

#### **VIRGINIA RAILWAY EXPRESS**

#### ADDENDUM OF SOLICITATION

## **INVITATION FOR BIDS (IFB)**

#### **ADDENDUM NO. 1**

**Issued: June 13, 2025** 

IFB No.: 025-012 Title: Manassas Park Station Parking Lot Milling and Paving

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This addendum is hereby incorporated into the solicitation documents of the above referenced IFB. The following items are clarifications, corrections, additions, deletions and/or revisions to the IFB, which shall take precedence over the original documents. *Bold and Italics* indicates additions while deletions are indicated by strikethrough. Bidders must acknowledge receipt of this addendum by returning a signed original with your Bid.

### **DESCRIPTION OF ADDENDUM**

The above numbered solicitation is amended as follows:

#### 1. REVISIONS TO TECHNICAL SPECIFICATIONS

A. Note the following revision to Specification Section 01 20 00, "Measurement and Payment" Section 1.04- Bid Measurements, Paragraph A2:

#### **REVISED ITEM A2:**

- 2. Area of Full Depth Reconstruction (Estimated): 866 Square Feet Yards
- B. Note the following revisions to Specification Section 32 12 16, "Asphalt Concrete Paving" Section 3.02- Placement of Surface Course, Paragraph A:

#### **REVISED ITEM A:**

- A. Following milling of existing asphalt, a layer of surface course of asphalt shall be installed. A compacted SM-9.5A mix shall be placed in accordance with 2020 VDOT Road and Bridge Specifications, as amended, to an approximate depth of 2" to match *top of existing gutter elevation*-the existing grade.
- C. Note the following deletion to Specification Section 32 12 16, "Asphalt Concrete Paving" Section 3.02- Placement of Surface Course, Paragraph D:

#### **DELETE ITEM D:**

- D. Curb replacements shall be constructed to match adjacent and existing curb details. All curb replacements shall be priced per each lineal foot of replacement.
- D. Note the following addition to Specification Section 32 12 16, "Asphalt Concrete Paving" Section 3.10- Curb Replacement:

#### **REVISION: ADD ITEM 3.10 CURB REPLACEMENT:**

- A. All curb replacements shall be priced per lineal foot of replacement.
- B. Curb replacements shall be constructed per <u>ATTACHMENT J- VDOT CG-6</u> <u>SPECIFICATION</u> and shall be substantially similar in dimension and construction to adjacent curbs. Installation shall include placement of stone aggregate per Section 2.01 above and compacted sufficiently to support the curb to provide for solid subgrade.
- C. Curb replacements may be performed independently and separate from paving activities given the following conditions are met by the Contractor:
  - i. Contractor alerts VRE's Project Manager of the time, location, duration, and number of car stalls to be closed for the means of access control and MOT within forty-eight (48) hours of planned closure.
  - ii. Contractor re-opens the affected parking stalls within seventy-two (72) hours of closure of the parking stalls.
- iii. Contractor assumes all responsibility for damage to adjacent vehicles.
- iv. Contractor is responsible for closure of parking stalls including any signage, cones, "roping off", etc.
- E. Note the following revisions to Specification Section 01 73 00, "Execution of Work" Section 3.06- Environmental, add Paragraph E:
  - E. The Contractor shall protect, maintain, and/or replace any BMPs placed by others including, but not limited to, silt fences and inlet protections, during and immediately after the completion of the Work. All BMPs shall be assumed to be in good, acceptable, working condition by those who installed them unless otherwise documented by the Contractor, in writing to VRE's Project Manager, prior to the start of the Work.

#### 2. INVITATION FOR BIDS -TABLE OF CONTENTS

A. Note the following revisions to the Table of Contents:

#### **REVISED**

DELETE Attachment G1- Bid Form and replace with *Attachment G1- Bid Form Revised: Addendum No. 1* 

#### **REVISION**

ADD: Attachment J – VDOT CG-6 Specification

ADD: Attachment K – Arrow Location Diagram

#### 3. INVITATION FOR BIDS, PART IV- SPECIAL PROVISIONS

A. Note the following addition to IFB Part IV- Special Provisions:

## 02. <u>BUY AMERICA (BA) AND BUILD AMERICA, BUY AMERICA (BABA) ACTS</u> REQUIREMENTS

- A. The Bidder/Offeror acknowledges that the provisions of the Buy America (BA) and Build America, Buy America (BABA) Acts apply to any and all portions of this project, including subcontracted work. The Bidder/Offeror agrees to provide sufficient documentation to VRE upon request that:
  - 1. Identifies all BA and BABA-covered products to be included in the project;
  - 2. Identifies domestic sources of all BA and BABA-covered products to be included in the project; and verifies compliance with BA and BABA requirements; and
  - 3. Identifies any products to be included in the project for which the Bidder/Offeror claims that waivers apply and demonstrates how such waivers comply with Federal guidelines.
- B. Identification of Products: In accordance with the terms and conditions of this solicitation as well as 49 U.S.C. § 5323(j), 49 C.F.R. Part 661, the provisions of Public Law No. 117-58, Title IX- Build America, Buy America ("Infrastructure Investment and Jobs Act") and, the Buy America and Build America, Buy America Acts, the Bidder/Offeror agrees that its Bid/Proposal reflects its best, good faith effort to identify domestic sources for all required products.

This includes ensuring that American-made products, for all required products contained in the bid/proposal solicitation, are proposed where available and consistent with the project schedule and deadlines as prescribed in or required by the bid/solicitation.

- C. Verification of U.S. Production: The Bidder/Offeror further agrees that all required products to be included in the project are American-made, unless the Bidder/Offeror has obtained an approved waiver or sufficiently documented compliance with a statutory waiver. If awarded the Contract, the Bidder/Offeror agrees to provide to VRE reasonable, sufficient, and timely verification of the U.S. production of each identified product.
  - 1. The Bidder/Offeror is strongly encouraged to follow a step certification process. This process requires that each handler (supplier, fabricator, manufacturer, processor, etc.) of the products certifies that their step in the process was domestically performed and provides a letter of certification from each

supplier/fabricator upon transfer of the intermediate product. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of materials.

- D. Documentation Regarding Non-American-made Products (Waiver Requests): The Bidder/Offeror agrees that any non-American-made product(s) to be included in the project are clearly identified in their Bid/Proposal. The apparent low Bidder must submit, within two (2) consecutive business days after bid opening and upon written request from VRE, documentation regarding approval of any waiver. Failure to submit documentation regarding waiver approvals may cause the Bid/Proposal to be deemed non-responsive.
- E. The Bidder/Offeror shall maintain full compliance with the requirements of the Buy America (BA) and Build America, Buy America (BABA) Acts throughout the term of the Contract. Failure by the Contractor to maintain compliance shall constitute breach of Contract.

### 4. INVITATION FOR BIDS, PART IX ATTACHMENTS

A. Note the following revisions to Part IX Attachments:

#### REVISED

DELETE: Attachment G1- Bid Form and replace with *Attachment G1- Bid Form Revised: Addendum No. 1* 

#### **REVISION**

ADD: Attachment J – VDOT CG-6 Specification

ADD: Attachment K – Arrow Location Diagram

## 5. ATTACHMENT A – SCOPE OF WORK

A. Note the following revisions to Scope of Work, Section 5 - **PROJECT PHASING** paragraph B:

#### **REVISED ITEM B:**

- B. All work must be completed within three (3) five (5) consecutive business days. VRE will ensure uninterrupted access to the site for those three (3) five (5) consecutive business days. The parking surface must be fully restored to its final condition before VRE train service operations resume on the fourth sixth business day this shall include all asphalt paving, striping activities, curb replacements, and car stop installation.
- B. Note the following revisions to Scope of Work, Section 5 **PROJECT PHASING** paragraph B.i:

#### **REVISED ITEM B.i:**

- i If three *five (5)* consecutive business days are interrupted by a weekend, the Contractor may work during the weekend, with prior VRE approval. However, the parking surface must be fully restored to its final condition before VRE train services resume on the **fourth** sixth business day.
- C. Note the following revisions to Scope of Work, Section 5 **PROJECT PHASING** paragraph F:

#### **REVISED ITEM F:**

- F. Additionally, work shall <u>not</u> take place during normal VRE operating hours, except during the three (3) *five* (5) consecutive business days of uninterrupted site access, unless the following conditions are met:
- D. Note the following revisions to Scope of Work, Section 5 **PROJECT PHASING** paragraph F.iii:

#### **REVISED ITEM F.iii:**

iii. The Contractor provides for all MOT measures including, but not limited to signage, traffic controls, flaggers, cones, etc.

Sections ii and iii above are not required if the adjacent parking garage can be used during VRE's scheduled consecutive three-five-day shutdown. A decision regarding the availability of the parking garage shall be made at VRE's discretion

#### 6. ATTACHMENT G1- BID FORM

A. Part IX, Attachment G1- Bid Form is deleted in its entirety and replaced with the attached Bid Form Revised, annotated "Revised: Addendum No. 1" included in this addendum.

## 7. ATTACHMENT J – VDOT CG-6 SPECIFICATION:

A. Part IX, Attachments, insert <u>ATTACHMENT J – VDOT CG-6 SPECIFICATION</u> annotated "Addendum No. 1" included in this addendum.

## 8. <u>ATTACHMENT K- ARROW LOCATION DIAGRAM</u>

A. Part IX, Attachments, insert <u>ATTACHMENT K - ARROW LOCATION DIAGRAM</u> annotated "Addendum No. 1" included in this addendum.

#### 9. LIST OF ADDENDUM NO. 1 DOCUMENTS (IN PDF)

- A. The following are re-issued noted Addendum No. 1, dated 6/13/2025:
  - Specification Section 01 20 00, "Measurement and Payment"
  - Specification Section 32 12 16, "Asphalt Concrete Paving"

- Specification Section 01 73 00, "Execution of Work"
- IFB No. 025-012 Pages 2, 31, and 84
- Attachment A Scope of Work
- Attachment G1- Bid Form Revised
- Attachment J VDOT CG-6 Specification
- Attachment K Arrow Locations Diagram
- 10. Except as specifically amended herein, all other terms and conditions of this solicitation remain unchanged and in full force and effect.

Bidders <u>must</u> acknowledge receipt of this Addendum by returning a signed original with the Bid package prior to the hour and date specified in the solicitation. Failure to acknowledge receipt of this Addendum may be grounds to declare your Bid non-responsive.

Company			
Address			
City	_State		_Zip Code
Name of Person Authorized to Sign		Print	
Signature		Date	

#### **SECTION 01 20 00**

#### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

#### 1.01 SUMMARY

Section includes administrative and procedural requirements for unit prices and measurements and payment.

## 1.02 <u>DEFINITIONS</u>

**Pay Item**: A specifically described unit of work for which a Unit Price is provided in the Contract.

**Unit Price**: An amount proposed by bidders, stated on the Bid or Proposal Form, incorporated in the Agreement and applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.03 MEASUREMENT OF AUTHORITY

- A. Measurement: The Contractor will take all measurements and compute quantities accordingly.
- B. Assistance: VRE Project Manager shall verify all measurements and computations.

## 1.04 <u>BID MEASUREMENTS</u>

A. These measurements are made faithfully by VRE. Bidding contractor should confirm all measurements and take-offs prior to construction commencement. All payments shall be governed by subsequent sections regarding Measurement and Payment.

1.	Area of Asphalt Surface:	18,089 Square Yards
2.	Area of Full Depth Reconstruction (Estimated):	866 Square Feet Yards
3.	Length of Curb Replacement:	127 Linear Feet
4.	4" White Line Painting-Parking Stalls	12,595 Linear Feet
5.	Fire Land and Curb Lane Painting	1,759 Linear Feet
6.	Traffic Arrows- White	36 Each
7.	Furnish & Install Car Stops:	128 Each

## 1.05 <u>UNIT QUANTITIES SPECIFIED</u>

- A. Quantities: Quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work verified by VRE Project Manager shall determine the payment.
  - 1. Milling pavement surface shall be measured by the square yard of actual milled surface. Payment will be based on the unit bid price per square yard at the applicable depth ranges.
  - 2. If the PM or VRE determines during construction that there is an error in the quantities, or that conditions vary from those anticipated in the Project Overview Plan to the extent that an actual measurement of a quantity item is warranted, the PM will make such measurement and will notify the Contractor, in writing, of the rationale for adjustment. Payment will then be based on the measured quantity in lieu of the plan quantity.
- B. Actual Work: If the actual Work requires more or fewer quantities than those quantities indicated, the required quantities shall be provided at the unit prices contracted. Some items for which unit prices have been requested may not be used during the term of the Contract.
- C. Units of Work: The intention of the unit prices is to provide a complete, functioning unit which may include Work from several Specification Sections. All the Work which is required or which can reasonably be inferred to be required in a unit price item to deliver a complete, functioning unit shall be included.

#### 1.06 PROCEDURES

- A. Unit prices include all necessary material, cost for delivery, installation, insurance, applicable taxes, overhead, and profit. The sum of all extended unit prices in the Bid or Proposal Form, shall be deemed to include all work described in the Contract Documents including Contract Plans and Specification.
- B. Payments to the Contractor will be made for the actual quantities of Contract items performed in accordance with the plans and the requirements of the Specifications and other Contract documents. If, upon completion of the Work, the actual quantities vary, either by an increase or decrease from the estimated quantities shown in the Contract, the Contract unit prices shall prevail and payment will be made for actual quantities performed at such unit prices, unless the unit prices have been modified by a Contract Amendment.
- C. No allowance or other adjustment will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by

- the Contractor resulting directly from such variance, or from the Contractor's unbalanced allocation among the Contract items of overhead expense and subsequent loss of expected reimbursements therefore, or from any other cause.
- D. Quantities appearing on the bid sheet are estimated quantities for the basic design shown on the plans. With VRE's approval, the Contractor may furnish other design(s) that may involve changes in quantities or the use of different materials. However, payment will be made for the original quantities listed in the Contract only and in the units of measure given in the Contract for the basic design unless the dimensions for the basic design are changed by an authorized change order to conform to field conditions encountered. In this event, the original quantities listed will be modified based on the change in dimension, and the modified quantities will be used for paying quantities at Contract unit prices for the items listed on the bid sheet.
- E. In the event the actual quantity of Work performed exceeds or is below the estimated quantity by more than 10%, a Contract Amendment will be issued.
- F. When the accepted quantity of a unit price pay item increases or decreases more than 25% of the original Contract quantity, an equitable adjustment in the unit price may be negotiated if requested by the Contractor or VRE. The equitable adjustment shall be made upon any increase or decrease in cost due solely to the variation less than 75% or in excess of 125% of the estimated quantity and shall apply to the actual amount of work performed.
- G. If the quantity variation is such as to cause an increase in time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by VRE Project Manager (PM) within ten (10) calendar days from the beginning of the delay, or within such further period as may be granted by VRE before the date of final settlement of the contract. Upon the receipt of a written request for an extension, VRE shall ascertain the facts and make an adjustment for extending the completion date as, if in the judgement of VRE, is warranted.
- H. The Contractor shall accept the compensation provided for in the Contract as full payment for the following:
  - 1. Furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the Work according to the Contract.
  - 2. Performing all work specified in the Contract.
  - 3. All loss or damage arising from the nature of the Work or from action of the elements or any other unforeseen difficulties that may be encountered during prosecution of the Work and until its final acceptance.
  - 4. Any license, use, or infringement of a patent, trademark, or copyright.

- 5. The completion of the Work in accordance with the Contract requirements.
- I. The Contractor shall notify the VRE Project Manager when items of work are ready for measurement. The Contractor and PM or Inspector shall coordinate on site to measure the work in place for payment according to the requirements of this Specification Section. The PM may question or reject the Contractor's measurement of work-in-place if the Contractor and PM have not measured the work together or come to an agreement on the measured quantities. VRE reserves the right to reject the Contractor's measurement of work-in-place that involves the use of established unit prices and to have this work measured, at VRE's expense, by a qualified independent 3rd party acceptable to the Contractor.
- J. At the discretion of VRE, payment may be reduced for any Work which is not in full compliance with the Contract Documents or which has been damaged or repaired by the Contractor. Such action may be used when the end product may have a reduced service life or less than desirable aesthetic characteristics.

#### 1.07 MEASUREMENT OF QUANTITIES

#### A. General

- 1. Work specified in the Contract will be measured by the PM in accordance with U.S. Standard Measure. The methods of measurement and computations to be used to determine quantities of material furnished and work performed will be those generally recognized as conforming to good engineering practice.
- 2. Specific methods of measurement shall be as indicated in the specific Section for the Contract item.
- 3. Longitudinal measurements for surface area computations will be made along the surface (horizontally), and transverse measurements will be the surface measure shown on the plans or ordered in writing by the PM. Individual areas of obstructions with a surface area of 9 square feet or less will not be deducted from surface areas measured for payment.
- 4. Structures will be measured in accordance with the neat lines shown on the plans or as otherwise approved in writing.
- 5. Items that are measured by the linear foot will be measured parallel to the base or foundation upon which they are placed.
- 6. Allowance will not be made for surfaces placed over an area greater than that shown on the plans or for any material moved from outside the area of the cross-section and lines shown on the plans.

7. When standard manufactured items are specified, and are identified by weights or dimensions, such identification will be considered nominal. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

## B. Measurement by Weight

- 1. Materials that are measured or proportioned by weight shall be weighted on accurate scales as specified in this Section.
- 2. The Contractor shall have the weigh person perform the following:
  - a. Furnish a signed weigh ticket for each load that shows the date, load number, plant name, size and type of material, project number, schedule or purchase order number, and the weights specified herein.
  - b. Maintain sufficient documentation so that the accumulative tonnage and distribution of each lot of material, by Contract, can be readily identified.
  - c. Submit by the end of the next working day a summary of the number of loads and total weights for each type of material by Contract.
- 3. Trucks used to haul material shall be equipped with a cover suitable to protect the material and to protect the traveling public.
- 4. The truck tare to be used in the weighing operation shall be the weight of the empty truck determined with full tank(s) of fuel and the operator seated in the cab. The tare weight of trucks shall be recorded to the nearest 20 pounds. At the option of the Contractor, a new tare may be determined for each load. When a new tare is obtained for each load, the requirement for full tank(s) of fuel will be waived.
- 5. Net rail shipment weights may be used for pay quantities when evidenced by railroad bills of lading. However, such weights will not be accepted for pay quantities of materials that subsequently pass through a stationary mixing plant.
- 6. Scales shall conform to the requirements for accuracy and sensitivity as set forth in the National Institute of Standards and Technology Handbook No. 44 for Specification Tolerances and Requirements for Commercial and Weighing Devices. Scales used in the weighing of materials paid for on a tonnage basis shall be approved and sealed in accordance with the requirements of the policies of the Bureau of Weights and Measures of the Department of Agriculture and Consumer Services, or other approved agencies, at least once every six months and upon being moved. Hopper and

truck scales shall be serviced and tested by a scale service representative at least once every six months. Hopper scales shall be checked with a minimum 500 pounds of test weights and truck scales shall be checked with a minimum 20,000 pounds of test weights.

- 7. Copies of scale test reports shall be maintained on file at the scale location for at least 18 months, and copies of all scale service representative test reports shall be forwarded to VRE upon request.
- 8. The quantity of materials paid for on a tonnage basis shall be determined on scales equipped with an automatic printer. Truck scale printers shall print the net weight and either the gross or tare weight of each load. Hopper scale printers shall print the net weight of each load. The weigh ticket shall also show the legal gross weight for material weighed on truck scales and the legal net weight for material weighed on hopper scales.
- 9. If the automatic printer becomes inoperative, the weighing operation may continue for 48 hours provided satisfactory visual verification of weights can be made. The written permission of the VRE shall be required for the operation of scales after 48 hours.
- 10. If significant discrepancies are discovered in the printed weight, the ultimate weight for payment will be calculated on volume measurements of the materials in place and unit weights determined by the PM or by other methods deemed appropriate to protect the interests of VRE.

### C. Measurement by Volume (e.g. Cubic Yard)

- 1. Material that is measured by the cubic yard, loose measurement or vehicular measurement, shall be hauled in approved vehicles and measured therein at the point of delivery. Material measured in vehicles, except streambed gravel, silt cleanout, or other self-consolidating material will be allowed at the rate of 2/3 the volume of the vehicle. The full volume of the vehicle will be allowed for streambed gravel. Such vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the actual contents can be readily and accurately determined. Unless all approved vehicles are of uniform capacity, each vehicle shall bear a plainly legible identification mark indicating the specific approved capacity. Each vehicle shall be loaded to at least its water level capacity.
- 2. When approved by the PM in writing, material specified to be measured by the cubic yard may be weighed and such weights converted to cubic yards for payment purposes. Factors for conversion from weight to volume measurement will be determined by the PM and shall be agreed to by the Contractor before they are used.

## D. Measurement by Lump Sum

1. When used as an item of payment, the term lump sum will mean full payment for completion of the corresponding item of work described in the Contract. When a complete structure or structural unit is specified as a Contract item, the unit of measurement will be lump sum, and shall include all necessary fittings and accessories. The quantities may be shown on the plans for items for which lump sum is the method of measurement. If shown, the quantities are approximate and are shown for estimating purposes only and no measurement of quantities will be made for payment. Items that are to be measured as complete units will be counted by the VRE Representative in the presence of a representative of the Contractor.

## E. Measurement by Length (e.g. Linear Foot or Vertical Linear Foot)

1. When used as an item of payment, the term of length will mean full payment for completion of the corresponding item of work described in the Contract. When a pay item unit is specified as a Contract item, the unit of measurement designated as a unit of length shall include all necessary fittings and accessories. The quantities may be shown on the plans for items for which length is the method of measurement. Items that are to be measured as complete units will be counted by the Inspector in the presence of a representative of the Contractor.

### F. Measurement by Area (e.g. Square Feet)

1. When used as an item of payment, the term of area will mean full payment for completion of the corresponding item of work described in the Contract. When a pay item unit is specified as a Contract item, the unit of measurement designated as a unit of area shall include all necessary fittings and accessories. The quantities may be shown on the plans for items for which are is the method of measurement. Items that are to be measured as complete units will be counted by the Inspector in the presence of a representative of the Contractor.

## G. Measurement by Item or Count (e.g. Each)

1. When used as an item of payment, the term of item or count will mean full payment for completion of the corresponding item of work described in the Contract. When a pay item unit is specified as a Contract item, the unit of measurement designated as a unit of item or count shall include all necessary fittings and accessories. The quantities may be shown on the plans for items for which are is the method of measurement. Items that are to be measured as complete units will be counted by the Inspector in the presence of a representative of the Contractor.

**PART 2 - PRODUCTS** 

Not Used

**PART 3 - EXECUTION** 

Not Used

**END OF SECTION** 

#### **SECTION 32 12 16**

#### ASPHALT CONCRETE PAVING

#### **PART 1 - GENERAL**

## 1.01 **SUMMARY**

Section includes materials, testing and installation of aggregate sub-base course, base course, surface course, prime coat, tack coat, asphalt concrete pavement, seal coat and striping and markers, but not limited to, the following:

- 1. Materials
- 2. Execution

All paving materials and methods shall be in accordance with 2020 VDOT Road and Bridge Specifications, as amended to date.

## 1.02 <u>SUBMITTALS</u>

- A. Submit test reports and certificates for mix design data for asphalt concrete materials and mixes.
- B. Certify that materials comply with specification requirements signed by asphalt concrete producer and Contractor.

#### **PART 2 - MATERIALS**

## 2.01 AGGREGATE SUB-BASE COURSE

Aggregate sub-base course shall be Grade 21A, in accordance with Section 208 of the 2020 VDOT Road and Bridge Specifications.

## 2.02 AGGREGATE BASE COURSE

Aggregate asphalt base course shall be Superpave, Type BM-25, in accordance with Section 211 of the 2020 VDOT Road and Bridge Specifications.

## 2.03 <u>ASPHALT SURFACE COURSE</u>

Asphalt surface course shall be Superpave, Type 9.5A, in accordance with Section 211 of the 2020 VDOT Road and Bridge Specifications.

#### 2.04 TACK COAT

Tack coat shall be emulsified asphalt, CSS-1h (catonic emulsion) in accordance with Section 210 and 310 of 2020 VDOT Road and Bridge Specifications.

#### 2.05 PAINT FOR TRAFFIC SRIPING AND MARKINGS

Traffic marking paint shall be VDOT approved Type A, in accordance with Sections 246 and 704 of the 2020 VDOT Road and Bridge Specifications.

#### **PART 3 - EXECUTION**

## 3.01 PAVEMENT REMOVAL (MILLING)

- A. Milling of existing asphalt areas, as identified in the Contract Documents, to remove distressed asphalt and disposal of materials off-site. Mill surface to an approximate depth of 2" throughout. Milling should include the entire existing surface course.
  - 1. The existing pavement surface shall be cleaned of deleterious material prior to the milling operation. The milled surface shall be free from transverse and longitudinal irregularities in excess of ¼ inch when measured with a 10-foot straightedge. Special care shall be taken along the face of the curb section to remove all asphalt, seal material, or other debris from the exposed face of the curb and gutter section.
  - 2. The milled pavement surface shall be cleaned by sweeping during and immediately after the milling operation. The contractor shall make every effort to keep the dust to a minimum and to ensure that the milled debris is not spread onto the adjacent roadways and sidewalks.
  - 3. Any debris inadvertently spilled on sidewalks or roadways shall be promptly removed to the satisfaction of VRE.
  - 4. Prior to applying surface course, carefully inspect base surface and remove any loose material.
  - 5. Milled area shall be compacted/rolled (i.e. proof rolled) before laying surface course to identify soft and unstable areas and ensure a smooth, stable base for the new surface course. Do not begin paving operations until such areas have been corrected.
    - i. Use a self-powered, self-propelled unit (e.g. vibratory roller, tamper, etc.) to compact the milled asphalt.

#### 3.02 PLACEMENT OF SURFACE COURSE

- A. Following milling of existing asphalt, a layer of surface course of asphalt shall be installed. A compacted SM-9.5A mix shall be placed in accordance with 2020 VDOT Road and Bridge Specifications, as amended, to an approximate depth of 2" to match *top of existing gutter elevation* the existing grade. Include a tack coat between the milled surface and new asphalt.
  - 1. Finish tolerance of asphalt paving shall have no deviations in grade greater than <sup>1</sup>/<sub>4</sub>" when checked with a 10'-0" straight edge.
  - 2. Ensure a smooth transition between new pavement and all existing surfaces.

- 3. Asphalt shall be laid within 48-hours after the milling operations are complete or before the start of the fourth day of interrupted service, whichever occurs first.
- 4. Tack coat shall be applied in accordance with manufacturer recommendations to ensure that the surface course will adhere to the milled surface course. Allow sufficient time for the tack coat to break or cure before applying the surface course.
- B. Asphalt mixtures shall have a temperature between 290 degrees F and 320 degrees F when it leaves the plant. All asphalt shall come from a local asphalt facility, so that the asphalt is delivered no longer than 45 minutes after it has been loaded. All "pick" tickets from delivery to site shall be collected and handed to VRE Project Manager.
- C. Contractor shall provide for grade control of all existing slopes. The finished street shall be crowned at the center of the street and tapered toward the shoulder or curb to permit water to flow freely to the curb and not allowing standing water to remain on the street. The Contractor shall provide a warranty that no standing water shall exist after a weather event for more than 24 hours.
- D. Curb replacements shall be constructed to match adjacent and existing curb details. All curb replacements shall be priced per each lineal foot of replacement.

### 3.03 FULL DEPTH RECONSTRUCTION

- A. Contractor shall <u>immediately</u> contact VRE Project Manager, for approval, when condition(s) are present and that would justify the need for the use of a Full-Depth Reconstruction (FDR) method. Full Depth Reconstruction shall be accounted for in the bid as a separate line item using unit pricing per square foot.
- B. To determine if FDR is needed, the Contractor shall look for signs of significant distress extending beyond the surface layer, like widespread cracking, severe rutting, large potholes, faulting, or visible damage to the base material, indicating issues with the underlying subgrade, which usually necessitates a full-depth repair to restore structural integrity.
  - 1. Contractor shall verify the necessity of FDR in the areas designated within the Project Overview Plan.
  - 2. Contractor shall assess the potential need for FDR, in any additional areas outlined in the Project Overview Plan, during the milling process and before placing the sub-base course.
  - 3. Contractor must obtain prior approval from the Project Manager before performing any FDR work. Any FDR work done without PM approval is at the Contractor's own risk.

- C. Where required, Full Depth Reconstruction (FDR) shall be excavated to a depth of 3" below existing, milled surface grade.
  - 1. The existing base course of asphalt shall be inspected. If any damage to the base course is visible, then the VRE Project Manager shall be consulted prior to any repaying
    - i. Contractor shall saw cut and completely remove the base course of distressed asphalt in the affected areas and dispose of materials of site.
  - 2. A tack coat shall be applied to the milled/saw cut FDR location in accordance with manufacturer recommendations. Allow sufficient time for the tack coat to break or cure before applying the surface course.
    - i. Apply a second layer of tack coat at the border of saw cut joint.
- D. Following milling and saw cutting of existing asphalt, a layer of compacted base course of asphalt, using BM-25 bituminous pavement layer, shall be installed to a depth of 3" in accordance with 2020 VDOT Road and Bridge Specifications.
  - 1. Apply a tack coat between the existing sub-base course and base course. Tack coat shall be applied in accordance with manufacturer recommendations to the sub-base course of asphalt to ensure that the base course will adhere to the sub-base course. Allow sufficient time for the tack coat to break or cure before applying the base course.
- E. Following placement of base course. A subsequent layer of compacted surface course using SM-9.5A mix shall be installed to a depth of at least 2" in accordance with 2020 VDOT Road and Bridge Specifications, to match existing adjacent grade.
  - 1. Apply a tack coat between the base course and new asphalt surface course. Tack coat shall be applied in accordance with manufacturer recommendations to the base course of asphalt to ensure that the surface course will adhere to the base course. Allow sufficient time for the tack coat to break or cure before applying the surface course.

#### 3.04 ROLLING

- A. Begin rolling when mixture will bear weight of rolling without excessive displacement. Compact small, inaccessible areas with hand tampers or vibrating plate compactors.
- B. Perform initial rolling immediately after rolling of joints and outside edges. Inspect surface after initial rolling, and repair displaced or loosened areas.
- C. After the initial rolling, immediately proceed with a second rolling while the mixture is still hot. Continue until the mixture is fully compacted.
- D. Perform finish rolling while mixture is still warm enough to ensure roller marks can be removed.

E. Remove and replace paved areas found to be defective; cut out such areas and fill with fresh, hot mixture and compact by rolling.

## 3.05 TOLERANCE OF FINISHED GRADE

Tolerance of finished grade shall be in accordance with 2020 VDOT Road and Bridge Specifications, Section 315.07.

### 3.06 INSTALLATION OF CAR STOPS

All existing car stops shall be removed and disposed of by Contractor. New car stops shall be rubber Plasicade STN-6Y 6' Parking Stops or substantially similar. Contractor shall install new curb stops in all locations adjacent to any sidewalks that are adjacent to perpendicular parking stalls. Car stops shall not be required if a grass median exists between curb of parking stall and sidewalk provided the grass median is a minimum of 4' between curb and sidewalk.

#### 3.07 APPLYING PAVEMENT STRIPING AND MARKINGS

- A. Contractor responsible for ensuring surface temperature is safe for paint application per manufacturer's specifications. Prior to applying the pavement marking, the contractor must inspect the asphalt surface to ensure it is clean, dry, and free of any debris or loose particles. Any necessary cleaning should be performed to achieve optimal adhesion of the striping and markings. If needed, Contractor shall sweep surface with power broom supplemented by hand brooms to remove loose material and dirt.
  - 1. Contractor shall be responsible for any damage to asphalt as a result of striping activities.
- B. Apply paint with mechanical equipment.
- C. Provide uniform straight edges.
- D. Apply at least one coat in accordance with manufacturer's recommended rates.
- E. Striping and markings shall be substantially similar to existing layout using 2020 VDOT Road and Bridge specifications, as amended to date, for painted striping. Contractor shall coordinate with VRE Project Manager when discrepancies arise from original layout and current VDOT/ADA standards.
- F. Apply traffic striping, markings, and all other directional information to new paved surfaces and any existing surfaces that were damaged by the construction. Use traffic paint that matches the color of the existing traffic striping and markings.
- G. Traffic paint shall be applied in accordance with manufacturer's requirements.

- 1. All pavement markings shall consist of at least one (1) coat of VDOT Type A traffic paint. Traffic paint shall meet the requirements of Section 704 of the 2020 VDOT Road and Bridge Specifications.
- 2. Do not apply paint over wet surfaces, during wet or damp weather, or when temperature is below 40 degrees F.
- H. Pavement striping and markings must be completed two (2) hours prior to VRE normal operating hours. In the event, the Contractor cannot have permanent pavement striping and markings installed within the time limits specified, the Contractor shall provide and install temporary pavement markings within the same time limits and maintain such markings until the permanent pavement markings can be installed. The cost of installing, maintaining and removing/eradicating temporary pavement markings shall be at no additional cost to VRE unless otherwise indicated by the VRE Project Manager.
  - 1. Temporary symbols/markings shall meet the requirements of Section 704 of the 2020 VDOT Road and Bridge Specifications.
- I. All curbs shall be painted substantially similar to original layout including all markings for Fire Lanes, No Parking, etc. Striping shall be priced using lineal foot measurements.
- J. The Contractor must obtain prior approval from the VRE Project Manager before proceeding with the application of pavement striping and markings. This ensures that all preparatory steps have been completed and the conditions are suitable.
- K. After the pavement striping and markings are applied, VRE will conduct a final inspection to verify that the striping and markings are properly aligned, evenly applied and meet all project specifications.

## 3.08 **DISPOSAL OF MATERIALS**

- A. In performance of the work of this Contract, milled materials, unsuitable materials, surplus materials or other construction debris, not designated by VRE for replacement within the project limits, shall be deposited on a site located outside the project limits in compliance with this Contract, and Federal, State and local laws and regulations. The Contractor shall obtain the necessary rights to the disposal site or sites utilized.
- B. At VRE's request, the Contractor shall furnish statement signed by such disposal site owner in which the property owner agrees to the use of the property for the deposit of material from the project.

C. Failure to comply with this provision will constitute a material breach of this Contract which will entitle VRE to any and all remedies available pursuant to this Contract and under the law including, but not limited to, actual damages, penalties, fines, removal, restoration, attorney fees, and legal expenses.

### 3.09 WARRANTY

- A. Contractor shall warrant the workmanship and materials against defects for a period of one (1) year from the date of final acceptance after all tests and inspections are complete.
  - 1. Any portion of the work supplied or performed by the Contractor, which fails within the warranty period shall be repaired or replaced by the Contractor without additional cost to the Owner. Repairs will be initiated within 24 hours of receiving a call from the Owner during the warranty period.
  - 2. One (1) month prior to the expiration of the warranty, Contractor shall revisit the project with the Owner's representative to determine if any items require correction or if any items previously reported have not been corrected. If necessary, Contractor shall correct noted items even if correction work extends beyond the warranty expiration date.

### 3.10 CURB REPLACEMENT

- A. All curb replacements shall be priced per lineal foot of replacement.
- B. Curb replacements shall be constructed per <u>ATTACHMENT J- VDOT CG-6</u> <u>SPECIFICATION</u> and shall be substantially similar in dimension and construction to adjacent curbs. Installation shall include placement of stone aggregate per Section 2.01 above and compacted sufficiently to support the curb to provide for solid subgrade.
- C. Curb replacements may be performed independently and separate from paving activities given the following conditions are met by the Contractor:
  - i. Contractor alerts VRE's Project Manager of the time, location, duration, and number of car stalls to be closed for the means of access control and MOT within forty-eight (48) hours of planned closure.
  - ii. Contractor re-opens the affected parking stalls within seventy-two (72) hours of closure of the parking stalls.
  - iii. Contractor assumes all responsibility for damage to adjacent vehicles.
  - iv. Contractor is responsible for closure of parking stalls including any signage, cones, "roping off", etc.

#### **END OF SECTION**

#### **SECTION 01 73 00**

#### **EXECUTION OF WORK**

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Preconstruction Conference
  - 2. Subcontracting
  - 3. Cooperation of Contractor
  - 4. Cooperation Among Contractors
  - 5. Maintenance During Construction
  - 6. Use of Site and Premises
  - 7. Weather Limitation
  - 8. Barricade and Warning Signs
  - 9. Removal of Unacceptable and Unauthorized Work
  - 10. Environmental
  - 11. Disposal of Materials

#### 1.02 PRECONSTRUCTION CONFERENCE

- A. Within twenty-one (21) calendar days after award of a contract or after notification of award, issued by the Purchasing Department, and prior to the Notice to Proceed date, the Contractor shall attend a preconstruction conference scheduled by VRE to discuss the Contractor's planned operations for prosecuting and completing the Work in accordance with the Contract. The meeting will review the parties' responsibilities and personnel assignments.
  - 1. Submittals to be provided to the PM no later than seven (7) calendar days prior to the preconstruction conference include but are not limited to:
    - i. Project Phasing Plan
    - ii. Maintenance of Traffic (MOT) Plan
    - iii. Subcontractor List
    - iv. Contractor's Site Specific Safety Plan

v. Test reports and certificates for mix design of asphalt concrete materials and mixes.

## 1.03 **SUBCONTRACTING**

- A. All subcontractors are subject to approval by the PM and VRE prior to such subcontractors performing any Work on the project. A subcontractor list shall be submitted to the PM seven (7) days prior to the preconstruction meeting.
  - 1. If subcontractors need to be added to the list as the project progresses, a revised list shall be submitted to the PM for approval, noting changes or additions.
- B. Rejection of a subcontractor by the PM or VRE does not constitute grounds for additional monetary compensation to the Contractor.

## 1.04 COOPERATION OF CONTRACTOR

- A. The Contractor shall give the Work the constant attention necessary to facilitate quality and progress, and shall fully cooperate with the PM, the Inspector, and other contractors involved in the prosecution of the Work. If any portion of a project is located within the limits of a municipality, military installation, or other federally owned property, the Contractor shall cooperate with the appropriate officials and their agents in the prosecution of the Work to the same extent as with VRE.
- B. The Contractor shall have on the project at all times during prosecution of the Work a competent Superintendent who is capable of reading and understanding the plans and Specifications, experienced in the type of work being performed, and who shall receive instructions from VRE, the PM, or their authorized representatives. The Superintendent shall have full authority to execute the orders and directions of the PM without delay and supply promptly such materials, equipment, tools, labor, and incidentals as may be required.

#### 1.05 COOPERATION AMONG CONTRACTORS

- A. VRE may at any time contract or approve concurrent Contracts for performance of other work on, near, or within the same geographical area of the work specified in an existing Contract. Contractors shall not impede or limit access to such work by others.
- B. When separate Contracts are awarded within the limits of one project, contractors shall not hinder the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other. In the case of dispute, all Contractors shall proceed as directed by the PM.

- C. When Contracts are awarded to separate Contractors for known concurrent construction in a common area, the Contractors, in conference with the PM, shall establish a written joint schedule of operations. The schedule shall be based on the limitations of the individual Contracts and the joining of the work of one Contract with the others. The schedule shall set forth the approximate dates and sequences for the several items of work to be performed and shall ensure completion within the respective Contract time limit. The schedule shall be submitted to the PM for review and approval no later than 30 days after the award date of the later Contract and prior to the first monthly application for payment. The schedule shall be agreeable to, signed by, and binding on each Contractor. The PM may allow modifications of the schedule when benefit to the Contractors and VRE will result.
- D. Any modification of the schedule shall be in writing, mutually agreed to and signed by the contractors, and shall be binding on the contractors in the same manner as the original agreement.
- E. If the contractors fail to agree on a joint schedule of operations, they shall submit their individual schedules to the PM, who will prepare a schedule that will be binding on each Contractor.
- F. The joint schedule and any modification thereof shall become a part of each Contract involved. The failure of any Contractor to abide by the terms of the joint schedule will be justification for declaring the Contractor in default of their Contract.
- G. Each Contractor shall assume all liability, financial or otherwise, in connection with their Contract and shall protect and save harmless the Owner from any and all damages and claims that may arise because of any inconvenience, delay, or loss he experiences as a result of the presence and operations of other contractors working in or near the work covered by their Contract. They shall also assume all responsibility for any of their work not completed because of the presence or operation of other Contractors.
- H. VRE will not assume any responsibility for acts, failures, or omissions of one Contractor that delay the work of another except as provided herein.

#### **PART 2 - PRODUCTS**

Not Used

#### **PART 3 - EXECUTION**

### 3.01 MAINTENANCE DURING CONSTRUCTION

- A. The Contractor shall maintain the work from the beginning of construction operations until final acceptance of the project. The maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the roadway or structures are maintained in satisfactory condition at all times, including barricades and warning signs.
- B. The Contractor must follow all VDOT Work Zone regulations during the performance of the Work.
- C. Unless otherwise specified, the Contractor shall bear all cost of maintenance work during construction and before the project is accepted and of construction and maintaining such approaches, crossings, intersections and other features as may be necessary, without direct compensation, except as provided in bullets (B) and (F) in this section; however, when the Contractor confines its operations to a specific section of a project or to areas adjacent to, but not including the surface of the roadway and reasonable width of shoulder thereto, and the surface is not disturbed or damaged by its operations or equipment, it shall not be responsible for the maintenance of the surface which remains undisturbed or undamaged.
- D. The Contractor shall keep the portions of the road being used by the public free from irregularities and obstructions of any kind which might represent a hazard or annoyance to traffic and in such condition that traffic will be adequately accommodated.
- E. Connections and Entrances: All connections with other roads, and public and private entrance shall be kept in a reasonable smooth condition for the safe passage of traffic at all times. Connections or entrances shall not be disturbed by the Contractor until necessary. Once connections or entrances have been disturbed, they shall be maintained and completed as follows:
  - 1. <u>Connections</u>- Connections which had an original paved surface shall be brought to final grade through the intersection, and a minimum of two lanes shall be paved with a temporary pavement as soon as possible after they are disturbed. All other connections shall be brought to final grade through the intersection and the required material or a temporary aggregate stabilization course placed as soon as possible after they are disturbed. In the event there are delays in the prosecution of the work on connections, those which were originally paved shall have a minimum of two lanes maintained with a

- temporary paved surface. Those which were not originally paved shall be maintained with a temporary aggregate stabilization course.
- 2. Entrances- Entrances shall be graded concurrently with the roadway with which they intersect. Once an entrance has been disturbed, it shall be completed as soon as practicable including the placement of the required base and surface course or stabilization. In the event the entrance must be constructed in stages (as in the case where there is a substantial change in the elevation of the roadway with which it intersects), the surface shall be covered with a temporary aggregate stabilization course or other material salvaged from the entrance or project until the entrance can be completed and the required base and surface or stabilization course placed. Stabilization and/or surfacing material shall be applied to connections and entrances whenever directed by VRE. The Contractor shall schedule construction operations so that approved continuous access is provided to all property adjacent to the construction.
- F. The existing surface of the pavement shall be kept free of earth and other materials which might be hazardous to traffic.
  - 1. <u>Haul Route-</u> The Contractor shall select haul routes between the project and material source(s) that will minimize disturbance to the community. The Contractor shall furnish to VRE, for review, their plan for the haul route and for minimizing the adverse effects of hauling operations on persons who reside adjacent to the haul route or who otherwise use a portion of the haul route for ingress or egress to their residential area. VRE may select alternate haul routes, divide the hauling traffic over several routes, and impose other restrictions deemed necessary to minimize the impact of the hauling operation on local residents.

#### 3.02 USE OF SITE AND PREMISES

A. Unfavorable Construction Conditions: During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine their operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would adversely affect the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the Work in a proper and satisfactory manner. The Contractor shall, however, maintain suitable all-weather access to all portions of the Work Site.

## 3.03 WEATHER LIMITATION

- A. Contractor shall be responsible for ensuring weather conditions shall be appropriate during construction. Contractor shall place asphalt concrete mixtures when weather and surface conditions are such that the material can be properly handled, finished, and/or compacted. VRE Project Manager will allow for "adverse weather days" following submittal of Project Phasing Plan if threat of inclement weather exists during Project Phasing scheduled window provided that the Contractor absolves VRE of any delays resulting from extended schedule window.
  - 1. The determination for an extension of the Contract Time will be made by VRE. VRE will not allow time extensions for the normal and seasonal weather conditions considered typical for a given month in accordance with the National Oceanic and Atmospheric Administration (NOAA) thirty year mean for Washington National Airport.
  - 2. The Monthly Anticipated Adverse Weather Calendar Days listed below illustrates anticipated monthly inclement weather due to precipitation (Rain and Snow Days). If the number of days with precipitation in excess of 0.10", as recorded at Washington Reagan National Airport, exceeds the Monthly Anticipated Adverse Weather Calendar Days, the Contractor will be entitled to an extension of one (1) day on the Time for Completion for every day in excess of the Monthly Anticipated Adverse Weather Calendar Days illustrated below. The anticipated value of Rain/Snow Days for partial months at the beginning and end of the Contract shall be evaluated on a prorated basis.
  - 3. Weather days are not exclusive to the individual months that they represent in Monthly Anticipated Adverse Weather Calendar Days illustrated below. If weather days are not used in a previous month(s) they can be used to offset weather delays in subsequent months. This will be reviewed on a case by case basis and is subject to reconciliation.
  - 4. The Contractor may be entitled to an additional day for every day that the recorded high temperature at Washington Reagan National Airport is 32 degrees Fahrenheit or less, that has not already been incurred under Monthly Anticipated Adverse Weather Calendar Days listed below. This condition does not apply to vertical construction.
  - 5. Monthly Anticipated Adverse Weather Calendar Days:
  - 6. January 7, February 5, March 6, April 6, May 8, June 6, July 6, August 7, September 5, October 5, November 5, December 6.

- 7. A time extension of no more than one (1) day will be granted for one (1) day of lost work which satisfies the requirements above, regardless of the number of adverse Weather Conditions encountered. The Contractor's sole relief shall be an extension of the Time for Completion and no claim for an increase in Contract Amount will be allowed.
- 8. If Contractor is found eligible for an extension of the Contract Time, the Contracting Officer will issue a modification extending the time for Contract completion. The extension of time will be made on a calendar day basis.
- B. Asphalt shall be applied when atmospheric temperatures are above 40°F and when the base is dry. Asphalt shall not be applied when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc., being deposited on the surface being paved, to the extent that the bond between layers will be diminished. VRE shall reserve the right to ask for roller pattern if rolling is suspected. The rolling pattern shall model the Virginia Department of Transportation standards.
  - 1. VRE may suspend work due to unsuitable weather conditions unsuitable for the execution of work, or for any other conditions deemed to be in the public's interest.

#### 3.04 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

- A. Work that does not conform to the Contract requirements, whether the result of unacceptable workmanship, use of unacceptable materials, damage through carelessness, or any other cause within the Contractor's control, will be considered unacceptable work.
- B. Unacceptable work shall be remedied or removed as determined by the PM and replaced in an acceptable manner at the Contractor's expense. The PM may accept the unacceptable work at a reduced price when acceptance is considered to be in the best interest of the public.
- C. Work that is done contrary to the instructions of the PM, contrary to the requirements of the Contract, beyond the Project Overview Plan and Scope of Work or as designated by the PM except as specified herein, or without authority will be considered unauthorized and will not be paid for. The PM may order the Contractor to remove or replace unauthorized work at the Contractor's expense.

## 3.05 PROTECTION AND RESTORING PROPERTY

A. The Contractor shall maintain the job site in a clean, safe, orderly working condition and shall leave the premises completely clean each day.

- B. Contractor shall provide all necessary manpower, barricades, safety signs and protection needed to safely perform the required work during the Contract.
- C. Contractor shall be responsible protecting all existing structures during construction. Including, but not limited to, curb and gutter, drop-inlets, existing utilities, poles and fixtures, stabilized grasses. All existing property and structures shall be assumed to be in good repair unless specifically noted to VRE Project Manager prior to any commencement of construction activities.
- D. Any and all direct or indirect damages to existing property, structures, curb and gutter, drop-inlets, existing utilities, poles and fixtures, stabilized grasses and parking areas, by or on account of any act, omission, neglect, or misconduct in the method of executing the work or in consequence of the nonexecution thereof on the part of the Contractor, shall be repaired, and/or replaced and restored to pre-construction condition, as may be directed by VRE, at the expense of the Contractor.
- E. The Contractor shall be responsible for damage or injury to property during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the method of executing the work or attributable to defective Work or materials. This responsibility shall not be released until final acceptance of the project.
- F. VRE will be responsible for removing and safely storing the parking counter loop(s). Contractor may remove subsurface sensors at time of construction if not already removed by VRE. No additional cost shall be charged to the job for removal and Contractor shall not be responsible for damage to parking lot loop sensor(s).

#### 3.06 <u>ENVIRONMENTAL</u>

- A. Contractor shall be responsible for the safe disposal of any project spoils.
- B. When necessary, Contractor shall also be responsible for stabilization of any denuded soils and shall keep any BMPs in good repair until such time denuded area becomes fully and substantially stabilized. Contractor shall remove any BMPs once area(s) becomes substantially stabilized.
- C. Contractor shall be responsible for ensuring that any spills are contained and that no harmful or otherwise hazardous materials are allowed to leave the construction site through runoff, erosion (wind or water), or any other natural means.
- D. The Contractor shall exercise every reasonable precaution, throughout the duration of the project, to prevent pollution of rivers, streams and impoundments.

E. The Contractor shall protect, maintain, and/or replace any BMPs placed by others including, but not limited to, silt fences and inlet protections, during and immediately after the completion of the Work. All BMPs shall be assumed to be in good, acceptable, working condition by those who installed them unless otherwise documented by the Contractor, in writing to VRE's Project Manager, prior to the start of the Work.

## 3.07 DISPOSAL OF MATERIALS

- A. In performance In performance of the work of this Contract, milled materials, unsuitable materials, surplus materials or other construction debris, not designated by VRE for replacement within the project limits, shall be deposited on a site located outside the project limits in compliance with this Contract, and Federal, State and local laws and regulations. The Contractor shall obtain the necessary rights to the disposal site or sites utilized.
- B. At VREs request, the Contractor shall furnish statement signed by such disposal site owner in which the property owner agrees to the use of the property for the deposit of material from the project.
- C. Failure to comply with this provision will constitute a material breach of this Contract which will entitle VRE to any and all remedies available pursuant to this Contract and under the law including, but not limited to, actual damages, penalties, fines, removal, restoration, attorney fees, and legal expenses.

END OF SECTION

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## IV. SPECIAL PROVISIONS

#### 01. <u>SIGNATURES</u>

All documents to be delivered pursuant to this solicitation, requiring a signature, may be executed via handwritten (manual), stamped, electronic (portable document format), photocopied, digital or scanned signature. A signed copy of the documents by any of the means listed above shall be deemed to have the same legal effect as delivery of an original executed copy.

## 02. <u>BUY AMERICA (BA) AND BUILD AMERICA, BUY AMERICA (BABA) ACTS</u> REQUIREMENTS

- A. The Bidder/Offeror acknowledges that the provisions of the Buy America (BA) and Build America, Buy America (BABA) Acts apply to any and all portions of this project, including subcontracted work. The Bidder/Offeror agrees to provide sufficient documentation to VRE upon request that:
  - 1. Identifies all BA and BABA-covered products to be included in the project;
  - 2. Identifies domestic sources of all BA and BABA-covered products to be included in the project; and verifies compliance with BA and BABA requirements; and
  - 3. Identifies any products to be included in the project for which the Bidder/Offeror claims that waivers apply and demonstrates how such waivers comply with Federal guidelines.
- B. Identification of Products: In accordance with the terms and conditions of this solicitation as well as 49 U.S.C. § 5323(j), 49 C.F.R. Part 661, the provisions of Public Law No. 117-58, Title IX- Build America, Buy America ("Infrastructure Investment and Jobs Act") and, the Buy America and Build America, Buy America Acts, the Bidder/Offeror agrees that its Bid/Proposal reflects its best, good faith effort to identify domestic sources for all required products.

This includes ensuring that American-made products, for all required products contained in the bid/proposal solicitation, are proposed where available and consistent with the project schedule and deadlines as prescribed in or required by the bid/solicitation.

- C. Verification of U.S. Production: The Bidder/Offeror further agrees that all required products to be included in the project are American-made, unless the Bidder/Offeror has obtained an approved waiver or sufficiently documented compliance with a statutory waiver. If awarded the Contract, the Bidder/Offeror agrees to provide to VRE reasonable, sufficient, and timely verification of the U.S. production of each identified product.
  - 1. The Bidder/Offeror is strongly encouraged to follow a step certification process. This process requires that each handler (supplier, fabricator, manufacturer, processor, etc.) of the products certifies that their step in the process was domestically performed and provides a letter of certification from each supplier/fabricator upon transfer of the intermediate product. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of materials.
- D. Documentation Regarding Non-American-made Products (Waiver Requests): The Bidder/Offeror agrees that any non-American-made product(s) to be included in the project are clearly identified in their Bid/Proposal. The apparent low Bidder must submit, within two (2) consecutive business days after bid opening and upon written request from VRE, documentation regarding approval of any waiver. Failure to submit documentation regarding waiver approvals may cause the Bid/Proposal to be deemed non-responsive.
- E. The Bidder/Offeror shall maintain full compliance with the requirements of the Buy America (BA) and Build America, Buy America (BABA) Acts throughout the term of the Contract. Failure by the Contractor to maintain compliance shall constitute breach of Contract.

## IX. ATTACHMENTS

- A. SCOPE OF WORK
- **B. TECHNICAL SPECIFICATIONS**
- C. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS/OFFERORS
- D. FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY CONTRACT PROVISIONS
- E. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS AND FORMS
- F. DAVIS-BACON WAGE DETERMINATION (HIGHWAY)
- G. BID FORM CERTIFICATION
- G1. BID FORM
- G1 BID FORM REVISED
- H. SITE SPECIFIC SAFETY PLAN
- I. VRE SAFETY AND SECURITY GUIDELINES
- J. VDOT CG-6 SPECIFICATION
- K. ARROW LOCATION DIAGRAM



IFB No. 025-012

# **ATTACHMENT A**

**Scope of Work** 

May 5, 2025

IFB No.: 025-012 IFB Title: Manassas Park Station Parking Lot

Milling & Paving

## **SCOPE OF WORK**

### 1. OVERVIEW

- A. The intent of this solicitation and resulting Contract is to obtain a qualified Contractor to mill, resurface and restripe the VRE Commuter Parking Lot located at 9300 Manassas Dr., Manassas Park, VA 20111.
- B. The Contractor shall provide all labor, supervision, equipment, material, permits and transportation necessary to perform all work in accordance with the Scope of Work specified herein and per the Virginia Department of Transportation (VDOT) 2020 Road and Bridge Specifications Handbook, as amended to date.
- C. The Contractor shall have current licenses for both the Commonwealth of Virginia and the governing municipality to perform the work as described in the Scope of Work. All work shall comply with current County, City, State, and/or Federal codes and standards, whichever may apply. The Contractor shall maintain the job site in a clean, safe, orderly working condition and shall leave the premises completely clean each day.
- D. The Contractor's work shall be managed through VRE's Headquarters Office of Facilities Maintenance. A Project Manager (PM) will be designated by VRE for this Contract to coordinate all tasks.
- E. A representative of the Contractor, with the authority to make binding decisions, must be present on site whenever work is being performed throughout the duration of the project. This individual shall maintain full control over the actions of all employees and Subcontractors involved in the performance of the work.

## 2. SERVICE REQUIREMENTS

The scope of the project consists of the following on-site improvements that shall be performed by the Contractor:

- A. Milling of existing asphalt paved areas as identified on the Project Overview Plan to remove distressed asphalt and dispose of materials off-site in accordance with all applicable County, City, State and Federal requirements and guidelines.
  - i. Milling and removal of pavement as necessary to tie-in to existing entrances, concrete, utility structures, sidewalks, and other existing features, as well as to provide a smooth transition along the proposed work and maintain existing drainage patterns. The Contractor shall ensure that all areas drain appropriately and that there are no low areas that will hold water.

IFB No.: 025-012 IFB Title: Manassas Park Station Parking Lot

Milling & Paving

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- Ensure a smooth transition between new pavement and all existing surfaces.
- B. Replacement of all existing pavement markings. Pavement marking shall match the color, location, and designation of the existing markings.
- C. Removal of existing wheel stops and installation of new car stops per locations set forth in the Project Overview Plan following the completion of paving operations.
- D. The Contractor shall be responsible for all Maintenance of Traffic (MOT) during construction and shall submit MOT plans to the VRE Project Manager for approval at least seven (7) calendar days prior to the Preconstruction Conference.
- E. The Contractor shall confirm the schedule with the VRE Project Manager before starting work.
- F. The Contractor shall conform to all applicable prevailing safety standards, including Personal Protection Equipment (PPE).
- G. The Contractor shall be responsible for all applicable permitting and resulting inspections necessary as well as contacting Virginia 811 (formerly MISS Utility) prior to commencement of milling and paving activities.

#### 3. SITE CONDITIONS

The Contractor is expected to have become familiar with, and taken into consideration, site conditions which may affect the work and to have checked all dimensions at the site. No plea of ignorance of conditions that exist or may hereafter exist on the work site, or difficulties that may be encountered during the execution of the work as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for the Contractor not to fulfill all of the requirements of the contract documents and to complete the work as described therein or as a basis for any claim whatsoever.

#### 4. **EQUIPMENT**

- A. The Contractor shall provide all equipment necessary to complete the project. All equipment used shall be in good condition and proper state of repair. VRE's Project Manager shall have authority to deem any equipment non-conforming to this section. No Change Orders shall be considered for equipment needed to complete the project that was not included in the Contractor's bid.
  - 2020 VDOT Road and Bridge Specifications, as amended to date, Section 315.03 shall be a guide for workers, work methods and equipment, including haulers, pavers and rollers.



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- ii. All equipment shall be operated by experienced operators to ensure the safe and effective operation of the equipment. Operators shall possess all valid and applicable Driver's/Operator's License(s).
- iii. The Contractor shall ensure all personnel wear all required safety equipment to ensure a safe and reliable operation.
- iv. Operators shall obey all safety rules and regulations and not create any hazardous or unsafe conditions with the equipment used.
- v. VRE shall have the authority to suspend work fully or in part due to the failure of the Contractor to correct unsafe work conditions for operators and/or the general public.
- B. The Contractor shall provide all water necessary to complete the project. The Contractor may use available sources as long as the necessary connections are provided by the Contractor (i.e. using fire hydrants for water). The Contractor shall be responsible for ensuring compliance with all local regulations involving use of fire hydrants. VRE makes no representations regarding the availability of water. If no water source exists, the Contractor shall be responsible for bringing all necessary water to the job.
- C. Equipment may be staged on site provided the staging area is included in the Contractor's MOT plan. The Contractor is responsible for the equipment while it is stored on VRE/Municipal property, to include properly securing the equipment and taking all necessary steps to safeguard the equipment. The Staging Area shall be carefully selected by the Contractor to ensure that the area does not impede traffic flow, impede concurrent work by others, or remove from service more than 10% of the total available parking spaces during normal VRE operational service hours. The Contractor's proposed staging area must be approved by VRE.

### 5. PROJECT PHASING

- A. The Contractor shall submit a Phasing Plan describing the methodology and sequence of operations for the execution of the work.
  - i. The Phasing Plan shall be submitted to the VRE Project Manager no later than seven (7) calendar days prior to the preconstruction conference so that necessary communication can be made to VRE ridership and other concerned parties.
- B. All work must be completed within three (3) five (5) consecutive business days. VRE will ensure uninterrupted access to the site for those three (3) five (5) consecutive business days. The parking surface must be fully restored to its final condition before VRE train service operations resume on the fourth sixth business day this shall include all asphalt paving, striping activities, curb replacements, and car stop installation.
  - i. If three *five (5)* consecutive business days are interrupted by a weekend, the Contractor may work during the weekend, with prior VRE approval.

IFB No.: 025-012 IFB Title: Manassas Park Station Parking Lot Milling & Paving Page 4 of 6 Addendum No.1



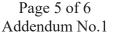
However, the parking surface must be fully restored to its final condition before VRE train services resume on the fourth sixth business day.

- ii. In the event asphalt paving, pavement markings, curb replacements and car stops are not complete, temporary pavement markings must be installed before the commencement of VRE train service operations the following day.
- iii. The Contractor shall ensure that a "milled" surface is paved within 48 hours of completion of the milling process.
- C. Access to the site is expected to be available between August 15, 2025 and October 15, 2025.
- D. No change orders or additional compensation/charges will be accepted for work performed on weekends or at night.
- E. Any and all work performed during both daytime and nighttime hours must comply with the City of Manassas Park Code of Ordinances Chapter 15- Noise.
  - i. The Contractor may not perform work outside the times specified in Chapter 15 of the City of Manassas Park Code of Ordinances (Noise), unless the Contractor obtains the necessary permission from the governing municipality.
- F. Additionally, work shall **not** take place during normal VRE operating hours, except during the three (3) five (5) consecutive business days of uninterrupted site access, unless the following conditions are met:
  - i. VRE's Project Manager is alerted to such plans at least five (5) business days prior to the planned work.
  - ii. The Contractor provides and maintains at least two (2) traffic lanes, one (1) for ingress and one (1) for egress, to all parking lot patrons, emergency vehicles, etc.
  - iii. The Contractor provides for all MOT measures including, but not limited to signage, traffic controls, flaggers, cones, etc.

Sections ii and iii above are not required if the adjacent parking garage can be used during VRE's scheduled consecutive three five day shutdown. A decision regarding the availability of the parking garage shall be made at VRE's discretion.

- G. The Contractor shall be responsible for all traffic controls including MOT, signage (such as "No Parking" and otherwise), "roping off" or any other means used to close areas. These measures must remain in place until all work is completed and the parking lot is reopened for public use.
- H. VRE shall provide all towing services. The Contractor shall provide area for vehicles to be relocated in which the vehicles will be safely away from







- construction activities. Any vehicles needing to be relocated outside of the Phasing Plan's scheduled window shall be the responsibility of the Contractor.
- I. The Final Parking Surface must be fully restored to its final condition before VRE train service operations resume on the fourth business day this shall include all asphalt paving, striping activities, curb replacements, and car stop installation.
  - i. The Contractor shall be responsible for ensuring the parking surface has cured to a level of satisfaction by the Contractor such that the surface will not be damaged by typical commuter use. Damages resulting from opening the surface before proper curing has occurred shall be the responsibility of the Contractor.
- J. Striping activities may be postponed, provided temporary striping is completed before the start of VRE's normal operational hours.

## 6. SUBMITTALS AND DELIVERY SCHEDULE

- A. The Contractor shall deliver to VRE at the time of bid:
  - i. Bid Sheet
  - ii. Preliminary Phasing Plan
- B. The Contractor shall complete all work within 75 (seventy-five) consecutive calendar days from the date set forth in the written NTP, but shall be completed no later than October 31, 2025.

VRE

IFB No.: 025-012

IFB Title: Manassas Park Station Parking Lot

Milling & Paving

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# VIRGINIA RAILWAY EXPRESS ATTACHMENT G1-BID FORM- REVISED: ADDENDUM NO. 1

NAME OF BIDDER OR CONTRACTOR	SOLICITATION OR CONTRACT NUMBER		
	025-012		
SCOPE OF WORK			

The Contractor shall provide all manpower, materials, tools, supplies, and all equipment incidental to and necessary for the milling, paving and stiping of the VRE Parking Lot located at the Manassas Park Station in accordance with the contract documents.

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	PRICE
1	Mobilization	1	LS		
2	Standard Surface Milling and Paving: Mill existing asphalt (2") and replace with 2" of SM-9.5A surface course to include but not limited to edge milling and milling of the entire surface in addition to hauling and disposal of existing asphalt, sweeping, and clean-up.	18,089	SQUARE YARDS		
3	Full Depth Reconstruction Locations: Mill and/or excavate existing pavement up to an additional (3") and replace with BM-25 base course aspahlt (variable depth). Includes hauling and disposal of existing asphalt.	886	SQUARE YARDS		
4	Curb Replacement	127	LF		
5	4" White Line Painting-Parking Stalls (Type A)	12,595	LF		
6	Fire Lane and Curb Lane Painting-Yellow (Type A)	1,759	LF		
7	Traffic Arrows-White	36	EACH		
8	Furnish and Install Car Stops	128	EACH		
9	Stone	10	CUBIC YARDS		
10	Maintenance of Traffic	1	LS		
	GRAND TOTAL				\$0.00
	(ITEMS 1 THROUGH 10)	WARNING: BID FORM INCOMPLETE. Pricing must be provided for all of the above items.			

NOTES:

SUBMISSION OF PRICE SCHEDULE: The Bid Form must be submitted in its original Microsoft Excel Format on a USB memory device for hardcopy bid submissions or the Microsoft Exel document shall be uploaded to eVA for electronic bid submissions. The structure of the Bid Form is protected and shall not be modified in any way. Modified Bid Forms may be deemed non-conforming to the IFB. In the event of a discrepancy between the hardcopy and the Microsoft Excel file on a USB memory device, the hardcopy will take precedence.

**NOTE:** The Bid and any modification thereof shall be binding upon the Bidder for **one hundred twenty (120) calendar days** following the Bid closing date. Notice-To-Proceed (NTP) may be given subsequent to the one hundred twenty (120) calendar days following the Bid closing date.

BASIS OF AWARD: VRE will award a contract to the conforming, responsible Bidder submitting the lowest Bid for the total bid price listed above. Line item unit prices proposed above will be fixed for the duration of this contract and serve as the determination of award. In case of error in calculation of extended prices, the unit price governs. Every item of the Bid Form must be completed. Incomplete bids may cause the bid to be deemed non-responsive.

#### NOTE:

- (a) The price shall be quoted in U.S. Dollars.
- (b) No erasures or other handwritten changes may appear on the Bid Form.
- (c) The Bid must be signed in ink.
- (d) Every item of the Bid Form must be completed or the Bid may be deemed non-responsive.
- (e) The prices, without exception, shall be net, not subject to discount, and shall include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work.

#### COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK: The Contractor shall be required to:

- (a) Commence work under this contract within 10 calendar days after the date the Contractor receives Notice-To-Proceed;
- (b) Prosecute the work diligently, and
- (c) All work shall be Substantially Completed within 75 consecutive calendar days from NTP.

**NOTE:** Unless indicated otherwise, Bidder's **TOTAL PRICE** shall be <u>inclusive of all costs</u> and shall include full compensation for all taxes, fees, shipping/delivery charges, materials, labor, equipment, tools, transportation, insurances, bonds, permits, overhead and profit, etc. necessary to complete the work in conformance with the Contract and to the satisfaction of VRE. Extra charges will not be allowed.

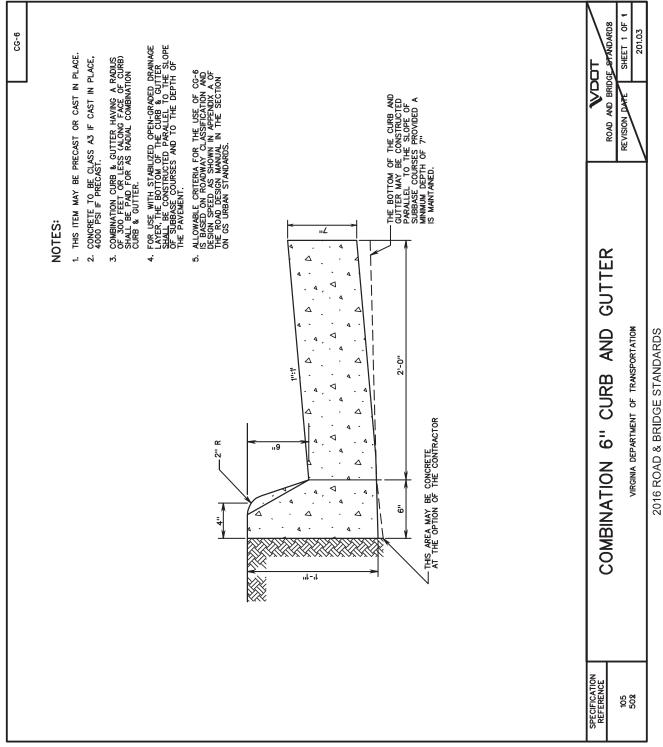
**LIQUIDATED DAMAGES:** Liquidated Damages in the amount of \$743 per calendar day shall be assessed for late achievement of completion of all work.

## **ATTACHMENT J**

## **VDOT CG-6 SPECIFICATION**

Addendum No. 1 June 13, 2025





## **ATTACHMENT K**

## **ARROW LOCATION DIAGRAM**

Addendum No. 1 June 13, 2025



