:

ADT (2027)	457
ADT (2047)	679
DHV	102
D	55/45
%Truck	10.9%
V (MPH)	20
C/A	None
e(max)	6%

SPECIFICATIONS:

"Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects", FP-24.



Schedule	Description	Station to Station	Length (miles)	RIP Cycle
A	Cunard River Access Road (Route 107)	100+93 to 121+90	0.40	6

Know what's below. Call before you dig.

99% PLANS

PLANS PREPARED BY
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
ASHBURN, VIRGINIA
NOVEMBER, 2025

Project Manager	Highway Design Manager	Lead Designer
Katerina Roman-Gonzalez	Shoukat Nawaz	Damon L. Hassan

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PROJECT	SHEET NUMBER
WV NP NERI 107(3)	A03

North Arrow

	EXISTING	PROPOSED
Slope Stake Limits	Top of Cut	
	Toe of Fill	
	Transition	
Fence		
Gate with Fence		
Cattleguard		
Guardrail		
Concrete Barrier		
Retaining Wall		
Signs (single, double post; portable)		
Delineators		
Pipe Culvert (arrow shows flow)		
Pipe Culvert with End Section		
Pipe Culvert with Headwall		
Pipe Culvert with Drop Inlet		DI
Box Culvert		
Underdrain	UD	UD
Overhead/Above Ground Utilities	P	P
Underground Utilities	W	W

FM = force main, FO = fiber optic, G = gas, IRR = irrigation, O = oil,
P = power, SA = sanitary sewer, SD = storm drain, SS = storm sewer,
STEAM = steam, T = telephone, TV = CATV, W = water

Poles (Power, Telephone, Joint Use, Light, Support w/Anchor)

Miscellaneous Utility Features
EM = electric meter, T = telephone pedestal, TV = CATV pedestal,
UP = transformer or junction box, WF = water fountain

Building

Right-of-Way Line with Monument — r/w — R/W

Permanent Easement — P/E — P/E

Construction Easement — TCE

Riprap

AREA PATTERN

Pavement Removal / Roadway Obliteration

Full Depth Pavement

Sidewalk Asphalt/Concrete

Mill and Overlay

Overlay

Silt Fence — SF

Diversion Berm — DB

Drainage Divide

Check Dam

Limits of Disturbance — LOD LOD LOD

Fiber Roll or Wattle

PROJECT SPECIFIC SYMBOLS AND ABBREVIATIONS:

Inlet Type 4D

Inlet Type 4D Modified

Portable Changeable Message Sign — PCMS

Soil Boring — BH

Roadway Excavation and Asphalt Concrete Pavement, 5-inch Depth

MGS — Midwest Guardrail System

NO.	DATE	BY	REVISIONS

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF FEDERAL LANDS HIGHWAY

NEW RIVER GORGE NATIONAL PARK AND PRESERVE

SYMBOLS AND ABBREVIATIONS

Sheet 2 of 2

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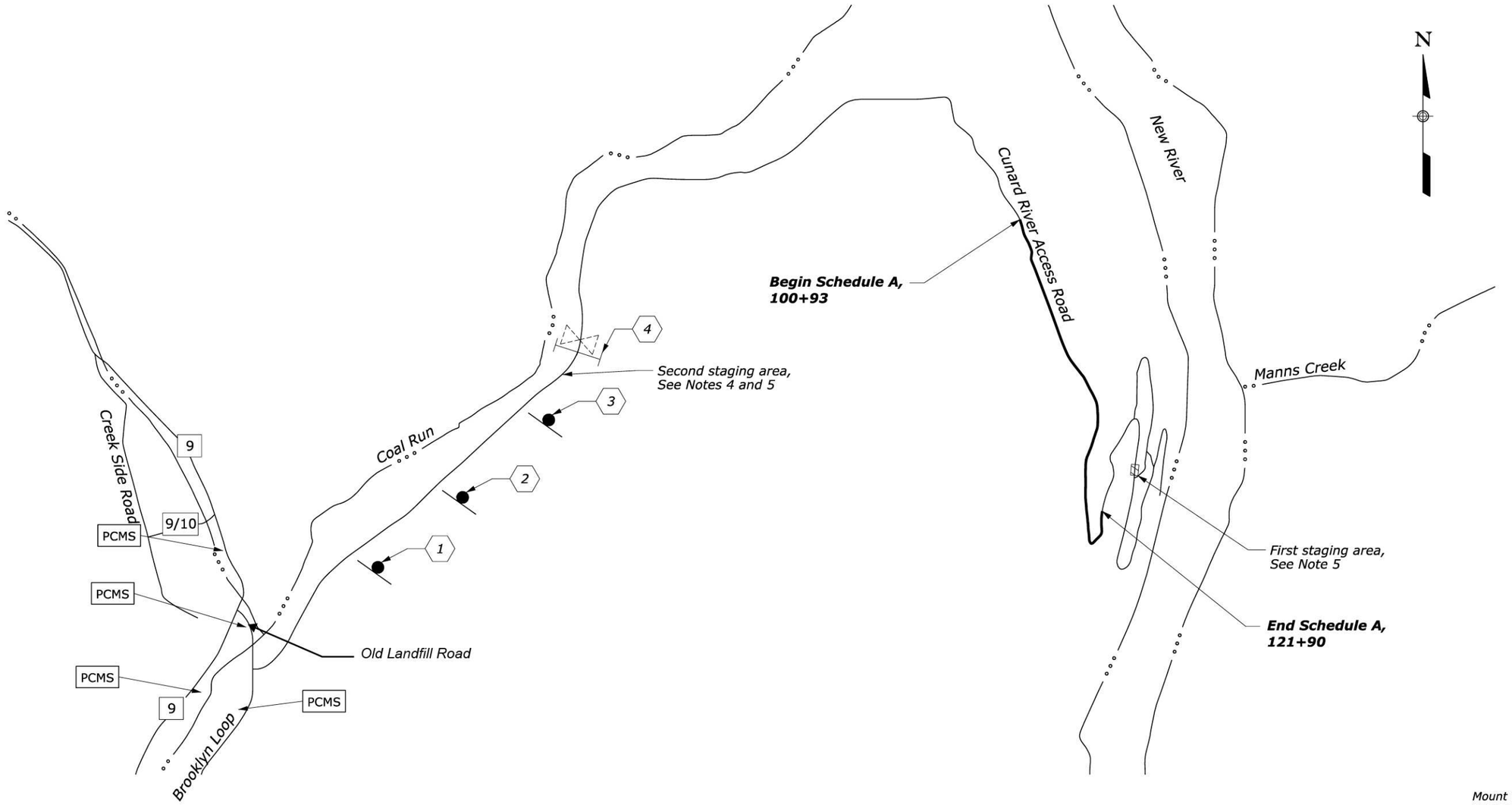
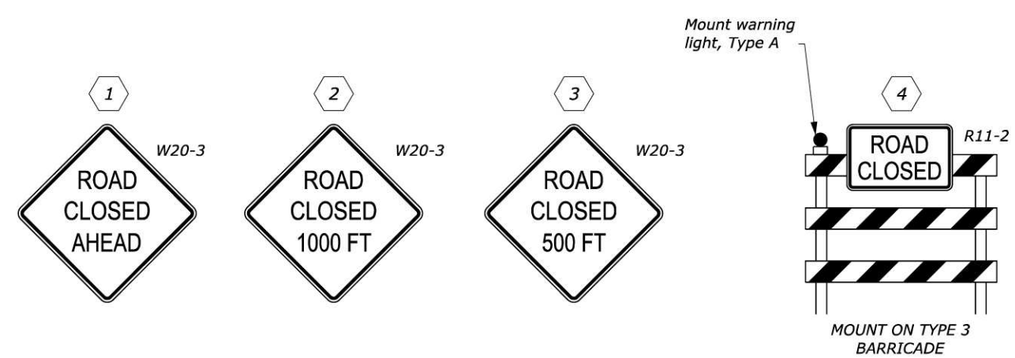
PROJECT	SHEET NUMBER
WV NP NERI 107(3)	A04



NOTES:

1. Install temporary traffic control devices in accordance with the latest edition of the MUTCD. Final location and spacing of devices may change to fit field conditions as approved by the CO.
2. Use a full roadway closure on Cunard River Access Road when permissible according to Subsection 156.03. Install road closure signs 14 days prior to the full roadway closure.
3. Use lane closures with flaggers (see Standard 635-6) or temporary traffic signals (see Detail 635-9A) when full roadway closures are not permitted.
4. Keep two parking spaces open for trail users during the full roadway closure.
5. See Subsection 156.06(e) for areas designated for staging. Verify the limits of the staging areas before mobilization.



NO.	DATE	BY	REVISIONS

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF FEDERAL LANDS HIGHWAY

NO SCALE

NEW RIVER GORGE NATIONAL PARK AND PRESERVE

LOCATION MAP & TEMPORARY TRAFFIC CONTROL PLAN

CUNARD RIVER ACCESS ROAD, SCHEDULE A

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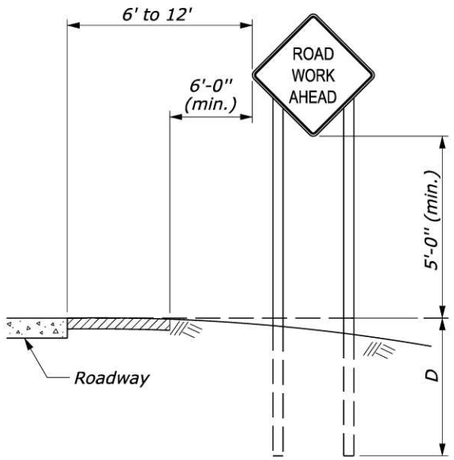
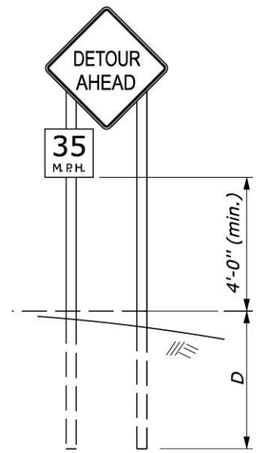
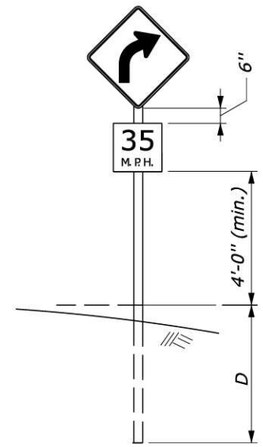
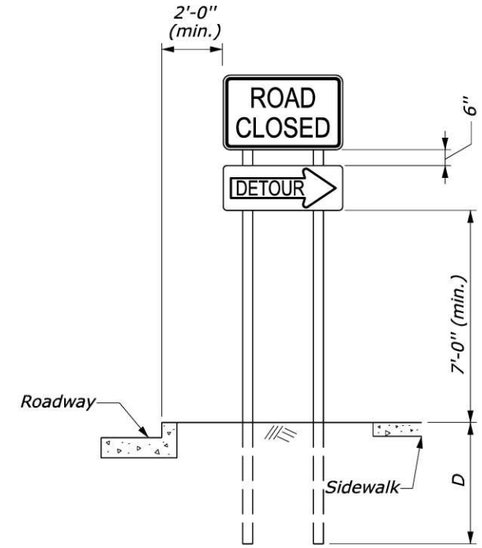
PROJECT	SHEET NUMBER
WV NP NERI 107(3)	S21







RURAL AREA

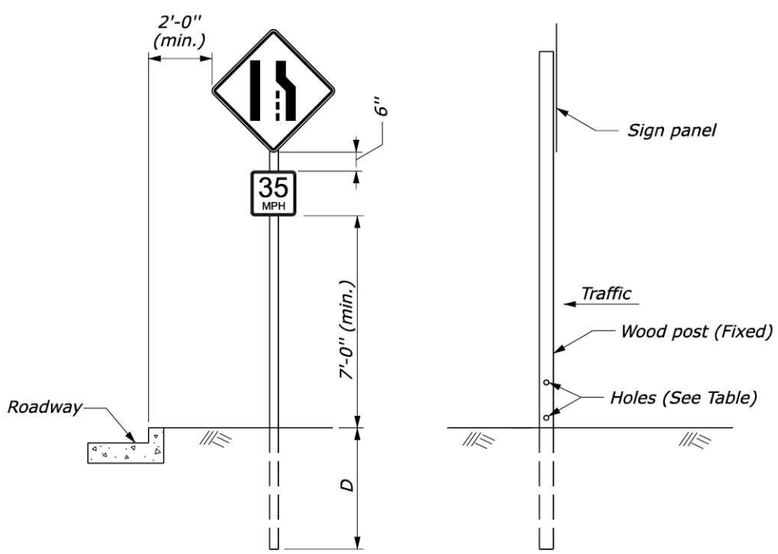


URBAN AREA

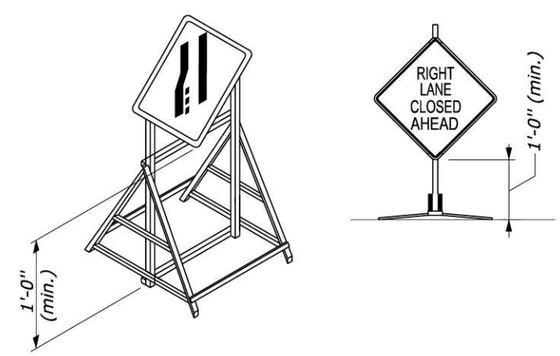
FIXED ROADWAY SIGNS

NOTES:

1. Mount signs that are wider than 3 feet or larger than 10 square feet on double posts.
2. All lumber dimensions are nominal.
3. Submit alternate details for portable signs. Ensure sign mounts hold the sign face in a vertical plane. Portable signs may be mounted lower than fixed signs when approved. Ensure all portable sign supports are crashworthy.
4. When parking is permitted within 200 feet of the sign, mount the sign a minimum of 7 feet above the pavement surface.
5. When approved by the CO and the Utility Company, utility poles may be used for sign mounting.
6. For 4- by 6-inch and greater posts, see the Breakaway Sign Support View. If breakaway design cannot be used due to post spacing, place the sign outside the clearzone or shield with a barrier. Do not place holes in posts of non-breakaway signs.
7. Signs requiring 6- by 6-inch and greater posts are considered non-breakaway if multiple posts are required and the posts cannot be spaced a minimum of 7 feet apart.



BREAKAWAY SIGN SUPPORT
(FIXED SIGNS 4" X 6" AND GREATER POSTS)
See Notes 6 and 7



PORTABLE SIGNS
See Notes 3 and 4

POST SIZE TABLE						
POST SIZE	D	HOLE DIAMETER	MAXIMUM SIGN AREA (SQFT)			
			1 Post	2 Post	3 Post	4 Post
4" x 4"	4'	None Required	10	20	X	X
4" x 6"	4'	1.5"	X	35	50	70
6" x 6"	5'	2"	X	50	75	100
6" x 8"	5'	3"	X	85	125	165

NO SCALE

U.S. DEPARTMENT OF TRANSPORTATION, FHWA
OFFICE OF FEDERAL LANDS HIGHWAY

TEMPORARY TRAFFIC CONTROL SIGN MOUNTING

EFLHD DETAIL
E635-01

SPECIFICATION
FP-24, FP-14

APPROVED FOR USE
06/2024

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PROJECT	SHEET NUMBER
WV NP NERI 107(3)	S22

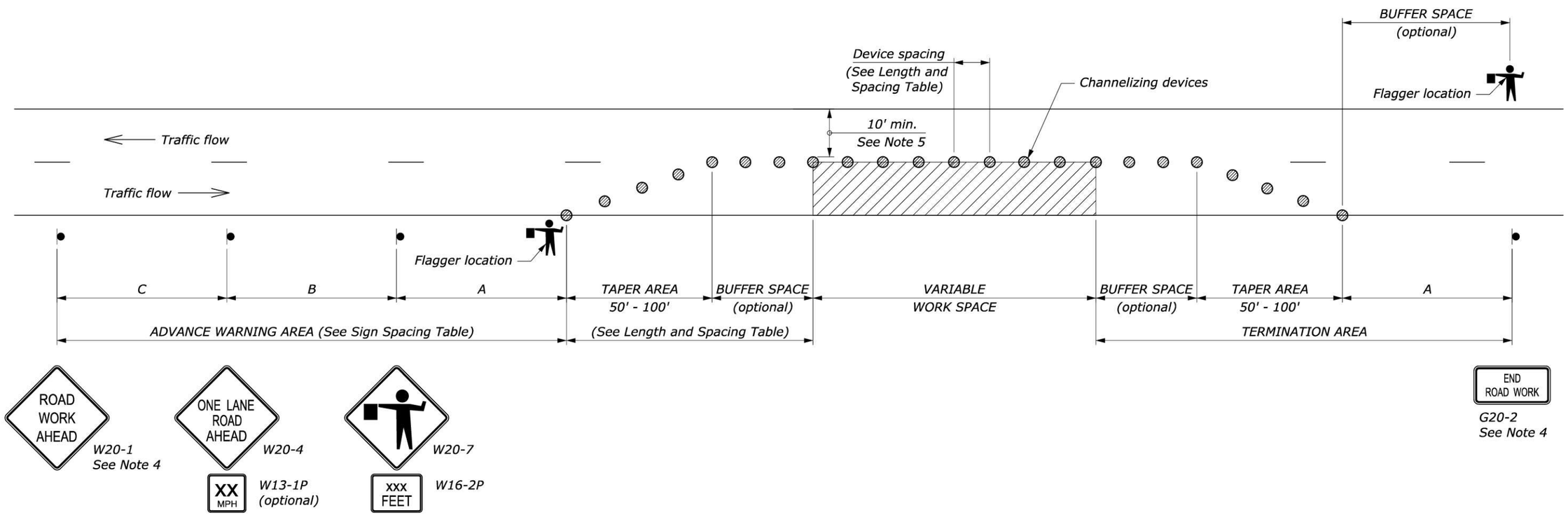
LENGTH AND SPACING TABLE				
APPROACH SPEED* MPH	BUFFER SPACE LENGTH FEET	CHANNELIZING DEVICE SPACING IN FEET		
		TAPER AREA	BUFFER SPACE	WORK SPACE
20	115	20	40	40
25	155	20	50	50
30	200	20	60	60
35	250	20	70	70
40	305	20	80	80
45	360	20	90	90
50	425	20	100	100
55	495	20	110	110
60	570	20	120	120
65	645	20	130	130
70	730	20	140	140

* Approach speed based on the regulatory posted speed, not the advisory speed.

SIGN SPACING TABLE			
ROAD TYPE	DISTANCE BETWEEN SIGNS IN FEET		
	A	B	C
Urban and Rural 30 mph and less	100	100	100
Urban and Rural 35 mph to 50 mph	350	350	350
Rural greater than 50 mph	500	500	500
Expressway / Freeway	1000	1500	2640

NOTE:

1. Signs are shown for one direction of travel only. Place signs similar to those depicted for the opposite direction of travel.
2. Final location and spacing of devices may be changed to fit field conditions as approved.
3. For pilot car operation, mount the PILOT CAR FOLLOW ME (G20-4) sign at a conspicuous location on the rear of vehicle. Prominently display the name of the Contractor on the pilot car.
4. If closure is completely within the project limits, eliminate the ROAD WORK AHEAD (W20-1) and END ROAD WORK (G20-2) signs.
5. For project specific minimum width, refer to the Special Contract Requirements, Section 156.
6. Do not allow equipment, materials, or vehicles to be parked or stored in the buffer space.



NO SCALE

U.S. DEPARTMENT OF TRANSPORTATION, FHWA
OFFICE OF FEDERAL LANDS HIGHWAY

TEMPORARY TRAFFIC CONTROL SINGLE LANE CLOSURE LAYOUT (WITH FLAGGERS)

FLH STANDARD 635-6

SPECIFICATION FP-24, FP-14

APPROVED FOR USE 2/2024

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23 June 2025 9:19 AM

PROJECT	SHEET NUMBER
WV NP NERI 107(3)	S23

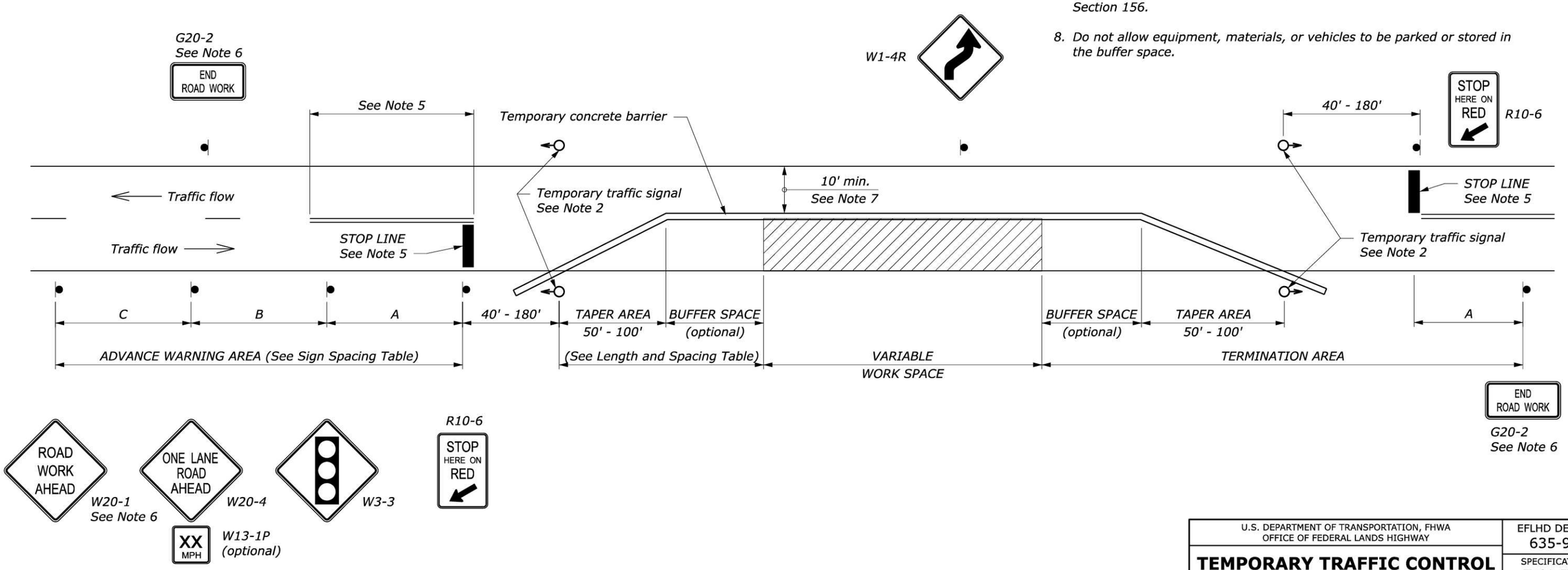
LENGTH TABLE	
APPROACH SPEED* MPH	BUFFER SPACE LENGTH FEET
20	115
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730

* Approach speed based on the regulatory posted speed, not the advisory speed.

SIGN SPACING TABLE			
ROAD TYPE	DISTANCE BETWEEN SIGNS IN FEET		
	A	B	C
Urban and Rural 30 mph and less	100	100	100
Urban and Rural 35 mph to 50 mph	350	350	350
Rural greater than 50 mph	500	500	500
Expressway / Freeway	1000	1500	2640

NOTE:

1. Signs are shown for one direction of travel only. Place signs similar to those depicted for the opposite direction of travel.
2. A single signal installation is acceptable, on the right-hand side of the road, if it has two signal faces that are at least 8 feet apart and meets the other requirements of the MUTCD.
3. Install and operate temporary traffic control signals in accordance with the requirements of the MUTCD. Establish signal timing using a qualified engineer. When the signal is changed to the flashing mode either manually or automatically, ensure red signal indications are flashed to both approaches.
4. Final location and spacing of devices may be changed to fit field conditions as approved. If signals are moved, determine revised signal timing using a qualified engineer.
5. For paved roadway surfaces, install stop lines complying with the MUTCD. Remove existing conflicting pavement markings and raised markers between the work space and the stop line. Add no-passing lines in advance of the stop line that comply with the MUTCD. Removable pavement markings may be used for stop lines and no-passing pavement markings.
6. If closure is completely within the project limits, eliminate the ROAD WORK AHEAD (W20-1) and END ROAD WORK (G20-2) signs.
7. For project specific minimum width, refer to Special Contract Requirements, Section 156.
8. Do not allow equipment, materials, or vehicles to be parked or stored in the buffer space.



NO SCALE

U.S. DEPARTMENT OF TRANSPORTATION, FHWA
OFFICE OF FEDERAL LANDS HIGHWAY

TEMPORARY TRAFFIC CONTROL SINGLE LANE CLOSURE LAYOUT (WITH SIGNALS)

EFLHD DETAIL
635-9A

SPECIFICATION
FP-24, FP-14

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