

REQUEST FOR QUOTE

SOLICITATION NUMBER: 6982AF26Q000007
SOLICITATION TYPE: REQUEST FOR QUOTE
PROJECT NUMBER: CO NP COLM 10(5)
PROJECT NAME: GUARDRAIL IMPROVEMENT

QUOTE DATE:

See Page A-1, Item 13A

**This solicitation cites Standard Specifications for
Construction of Roads and Bridges on
Federal Highway Projects, FP-24 US Customary Units**

ISSUING OFFICE:



**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION
12300 W. DAKOTA AVENUE, SUITE 360
LAKEWOOD, CO 80228**

Web site: <https://highways.dot.gov/federal-lands>

E-mail: CFLContracts@dot.gov

PROJECT

CO NP COLM 10(5)

LOCATION

COLORADO NATIONAL MONUMENT

COUNTY

MESA

STATE

COLORADO

TYPE OF IMPROVEMENT

GUARDRAIL IMPROVEMENT

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SPECIAL CONTRACT REQUIREMENTS (SCRs)

The following Special Contract Requirements amend and supplement the Standard Specification for Construction of Roads and Bridges on Federal Highway Projects

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APPENDICES

Appendix A.....	Fire Plan
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NOTICE TO OFFERORS

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ELECTRONIC QUOTES WILL BE ACCEPTED. Please submit the following with your quote: Submit the following documents with your Quote Package-

- SF-1442, Solicitation, Offer & Award, Pages A-1 and A-2
- Quote Schedule including Buy American Act & Hazardous Materials, Pages A-14 through A-15
- Annual Representation and Certifications (FAR Provision 52.204-8) and Certification Regarding Responsibility Matters (FAR Provision 52.209-5)

Offerors should retain all other pages for their information.

I. PRE-QUOTE INFORMATION

It is the responsibility of the Offeror to verify that this solicitation document, including the plans, are complete as listed in the table of contents and the index to sheets. Plan sheets can be found at <https://sam.gov> and viewed by individual sections, downloaded by individual sections, or the entire plan set downloaded in a zip file. Physical data relevant to this solicitation may also be viewed or downloaded at the above site.

This solicitation and subsequent contract are governed by the 48 CFR, Chapter 1, Federal Acquisition Regulation (FAR), Revolutionary FAR Overhaul (RFO), Department of Transportation Acquisition Regulation (TAR), and the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-24.

The FP-24 was utilized for the design of this project. Paper copies of the FP-24 will not be provided to quoteders or the awarded Prime Contractor. The FP-24 is available electronically at <https://flh.fhwa.dot.gov/resources/specs/> and a copy is uploaded with this solicitation.

Applicable FAR, RFO and TAR provisions and clauses in this IFB are incorporated by reference or full text. FAR, RFO and TAR provisions and clauses incorporated by reference can be accessed on the Internet at <https://www.acquisition.gov/content/regulations>, <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide> and <https://www.acquisition.gov/tar>.

Notice of SAM Registration – Offerors or Offerors are required to have an active Federal Government contracts registration in the System for Award Management (SAM) when they submit an offer or quotation, and at the time of award. Failure to be fully registered prior to submission of a quote may require award to the next successful registered offeror. See RFO Subpart 4.203-1(b).

Register online at www.sam.gov.

“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 DOT solicitations.

NOTICE TO OFFERORS

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Examples include:

- 52.222-25, Affirmative Action Compliance, and
- 52.212-3(d), Offeror Representations and Certifications—Commercial Products and Commercial Services.
- 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation.
- 52.212-3(t), Offeror Representations and Certifications—Commercial Products and Commercial Services.

Contracting officers will not need to 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.”

Representations and Certifications – This solicitation is issued under **NAICS 237310** – Highway, Street & Bridge Construction with a small business size standard of \$45 million. If your average annual gross receipts for the past 5 years are above \$45 million, you are a large business for this solicitation. If they are below \$45 million you are a small business. Before submitting quotes, you must ensure you have completed your annual representations and certifications electronically at the SAM website at www.sam.gov. Include NAICS 237310 in your SAM profile.

Accuracy and Completeness of Quote- The Contractor is fully responsible to verify that all data is correct when an offer is submitted. Failure to properly update your data may cause the offer to be rejected.

Request for Technical Information – Questions relative to the plans and SCRs for this solicitation will only be accepted in writing (see Item 9 on Page A-3).

**TECHNICAL QUESTIONS REGARDING THIS SOLICITATION WILL NOT BE
ACCEPTED AFTER 4 P.M. ON APRIL 22, 2026**

Questions can be submitted to cflcontracts@dot.gov. Questions and answers will be posted at <https://sam.gov>

Modifications to Quotes - Quotes may be modified or withdrawn by regular mail, electronic commerce (email), if such notice is received **prior to the time specified for receipt of quotes**. The

NOTICE TO OFFERORS

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Government will not be responsible for ANY failure attributable to the transmission or receipt of electronic commerce (email).

For all modifications, we **STRONGLY ENCOURAGE** you to resubmit the entire quote schedule with a unit price and amount for every quote item, and a Schedule Total. See RFO Provision 52.214-5, Submission of Quotes. Modifications which make the quote ambiguous, indefinite, or uncertain as to any essential requirement of the contract will cause the quote to be rejected as nonresponsive.

Email Address to submit modifications to quotes for this project is cflcontracts@dot.gov

II. POST AWARD INFORMATION

Insurance requirements - See Subsection 107.05 of the FP-24.

Masterworks - Contractors shall use the Government's web-based system Masterworks to prepare all "*Inspector's Daily Record of Construction Operations*" (*Contractors Daily Reports*) and measurement notes (pay notes).

The Contractor shall be required to attend a training session on the use of Masterworks. The virtual training sessions will be either a video presentation or live training as determined by the CO. The Contractor shall be responsible for training additional staff.

The Contractor shall be required to submit a user account form to gain access to the Masterworks. See Subsection 104.04.

SOLICITATION, OFFER AND AWARD <i>(Construction, Alteration or Repair)</i>	1. SOLICITATION NO. 6982AF26Q000007	2. TYPE OF SOLICITATION ☒ REQUEST FOR QUOTE (RFQ) ☐ NEGOTIATED (RFP)	3. DATE ISSUED 04/16/2026	PAGE OF PAGES 1 of 2
IMPORTANT - THE "OFFER SECTION ON THE REVERSE MUST BE FULLY COMPLETED BY OFFEROR.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. HFLCEO2600137PR		6. PROJECT NO. CO NP COLM 10(5)	
7. ISSUED BY: FEDERAL HIGHWAY ADMINISTRATION CENTRAL FEDERAL LANDS DIVISION 12300 WEST DAKOTA AVENUE, SUITE 167 LAKEWOOD, COLORADO 80228		CODE: 69050001	8. ADDRESS OFFER TO: Denise Martinez, Contract Specialist Federal Highway Administration Central Federal Lands Division Office 12300 W. Dakota Avenue Lakewood, CO 80228	
9. FOR INFORMATION CALL SEE PAGE A-3	A. NAME: SEE PAGE A-3		B. TELEPHONE NO. <i>(Include area code)</i> SEE PAGE A-3	
SOLICITATION <i>NOTE: In sealed quote solicitations "offer" and "offeror" mean "quote" and "Offeror."</i>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS: ROADWAY CONSTRUCTION PROJECT IN STRICT ACCORDANCE WITH: 1. 48 CFR, CHAPTER 1, FEDERAL ACQUISITION REGULATION (FAR), REVOLUTIONARY FAR OVERHAUL (RFO) AND THE DEPARTMENT OF TRANSPORTATION REGULATION (TAR) 2. DEPARTMENT OF LABOR, CONSTRUCTION WAGE RATE REQUIREMENT RATES. 3. SPECIAL CONTRACT REQUIREMENTS. 4. PLANS. 5. BID SCHEDULE. 6. STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FP-24, U.S. CUSTOMARY UNITS. See Subsection 104.04 of the FP-24 for governing order of precedence				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>*</u> calendar days after receiving ☐ award ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. *See Page A-3				
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> ☒ YES ☐ NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8. by <u>2:00 p.m.</u> (hour) local time on <u>05/07/2026</u> (date). If this is a sealed quote 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 <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

OFFEROR (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
UEI.	16. REMITTANCE ADDRESS (Include only if different than Item 14)

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 with 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

SEE INDIVIDUAL QUOTE SCHEDULE(S)

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

19. ACKNOWLEDGMENT 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 BLOCK 27
(4 copies unless otherwise specified)

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: _____

27. PAYMENT WILL BE MADE BY
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION
12300 W. DAKOTA AVENUE, SUITE 167
LAKEWOOD, COLORADO 80228

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. AWARD DATE

Item 9: **FOR GENERAL INFORMATION:** E-mail us at CFLContracts@dot.gov.

FOR TECHNICAL INFORMATION (plans and specifications): Questions must be submitted in writing by e-mail at CFLContracts@dot.gov .

Item 11: **COMPLETION DATE:** The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **See SCR Section 108.01**, subject to such extensions as may be authorized. The time stated for completion shall include final cleanup of the premises.

Work shall be completed on or before the date specified above, subject to such extensions as may be authorized by the terms of the contract and the specifications made a part thereof.

Item 12A: **PERFORMANCE AND PAYMENT BONDS:** See RFO *Clause 52.228-15 Performance and Payment Bonds-Construction* (Clauses begin on Page C-1) and Subsection 102.06 of the FP-24.

Item 13B: **BID BOND AMOUNT:** See RFO Provision *52.228-1 Bid Guarantee* (Provisions begin on Page B-1) and *Subsection 102.03 Bid Guarantee* of the FP-24. All bid guarantees must have original signatures with original corporate seals.

Item 19: **ACKNOWLEDGMENT OF AMENDMENTS: FAILURE TO ACKNOWLEDGE AMENDMENTS, IN ITEM 19 OF THE SF-1442, BY THE DESIGNATED DATE AND HOUR SPECIFIED IN THE SOLICITATION MAY RESULT IN REJECTION OF YOUR QUOTE.** If amendments are issued, they will be posted to <https://sam.gov>.

Item 24: **SUBMITTING INVOICES:** See *Subsection 109.08 Progress Payments* of the FP-24.

ESTIMATED

PRICE: The price range of the project work is between \$250,000 and \$700,000.

QUOTE SCHEDULE INSTRUCTIONS

OFFERORS, PLEASE NOTE: This Quote Proposal is comprised of one schedule. Before preparing the quote, carefully read the Solicitation Provisions and the following:

- Insert a numeric unit quote price for each pay item for which a quantity appears in the quote schedule. Unit quote prices should be quoted no more precisely than the nearest cent (2 decimal places). Unit quote prices quoted more precisely will be rounded up to the nearest cent by the Government
- Multiply the unit price by the quantity for each pay item and show the amount quote. When the words “Lump Sum” appear as a unit quote price, insert an amount for each lump sum pay item.
- Total all amounts quote for each pay item and show the Construction Cost Total on the space provided on the last page of each schedule or option.
- Also show the Construction Cost Total for each schedule/option as well as the combined Total of each Schedule and the Option in the spaces provided on the Quote Summary page.

NOTE: If the amount quote for a pay item is inconsistent with the product of the unit price provided by the Offeror and the quantity provided by the Government, the unit price will govern and the Government will determine a corrected amount quote for the pay item by multiplying the unit price by the quantity.

BASIS FOR AWARD

The Government intends to make a single award to the responsible offeror whose quotation is determined to be the most advantageous to the Government, considering price and non-price factors identified in this solicitation. Consistent with RFO Part 12 procedures, the Government will use a comparative evaluation to determine which quotation is most advantageous. Under this method, the Government compares quotations directly to one another, assessing the relative strengths, weaknesses, and benefits of each, rather than evaluating each quotation against a fixed set of standards or using a formal rating system.

The Government may select a quotation that is not the lowest priced if its non-price factors provide superior value or reduced performance risk. Conversely, the Government may select a lower-priced quotation if its non-price factors contribute enough value that it is determined to be equal or close in merit to higher-priced alternatives.

EVALUATION FACTORS

The Government will perform a comparative assessment based on the following three factors:

1. PRICE

- The Government will evaluate the total price for all items in the Bid Schedule.
- Prices will be assessed for reasonableness per RFO 12.209.
- The Government may consider price differences in relation to the comparative advantages offered by non-price factors. Price is more important than the other factors on an individual basis.

2. TECHNICAL APPROACH

The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method. Provide an explanation of how the work will be done, including:

- **Capability and Subcontracting:** Provide a detailed explanation of your capability to execute the work. This should include a description of the specific tasks you intend to subcontract. If subcontractors are part of your proposed team, describe their roles in the project.
- **Key Personnel:** Submit a list of personnel with job titles and years of experience. Show the experience that the personnel have with similar projects.
- **Performance Schedule:** The Contractor is required to submit a schedule that outlines the planned sequencing of major work activities. The schedule should show durations at each site, including its planned start and finish dates, and should be expressed in calendar days.

3. RELEVANT EXPERIENCE

Provide three examples of projects similar in size, scope, and complexity completed within the last five years. To be considered "similar", a project must have been greater than \$200,000 that included construction of guardrail, roadway aggregate placement, and traffic control work. Include the following:

- Project title and location
- Brief description of work performed.
- Dollar value and year completed.
- Customer name and contact information

The Government is not required to assign weights, scores, formal ratings, or adjectival grades to any factor, consistent with comparative evaluation guidance

EVALUATION METHOD

The Government will utilize a multi-step process to ensure a fair and efficient selection:

1. **Administrative Review:** Determine if quotations are complete and compliant with RFQ requirements.
2. **Technical Acceptability:** Identify quotes that meet the minimum requirements of the Solicitation.
3. **Comparative Analysis:** Conduct a side-by-side comparison of all acceptable quotations. The Government will assess the relative benefits and tradeoffs of each.
4. **Selection Rationale:** Document key observations supporting the selection. Consistent with RFO 12.203, no formal scoring, adjectival ratings, or competitive range determinations will be used.

BID SCHEDULE

Bidder/Offeror please note: Before preparing the bid, carefully read the Solicitation Provisions. Insert a unit bid price, in figures, for each pay item for which a quantity appears in the bid schedule. Unit bid prices should be quoted no more precisely than the nearest cent (2 decimal places). Unit bid prices quoted more precisely will be rounded up to the nearest cent by the Government. Multiply the unit price by the quantity for each pay item and show the amount bid. Should any mathematical check made by the Government show a mistake in the amount bid, the corrected unit price extension shall govern. When the word "LPSM" (Lump Sum) appears as a unit bid price, insert an amount for each lump sum pay item. When a sum based on a fixed rate appears for any pay item in the amount bid column, include the Government inserted amount bid for the item in the total bid amount. Total all of the amounts bid for each pay item and show the total bid amount.

Source Selection Information – See FAR 2.101 and 3.104

BID SCHEDULE

Source Selection Information – See FAR 2.101 and 3.104

Project No : CO NP COLM 10(5)

Schedule : A

Project Name : GUARDRAIL IMPROVEMENT

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
	A0020	15101-0000	MOBILIZATION		ALL	LPSM		
	A0040	15301-0000	CONTRACTOR QUALITY CONTROL		ALL	LPSM		
	A0060	15401-0000	CONTRACTOR TESTING		ALL	LPSM		
	A0080	15501-0000	CONSTRUCTION SCHEDULE		ALL	LPSM		
	A0100	15701-0000	SOIL EROSION CONTROL		ALL	LPSM		
	A0120	20102-0000	CLEARING AND GRUBBING		ALL	LPSM		
	A0140	20301-3700	REMOVAL OF TERMINAL SYSTEM		4.000	EACH		
	A0160	20302-1200	REMOVAL OF GUARDRAIL		25.000	LNFT		
	A0180	30202-2000	ROADWAY AGGREGATE, METHOD 2		120.000	TON		
	A0200	61701-4550	GUARDRAIL SYSTEM MGS, TYPE 2, CLASS A, WOOD POSTS	(COATED)	325.000	LNFT		
	A0220	61702-1500	TERMINAL SYSTEM, TYPE MGS TANGENT	(COATED)	6.000	EACH		
	A0240	61704-2000	REPLACEMENT POST, WOOD		13.000	EACH		
	A0260	61704-4000	REPLACEMENT BLOCKOUT		35.000	EACH		
	A0280	61705-0600	REPLACEMENT GUARDRAIL W-BEAM RAIL ELEMENT, TYPE 4, CLASS B	(COATED)	25.000	LNFT		
	A0300	61805-1000	REMOVE AND RESET BARRIER	(DELIVER TO COLM)	120.000	LNFT		
	A0320	61805-1000	REMOVE AND RESET BARRIER	(DELIVER TO CURE)	200.000	LNFT		
	A0340	62201-0200	DUMP TRUCK, 8 CUBIC YARD MINIMUM CAPACITY		10.000	HOURL		
	A0360	62201-0550	BACKHOE LOADER, 6 CUBIC FOOT MINIMUM RATED CAPACITY BUCKET, 24-INCH WIDTH		10.000	HOURL		
	A0380	62201-0950	WHEEL LOADER, 3 CUBIC YARD MINIMUM RATED CAPACITY		10.000	HOURL		
	A0400	62301-0000	GENERAL LABOR		10.000	HOURL		
	A0420	63301-0000	SIGN SYSTEM	(WOOD POST)	5.000	EACH		
	A0440	63316-1000	REMOVE AND RESET SIGN SYSTEM		7.000	EACH		
	A0460	63501-0000	TEMPORARY TRAFFIC CONTROL		ALL	LPSM		

	A0480	63503-1000	TEMPORARY TRAFFIC CONTROL, PLASTIC FENCE	(STAGING AREA)	350.000	LNFT		
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Submitted By:

Schedule Total:

BID SCHEDULE SUMMARY

Schedule	Bid Total
Schedule A - Base	

Total-Schedule(s) and Option(s)	Bid Total
Schedule A	

Corporate Certificate

I, _____(name), certify that I am the
_____(title), of the corporation named as the
Offeror/Principal herein;

that _____ (name), who signed this

offer and/or quote bond on behalf of _____ (company name) is

_____ (title) of this corporation;

that the offer was duly signed for and on behalf of said corporation by authority and scope of its governing body, and within the scope of its corporate powers.

_____(signature) Affix Corporate Seal

_____(title)

I, _____ (name), certify that I am the

_____ (title), of the limited liability company

that _____(name), who signed this

offer and/or quote bond on behalf of _____(company name) is

_____(title) of this company;

that the offer was duly signed for and on behalf of said company by authority and scope of its

governing body, and within the scope of its powers.

_____ (signature)

(title)

Affix Company Seal
(as applicable)

INSTRUCTIONS: When the offeror/principal is a partnership, include this certification with your offer/bid.

Authority to Bind Partnership

This certifies that the names and signatures of all partners are listed below, and that the person signing the proposal has the authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership, except as follows:

(State "None" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to and acknowledge by the Contracting Officer.

(Include names and signatures of all partners)

INSTRUCTIONS: When the offeror/principal is a joint venture, include this certification with your offer/bid.

Authority to Bind Joint Venture

This certifies that the person signing the proposal has the authority to actually bind the joint venture pursuant to its joint venture agreement, and that each of the named persons listed below individually has full authority to enter into and execute contractual instruments on behalf of said joint venture, except as follows:

(State "None" or describe limitations, if any)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to and acknowledge by the Contracting Officer.

(Include names and signatures of all applicable individuals)

INSTRUCTIONS: When the offeror/principal is a sole proprietorship, include this certification with your offer/bid.

Sole Proprietorship Requirement

An Offeror/Principal that is a sole proprietorship must submit an offer/quote and a bond signed by the sole proprietor, or by one duly authorized to sign for the sole proprietor. If the signature is by someone other than the sole proprietor, a copy of the power of attorney authorizing the individual to sign must be provided with the offer/quote.

BUY AMERICAN ACT- CONSTRUCTION MATERIALS

It is understood and agreed that the materials and components listed in Subparts 25.1 and 25.2 of the RFO are a part of this contract and are deemed to be Domestic Construction Material for the purposes of this contract.

NOTE TO CONTRACTOR:

The following information and any applicable supporting data is required for evaluation of requests under RFO Clause 52.225-9 Paragraph (c) & (d) and RFO Provision 52.225-10 Paragraph (b).

Material and/or Component

Construction Material Description	Unit of Measure	Quantity	*Cost Delivered to Job Site
Foreign Construction Material			
Comparable Domestic Material			

Material and/or Component

Construction Material Description	Unit of Measure	Quantity	*Cost Delivered to Job Site
Foreign Construction Material			
Comparable Domestic Material			

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

[Please include name, address, telephone number and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include all applicable supporting information.]

HAZARDOUS MATERIALS

As required by RFO Clause 52.223-3, Hazardous Materials Identification and Safety Data - Alternate I, the apparent low quoter must submit prior to award a Material Safety Data Sheet (MSDS) for all hazardous materials that the quoter identifies in paragraph (b) of the RFO clause and defined under the latest version of Federal Standard No. 313.

Hazardous Material	Identification Number

BIOBASED PRODUCTS AND SUSTAINABLE PRODUCTS AND SERVICES

See RFO Provision 52.223-1 Biobased Product Certification and RFO 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts for usage, certification, and reporting requirements.

USE OF RECOVERED MATERIALS ON FEDERAL LANDS HIGHWAY PROJECTS

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6901 et seq.), requires Federal, State, and local procuring agencies using appropriated Federal funds to purchase items composed of the highest percentage of recovered materials practical. Use of recovered materials is strongly encouraged on Federal Lands Highway Projects. Highway construction items covered by the Environmental Protection Agency's *Comprehensive Guidelines for Procurement of Products Containing Recovered Materials* include fly ash, ground granulated blast furnace slag, traffic barricades, traffic cones, hydraulic mulch and compost for mulch.

Use of fly ash and ground granulated blast furnace slag and construction materials containing fly ash and ground granulated blast furnace slag on Federal Lands Highway Projects:

- It is the policy of the United States Government that fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag shall have maximum practicable opportunity for incorporation into its construction projects.
- The Contractor agrees to investigate the use of fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag to the fullest extent consistent with the efficient performance of this contract. Both the contractor and the subcontractors are urged to seek out suppliers of fly ash and ground granulated blast furnace slag, cement and concrete containing fly ash and ground granulated blast furnace slag and to solicit quotes for these materials.
- Names of firms that supply fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag are available from the American Coal Ash Association and the National Slag Association.

Quote Bond (See Instructions on Page 3)		Date Bond Executed (Must Not Be Later Than Quote 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					Quote Identification	
Percent Of Quote Price	Amount Not To Exceed				Quote Date	Invitation Number
	Million(s)	Thousand(s)	Hundred(s)	Cents		6982AF26Q000007
	3	000	000	00	For (Construction, Supplies Or Services)	Construction

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 quote identified above.

Therefore:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the quote 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 quote 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 quote.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the quote 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 quote.

Witness:

The Principal and Surety(ies) executed this quote 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	B-3	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.		

1. This form is authorized for use when a quote 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 quote price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the quote 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.

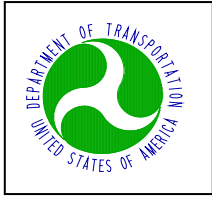
(c) When individual sureties are involved, a completed [Affidavit of Individual Surety \(Standard Form 28\)](#) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

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 "quote" and "quoteder" 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.



FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

QUOTER'S INFORMATION

INSTRUCTIONS: Answer all questions on this form inserting "none" or "not applicable" where appropriate. If more space is required attach additional sheets. Return the signed, dated and completed form with the quote to the address shown in the invitation for quotes on or before the time set for quote opening. The prospective quoter shall provide any additional information requested by the Government during evaluation of the quotes.

If the prospective quoter is a joint venture or general partnership, a separate Quoter's Qualifications form shall be provided individually for each joint venture participant or partner.

1. Name and address of business:

Name

Unique Entity ID and DUNS

Street

Employer ID Number (EIN)*

City

State

Zip Code

* Necessary for Government reporting purposes only.

County

Telephone Number (Include Area Code)

Fax Number (Include Area Code)

E-mail address

2. a. Type of organization (check appropriate box):

☐ Individual

☐ Non-profit organization

☐ Corporation

☐ Partnership

☐ Joint Venture

☐ Incorporated in: _____

If a Foreign entity:

☐ Individual

☐ Non-profit organization

☐ Corporation

☐ Partnership

☐ Joint Venture

☐ Registered in: _____

b. Size and type of Business Concern (check appropriate boxes):

☐ Large Business Concern

☐ Small Disadvantaged Business Concern

☐ Emerging Small Business

☐ Small Business Concern

☐ Women-Owned Small Business

☐ SBA 8(a) Certified

☐ HUB Zone Business Concern

☐ Veteran Owned Business Concern

☐ Service-Disabled Veteran-Owned Business Concern

3. If a joint venture or general partnership:

- a. Provide the name under which the project will be quote, the home office address, and name of the principal who will represent the company with regard to this project if different from "1." above.

Principal _____

Business Name _____

Street _____

City _____ State _____ Zip Code _____

- b. Provide the name and home office addresses of each of the joint venture partners; indicate which partner is the sponsoring partner. Attach a separate sheet for additional partners.

Sponsoring Partner _____

Other Partner _____

Street _____

Street _____

City _____ State _____ Zip Code _____

City _____ State _____ Zip Code _____

4. Date organization established: _____

5. Name of succeeded business, if any: _____

6. How many years have you been in business as:

a. General contractor ___ years.

b. Subcontractor ___ years.

7. a. Furnish the following information concerning the owner, partners, officers and directors:

Name	Title	Percent of Business Owned	Years of Business Experience	
			Contracting	Other

- b. Attach resumes of these key personnel as well as the on-site project manager(s) and superintendent(s), and specifically identify the following:

- Present position, responsibility, and length of employment.
- Amount and type of construction experience.
- Amount and type of highway construction experience, including position, responsibility, and a brief project description of each period of employment.
- Formal education and training, professional or technical registrations or licenses.

8. a. Contracts in force. (Attach additional sheets if necessary)

Project Name and Contract Numbers	Owner's Name, Address, and Contact Name, Email and Telephone #	Scope of Work Performed	Contract Amount	Estimated Completion Date	Name of Surety

b. Are there any unresolved claims or lawsuits associated with these projects? If so, state the amount in dispute, parties involved, nature and circumstances of the dispute, and status of the matter on a separate sheet.

9. a. List three of the largest jobs you have completed in the last five years which are similar in project work scope to this project. - See #3 Evaluation Factor on page A-6

Project Name and Contract Numbers	Owner's Name, Address, Contact Name, Email and Telephone #	Scope of Work Performed	Original and Final Contract Amounts	Original and Final Completion Dates	Names of On-site Project Manager and Superintendent	Name of Surety

b. Are there any unresolved claims or lawsuits associated with these projects? If so, state the amount in dispute, parties involved, nature and circumstances of the dispute, and status of the matter on a separate sheet

Solicitation Provisions

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

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation. (JAN 2017)

52.204-7 System for Award Management. (NOV 2024)(DEVIATION NOV 2025)

52.204-90 Offeror Identification (DEVIATION NOV 2025)

52.209-5 Certification Regarding Responsibility Matters. (AUG 2020)(DEVIATION SEP 2025)(DEVIATION JAN 2026)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)(DEVIATION SEP 2025)(DEVIATION JAN 2026)

52.209-13 Violation of Arms Control Treaties or Agreements – Certification (NOV 2021)(DEVIATION SEP 2025)(DEVIATION JAN 2026)

52.214-34 Submission of Offers in the English Language. (APR 1991)

52.214-35 Submission of Offers in U.S. Currency. (APR 1991)

52.216-1 Type of Contract. (APR 1984)(DEVIATION OCT 2025)

The Government contemplates award of a **FIRM FIXED PRICE** contract resulting from this solicitation.

(End of provision)

52.219-1 Small Business Program Representations (FEB 2024)(DEVIATION NOV 2025)

52.222-5 Construction Wage Rate Requirements Secondary Site of the Work. (MAY 2014)(DEVIATION OCT 2025)

**52.223-1 Bio based Product Certification (MAY 2024)(DEVIATION FEB 2025)
(DEVIATION DEC 2025)**

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the Offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at <https://www.biopreferred.gov/resources/categories.html>) to be used or delivered in

the performance of the contract, other than biobased products that are not purchased by the Offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

52.225-10 Notice of Buy American Requirement—Construction Materials (MAY 2014)

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 twenty (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.

52.233-2 Service of Protest. (SEP 2006)(DEVIATION SEP 2025)

(a) Protests, (as defined in section 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

Mrs. Leslie Karsten

*Acquisitions Branch Chief
Federal Highway Administration
12300 West Dakota Avenue, Suite 360
Lakewood, Colorado 80228*

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

(End of provision)

**52.240-90 Security Prohibitions and Exclusions Representations and Certifications.
(DEVIATION SEP 2025)**

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far> and <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52>

(End of provision)

52.252-3 Alterations in Solicitation. (APR 1984)

Portions of this solicitation are altered as follows: **NONE**

(End of provision)

52.252-5 Authorized Deviations in Provisions. (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation or contract of any Revolutionary FAR Overhaul (RFO) (48 CFR All Changed Chapters, <https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52>) and the Department of Transportation Regulation (TAR) (48 CFR, Chapter 12) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

1252.239–92 Information and Communication Technology Accessibility Notice (NOV 2022)

Contract Clauses

52.202-1 Definitions (JUN 2020)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (MAY 2014)

52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020)

52.203-7 Anti-Kickback Procedures. (JUN 2020)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)

52.203-17 Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (NOV 2023)

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

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-13 System for Award Management Maintenance. (OCT 2018)(DEVIATION NOV 2025)

52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)(DEVIATION NOV 2025)

52.204-91 Contractor Identification (DEVIATION NOV 2025)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JAN 2025)(DEVIATION SEP 2025)(DEVIATION JAN 2026)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)(DEVIATION SEP 2025)(DEVIATION JAN 2026)

52.211-12 Liquidated Damages - Construction. (SEP 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 \$ 2,300.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.211-13 Time Extensions. (SEP 2000)

52.219-6 Notice of Total Small Business Set-Aside (NOV 2020)(DEVIATION NOV 2025)

52.219-28 Post-Award Small Business Program Rerepresentation (JAN 2025)(DEVAITION NOV 2025)

52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)(DEVIATION OCT 2025)

52.222-3 Convict Labor. (JUN 2003)(DEVIATION OCT 2025)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (MAY 2018)(DEVIATION OCT 2025)

52.222-6 Construction Wage Rate Requirements. (AUG 2018)(DEVIATION FEB 2025)(DEVIATION OCT 2025)

52.222-7 Withholding of Funds. (MAY 2014)(DEVIATION OCT 2025)

52.222-8 Payrolls and Basic Records. (JUL 2021)(DEVIATION OCT 2025)

52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)(DEVIATION OCT 2025)

52.222-11 Subcontracts (Labor Standards). (MAY 2014)(DEVIATION FEB 2025)(DEVIATION OCT 2025)

52.222-12 Contract Termination - Debarment. (MAY 2014)(DEVIATION FEB 2025)

52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

52.222-14 Disputes Concerning Labor Standards. (FEB 1988)(DEVIATION OCT 2025)

52.222-15 Certification of Eligibility. (MAY 2014)

52.222-35 Equal Opportunity for Veterans. (JUN 2020)(DEVIATION OCT 2025)

52.222-36 Affirmative Action for Workers with Disabilities. (JUN 2020)(DEVIATION OCT 2025)

52.222-37 Employment Reports on Veterans (JUN 2020)(DEVIATION OCT 2025)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(DEVIATION OCT 2025)

52.222-50 Combating Trafficking in Persons (OCT 2025)(DEVIATION OCT 2025)

52.222-54 Employment Eligibility Verification (JAN 2025)(DEVIATION OCT 2025)

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)(DEVIATION OCT 2025)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2024)

52.223-23 Sustainable Products and Services (May 2024)(DEVIATION FEB 2025)(DEVIATION DEC 2025) 52.223-2 Reporting of Biobased Products Under Service and Construction Contract. (MAY 2024)(DEVIATION FEB 2025)(DEVIATION DEC 2025)

(a) Definitions. As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. ([7 U.S.C. 8101](#)) (7 CFR 4270.2).

USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards

(see <https://www.biopreferred.gov/resources/categories.html>).

(b) Requirement. The Contractor shall—

- (1) Report to <https://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

(End of clause)

52.223-3 Hazardous Material Identification and Material Safety Data. (FEB 2021)(DEVIATION DEC 2025)

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

Sustainable product means—

- (1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>).
- (2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (<https://www.energy.gov/eere/femp/search-energy-efficient-products>, <https://www.energystar.gov/products?s=mega>, and <https://www.energy.gov/femp/low-standby-power-product-list>).
- (3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (<https://www.biopreferred.gov/>).
- (4) A substance identified in the EPA’s Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 76711) (40 CFR part 82, subpart G) (<https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables>).

(b) *Requirements.* The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

- (1) Delivered to the Government;
- (2) Furnished for use by the Government;
- (3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

52.224-1 Privacy Act Notification. (APR 1984)

52.224-2 Privacy Act. (APR 1984)

52.225-9 Buy American-Construction Materials (OCT 2022)(DEVIATION NOV 2025)

(a) Definitions. As used in this clause—

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.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site 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.

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. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(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.

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.

(b) Domestic preference.

(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 materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to 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"]

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

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

(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 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;

(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 is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that 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)(3)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(3)(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 foreign offer of 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)(3)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(3)(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 statute 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)(3) of this clause shall include adequate information for Government evaluation of the request, including-

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American 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)(3)(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 or Balance of Payments Program.

(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.	_____	_____	_____
<i>[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].</i> <i>[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</i> <i>[Include other applicable supporting information.]</i>			

(End of clause)

52.226-7 Drug Free Workplace (May 2024)

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving. (MAY 2024)

52.227-1 Authorization and Consent. (JUN 2020)

52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)

52.228-2 Additional Bond Security. (OCT 1997)

52.228-11 Individual Surety - Pledges of Assets. (FEB 2021)

52.228-12 Prospective Subcontractor Requests for Bonds. (DEC 2022)

52.228-14 Irrevocable Letter of Credit (Nov 2014)

52.228-15 Performance and Payment Bonds - Construction. (JUN 2020)

52.229-3 Federal, State, and Local Taxes. (FEB 2013)(DEVIATION AUG 2025)

52.232-5 Payments under Fixed-Price Construction Contracts. (MAY 2014)

52.232-23 Assignment of Claims. (MAY 2014)

52.232-27 Prompt Payment For Construction Contracts. (JAN 2017)

52.232-33 Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)

52.233-1 Disputes. (MAY 2014)(DEVIATION SEP 2025) - Alternate I (DEC 1991)(DEVIATION SEP 2025)

52.233-3 Protest after Award. (AUG 1996)(DEVIATION SEP 2025)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)(DEVIATION SEP 2025)

52.236-2 Differing Site Conditions. (APR 1984)(DEVIATION AUG 2025)

52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)(DEVIATION AUG 2025)

52.236-5 Material and Workmanship. (APR 1984)(DEVIATION AUG 2025)

52.236-6 Superintendence by the Contractor. (APR 1984)(DEVIATION AUG 2025)

52.236-7 Permits and Responsibilities. (NOV 1991)(DEVIATION AUG 2025)

52.236-8 Other Contracts. (APR 1984)(DEVIATION AUG 2025)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)(DEVIATION AUG 2025)

52.236-10 Operations and Storage Areas. (APR 1984)(DEVIATION AUG 2025)

52.236-11 Use and Possession Prior to Completion. (APR 1984)(DEVIATION AUG 2025)

52.236-12 Cleaning Up. (APR 1984)(DEVIATION AUG 2025)

52.236-13 Accident Prevention. (NOV 1991)(DEVIATION AUG 2025) Alternate I (NOV 1991)

52.236-15 Schedules for Construction Contracts. (APR 1984)(DEVIATION AUG 2025)

52.236-17 Layout of Work. (APR 1984)(DEVIATION AUG 2025)

52.236-21 Specifications and Drawings for Construction. (FEB 1997)(DEVIATION AUG 2025)

52.240-91 Security Prohibitions and Exclusions (DEVIATION SEP 2025)

52.242-13 Bankruptcy. (JUL 1995)

52.242-14 Suspension of Work. (APR 1984)

52.243-4 Changes. (JUN 2007)(DEVIATION JUL 2025)

52.243-6 Change Order Accounting. (APR 1984)(DEVIATION JUL 2025)

52.244-6 Subcontracts for Commercial Products and Commercial Services (OCT 2025)(DEVIATION FEB 2025)(DEVIATION OCT 2025)

52.245-1 Government Property (SEP 2021) - Alternate I (APR 2012)

52.245-9 Use and Charges. (APR 2012)

52.246-12 Inspection of Construction. (AUG 1996)

52.248-3 Value Engineering - Construction. (OCT 2025)

52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012) - Alternate I (SEP 1996)

52.249-10 Default (Fixed-Price Construction). (APR 1984)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

(End of clause)

52.252-4 Alterations in Contract. (APR 1984)

Portions of this contract are altered as follows: **NONE**

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation [Revolutionary FAR Overhaul \(RFO\)](#) (48 CFR [All Changed Chapters](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b)The use in this solicitation or contract of any Department of Transportation Regulation (TAR) (48 CFR, Chapter 12) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.253-1 Computer Generated Forms. (JAN 1991)(DEVIATION OCT 2025)

1252.201-70 Contracting Officer's Representative (NOV 2022)

1252.223-70 Removal or Disposal of Hazardous Substances – Applicable Licenses and Permits (NOV 2022)

1252.223-71 Accident and Fire Reporting (NOV 2022)

1252.223-73 Seat Belt Use Policies and Programs (NOV 2022)

1252.228-74 Notification of Payment Bond Protection (NOV 2022)

(a) The prime contract is subject to the Bonds statute (historically referred to as the Miller Act) (40 U.S.C. chapter 31, subchapter III), under which the prime contractor has obtained a payment bond. This payment bond may provide certain unpaid employees, suppliers, and subcontractors a right to sue the bonding surety under the Bonds statute for amounts owed for work performed and materials delivery under the prime contract.

(b) Persons believing that they have legal remedies under the Bonds statute should consult their legal advisor regarding the proper steps to take to obtain these remedies. This notice clause does not provide any party any rights against the Federal Government, or create any relationship, contractual or otherwise, between the Federal Government and any private party.

(c) The surety which has provided the payment bond under the prime contract is: On File with the FHWA.

(d) Subcontract flowdown requirements. This clause shall be flowed down to all subcontractors. Prime contractors shall insert this notice clause in all first-tier subcontracts and shall require the clause to be subsequently flowed down by all first-tier subcontractors to all their subcontractors, at any tier. This notice contains information pertaining to the surety that provided the payment bond under the prime contract and is required to be inserted in its entirety to include the information set forth in paragraph (c).

(End of clause)

1252.232–70 Electronic Submission of Payment Requests (NOV 2022)(DEVIATION AUG 2025)

(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)

1252.239–93 Information and Communication Technology Accessibility (NOV 2022)

POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE

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)

"General Decision Number: C020260006 01/02/2026

Superseded General Decision Number: C020250006

State: Colorado

Construction Type: Highway

Counties: Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson and Park Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
0 01/02/2026

ELEC0111-003 03/01/2025

Rates Fringes

ELECTRICIAN (Traffic
Signalization Only)

Clear Creek.....\$ 38.97 13.75%+7.80

ENGI0009-010 05/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

(3)- Drill Rig Caisson
(smaller than Watson 2500
and similar).....\$ 35.03 15.20
(4)-Crane (50 tons and
under)

Arapahoe, Broomfield,
Clear Creek, Elbert,
Gilpin Counties.....\$ 35.78 15.20

(4)-Scraper (single bowl,
under 40 cu. yd).....\$ 35.20 15.20

(5)-Crane (51-90 tons)
Arapahoe, Broomfield,
Clear Creek, Elbert,
Gilpin Counties.....\$ 36.09 15.20

(5)-Drill Rig Caisson
(Watson 2500 similar or
larger), Scraper (40 cu.yd
and over),.....\$ 35.41 15.20

(6)-Crane (91-140 tons)
Arapahoe, Broomfield,
Clear Creek, Elbert,
Gilpin Counties.....\$ 37.34 15.20

SUC02011-001 09/15/2011

Rates Fringes

CARPENTER

Excludes Form Work
Adams.....\$ 16.61 3.88
Arapahoe, Broomfield,
Clear Creek, Elbert,
Gilpin, Jefferson, Park....\$ 19.27 5.08
Form Work Only

Adams.....	\$ 16.78	3.57
Broomfield, Clear Creek,		
Elbert, Gilpin.....	\$ 19.11	5.46
Jefferson.....	\$ 16.88	3.81
Park.....	\$ 17.28	5.38
CEMENT MASON/CONCRETE FINISHER		
Adams.....	\$ 16.05	3.00
Arapahoe.....	\$ 18.70	3.85
Broomfield, Clear Creek,		
Elbert, Gilpin.....	\$ 18.37	3.00
Jefferson.....	\$ 18.02	3.42
Park.....	\$ 17.09	2.85
ELECTRICIAN		
Excludes Traffic Signal Installation		
Adams.....	\$ 31.00	14.01
Arapahoe, Broomfield,		
Clear Creek, Elbert,		
Gilpin, Jefferson, Park....	\$ 35.13	6.83
Traffic Signalization Electrician		
Adams, Arapahoe,		
Broomfield, Elbert,		
Gilpin, Park.....	\$ 27.25	7.10
Jefferson.....	\$ 26.78	5.44
Traffic Signalization Groundsman		
Adams.....	\$ 13.96	2.80
Araphaoe, Broomfield,		
Elbert, Gilpin, Park.....	\$ 15.24	3.81
Clear Creek.....	\$ 15.70	2.14
Jefferson.....	\$ 15.19	4.72
FENCE ERECTOR.....	\$ 13.02	3.20
FORM WORKER		
Arapahoe.....	\$ 15.30	3.90
GUARDRAIL INSTALLER		
Adams.....	\$ 12.89	3.45
Arapahoe, Broomfield,		
Clear Creek, Elbert,		
Gilpin, Jefferson, Park.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Adams, Arapahoe,		
Broomfield, Clear Creek,		
Elbert, Gilpin, Park.....	\$ 12.62	3.21
Jefferson.....	\$ 14.21	3.21
IRONWORKER, REINFORCING		
Adams.....	\$ 22.14	0.77
Arapahoe, Broomfield,		
Clear Creek, Elbert,		
Gilpin, Jefferson.....	\$ 16.69	5.45
Park.....	\$ 19.98	2.89
IRONWORKER, STRUCTURAL.....	\$ 18.22	6.01
LABORER		
Asphalt Raker		
Adams, Arapahoe,		

Broomfield, Clear Creek, Elbert, Gilpin, Jefferson..\$ 16.29	4.25
Park.....\$ 17.41	1.86
Asphalt Shoveler.....\$ 21.21	4.25
Asphalt Spreader.....\$ 18.58	4.65
Common or General	
Adams.....\$ 16.29	4.25
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin.....\$ 16.67	4.27
Jefferson.....\$ 16.51	4.27
Park.....\$ 15.64	2.46
Concrete Saw (Hand Held)	
Adams.....\$ 16.29	5.20
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park....\$ 16.29	6.14
Landscape and Irrigation	
Adams, Arapahoe, Broomfield, Elbert, Gilpin, Jefferson, Park....\$ 12.26	3.16
Clear Creek.....\$ 14.98	3.16
Mason Tender- Cement/Concrete	
Adams.....\$ 17.71	2.83
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin.....\$ 16.96	4.04
Jefferson.....\$ 16.29	4.25
Park.....\$ 15.08	3.10
Pipelayer.....\$ 13.55	2.41
Traffic Control (Flagger)	
Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin.....\$ 9.55	3.05
Jefferson.....\$ 9.73	3.05
Park.....\$ 9.42	3.21
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers)	
Adams, Arapahoe, Broomfield, Elbert, Gilpin, Jefferson.....\$ 12.43	3.22
Clear Creek.....\$ 13.14	3.20
Park.....\$ 12.76	3.20
PAINTER (Spray Only).....\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:	
Asphalt Laydown	
Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson..\$ 22.67	8.75
Park.....\$ 22.67	8.72
Asphalt Paver.....\$ 24.97	6.13
Asphalt Roller	
Adams.....\$ 24.20	7.70
Arapahoe.....\$ 22.68	8.72
Broomfield, Clear Creek, Elbert, Gilpin.....\$ 23.41	7.67
Jefferson.....\$ 22.84	7.69
Park.....\$ 22.84	8.72

Asphalt Spreader		
Adams, Arapahoe,		
Broomfield, Clear Creek,		
Elbert, Gilpin, Park.....\$	22.67	8.67
Jefferson.....\$	23.34	8.06
Backhoe/Trackhoe		
Adams.....\$	20.31	4.24
Arapahoe.....\$	24.59	6.24
Broomfield, Clear Creek,		
Elbert, Gilpin.....\$	22.19	6.48
Jefferson.....\$	21.99	5.60
Park.....\$	20.81	6.58
Bobcat/Skid Loader		
Adams, Broomfield, Clear		
Creek, Elbert, Gilpin.....\$		
15.37	4.28	
Arapahoe.....\$	18.23	4.28
Jefferson.....\$	16.85	4.28
Park.....\$	22.46	0.00
Boom.....\$	22.67	8.72
Broom/Sweeper		
Adams, Broomfield, Clear		
Creek, Elbert, Gilpin,		
Park.....\$	22.70	8.07
Arapahoe.....\$	22.67	8.73
Jefferson.....\$	22.18	8.36
Bulldozer		
Adams.....\$	25.20	6.72
Arapahoe, Broomfield,		
Clear Creek, Elbert,		
Gilpin, Jefferson, Park....\$	26.90	5.59
Concrete Pump.....\$	21.60	5.21
Crane		
Adams, Park.....\$	22.82	8.72
Jefferson.....\$	23.55	6.68
Drill		
Adams, Arapahoe,		
Broomfield, Clear Creek,		
Elbert, Gilpin, Park.....\$	20.48	4.71
Jefferson.....\$	20.65	5.74
Forklift.....\$	15.91	4.68
Grader/Blade		
Adams.....\$	23.94	8.23
Arapahoe.....\$	22.67	8.72
Broomfield, Clear Creek,		
Elbert, Gilpin, Park.....\$	23.90	7.93
Jefferson.....\$	23.28	7.73
Guardrail/Post Driver.....\$	16.07	4.41
Loader (Front End)		
Adams.....\$	23.09	8.72
Arapahoe.....\$	26.80	4.84
Broomfield, Clear Creek,		
Elbert, Gilpin.....\$	23.20	8.33
Jefferson.....\$	23.06	7.76
Park.....\$	22.67	8.72
Mechanic		
Adams.....\$	22.82	8.72
Arapahoe, Broomfield,		
Clear Creek, Elbert,		
Gilpin, Park.....\$	24.04	7.35
Jefferson.....\$	23.56	8.72
Oiler		
Adams, Jefferson.....\$	21.97	8.72
Arapahoe, Broomfield,		
Clear Creek, Elbert,		
Gilpin, Park.....\$	23.73	8.41

Roller/Compactor (Dirt and
Grade Compaction)

Adams.....	\$ 16.70	3.30
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson.....	\$ 20.30	5.51
Park.....	\$ 16.52	3.13
Rotomill.....	\$ 16.22	4.41
Screed		
Adams.....	\$ 27.89	3.50
Arapahoe.....	\$ 22.67	8.72
Broomfield, Clear Creek, Elbert, Gilpin.....	\$ 24.67	6.02
Jefferson.....	\$ 22.64	8.43
Park.....	\$ 20.36	3.04
Tractor.....	\$ 13.13	2.95

TRUCK DRIVER

Distributor

Adams.....	\$ 15.80	5.27
Arapahoe.....	\$ 19.62	5.27
Broomfield, Clear Creek, Elbert, Gilpin, Park.....	\$ 18.19	5.27
Jefferson.....	\$ 19.46	6.04

Dump Truck

Adams.....	\$ 16.68	5.27
Arapahoe.....	\$ 18.94	5.27
Broomfield, Clear Creek, Elbert, Gilpin.....	\$ 16.47	5.27
Jefferson.....	\$ 16.97	4.78
Park.....	\$ 15.40	3.21

Lowboy Truck

Adams, Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park.....	\$ 17.25	5.27
Jefferson.....	\$ 19.80	6.42
Mechanic.....	\$ 26.48	3.50

Multi-Purpose Speciality
and Hoisting Truck

Adams, Broomfield, Clear Creek, Elbert, Gilpin, Park.....	\$ 17.49	3.17
Arapahoe.....	\$ 15.79	2.48
Jefferson.....	\$ 15.13	3.89

Semi/Trailer Truck

Adams, Broomfield, Clear Creek, Elbert, Gilpin, Jefferson, Park.....	\$ 18.39	4.13
Arapahoe.....	\$ 16.00	2.60

Single Axle (Includes

Pickup and Pilot Car)

Adams, Jefferson.....	\$ 13.93	3.68
Arapahoe.....	\$ 15.10	3.77
Broomfield, Clear Creek, Elbert, Gilpin, Park.....	\$ 14.74	3.68
Truck Mounted Attenuator....	\$ 12.43	3.22

Water Truck

Adams.....	\$ 17.50	5.19
Arapahoe, Broomfield, Clear Creek, Elbert, Gilpin, Park.....	\$ 19.36	4.07
Jefferson.....	\$ 17.57	5.27

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 \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. 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

SPECIAL CONTRACT REQUIREMENTS

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

101.02 Specifications Format. Delete the second paragraph and substitute the following:

Division 150 consists of project contract requirements that apply to all contracts. The contractor must perform all work included in Division 150. Work under Division 150 is paid for directly or indirectly according to Subsection 109.05. If there is no pay item in the bid schedule, no direct payment is made.

101.03(a) Acronyms. Add the following:

CDR – Contractor’s Daily Record

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

101.04 Definitions. Add the following:

Masterworks — A web-based system used by the Government, Contractors, and Subcontractors on this Government contract to prepare CDRs, measurement notes (pay notes and field measurement documentation), and transmit submittals, and documents and drawings.

Section 104. — CONTROL OF WORK

104.04 Electronic Documentation. Delete this Subsection and substitute the following:

Provide documents and drawings electronically using Masterworks.

Request the Masterworks User Account Form (Form Masterworks-001) and submission instructions. Complete and electronically submit Form Masterworks-001 for each individual requiring Masterworks access. Allow 7 days for system access.

Contact the CO to schedule a training session on the use of Masterworks. The virtual training session will be either a video presentation or live training as determined by the CO. The Contractor is responsible for training additional staff that were not present during the original training session.

Maintain active Masterworks accounts for all Contractor staff who use Masterworks. Notify the CO within 24 hours after an account holder is reassigned or no longer associated with the project.

If account holder is no longer employed by the contractor, submit a Form Masterworks-001 requesting their account be marked inactive.

Provide documents and drawings in their native file format (the format produced by the software that the document and drawing was created in) upon request.

Documents and drawings include but are not limited to correspondence, submittals, measurement notes, reports, plans, diagrams, qualifications, certifications, payrolls, schedules, invoices, mix designs, job-mix formulas, test results, notifications, requests, permits, and agreements.

Provide a resolution quality with color, text, and lines clearly discernible. Submit each document and drawing in an individual file. Name files with a unique document name.

Documents and drawings delivered after 5:00 pm local time will be considered received on the next business day.

The CO will reject documents that are unreadable, corrupted, illegible, or include malicious content.

104.08 Load Restrictions. Delete the second sentence of the third paragraph.

Section 105. — CONTROL OF MATERIAL

105.01 Source of Supply and Quality Requirements. Add the following:

Materials containing petroleum-based solvents such as cutback asphalts and traffic paints may be restricted from use by local laws or ordinances in certain geographic areas. Upon presenting proof of such restrictions, alternate materials considered acceptable to the CO may be substituted for the materials specified in the contract.

Certify, according to Subsection 107.10(d), that sources of rock, sand, gravel, earth, subsoil, or other natural material imported into the project construction limits are noxious weed free.

105.04 Handling and Storing Material. Add the following after the second paragraph:

For Contractor-located, non-commercial staging, storing, and material handling areas, secure environmental clearances according to Subsection 107.10.

Add the following:

The East Overflow Parking area is available for staging, material storage, and stockpiles. Prior to utilization, enclose the area with plastic fencing to clearly define the perimeter and ensure project disturbance does not exceed existing conditions. Maintain all equipment, materials, and activities within the fenced limits throughout the duration of use. Use products according to the manufacturer's recommendations for handling, storage, and disposal. Follow the requirements of FAR Clause 52.236-10 Operations and Storage Areas and FAR Clause 52.236-12 Cleaning Up. Maintain the staging and storage areas in a clean, neat, and orderly condition.

Store construction, building and waste materials, and containers in designated areas indoors or protect with a suitable covering.

Keep the manufacturer's SDS, an inventory of the material, and emergency numbers near the storage area. Take appropriate measures to ensure that incompatible chemicals are not stored next to each other.

Store construction materials within the limits shown in the plans. Properly store materials according to the applicable permit. Check the storage areas weekly and according to the applicable permit.

Submit a site map showing the material storage and stockpile locations at least 14 days before the start of construction activities.

Section 106. — ACCEPTANCE OF WORK

106.01 Conformity with Contract Requirements. Add the following:

If the accuracy of Government test results is disputed, inform the CO. If the dispute is unresolved after reasonable steps are taken to resolve the dispute, further evaluation may be obtained by written request.

Where sample and testing procedures refer to AASHTO, ASTM, or other standards (designated as FLH T), use the procedure as modified in the FLH *Field Materials Manual*.

Where the specifications refer to AASHTO T 11, follow "Procedure B - Washing Using a Wetting Agent".

Where the specifications refer to AASHTO T 310, follow the "Direct Transmission Method of In-Place Nuclear Density and Moisture Content".

106.03 Certification. Delete the third paragraph and substitute the following:

See Table 106-3 for schedule for full or partial acceptance by material certification. Submit certification and sample of material for testing as required.

Check certifications before incorporating the material into the work to ensure that the requirements of the contract have been met. Mark the certifications with the following information: project number and name; pay item number and description; date; and Contractor-signed certification stating "to the best of our knowledge the materials certified by the attached certification represent the materials incorporated into the work of this contract".

Table 106-3
Schedule For Full or Partial Acceptance by Materials Certification

Section	Description	Material	Material Property Or Specification	Certification Frequency	Sample Frequency
302	Crushed Aggregate	Crushed aggregate	Source, quality and gradation	1 per source	1 per source
312	Dust Palliative	Calcium chloride magnesium chloride, lignosulfonate	As specified	1 per shipment	First shipment
403	Asphalt Concrete	Aggregate asphalt mix	Source quality, gradation, stability, and grade	1 per mix	1 per source
634 and 635	Permanent Pavement Markings, Temporary Traffic Control	634.02 as applicable, 635 as applicable	As specified	1 per source	–
701	Cementitious Material	Portland cement, blended hydraulic cement, mortar cement	AASHTO M 85, M 240, ASTM C91 and ASTM C1392 as applicable	1 per shipment	1 per 100 tons
702.01	Asphalt Binder	Asphalt cement	AASHTO M 226 or M 320, as applicable	1 per shipment	1 per shipment
702.02	Emulsified Asphalt	Emulsified asphalt	AASHTO M 140 or M 208 as applicable	1 per shipment	1 per shipment
702.05	Antistrip Additive	As specified	As applicable	1 per shipment	–
706	Concrete Pipe	As specified	As applicable	1 per shipment	–
707	Metal Pipe	As specified	As applicable	1 per shipment	–
708	Plastic Pipe	As specified	As applicable	1 per shipment	–
709	Reinforcing Steel and Wire Rope	As specified	As applicable	1 per shipment	For 709.01 submit 3, 1-yard bars of each size and grade of bar furnished. For 709.02 submit 1 6-foot length for each size furnished
710	Fencing and Mesh Fabrics	As specified	As applicable	1 per shipment	–
711	Concrete Curing Material and Additives	As specified	As applicable	1 per material source per material type	–
712	Joint Material	As specified	As applicable	1 per shipment	–

Section	Description	Material	Material Property Or Specification	Certification Frequency	Sample Frequency
713	Roadside Improvement Material	As specified	As applicable	1 per shipment	–
714	Geosynthetic Material	As specified	As applicable	1 per shipment	1 per project per type
715	Piling	As specified	As applicable	1 per shipment	–
716	Material for Timber Structures	Timber and hardware	As applicable	1 per shipment	–
717	Structural Metal	As specified	As applicable	1 per shipment	For 717.01(e) minimum 6 per shipment for each size used. For 717.09 1 per project
718	Traffic Signing and Marking Material	As specified	As applicable	1 per shipment	–
719	Coating Material	As specified	As applicable	1 per batch\lot	1 sample for quantities > 25 gallons
720	Structural Wall and Stabilized Embankment Material	As specified	As applicable	1 per shipment per material type	–
721	Electrical and Illumination Material	As specified	As applicable	1 per shipment per material type	–
722	Anchor Material	As specified	As applicable	1 per shipment per material type	–
723	Dampproofing and Waterproofing Material	Asphalt materials used for damproofing and waterproofing concrete and masonry surfaces	As specified for each type of asphalt material	1 per shipment	–
724	Guardrail	As specified	As applicable	1 per shipment	–
725	Miscellaneous Material	As specified	As applicable	1 per shipment per material type	–

106.03(b) Production certification. Delete subsection (3) and substitute the following:

- (3) Substantiating evidence that the material conforms to the contract quality requirements, including the following:

- (a) Test results on material from the same lot and documentation of the inspection and testing system;
- (b) A statement from the manufacturer that the material complies with the contract; and
- (c) Manufacturer's signature or other means of demonstrating accountability for the certification.

Section 107. — LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.02(d) Utilities. Add the following:

There are no known utilities within the project right of way.

107.05 Responsibility for Damage Claims. Delete the first sentence of the third paragraph and substitute the following:

Before work starts, submit "*certificates of insurance*" certifying that the policies will not be changed or canceled until 30 days' written notice has been given to the Government.

107.08 Sanitation, Health, and Safety. Delete the first paragraph and substitute the following:

Follow the requirements of FAR Clause 52.236-13 Accident Prevention, Alternate 1. Submit an accident prevention plan.

107.10(a) Federal Water Pollution Control Act (Clean Water Act) 33 USC § 1251 et seq. Add the following:

(4) Do not ford running streams with construction equipment. Obtain approval from the CO to use temporary bridges or other structures whenever crossings are necessary.

(5) Locate machinery servicing and refueling areas away from streambanks, wetlands, shorelines, lakes, and reservoirs to reduce the possibility and minimize the impacts of accidental spills or discharges.

107.10(b) Oil and hazardous substances. Delete the third and fourth paragraphs and substitute the following:

Do not use equipment with leaking fluids. Repair equipment leaks immediately. Keep absorbent material manufactured for containment and cleanup of hazardous material on the job site. Sand and soils are not approved absorbent materials.

Notify the CO of hazardous spills. Report the spill to the appropriate federal, state, and local authorities as required by the SPCC plan or hazardous spill plan.

107.10(c) Dirt, plant, and foreign material. Add the following:

All vehicles and equipment entering the Park must be clean of noxious weeds and free from oil leaks and are subject to inspection. Thoroughly wash construction equipment, including the undercarriage and any surface where soil containing exotic seeds may exist. Allow the CO to inspect each piece of equipment before entering the Park. Provide the cleaning and inspection records to the CO.

107.10(d) Clearances for Contractor-selected, noncommercial areas. Add the following to the end of the first paragraph:

Use rock, sand, gravel, earth, subsoil, or other natural materials from a Contractor-selected non-commercial materials source that has been certified free of noxious weeds. Materials imported into the project limits which do not include a noxious weed free certification may be rejected and ordered to be removed from the project limits. The CO has the discretion of requesting inspection of certified materials by a third party and rejecting the use of the source if noxious weeds or seeds thereof are found to be present.

Add the following after Subsection (4):

(5) Any required certifications.

Add the following:

107.10(e) Project-specific commitments.

(1) Vegetation Protection and Coordination. Minimize disturbance to existing vegetation. Prior to any vegetation removal or disturbance, participate in:

(a) On-Site Consultation: Request and attend an on-site consultation with the CO to determine the specific limits of vegetation removal, relocation, trimming, and areas to be filled with aggregate.

(b) Protection of Features: Coordinate with the CO to identify and verify the location of marked trees and shrubs designated to be protected. Maintain these protections throughout all construction activities.

(c) Notice Requirements: Provide the CO a minimum of 14 calendar days (2 weeks) advance notice prior to beginning any clearing or vegetation disturbance activities.

(2) The Contractor staff and subcontractor staff to attend a Park orientation meeting prior to beginning work so they are aware of park rules protecting cultural and natural resources, how to recognize an archeological site (including historic trash), procedures for reporting possible archeological discoveries, and penalties for damaging cultural and natural resources. This requirement includes staff hired, and all staff reporting to the project at any point throughout the duration of the project. Record the first meeting for workers

coming on to the project after the initial training. Provide a participation log to the CO for all completed trainings.

107.11 Protection of Forests, Parks, and Public Lands. Add the following:

Comply with the fire prevention plan included in the Appendix. The CO will order the emergency suspension of operations when conditions are unsafe as determined by the CO and the land management agency.

Section 108. — PROSECUTION AND PROGRESS

108.01 Commencement, Prosecution, and Completion of Work. Delete this subsection and substitute the following:

A preconstruction conference will be held after the contract is awarded and before starting work. Seven days before the preconstruction conference, submit copies of the preliminary work plan according to Section 155.

Limit operations according to Sections 107 and 156.

Limit operations as follows:

(a) No on-site activities to occur prior to July 20, 2026.

(b) 110th Birthday of the National Park Service (August): No construction activities or lane closures permitted from noon on Tuesday, August 24, 2026, through 6:00 AM on Thursday, August 26, 2026.

(c) Annual Tour of the Moon (September): No construction activities or lane closures permitted from 8:00 AM on Friday, September 11, 2026, through 5:00 PM on Sunday, September 13, 2026.

(d) Constitution Day (September): No construction activities or lane closures from noon on Wednesday, September 16, 2026, through 6:00 AM on Friday, September 18, 2026.

(e) Theodore Roosevelt's Day (October): No construction activities or lane closures permitted from noon on Monday, October 26, 2026, through 6:00 AM on Wednesday, October 28, 2026.

(f) Rim Rock Marathon (November): No construction activities or lane closures permitted from 8:00 AM on Friday, October 30, 2026, through 6:00 AM on Monday, November 2, 2026.

Perform no work except to maintain traffic control devices, erosion control devices, the roadway driving surface, and to control dust during the listed holidays and surrounding days as shown in Table 108-2.

Table 108-2
Holidays and Surrounding Days

Holiday	Time	Remarks
Birthday of Martin Luther King, Jr.	Noon Friday to 6:00 a.m. Tuesday	—
Washington's Birthday	Noon Friday to 6:00 a.m. Tuesday	—
Memorial Day	Noon Friday to 6:00 a.m. Tuesday	—
Juneteenth National Independence Day	Noon June 18 to 6:00 a.m. June 20	If June 19 falls on a Saturday, do not work the preceding Friday. If June 19 falls on a Sunday, do not work the following Monday.
Independence Day	Noon July 3 to 6:00 a.m. July 5	If July 4 falls on a weekend, Friday, or Monday, do not work the weekend. If July 4 falls on a Saturday, do not work the preceding Friday. If July 4 falls on a Sunday, do not work the following Monday.
Labor Day	Noon Friday to 6:00 a.m. Tuesday	—
Columbus Day	Noon Friday to 6:00 a.m. Tuesday	—
Veterans Day	Noon November 10 to 6:00 a.m. November 12	If November 11 falls on a Saturday, do not work the preceding Friday. If November 11 falls on a Sunday, do not work the following Monday.
Thanksgiving Day	Noon Wednesday to 6:00 a.m. Monday	—
Christmas Day / New Year's Day	Noon December 23 to 6:00 a.m. January 2	If December 23 or January 1 falls on a Monday, do not work the adjacent weekend and do not work on December 23. If January 1 falls on a Friday, do not work the weekend.

Schedule at least 2 non-workdays out of every 14 days. The selected non-workdays do not need to be consecutive, but they must be scheduled. Notify the CO at least 2 weeks before changing the scheduled days off. The CO may grant written approval for exemptions to scheduled days off for specific project operations and for periods of limited duration.

Add the following:

The CO will issue the NTP before commencement of any work. The completion date is August 11, 2026.

108.03 Subcontracting. Delete the second paragraph and substitute the following:

Within 14 days of subcontract award, submit a completed SF 1413 and 1413S. Complete Part I for each Subcontractor, and include Part II when the Subcontractor performs on-site work. Complete other forms that may be required by the Government to show the work subcontracted and the total dollar amount of the subcontract. Submit the above required information for each Subcontractor at lower tiers.

108.04 Determination and Extension of Contract Time. Delete the first sentence.

108.04(c) Time extensions. 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 as provided within this Subsection.

108.05 Failure to Complete Work on Time. Delete the second and third paragraphs and substitute the following:

Liquidated damages in the amount specified in FAR Clause 52.211-12 Liquidated Damages — Construction will be assessed for each day beyond the time allowed to complete the contract until substantial completion of the work.

If a winter shutdown occurs during this period, liquidated damages in an amount equal to 10 percent of the amount shown in FAR Clause 52.211-12 Liquidated Damages — Construction will be assessed for each day until work resumes at which time full liquidated damages will be assessed.

Delete Table 108-1.

Section 109. — MEASUREMENT AND PAYMENT

109.01 Measurement of Work. Delete the sixth paragraph.

109.01 Measurement of Work. Delete the seventh paragraph and substitute the following:

Prepare, sign, and submit electronic measurement notes (item postings and supporting field documentation) using Masterworks. Unacceptable measurement notes will be electronically rejected and returned. Correct rejected measurement notes and resubmit electronically.

109.01 Measurement of Work. Delete the seventh paragraph and substitute the following:

Prepare, sign, and submit electronic measurement notes (item postings and supporting field documentation) using Masterworks. Assign measurement note quantities to the correct funding

source and account description for the work performed as designated in the plans. Unacceptable measurement notes will be electronically rejected and returned. Correct rejected measurement notes and resubmit electronically.

109.02(d)(1)(a) *Average end area method.* Delete this 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) Profit. Delete this Subsection and substitute the following:

(3) **Profit.** Include a reasonable profit, except when precluded by the FAR. Limit profit to 10 percent of the total cost. Due to the limited risk in post-work pricing, a lower profit percentage may be determined by a profit analysis according to FAR 15.404-9 Profit.

109.06(d) Cost or pricing data. Delete this Subsection and substitute the following:

(d) **Cost or pricing data.** When the contract modification exceeds the amount indicated in FAR Clause 52.214-27 Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding, FAR Clause 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data, or FAR Clause 52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications, and the CO has determined that an exception does not apply, submit cost or pricing data according to Subsection 109.06(b) or (c) as applicable and as defined in FAR Subpart 2.1 Definitions, for the Contractor and each major subcontractor. 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 Pricing of Adjustments. 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 may be made upon request 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) General. Delete the last sentence and substitute the following:

The CO may withhold partial progress payment according to Subsection 109.08(h) for failure to make satisfactory progress until a construction schedule or schedule update is approved.

109.08(b) Invoice requirements. Add the following:

Submit a separate statement documenting the total cumulative value for on-site work subcontracted to date as a percentage of the original contract amount.

109.08(c) Government's receiving report. Delete this Subsection and substitute the following:

The Government's receiving report will be developed using the measurements and quantities from Pay Notes received by the CO in Masterworks and determined acceptable.

109.08(d) Closing date and invoice submittal date. Add the following:

No closing dates will be permitted from September 1 to October 5. Do not submit invoices between September 1 and October 5.

109.08(e)(1) Proper invoices. Delete this Subsection and substitute the following:

(1) Invoices received by the 7th day following the closing date.

(a) Proper invoices. If the invoice meets the requirements of Subsection 109.08(b), and the quantities and unit prices shown on the Contractor's invoice agree with the corresponding quantities and unit prices shown on the Government's receiving report, the invoice will be paid.

(b) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(b), or if any of the quantities or unit prices shown on the Contractor's invoice exceed the corresponding quantities and unit prices shown on the Government's receiving report, the invoice will be deemed defective, and the Contractor so notified according to FAR Clause 52.232-27(a)(2). Defective invoices will not be corrected by the Government and will be returned to the Contractor within 7 days after the Government's designated billing office receives the invoice.

Revise and resubmit returned invoices by the 18th day following the closing date. The CO will evaluate the revised invoice. If the invoice is deemed proper, it will be forwarded for processing within 7 days of receipt. If the invoice still does not meet the requirements of Subsection 109.08(b), the Contractor will be so notified according to FAR Clause 52.232-27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the revised invoice meets the requirements of Subsection 109.08(b), but still has quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Government's receiving report, the Government's data for that item or work will be used. The Contractor's invoice, as revised by the Government's receiving report, will be forwarded for processing by the 23rd day following the closing date. The Contractor will be notified by the 23rd day following the closing date of the reasons for any changes to the invoice.

109.08(e)(2) Defective invoices. Delete this Subsection and substitute the following:

(2) Invoices received between the 8th and 16th day following the closing date.

(a) Proper invoices. If the invoice meets the requirements of Subsection 109.08(b), and the quantities and unit prices shown on the Contractor's invoice agree with the corresponding quantities and unit prices shown on the CO's receiving report, the invoice will be deemed proper and forwarded for processing within 7 days of receipt.

(b) Defective invoices. If the invoice does not meet the requirements of Subsection 109.08(b), the invoice will be deemed defective, the Contractor so notified according to FAR Clause 52.232-27(a)(2), and no progress payment will be made that month. Correct the deficiencies and resubmit the invoice the following month.

If the invoice meets the requirements of Subsection 109.08(b) but has quantities or unit prices exceeding the corresponding quantities and unit prices shown on the Government's receiving report, the Government's data for that item of work will be used. The Contractor's invoice, as revised by the Government's receiving report, will be forwarded for processing within 7 days of the Government's receipt of the invoice. The Contractor will be notified of the reasons for any changes to the invoice.

109.08(f) Partial payments. Delete this Subsection and substitute the following:

(f) Partial payments. Progress payments may include partial payment for material to be incorporated in the work according to FAR Clause 52.232-5(b)(2), provided the material meets the requirements of the contract and is delivered on, or in the vicinity of, the project site or stored in acceptable storage places.

Partial payments for stockpiled manufactured material (aggregates) will be based on Contractor process control test results. If test results show the material to be out-of-specification, or in "reject" where statistical evaluation procedures are used, no payment for stockpiled materials will be made.

Partial payment for material does not constitute acceptance of such material for use in completing items of work. Partial payments will not be made for living or perishable material until incorporated into the project.

Individual and cumulative partial payments for preparatory work and material will not exceed the lesser of:

- (1) 80 percent of the contract bid price for the item; or
- (2) 100 percent of amount supported by copies of invoices submitted.

The quantity paid will not exceed the corresponding quantity estimated in the contract. The CO may adjust partial payments as necessary to protect the Government.

Section 152. — CONSTRUCTION SURVEY AND STAKING

Construction Requirements

152.04 General. Add the following to the fifth paragraph:

No horizontal or vertical control information will be furnished.

Section 153. — CONTRACTOR QUALITY CONTROL

Description

153.01 Add the following:

This work also consists of using Masterworks to prepare electronic CDRs and measurement notes (pay notes and supporting field documentation), including entering labor, equipment, subcontractors, and inspection records into the system.

Construction Requirements

153.03(b) QC procedures. Add the following to Subsection (3):

List the material to be tested by pay item, tests to be conducted, the location of sampling, and the frequency of testing.

153.03 Quality Control Plan. Add the following after Subsection (c):

(d) Subcontractors and suppliers. Include the work of all subcontractors. If a subcontractor is to perform work under this Section, explain how the subcontractor's inspection plan will interface with the Prime Contractor first tier subcontractors and lower tier subcontractors and organizations, and the CO. Include the work of major suppliers and suppliers of structural and geotechnical services and materials.

153.03 Quality Control Plan. Add the following:

Modifications or additions may be required to any part of the plan that is not adequately covered. Acceptance of the quality control plan will be based on the inclusion of the required information. Acceptance does not imply any warranty by the Government that the plan will result in consistent contract compliance. It remains the responsibility of the Contractor to demonstrate such compliance.

153.04 Quality Control Manager. Delete the second sentence and substitute the following:

The QCM may manage or superintend the project. Do not assign the QCM manual labor or equipment operation duties.

153.05 Certifications and Submittals. Delete this Subsection and substitute the following:

For materials or work accepted by certification according to Subsection 106.03, review all certifications to ensure compliance with the requirements of the contract before incorporating materials into the work and provide a signed copy of the reviewed certification to the CO. According to FAR Subpart 46.407, materials or work without proper certification will be rejected in writing, and payment for such material or work will be withheld until proper certification has been provided to the CO.

153.06 Prosecution of Work. Delete this Subsection and substitute the following:

Address each of the subjects shown for each phase of construction:

(a) Preparatory phase.

- (1) In a preparatory phase meeting, review the contract requirements for the work; the process for constructing the work; and the plan for inspecting, testing, measuring, and reporting the work. Include the project superintendent, QCM, work foreperson, and the CO in the meeting. Schedule and conduct a preparatory meeting for each type of work to be performed at least one week prior to beginning the work.
- (2) Review and coordinate certifications, submittals, plans, drawings, and permits.
- (3) Verify the capabilities of equipment, material, and personnel. Provide training as necessary.
- (4) Establish a detailed testing schedule based on the production schedule.
- (5) Ensure preparatory testing and inspection is accomplished.
- (6) Review accuracy of the surveying and staking.

(b) Start-up phase.

- (1) In a start-up phase meeting, review the contract requirements and the processes for constructing the work with the personnel who will be performing the work. Invite the CO, project superintendent, QCM, testers, and inspectors of the work being performed, and the personnel directly supervising and performing the work. Review the planned testing, inspection, and reporting requirements with the quality control personnel responsible for the testing and inspection. Explain the reporting procedures to be used if defective work is identified. Conduct a start-up meeting for each type of work to be performed upon beginning the work.
- (2) Inspect, test, and report start-up work according to the QCP and ensure the work conforms to the contract.

(c) Production phase.

- (1) Inspect, test, and report according to the QCP and evaluate the acceptability of the work produced.
- (2) Identify and correct deficiencies.
- (3) Request Government inspection.
- (4) Provide feedback on processes and deficiencies. Identify root causes of deficiencies and make timely and effective changes to work processes to prevent repeated deficiencies.

153.07 Sampling and Testing. Delete this Subsection and substitute the following:

Perform sampling and testing according to the approved QCP. As a minimum perform process control testing according to the Sampling, Testing, and Acceptance Requirements tables at the end of each Section where applicable. Where no minimums are specified, submit proposed tests to be performed and the proposed sampling and testing frequencies.

(a) Sample splitting. Schedules and times or locations for obtaining on-site split samples for Government use will be provided by the CO using a procedure for random sampling. Sample any material that appears defective or inconsistent with similar material being produced, unless such material is voluntarily removed and replaced or otherwise corrected according to Subsection 106.01

(b) Testing. Provide a laboratory equipped with all test equipment necessary to satisfy the requirements of the contract. Ensure test equipment has been checked, calibrated, standardized, and otherwise verified according to AASHTO and ASTM standards by an individual qualified to perform the work. Perform an equipment inspection after the laboratory has been moved to its permanent location on the project site, and anytime it is moved thereafter. Inspect equipment within 45 days of actual use for project testing, and at least once a year thereafter. Do not use equipment that has not been inspected or is found to be deficient. Mark deficient equipment and take it out-of-service until repaired or replaced and shown by subsequent inspection to perform as required. Maintain records documenting laboratory equipment inspections. Provide certification stating the equipment conforms to testing requirements and provide evidence of current inspection. Keep laboratory facilities clean and maintain equipment in proper working condition. Allow the CO unrestricted access to the laboratory for inspection and review.

The CO may require a demonstration of proficiency in sampling and testing capabilities. One or more proficiency samples may be provided by the Government to verify basic qualifications. Provide the results of the proficiency samples to the CO within 48 hours of receipt of the material.

153.08 Records and Control Charts. Delete the first sentence and substitute the following:

Maintain complete testing and inspection records by pay item number and make them accessible to the CO.

(a) QC and construction operations reports. Delete this Subsection and substitute the following:

(a) QC and construction operations reports. For each day of the contract, prepare a CDR using Masterworks. Enter initial data for Labor/Equipment and Subcontractors before beginning any work. Maintain and update the Labor/Equipment and Subcontractors data to reflect ongoing changes as they occur. Report operations or items of work separately, with manpower and equipment assigned to each operation separately. Detail inspection results, including deficiencies observed and corrective actions taken. Complete a CDR for each contractor and subcontractor working that day.

When submitting test results on material being incorporated into the work, report test results within the reporting times indicated in the sampling and testing requirements at the end of each Section.

Enter the following data into Masterworks:

(1) Subcontractor data.

(2) Labor/Equipment.

(a) All manpower and equipment, including contractor and subcontractors. Complete all data fields.

(b) Labor: Type/classification, move-in date, move-out date, hourly rate, the contractor or subcontractor, and name.

(c) Equipment: Type/classification, move-in date, move-out date, make, model, and year of equipment manufacture.

Certify all CDRs using the following statement:

"I certify that the information contained in this record is accurate and that work documented herein complies with the contract. Exceptions to this certification are documented as a part of this record."

Submit certified CDRs that have been signed by a person who has both responsibility for the inspection system and signature authority.

Submit the record and certification within 24 hours of the work being performed. If the CDR is incomplete, in error, or otherwise misleading, the CDR will be rejected and returned within Masterworks with corrections noted. Correct rejected CDRs and resubmit the revised CDR within 24 hours. If chronic errors or omissions occur, correct the procedures by which the records are produced.

153.09 Acceptance. Add the following:

The Government may charge to the Contractor the cost of any additional inspections required when the work being inspected is found not to comply with contract requirements during the initial inspection. Work stop orders, due to recurring deficiencies of work required by this Section, will be rescinded after the Contractor demonstrates to the CO that changes were made to the quality control plan and system which resulted in the correction of those deficiencies. There will be no adjustment in the contract time, or payments to the Contractor for any impacts, delays, or other costs due to any periods of work stoppage resulting from failure to comply with the requirements of this Section.

CDRs will be evaluated under Subsection 106.02.

Payment

153.11 Add the following:

Progress payments for Contractor quality control by the lump sum will be paid as follows:

(a) 25 percent of the pay item amount, no more than 0.5 percent of the original contract amount, will be paid after the Contractor quality control plan is accepted; all testing facilities are in place; qualified quality control supervisor, inspection, and sampling and testing personnel are in position to provide quality control activities; and the work being inspected or tested has started.

(b) 65 percent of the pay item amount will be prorated for payment based on the completed portion of the total work not including the original 25 percent completed under (a) above.

(c) The remaining portion of the pay item amount will be paid when all inspections, test results, submittals, and reports are complete and accepted.

Section 154. — CONTRACTOR SAMPLING AND TESTING

Construction Requirements

154.03 Sampling. Add the following:

Perform the initial curing of all concrete test cylinders. Provide for transporting the Government verification cylinders to the FHWA-Central Federal Lands Highway Division (CFLHD) Laboratory unless other testing facilities are approved.

Label each concrete mold with the name and number of the project, the cylinder number, date molded, location of the sample, and the test age (7, 14, or 28 days). Label the mold after casting and the cylinder after stripping to ensure the sample can be identified throughout the entire curing process.

Provide the required cylinder molds.

Section 155. — SCHEDULES FOR CONSTRUCTION CONTRACTS

Construction Requirements

155.05 Baseline Construction Schedule. Add the following:

Include activities for permit review and approval. Refer to the permitting agencies to determine an appropriate duration for permit application review, permit approval, and distribution of permits.

155.06(d)(1) Delete Subsection (f) and substitute the following:

(f) Revised construction activities affected by impacts addressed with an approved time impact analysis. Include a revised completion date for the total work.

Section 156. — PUBLIC TRAFFIC

Construction Requirements

156.04 Maintaining Roadways During Work. Add the following to Subsection (a):

Do not construct temporary traffic diversions outside of the clearing limits or use alternate route detours without approval.

156.06 Limitations on Construction Operations. Delete Subsection (a) and substitute the following:

(a) Limit construction-caused delays to public traffic to no more than 30 minutes per passage through the project, except during the following periods when traffic must be allowed to pass through the construction without delay:

Monday through Friday: 6:00 a.m. through 9:00 a.m. and 3:30 p.m. through 6:00 p.m.

Weekends: From 6:00 p.m. Friday through 6:00 a.m. Monday.

During the above times, allow traffic to pass through the construction without delay.

156.06 Limitations on Construction Operations. Delete the first sentence of Subsection (d) and substitute the following:

For alternate one-way traffic control, provide a minimum lane width of 10 feet. For two-way traffic, provide a minimum roadway width of 22 feet.

156.08 Traffic Control Supervisor. 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 157. — SOIL EROSION AND SEDIMENT CONTROL

Construction Requirements

157.04 General. Delete this Subsection and substitute the following:

Provide and implement a site-specific soil erosion and sediment control plan coordinated with the Contractor's operations. Develop a soil erosion and sediment control plan to include necessary measures to minimize erosion and keep eroded soil particles from leaving the construction site. Submit the soil erosion and sediment control plan to the CO at or before the preconstruction conference. Allow 30 days for CO review and approval.

Contract permits amend the requirements of this Section. Do not modify the type, size, or location of controls or practices without approval.

If soil erosion and sediment control measures are not functioning as intended, take corrective action to eliminate or minimize pollutants in stormwater discharges from the project.

Do not import wood chips without approval.

Provide certified weed free devices.

Do not use monofilament plastic for erosion or sediment control products.

Section 203. — REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Construction Requirements

203.04 Salvaging Material. Add the following:

Salvage, transport, and unload signs and posts to the Park's Material Yard to the Colorado National Monument (COLM) Boneyard.

Additionally, salvage and transport existing concrete barriers to the following locations in the quantities designated in the plans:

- COLM Boneyard: Deliver and unload barriers as directed.
- Curecanti National Recreation Area (CURE): Deliver barriers to the CURE Boneyard at Elk Creek (38.461434, -107.168880). Include all loading, hauling, and transporting required for delivery to Park Staff. CURE Park Staff will provide the necessary equipment to unload the barriers upon arrival. Provide the CO at least two (2) business days' notice prior to all deliveries.

Section 302. — CRUSHED AGGREGATE

302.06 Acceptance. Add the following to the second paragraph:

Sample material at the frequency shown in Table 302-1. Materials that do not meet the approved certification will be considered unacceptable.

Delete Table 302-1 and substitute the following:

Table 302-1 Sampling, Testing, and Acceptance Requirements

Material or Product	Type of Acceptance (Subsection)	Characteristic	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Production							
Crushed aggregate ⁽¹⁾	Measured & tested for conformance (106.04)	Moisture-density	AASHTO T 180, Method D ⁽³⁾	1 per aggregate supplied	Production output or stockpile	Yes	Before using in work
		Gradation ⁽²⁾	AASHTO T 11 & T 27	1 per 500 tons	From the windrow or roadbed after processing	Yes	Before placing next layer
		Density	AASHTO T 310 or other approved procedures	1 per 500 tons	In-place after compaction	No	Before placing next lift
Crushed aggregate	Process control (153.03)	Moisture content (in-place)	AASHTO T 310 or other approved procedures	1 per 500 tons	In-place after compaction	No	Before placement of next lift or as requested
Finished Product							
Crushed aggregate	Measured & tested for conformance (106.04)	Surface tolerance & grade	Subsection 301.06	Determined by the CO	Surface of final course	No	Before placement of next layer or as requested

(1) Sampling and testing required for roadway aggregate.

(2) Use only sieves indicated for the specified gradation.

(3) At least 5 points per proctor.

Section 563. — COATING**Description****563.01** Add the following:

This work also consists of finishing surfaces with a reactive colorant to produce a natural weathered appearance.

Material**563.02** Add the following:

Weathering agent

725.21

Construction Requirements**563.06 Protection of Public, Property, and Workers.** Add the following:

Comply with all applicable federal, state, and local regulations. Furnish material SDS for all cleaning and staining products.

563.12A Weathering Agents. (Added Subsection).

Apply weathering agent to the required galvanized surfaces at the manufacturer's facility. After application, cure the treated guardrail materials to develop the full coloration according to the manufacturer's recommendations.

Repair damages or discoloration to the final finish by field applying weathering agent according to the manufacturer's recommendations.

563.13 Acceptance. Add the following:

Reactive colorant finishes will be evaluated under Subsection 106.02.

Section 617. — GUARDRAIL**Construction Requirements****617.04 General.** Add the following:

Provide tangent terminals meeting MASH Test Level 2.

617.04 General. Add the following:

Treat all galvanized material for guardrail systems with a weathering agent according to Section 563.

617.11 Acceptance. Add the following:

Coating will be evaluated under Section 563.

Section 623. — GENERAL LABOR

Construction Requirements

623.02 General. Delete the first paragraph and substitute the following:

The CO will order in writing labor and specialized labor, excluding biological and archeological services, to complete work and services on the project. Provide competent workers to perform the work.

Section 633. — PERMANENT TRAFFIC CONTROL

Construction Requirements

633.04 Sign Posts. Add the following:

Paint newly installed wooden sign wood posts brown using the following color mix paint formula (quantities shown per gallon). Provide a sample of paint to the CO for approval. Allow 14 days for the CO to review and approve.

Colorant	Ounces	Shots	1/8 Shots
BZ	8	13	2
IZ	5	17	5
KXZ	1	39	5
VZ	1	1	

633.05 Sign Panels. Add the following:

Paint rear panels of newly installed signs brown using the following color mix paint formula (quantities shown per gallon). Provide a sample of paint to the CO for approval. Allow 14 days for the CO to review and approve.

Colorant	Ounces	Shots	1/8 Shots
BZ	8	13	2
IZ	5	17	5
KXZ	1	39	5
VZ	1	1	

Measurement**633.11** Add the following:

Do not measure painting of sign backs and signposts for payment. Paint is not paid separately from the sign systems.

Section 703. — AGGREGATE**703.06 Crushed Aggregate.** Add the following:

When aggregate is used as a surface course, provide an aggregate with a gradation and plasticity index (AASHTO T 90) conforming to Table 703-2a.

Table 703-2a
Surface Course Gradation and Plasticity Index

Sieve Size	Percent by Mass Passing Designated Sieve (AASHTO T 27 & T 11)
¾ inch	100
No. 4	41 to 71
No. 40	12 to 28
No. 200	9 to 16
Plasticity Index (PI)	4 to 12

703.07 Asphalt Concrete Aggregate. Delete this Subsection and substitute the following:

703.07 Asphalt Concrete Aggregate. Provide hard, durable particles or fragments of crushed stone, crushed slag, or crushed gravel conforming to the following:

- (a) Los Angeles abrasion, AASHTO T 96 35 percent maximum
- (b) Soundness of aggregate using sodium sulfate, AASHTO T 104 (5 cycles):
 - (1) Coarse aggregate 12 percent loss maximum
 - (2) Fine aggregate 12 percent loss maximum
- (c) Fractured faces, AASHTO T 335 (one or more) 90 percent minimum
- (d) Fine aggregate angularity, AASHTO T 304, Method A 40.0 percent minimum
- (e) Flat and elongated particles, ASTM D4791 (1:5 ratio, plus 10 percent maximum
⅜-inch sieve, calculated by mass, weighted average)

(f) Sand equivalent, AASHTO T 176, Alternative Method 45 minimum
No. 2, Reference Method

(g) Gradation See Table 703-3

For the surface course, do not use aggregates known to polish or carbonate aggregates containing less than 25 percent by mass of insoluble residue when tested according to ASTM D3042.

Table 703-3
Asphalt Concrete Aggregate Gradation

Sieve Size	Nominal Maximum Aggregate Size – Percent Passing ⁽¹⁾									
	Grading Designation ⁽²⁾									
	1 inch		¾ inch		½ inch		⅜ inch		No. 4	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1½ in	100	—	—	—	—	—	—	—	—	—
1 in	90	100	100	—	—	—	—	—	—	—
¾ in	—	90	90	100	100	—	—	—	—	—
½ in	—	—	—	90	90	100	100	—	—	—
⅜ in	—	—	—	—	—	90	90	100	100	—
No. 4	—	—	—	—	—	—	—	90	95	100
No. 8	19	45	23	49	28	58	32	67	70	80
No. 16	—	—	—	—	—	—	—	—	—	—
No. 30	—	—	—	—	—	—	—	—	—	—
No. 50	—	—	—	—	—	—	—	—	—	—
No. 200	1.0	7.0	2.0	8.0	2.0	10.0	2.0	10.0	4.0	10.0

(1) Size, grade and combine the aggregate fractions in mix proportions that result in a composite blend conforming to the specified gradation. Nominal maximum size is one sieve size greater than the first sieve to retain more than 10 percent of the combined aggregate. Test according to AASHTO T 27 and AASHTO T 11

(2) Contractor specified target values. Provide target values for all sieves designated in [Table 703-3](#). See [Table 703-2](#) for allowable deviations.

(2) Contractor specified target values. Provide target values for all sieves designated in [Table 703-3](#). See [Table 703-2](#) for allowable deviations.

703.09 Chip Seal Aggregate. Delete Subsection (c) and substitute the following:

- (c) Flat and elongated particles, ASTM D4791 (1:3 ratio, plus 10 percent maximum
3/8-inch sieve, calculated by mass, weighted average)

Section 724. — GUARDRAIL

724.04 Guardrail Hardware. Delete the third paragraph and substitute the following:

Provide steel retroreflective tabs as shown in the plans. Provide retroreflective sheeting conforming to ASTM D4956 Type IV.

Section 725. — MISCELLANEOUS MATERIAL

725.21 Weathering Agent. (Added Subsection).

Provide a weathering agent that colors rock, cementitious, and galvanized surfaces to a brownish earth tone.

Submit products meeting the following characteristics for approval:

- (a) Non-toxic product that accelerates oxidation to create a permanent natural color and look that can be customized to match the existing natural tones and colors into the surrounding environment;
- (b) Contains chemical components that have no adverse reactions or effects on soils, plants, and animals;
- (c) Does not contain corrosive by-products once the product has been applied;
- (d) Does not alter or damage galvanization layer on galvanized steel; and
- (e) Does not contain pigments.

Natina® products are acceptable for coloring rock surfaces; cementitious surfaces; and galvanized surfaces. Identification by brand name is intended to be descriptive, not restrictive, and is intended to indicate the quality and characteristics of products that will be satisfactory.

APPENDIX A – FIRE PLAN

Construction Activities

The Contractor will be responsible for the cost of suppressing all fires caused by their operations, and for all damage to any property of the National Park Service (NPS) or third parties. The NPS reserves the right to participate in extinguishing any fires caused by the Contractor's operations and the Contractor will reimburse the NPS and any participating local, state, or federal agencies for the cost of all suppression activities ordered or directed by the NPS. The following requirements are a part of this solicitation and any resultant contract. During periods of contract performance, requirements outlined in this Fire Plan must always be met.

Fire Prevention

1. Execution of Fire Plan

- a. Designate a fire plan representative who will be responsible for executing and carrying out the fire plan requirements.
- b. Include the fire plan requirements in all subcontracts.
- c. Assure that all contract employees are informed of the existence and conditions of the fire plan requirements.
- d. Any NPS personnel involved will, in all cases, coordinate through the Contracting Officer (CO) except in cases of emergency or Park closure.

2. Fire Guard

- a. Designate at least one representative to train and supervise each work crew in fire prevention and detection. The fire guard will perform guard duties during operating hours. The fire guard may perform contract work in conjunction with the fire guard's duties.

3. Compliance Inspection

- a. Fire plan representative will make daily inspections to ensure that terms of this Fire Plan are met at all times.
- b. NPS staff may also conduct inspections to ensure compliance with fire plan Requirements.
- c. Should any deficiencies appear during inspections, the deficiencies must be corrected within 24 hours. Activities with the potential to start fires will be halted until the deficiencies are corrected and the corrections approved by the CO.

4. Spark Arresters and Mufflers

- a. Passenger-carrying vehicles, pickups, medium and large highway trucks (80,000 GVW) will be equipped with a factory designed muffler system which is specified for the make and model of the respective vehicle/truck or with a muffler system that is equivalent or that exceeds factory specifications.
- b. Exhaust systems shall be properly installed and continually maintained in serviceable condition.
- c. Operating or using any internal combustion engine, on any timber-, brush-, or grass-covered land, including trails and roads traversing such land, without a spark arrester, maintained in effective working order, meeting either (I) Department of Agriculture, Forest Service standard 5100, "SPARK ARRESTERS FOR INTERNAL COMBUSTION ENGINES," (current edition); or (II) the Society of Automotive Engineers (SAE) recommended practices J335, "MULTIPOSITION SMALL ENGINE EXHAUST SYSTEM FIRE IGNITION SUPPRESSION," (current revision) and J350, 36 CFR 261.52(j), is prohibited.

5. Smoking

- a. Smoking is prohibited except inside a building, developed recreation site, vehicle, or while seated in an area at least three feet in diameter that is barren or cleared of all flammable materials. 36 CFR 261.52(d).

6. Warming Fires

- a. The building of camp, lunch, warming, and other fires within the park is prohibited, except at established campgrounds where fire grates are supplied.

Fire Preparedness

1. Preparedness Levels and Unsafe Conditions

- a. The CO will notify the Contractor of any changes to fire preparedness level. During level three (III) through five (V) the Contractor will provide at least 24 hours' notice of all high-risk activities (welding, etc.) to the CO.
- a. The CO will order the suspension of operations when conditions are unsafe as determined by the CO and the land management agency.

2. Fire Watch

- a. Provide a fire watch during all high-risk activities, such as welding. The fire watch cannot perform any other contract work in conjunction with the fire watch duties. The fire watch will last for a minimum of one (1) hour after all high-risk activities are completed. The fire watch must be performed by the fireguard and this person will be equipped with at a minimum, in addition to a vehicle fire extinguisher: A round-pointed size 0 or larger shovel and a 3 to 5 gallon backpack pump filled with water.

3. Equipment Requirements

- a. All gasoline and diesel equipment, except turbocharged, used on the project must be equipped with spark arresters approved in the Spark Arrester Guide, USDA Forest Service, current edition.
- b. All internal combustion engines must be safe and in good working condition.
- c. Equipment service areas and gas and oil storage areas must be clear of brush, litter, debris and grass for a radius of at least 50 feet. Provide a class ABC pressurized chemical fire extinguisher of not less than 15-pound capacity by weight at each area. No smoking will be permitted in such areas.
- d. While in use, each internal combustion engine including tractors, trucks, yarders, loaders, welders, generators, stationary engines, or comparable powered equipment shall be provided with at least the following, which shall be maintained in good working order:
 - i. One fire extinguisher, at least 8# ABC with an Underwriters Laboratory (UL) rating of 3A-40BC, or greater.
 - ii. One shovel, sharp, size 0 or larger, round-pointed with an overall length of at least 48 inches.
 - iii. One axe, sharp, double bit 3-1/2#, or one sharp pulaski.

4. Equipment or Activities with Specific Requirements

- a. Power Saws
 - i. Power saws will be kept in a safe and serviceable condition at all times. Each power saw must be equipped with an approved spark arrester / muffler system meeting the SAE J-335b standard.
 - ii. The fire extinguisher shall be with the power saw operator immediately available for use at all times. The extinguisher shall not be affixed to the saw. The shovel shall always be readily available to the operator of the saw.

Having the shovel with the gas can used to refuel the saw may be considered "readily available" if not more than 100 feet from the saw. During periods of critical fire danger, the National Park Service may prescribe other precautionary measures.

- iii. The refueling of power saws will be done on pavement, gravel, bare dirt, or mineral soil and the saw must be moved at least 10 feet from the point of refueling to another barren spot before being started.
- iv. Power saws with warm or hot spark arresters / mufflers (running or not) must avoid being placed or rested on sawdust piles, litter duff, stumps, or spots that are easily ignited.
- b. Welding
 - i. Unless otherwise directed in writing by the National Park Service, welding shall occur only in places where flammable material is absent within 10 feet around any piece of equipment being welded.
- c. Blasting
 - i. Blasting is prohibited except by written agreement. Such written agreement shall set forth necessary fire prevention requirements.
 - ii. During Fire Precautionary periods, blasting shall be permitted as follows:
 - 1. When the predicted condition class reaches 3 (High), a watchman shall patrol the blasting area for at least one (1) hour following blasting. The watchman shall have available for immediate use a standard fire shovel and a five (5) gallon water filled backpack pump.
 - 2. When the predicted condition class reaches 4 (Very High), blasting shall be restricted to clear areas and terminated by 11:00 a.m. local time.
 - 3. All blasting operations shall be terminated when the predicted fire danger reaches EXTREME.

Fire Suppression

1. Reporting Fires

- a. In case of fire, call 911, give exact location and description.
- b. All fires must be reported to Park Dispatch (via 911) as soon as possible. Even if the fire has been suppressed by the Contractor's crew, this report is required.

2. Fire Toolbox

- a. During contract performance, furnish and maintain, at no additional cost, one fire toolbox at a central location, as long as it is within 1 mile of the location where work is currently being performed. The fire toolbox is to be relocated as the work progresses. Additional toolboxes will be necessary if multiple locations are in progress.
- b. Equipment contained in fire toolboxes is for the sole purpose of firefighting and is to be maintained with tools in good condition.
 - i. 5 long-handle shovels (round point size No. 1)
 - ii. 3 pulaskis with sheaths
 - iii. 5 one-gallon canteens filled with water
 - iv. 2 five-gallon backpack pumps filled with water
 - v. 5 McLeod tools

Violations

1. Violations of the smoking regulation (36 CFR 261.52) and fire plan requirement will result in criminal action against the violator. Advise all employees of this regulation.
2. Violation or significant deficiencies of the fire plan requirements will result in immediate suspension of operations until the deficiency or violation is corrected. Repetitive violations will be grounds for default termination.