

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DTMA-92-B-2012-0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES	
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IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. DTMA-92-C-2012-0005		5. REQUISITION/PURCHASE REQUEST NO. MA-PR600.65-2021-0033	6. PROJECT NO.
7. ISSUED BY U.S.DOT/ Maritime Administration Atlantic Div. Acquisition Office MAR-380-2 7737 Hampton Blvd Building 19 Suite 300 NORFOLK VA 23505-1204	CODE 00092	8. ADDRESS OFFER TO	
9. FOR INFORMATION CALL: 	a. NAME GLEN SPEARS	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (757) 593.3540	

SOLICITATION

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

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

SUMMARY OF WORK: CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, TOOLS, MATERIALS, SUPERVISION, ENGINEERING SERVICES, TESTING AND TESTING LABORATORY SERVICES, TRAFFIC CONTROL, PUBLIC PROTECTION AND ALL WORK INCIDENTALS NECESSARY TO DELIVER THIS ASPHALT OVERLAY PROJECT IN STRICT ACCORDANCE WITH THE PLANS AND SPECIFICATIONS OF THE CONTRACT.

11. The Contractor shall begin performance 10 calendar days and complete it within 40 calendar days after receiving award, notice to proceed. The performance period is mandatory negotiable. (See _____.)

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>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 7
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee is, is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than 45 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

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

MM EXCEL PAVING CORPORATION
1132 HARMONY RD
NORFOLK VA 23502-4651

15. TELEPHONE NO. (Include area code)

757-466-1855

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

DUNS 013325399 TIN 54-1673208

CODE 013325399 FACILITY CODE

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

AMOUNTS

\$138,792.00

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE								
1	6/20/12								

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:

Continued...

22. AMOUNT

\$138,792.00

23. ACCOUNTING AND APPROPRIATION DATA

See schedule

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

ITEM
Clause G.3

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE 00092

27. PAYMENT WILL BE MADE BY

U. S. DOT Maritime Administration
Atlantic Div. Acquisition Office
MAR-380.2
7737 Hampton Blvd
Building 19 Suite 300
Norfolk VA 23505-1204

MARAD A/P INVOICES
P.O. BOX 25710
OKLAHOMA CITY OK 73125

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return _____ copies to issuing office.)
Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,

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)

Jesse W. Thompson, Jr. - President

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

Melinda Simmons-Healy

30b. SIGNATURE

30c. DATE

7/12/12

31b. UNITED STATES OF AMERICA

[Signature]

31c. DATE

07/12/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTMA-92-C-2012-0005

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NAME OF OFFEROR OR CONTRACTOR
MM EXCEL PAVING CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>JRRF Facility Wide Asphalt Overlay Delivery Location Code: MAR-600.65 DAO - James River RF, FSG 2612 Harrison Road Fort Eustis VA 23604-9003 USA</p> <p>Accounting Info: 70XR161710.2012.97180FAC00.1261000000.25408.610065 00 / 7012617180FAC0 FOB: Destination Period of Performance: 07/23/2012 to 08/24/2012</p> <p>Contractor shall provide all labor, equipment and materials to Asphalt (overlay) at the James River Reserve Fleet IAW attached Statement of Work.</p> <p>The total amount of award: \$138,792.00. The obligation for this award is shown in box 22.</p>				138,792.00

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. **JRRF Green Procurement Policy:** It is the policy of James River Reserve Facility (JRRF) to promote the procurement of items with the highest recycled content practicable. It is also desirable for contractors to use/install green products in the performance of their work. This includes recycled content, energy saving, bio-based products.
 - 1.1. All work is to be performed in a manner that prevents pollution, protects the environment, and conserves natural resources.
2. **Statement of Work:** Contractor shall provide all labor, equipment and materials to Asphalt (overlay) the following areas:
 - Area of Fleet compound from the entrance of Administrative Building #2606 (inside of green fence) to Machinery Shop - Building # 2607; and Ice House - Building #2614.
 - Area of Fleet compound from retractable gate between Buildings Nos. 2608 & 2607 to graveled area in the rear of back lot.
 - Area of Fleet compound from both pier entries to graveled area in the rear of back lot; and along front side of CONEX containers.
 - Area of Fleet compound located between buildings on the north side and south side of the facilities.
 - NOTE: JRRF COTR will move mobile generator currently stationed near Building # 2612.
3. **Specifications:** The Contracting Officer's Representative (COR) will provide a safety and environmental briefing for all contractor personnel prior to project commencement. All personnel on the Fleet premises must have appropriate safety gear (i.e. safety shoes, eye protection, etc.).
 - 3.1. Contractor shall prepare work area in order to prevent any damage to or pollution of existing storm-water drains at the James River Reserve Fleet site.
 - 3.2. Saw cut, demolish and remove approximately 1,750 SF of defective pavement. Excavate to sub grade and patch with 4" asphalt prior to asphalt overlay.
Remove concrete bumper blocks throughout parking lots.
Sweep, clean, and remove oil spots from existing asphalt. Apply heavy duty paving fabric as required for extensive cracks.
 - 3.3. Repair or replace approximately 150 SY of spider webbed pavement (located on southeast corner of Fleet Compound map).
Remove all deteriorated asphalt and patch identified areas with 4" of asphalt.
 - 3.4. Clean and seal main line cracks over ¼" wide using a commercial grade hot poured crack sealant.
 - 3.5. Edge mill approximately 850 LF of pavement and tie downs along fence line and gates.
 - 3.6. Asphalt (overlay) and compact approximately 8600 SY with VDOT 2" SM-9.5A asphalt pavement.
 - 3.7. Apply facility entrance speed bump and paint yellow.
 - 3.8. Apply proper drainage sloping for existing storm water drain runoff throughout the Fleet compound

- 3.9. After asphalt paving - repaint original parking stripes.
- 3.10. Reset concrete bumper blocks throughout parking lot.
- 3.11. The Contractor shall not dispose of any cloths, rags, waste, trash or debris in JRRF trash containers or receptacles. At Contractor expense, the Contractor shall furnish adequate containment of all debris/trash accumulated during completion of this project. Debris/trash shall be removed daily and transported in closed containers from the facility in a manner that prevents release onto adjacent areas and properly disposed of.
- 3.12. Work shall be completed during normal Fleet business hours of 0700-1600, Monday thru Thursday. COR will immediately be made aware of any delays or absence.
 - 3.12.1. Note: COR will provide site map of JRRF Facility (*see Attachment J.2.*)

4. Contractor shall provide the following:

- 4.1. The contractor shall obtain from the Joint Base Langley-Eustis (JBLE), Directorate of Public Works (DPW) point of contact (to be identified at time of contract award) all digging permits that may be necessary to complete the contract.
- 4.2. Contractor's precautionary plan (control methods) to preclude any damage to or pollution of existing JRRF storm-water drains shall be identified during site visit.
- 4.3. Estimated completion time.
- 4.4. MSDS/Product Data Sheet on Asphalt & Materials.
- 4.5. References (at least three).
- 4.6. COTR will inspect project upon completion to ensure terms of contract have been met. Contractor shall provide warranty information on project and materials.

SECTION D - PACKAGING AND MARKING

THIS SECTION IS NOT APPLICABLE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not –

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance; (3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special full size and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However,

if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

E.2 CONTRACTOR INSPECTION SYSTEM

(a) Provide all necessary equipment, instruments, qualified personnel, facilities, and test fluids and gases, and perform all inspections, sampling, testing, and certifications specified in the individual Sections of the Specifications; fill out Daily Construction Report forms as documentation and submit the forms to the Government inspector by 10:00 a.m. on the first working day following the day the work was performed. Sample forms are provided in Section J of this contract. Daily Construction Report forms will be furnished to the Contractor.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

52.242-14 SUSPENSION OF WORK (APR 1984)

F.2 IN ADDITION TO THE ABOVE CLAUSES INCORPORATED BY REFERENCE, THE FOLLOWING CLAUSES ARE APPLICABLE TO THE SOLICITATION AND RESULTING CONTRACT:

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

The Contractor shall be required to (a) commence work under this contract within ten (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 30 calendar days after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work schedules for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance the Contracting Officer may require the Contractor to increase the number of shifts overtime operations days of work and/or the amount of construction plant and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

F.3 CONTRACTOR'S SCHEDULE

A preliminary copy of the Contractor's proposed schedule shall be prepared and submitted to the Contracting Officer prior to the preconstruction conference. Any questions or problems that might cause a delay in approval of the schedule can be addressed during this conference.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 SUBMITTALS/SHOP DRAWINGS:**

Contractor shall provide a schedule of required submittals indicating the order in which the Contractor proposes to provide the required submittals and the dates on which the Contractor plans to provide said submittals. This schedule shall be provided prior to the preconstruction conference for review and discussion during the conference. The Contractor is to forward five (5) copies of applicable submittals to the Contracting Officer. The Contracting Officer will indicate his/her approval or disapproval of the submittals/shop drawings and if not approved as submitted shall indicate reasons thereof. Any work done prior to such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from the responsibility for complying with the requirements of this contract.

G.2 PRECONSTRUCTION CONFERENCE:

As soon as practicable after the award of contract, a mutually agreeable time and date for a preconstruction conference between the representatives of the Government and the Contractor will be established. This conference will be held either by telephone or, if convenient, at the site or this office to discuss the terms and conditions of the contract. Below are some of the items to be discussed:

- (a) Detailed procedures for the administration of the project,
- (b) Identify the authorized representatives of the Government and the Contractor's Superintendent(s), (c) Contractor's field office address and telephone number,
- (d) Contractor's draft Construction Progress Schedule (Section F (F.4)) The Notice to Proceed date will be established during this meeting.
- (e) Procedures for processing periodic pay estimates (Section G (G.3-6))
- (f) Review of Submittal Schedule giving proposed dates Contractor will submit all required contract submittals (Section G (G.1))
- (g) Requirements and procedures for preparing work schedules and reporting programs,(Section E (E.2)) (h) Procedures for equal opportunity compliance,
- (i) Information on delivery of Government-furnished property (If Applicable).

G.3 INVOICE SUBMISSION INSTRUCTIONS – MARAD

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

(1) Electronic invoices shall be addressed to MARADInvoices@faa.gov, with copy to MARADSARInvoices@dot.gov

Electronic invoices shall conform to the following criteria, or be subject to rejection:

- a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.

b. The e-mail subject shall include the contract/purchase order number and invoice number.

c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

(2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P SAR Invoices Branch
AMZ-160
PO Box 25710
Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:

MARAD A/P SAR Invoices Branch
AMZ-160
6500 S MacArthur Blvd.
Oklahoma City, OK 73169

G.5 GOVERNMENT REPRESENTATIVES

The Government may, upon contract award or thereafter, name representatives with titles such as Project Engineer, Contracting Officer's Representative(s), Inspector(s), and so on. Such individuals will be named in writing by the Contracting Officer, with individual responsibilities set forth at that time.

In any event, no such named individual has the authority to issue any direction under this contract either technical or otherwise, which constitutes a change to the terms, conditions, and price or delivery schedule of the contract. Only the Contracting Officer is authorized to alter the contract in any manner.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. JOB SUPERINTENDENT

Special attention is called to the requirement for superintendence by the Contractor, FAR Clause 52.236-6. The contractor shall provide a job superintendent on the site at all times during contract performance that is able to read, write, understand, and speak English.

H.2 MODIFICATION PROPOSALS - PRICE BREAKDOWN

The contractor, in connection with any proposal made for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer. Once a contract modification has been authorized, the contractor shall submit an updated progress schedule that includes all changes implemented by the modification.

H.3 SANITATION

Adequate sanitary conveniences of an approved type for the use of persons employed on the work, and properly secluded from public observation, shall be constructed and maintained by the Contractor in such a manner and at such points as shall be required or approved by the Contracting Officer. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work they shall be removed from the premises, leaving the premises clean and free from nuisance.

H.4 WORK OUTSIDE REGULAR WORK HOURS

If the contractor desires to perform work under this contract outside regular work hours or on Saturdays, Sundays or holidays, a written request shall be made, to the Contracting Officer no less than 10 calendar days prior to the planned start of such work. Regular work hours are, for the purpose of this clause, those hours the activity or Command, where the work is to be performed, normally works on a day-by-day basis. Application by the Contractor does not imply consent by the Government. Each application will be considered, and a decision made, on the potential benefit of permitting such work. Approval of a Contractor's application under this clause will be, unless otherwise agreed in writing, at no additional cost to the Government.

H.5 STATEMENT AND ACKNOWLEDGMENT FORM (SF 1413)

Special attention is called to the requirement for insertion of and compliance with various labor clauses called out in FAR Clause 52.222-11 in any subcontracts regardless of tier. Within 14 days after contract award of the prime contract, an executed SF-1413 is required for each subcontract. This also applies to any subsequently awarded subcontract.

H.6 REQUIRED BONDING –

PERFORMANCE BOND (Standard Form 25) will be required as follows: 100% of total amount of contract; PAYMENT BOND (Standard Form 25a) will be required as follows: 100% of total amount of contract; Performance and payment

bonds placed with a surety or sureties acceptable to the Government and in the amounts indicated shall be submitted within ten (10) calendar days after receipt of award and shall be maintained for the entire contract.

H.7 REQUIRED INSURANCE

(a) The contractor shall procure and maintain insurance during the entire period of performance under this contract, in accordance with Federal Acquisition Regulation Clause 52.228-5, INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (See Section I). FAR 28.307-2 states the following minimum amounts of liability:

MINIMUM COVERAGE REQUIRED

(1) Workers' Compensation and Employer's Liability - at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability - bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(3) Automobile Liability - automobile liability insurance written on the comprehensive form of policy of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(b) As evidence that the specified insurance has been obtained, the contractor shall furnish the contracting officer with a certificate of insurance. Such certificate shall be furnished prior to commencement of work and shall provide for thirty (30) calendar days written notice to the Contracting Officer.

SECTION I - CONTRACT CLAUSES

I.1 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 it was given in full text. Upon request, the Contracting Officer will make full text available. Also, the full text of a clause may be assessed electronically at this/these address(es):

Federal Acquisition Regulations (52.) <https://www.acquisition.gov/comp/far/current/html/FARTOCP52.html>

Transportation Acquisition Regulations (1252.) <http://www.dot.gov/ost/m60/tamtar/part1252.htm>

U.S. Maritime Administration Provisions and Clauses (MCL.H)

https://voa.marad.dot.gov/Solicitation_Awards/docs/mar-380/MARAD%20Clauses%20MCL%20for%20HTML.htm

I.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1 DEFINITIONS (JAN 2012)

52.203-3 GRATUITIES (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)

52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (FEB 2012)

52.204-9 PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING (JAN 1986)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

- 52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)
- 52.222-3 CONVICT LABOR (JUNE 2003)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIMECOMPENSATION (JULY 2005)
- 52.222-6 DAVIS-BACON ACT (JULY 2005)
- 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)
- 52.222-8 PAYROLLS AND BASIC RECORDS (JUNE 2010)
- 52.222-9 APPRENTICES AND TRAINEES (JULY 2005)
- 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
- 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)
- 52.222-12 CONTRACT TERMINATION-DEBARMENT (FEB 1988)
- 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
- 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
- 52.222-37 EMPLOYMENT REPORTS VETERANS (SEPT 2010)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-4 PATENT INDEMNITY - CONSTRUCTION CONTRACTS (DEC 2007)
- 52.227-17 RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)
- 52.228-1 BID GUARANTEE (SEPT 1996)
- (c) The amount of the bid guarantee shall be twenty percent (20%) of the bid price.
- 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)
- 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
- 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEPT 2002)
- 52.232-17 INTEREST (OCT 2010)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-1 DISPUTES (JULY 2002)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION STRUCTURE, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREA (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION, ALT I (NOV 1991)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-17 LAYOUT OF WORK (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-4 CHANGES (JUNE 2007)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)
- 52.248-3 VALUE ENGINEERING - CONSTRUCTION (OCT 2010)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004) – ALT I (SEPT 1996)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- I.3 TRANSPORTATION ACQUISITION REGULATION (1252) CLAUSES
- 1252.223-73 Seat Belt Use Policies and Programs (APR 2005)
- I.4 IN ADDITION TO THE ABOVE CLAUSES INCORPORATED BY REFERENCE, THE FOLLOWING CLAUSES ARE APPLICABLE TO THE SOLICITATION AND RESULTING CONTRACT:
- 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection

Agency designates in 40 CFR Part 82 as—

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydro chlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by [42 U.S.C. 7671j](#) (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEPT 2010)

(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 item (as defined in paragraph (1) of the definition at 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 section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

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

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or 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—

(3) 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

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

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States; (2) A construction material manufactured in the United States, if—

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

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material. “United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). 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 item 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. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

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

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

(C) Quantity; (D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material		_____	_____
Domestic construction material		_____	_____
Item 2:			
Foreign construction material		_____	_____
Domestic construction material		_____	_____

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

[Include other applicable supporting information.]

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**Facility Wide Asphalt Overlay
James River Reserve Fleet, Ft.
Eustis, VA**

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

(End of clause)

SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENTS</u>	<u>TITLE</u>	<u>DATE</u>	<u>PAGES</u>
J.1.	WAGE RATE DECISION – VA120014	1/6/2012	4 PAGES
J.2.	JRRF Re-Surfacing		1 PAGE
J.3.	BIDDER QUESTIONS/ANSWERS		2 PAGES

WAGE DETERMINATION

General Decision Number: VA120014 01/06/2012 VA14

Superseded General Decision Number: VA20100106

State: Virginia

Construction Type: Highway

Counties: Gloucester, Hampton*, James*, Mathews, Newport News* and York Counties in Virginia.

* INDEPENDENT CITIES

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/06/2012

* SUVA2010-004 02/01/2011

	Rates	Fringes
CARPENTER (STRUCTURE).....	\$ 17.43	
CEMENT MASON/CONCRETE FINISHER...	\$ 14.59	
ELECTRICIAN.....	\$ 29.24	
FORM SETTER.....	\$ 14.00	
IRONWORKER, REINFORCING.....	\$ 29.80	
IRONWORKER, STRUCTURAL.....	\$ 29.80	
LABORER		
Asphalt Raker.....	\$ 14.94	
Construction Laborer I (Skilled Laborer).....	\$ 14.32	
Construction Worker II (Laborer).....	\$ 10.36	
Flagger.....	\$ 9.43	
Guardrail Erector.....	\$ 11.00	
Landscape Worker.....	\$ 11.08	
Pipe Layer.....	\$ 12.61	
Power Tool Operator.....	\$ 11.33	
PILEDRIVERMAN.....	\$ 23.41	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 17.75	
Asphalt Paver.....	\$ 16.00	
Backhoe.....	\$ 16.32	
Bulldozer.....	\$ 16.00	
Concrete Finish Machine.....	\$ 15.00	
Concrete Paving Machine.....	\$ 15.69	
Concrete Pump.....	\$ 16.12	
Concrete Saw.....	\$ 14.00	

Crane, Derrick, Dragline (1 cm & under).....	\$ 24.00
Crane, Derrick, Dragline (over 1 cm).....	\$ 28.92
Drill Operator.....	\$ 10.00
Excavator (Gradall).....	\$ 17.39
Front End Loader (2 cm & under).....	\$ 17.15
Front End Loader (over 2 cm).....	\$ 16.80
Hydro Seeder.....	\$ 10.00
Mechanic.....	\$ 17.21
Motor Grader (Fine grade)...	\$ 18.00
Motor Grader (Rough grade)..	\$ 19.25
Pavement Marking.....	\$ 11.67
Pavement Planing.....	\$ 22.10
Pile Driver.....	\$ 17.00
Roller (Finish).....	\$ 16.00
Roller (Rough).....	\$ 14.14
Stabilizer.....	\$ 18.75
Tractor Operator (Crawlers).\$	10.00
Trenching Machine.....	\$ 14.00
Truck Operator (Utility)....	\$ 15.65

TRAFFIC SIGNAL INSTALLER.....\$ 21.64

TRUCK DRIVER

Truck Driver (Multi-Rear Axle).....	\$ 16.00
Truck Driver (Single Rear Axle).....	\$ 15.33
Truck Driver (Tandem Rear Axle).....	\$ 16.00
Truck Driver, Heavy Duty (7 cy & under).....	\$ 13.54
Truck Driver, Heavy Duty (over 7 cy).....	\$ 13.28

WELDER.....\$ 14.00

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

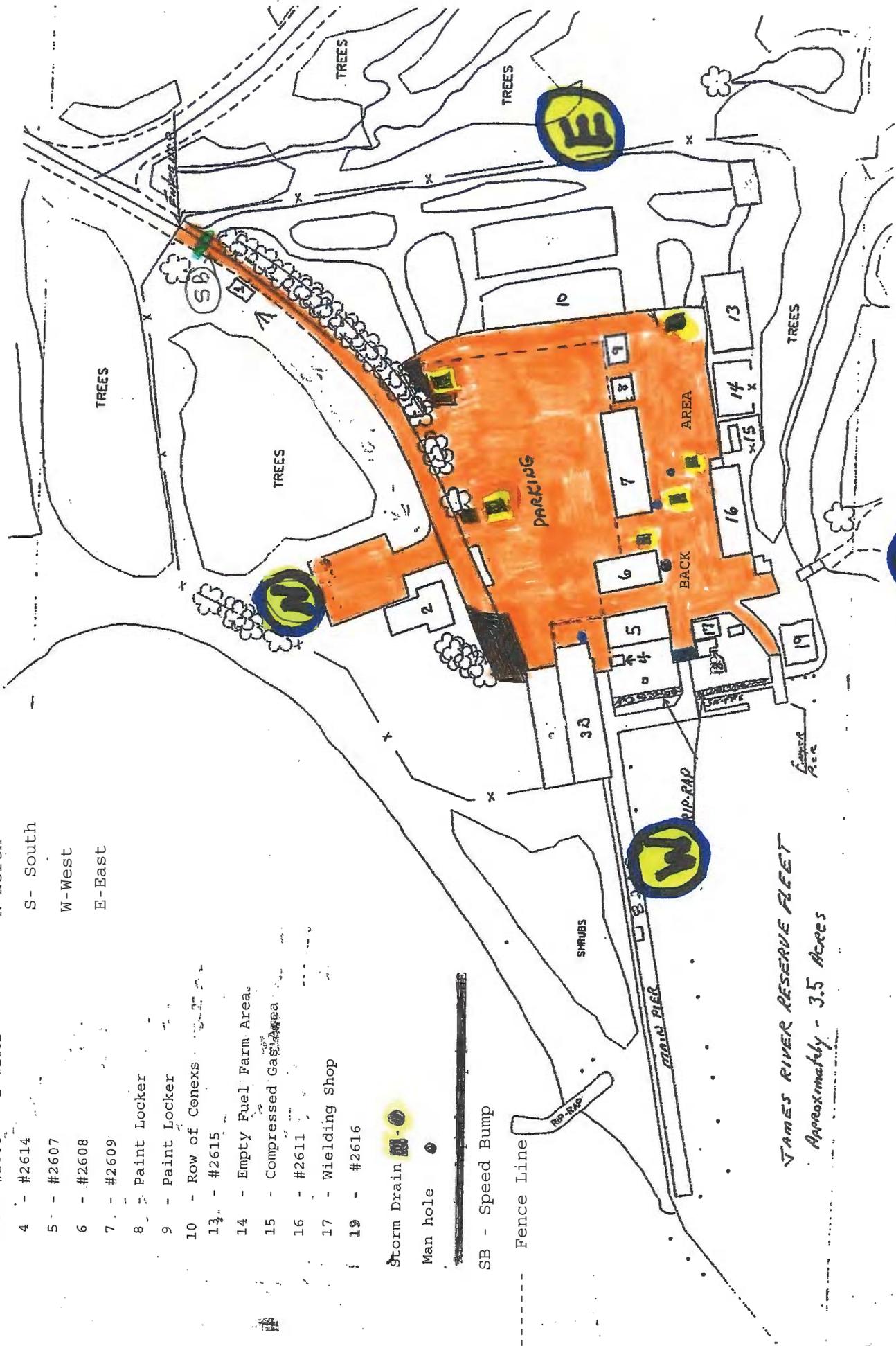
4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Sketch - JRRF Re-Surfacing

- | | |
|---------------------------|-----------|
| JRRF Building Number | N-North |
| 3B - #2606 | 2 - #2612 |
| 4 - #2614 | S- South |
| 5 - #2607 | W-West |
| 6 - #2608 | E-East |
| 7 - #2609 | |
| 8 - Paint Locker | |
| 9 - Paint Locker | |
| 10 - Row of Conexs | |
| 13 - #2615 | |
| 14 - Empty Fuel Farm Area | |
| 15 - Compressed Gas Area | |
| 16 - #2611 | |
| 17 - Welding Shop | |
| 19 - #2616 | |



JAMES RIVER RESERVE FLEET
Approximately - 3.5 Acres

RESPONSE TO BIDDER QUESTIONS:

QUESTION	RESPONSE
1. Who is responsible for fence/gate movement and adjustments?	Contractor.
2. Does gate Loop operation need to be guaranteed once they are paved over?	Yes. Contractor to re-seal with 4 coats sealant within the Fleet compound from front entrance back towards existing Guard Shack approx. 12'X18'.
3. What type of asphalt is required for patching?	The same as noted within the Statement of Work (VDOT SM-9.5A)
4. Can JRRF personnel be responsible for applying grass/weed killer once pavement cracks are cleaned?	Fleet will be responsible for this aspect (a certified contractor is required due to the JBLE regulatory requirements).
5. Who will designate the areas to be edge-milled?	Contractor to coordinate with the COR on where the approx. 850 LF of edge milling is to occur along fence lines and gates.
6. How will the milling and overlay be handled around the paint lockers and electrical feed?	Fleet will disconnect power and move/replace two existing paint lockers.
7. How close can open flames come to area around the fuel farm?	In accordance with DOD Regulation EM-385 states, "No open flames within 50' of hazard"
8. Is the mode of repair of "spider webbed" area at southeast corner of the facility to be done at contractor's discretion?	Yes.
9. Do you want a price for 4" depth patching?	Contractor is to include in quote based on understanding that work performed is to result in minimal disturbance to land.
10. Will contractor saw cut concrete walkways at front of Bldg. 2612 to tie in with overlay and maintain grade?	Yes.
11. How will asphalt be tied in across the fencing to maintain drainage?	Contractor is responsible for properly installing asphalt across fencing to maintain drainage using standard industry practice.
12. Will overlay be required to go all the way up to the vinyl siding of Bldg. 2608?	Yes. The wooden steps will stay in place, contractor will asphalt around this area and up to vinyl siding.
13. Is there a definite quantity for paving fabric?	Determination of paving fabric quantity is to be made by Contractor based on observable areas where repair of extensive cracking is required.
14. Is JRRF aware that final pavement finish/appearance will vary between hand work and machine work?	Yes.

15. How do we submit a proposal that itemizes the work the contractor will do in order to make sure the scope of work is clear?

Bidders are to complete the attached JRRF Facility Wide Asphalt Overlay Pricing Matrix itemizing pricing for each work requirement by area.