



**ALEXANDRIA STATION IMPROVEMENTS AND  
KING STREET AND COMMONWEALTH AVENUE  
RAIL BRIDGE REPLACEMENT PROJECT**

**STRUCTURAL STEEL PROCUREMENT**

**INVITATION FOR BID**

**IFB No.: 01-002-25-0001**

**March 12, 2025**

## **TABLE OF CONTENTS**

**PART 1 INSTRUCTIONS TO BIDDERS**

**PART 2 BID FORM**

**PART 3 PROCUREMENT FORMS**

**PART 4 INSURANCE REQUIREMENTS**

**PART 5 PROCUREMENT DRAWINGS**

**PART 6 TECHNICAL SPECIFICATIONS**

**PART 7 SAMPLE CONTRACT**

# **PART 1**

## **INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

### 1.0 INTRODUCTION

Virginia Passenger Rail Authority (“VPRA” or “Buyer”) is soliciting Bids from qualified Bidders for structural steel and related material and services in support of the Virginia Railway Express-led Alexandria Station Improvements and King Street and Commonwealth Avenue Rail Bridge Replacement Project (the “K&C Bridges Project”) in Alexandria, Virginia. The procurement includes the fabrication at Contractor’s plant or site of structural steel together with bearings, miscellaneous steel, handrails and walkways. Contractor shall also be responsible for storage and shipment of all finished products. Additional information about the K&C Bridges Project can be found at <https://vapassengerrailauthority.org/kingandcommonwealth/>.

### 2.0 PROCUREMENT BIDDING DOCUMENTS

The procurement bidding documents consist of the following: Instructions to Bidders (Part 1), Bid Form (Part 2), Procurement Forms (Part 3), Insurance Requirements (Part 4), Procurement Drawings (Part 5), Technical Specifications (Part 6), and Sample Contract (Part 7) (collectively, the “IFB Documents”).

Bidders are responsible for carefully reviewing the IFB Documents and understanding all requirements associated with the Work. Bidders shall not take advantage of any actual or potential error in the IFB Documents. Bidders shall identify any potential errors in writing to VPRA’s point of contact specified in Section 4. If VPRA determines that the IFB Documents contain an ambiguity, conflict, error, omission, or mistake, VPRA reserves the right to modify the IFB Documents to correct the ambiguity, conflict, error, omission, or mistake.

### 3.0 DEFINITIONS

Unless otherwise defined herein, capitalized terms within these Instructions to Bidders shall have the following meanings:

Bid	A Bidders completed Bid Form inclusive of all required attachments.
Bid Form	The document included at <u>Part 2</u> to this IFB.
Bid Price	The Bidder’s lump sum price to complete the Work as set forth in paragraph 3.03 of their Bid Form.
Bid Security	The bond or security provided by Bidders to VPRA in accordance with the requirements of Section 17.0 of this Instructions to Bidders.
Bidder	The prospective contractor that is submitting a Bid to VPRA for performance of the construction activities described within the IFB Documents.
Business Days	A Monday, Tuesday, Wednesday, Thursday, or Friday that is not a federal or state (Virginia) holiday.
Buyer or VPRA	Virginia Passenger Rail Authority.
Commonwealth	The Commonwealth of Virginia.
Contract	The written agreement executed between VPRA and the Contractor pursuant to this IFB and which contains the terms and conditions governing the Work.
Contractor or Fabricator	The firm which is the successful Bidder on this procurement.
DBE	A firm certified as a Disadvantaged Business Enterprise by either DSBSD or MWAA.
DSBSD	The Virginia Department of Small Business and Supplier Diversity.
IFB	Invitation for Bid No. 01-002-25-0001.
IFB Documents	The documents identified within Section 2.0 of this Instructions to Bidders.
Instructions to Bidders	<u>Part 1</u> of the IFB stating the submission requirements and other obligations associated with this procurement.

Insurance Requirements	The requirements which are specified in Part 4 to this IFB.
K&C Bridges Project	The Virginia Railway Express-led Alexandria Station Improvements and King Street and Commonwealth Avenue Rail Bridge Replacement Project in Alexandria, Virginia.
MWAA	Metropolitan Washington Airports Authority.
Notice of Intent to Award	The written notification provided by VPRA informing a Bidder that it is the party to whom VPRA intends to award the Contract.
SWaM	A firm certified by DSBSD as a small, women-owned, or minority-owned business or related to a small, women-owned, or minority-owned business.
Work or Project	The labor, equipment and materials necessary to complete the construction and fabrication activities described within the Contract Documents.

#### **4.0 SINGLE POINT OF CONTACT**

VPRA's sole point of contact ("POC") for matters related to this procurement is:

Slade Greenway  
919 E. Main Street, Suite 2400  
Richmond, VA 23219  
[procurement@vpra.virginia.gov](mailto:procurement@vpra.virginia.gov)

All communications regarding the procurement shall be directed to the POC in writing by email transmittal to the address specified in this Section 4.0. Written communications to VPRA's POC from Bidders shall contain "IFB 01-002-25-0001" in the subject line followed by the Bidder's name.

VPRA disclaims the accuracy of information derived from any source other than VPRA's POC, and the use of any such information is at the sole risk of the Bidder. Only written communications received from the POC or its designee may be relied on throughout this procurement. VPRA is not responsible for oral communications or other communications that occur outside the communications protocol established by this IFB.

VPRA may, in its sole discretion, waive or modify the provisions of this Section 4.0 wherever deemed prudent to the efficient administration of the procurement.

#### **5.0 RULES OF CONTACT**

As of the date of issuance of this IFB, no Bidder shall contact any employee or representative of VPRA concerning this IFB or the K&C Bridges Project, including members of VPRA's Board of Directors, except for the POC as specifically permitted in this IFB. This prohibition does not apply to discussions with VPRA not related to this IFB or the K&C Bridges Project.

The following entities are considered "representatives" of VPRA (or other K&C Bridges Project stakeholders) during this procurement and may not be contacted by any means whatsoever concerning this IFB or the K&C Bridges Project:

- (a) Kimley-Horn and Associates, Inc.;
- (b) Mott MacDonald;
- (c) ButlerMatrix;
- (d) Michael Baker International;
- (e) Hill International;
- (f) HDR Engineering, Inc.; and
- (g) Gannett Fleming TranSystems.

In addition, Bidders are prohibited from contact with the following stakeholders concerning this IFB or the K&C Bridges Project:

- (a) Virginia Railway Express ("VRE"); and
- (b) CSX Transportation, Inc.

## **6.0 PRE-BID CONFERENCE**

A virtual, non-mandatory pre-bid conference will be held at **9:00 AM EST** on **March 19, 2025**.

Registration to attend the pre-bid conference is required by **March 18, 2025** at **11:59 PM**. Bidders can register at [Pre-Bid Conference](#). Once registered, you will receive additional instructions as well as a link for the webinar. Please note that every person who plans to attend, must register.

Following the pre-bid conference, VPRA will publish the presentation materials and a list of registered attendees on the VPRA website. Any questions and answers that are presented during the pre-bid conference or any changes to the solicitation resulting from this conference will be issued in a written addendum in accordance with Section 8.0.

## **7.0 QUESTIONS/REQUESTS FOR CLARIFICATION FROM BIDDERS**

All questions and requests for clarification regarding this IFB shall be submitted to VPRA's POC via electronic mail using **Form PD 21**, which Bidders shall submit in Microsoft Word® format. No requests for additional information, clarification or any other communication should be directed to any other individual. **NO ORAL REQUESTS FOR INFORMATION WILL BE ACCEPTED.**

Bidders shall not provide information that discloses the Bidders' identity in the body of the question or request for clarification. All questions or requests for clarification must be submitted by **5:00 PM, March 26, 2025**. Questions or clarifications requested after such time will not be answered, unless VPRA elects, in its sole discretion, to do so.

VPRA will post responses to the questions/requests for clarification received and answered on VPRA's website at [Current Contracting Opportunities](#).

## **8.0 ADDENDA**

VPRA may amend the IFB from time to time in its sole discretion. Any such amendments shall be incorporated into the IFB through an addendum. Addenda to the IFB, if any, will be posted on VPRA's website at [Current Contracting Opportunities](#).

Bidders shall base their Bids on the terms and conditions of the IFB Documents included in the latest issued addendum. VPRA will not be bound by any oral communications, written interpretations, or clarifications that are not set forth in an addendum.

## **9.0 REGISTRATION AND LICENSURE**

A Bidder (and any subcontractors) practicing or offering to practice professional services in the Commonwealth, including but not limited to, those practicing or offering to practice engineering, surveying, hydrologic and hydraulic analysis, geotechnical analysis and landscape architecture, shall be required to possess the appropriate commercial professional registration and license details for all main and branch offices proposed for the Work, as well as appropriate individual registration and license details for those professional occupations.

## **10.0 QUALIFICATIONS OF BIDDERS**

VPRA may at any time conduct such investigations as VPRA deems necessary to establish the responsibility, qualifications, and financial ability of Bidder, and after the opening of Bids may require a Bidder to submit documentation of its qualifications, including but not limited to financial data and documentation of previous experience comparable to the work contemplated by this IFB.

## **11.0 DOMESTIC PREFERENCE**

When preparing their Bid, Bidders should to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

## **12.0 NO ADJUSTMENT FOR MATERIAL ESCALATIONS**

In formulating its Bid Price, Bidder shall fully account for potential escalations in material costs, including those resulting from tariffs. Bidders are advised that no modifications to the Contract will be allowed to account for any changes in material costs occurring between the submission of Bids and the purchase of material for use on the Contract.

## **13.0 PERFORMANCE AND PAYMENT BONDS**

Bidder must be able obtain and furnish to VPRA a Performance and Payment Bond, in the form set forth at Part 3 to this IFB (Procurement Forms), for the amount of its lump sum price on the Bid Form. Before commencing any Work, the Contractor shall procure, and shall thereafter maintain in force during the period of the Contract, all at Contractor's own expense, performance and payment bonds that comply with the requirements set forth in the Contract, with surety companies satisfactory to Buyer, covering all Work and services to be performed by Contractor and each of the subcontractors.

## **14.0 INSURANCE REQUIREMENTS**

Bidders must be able to obtain insurance in accordance with Part 4 to this IFB (Insurance Requirements). Before commencing any Work, the Contractor shall procure, and shall thereafter maintain in force during the period of the Contract, all at Contractor's own expense, insurance that complies with the requirements set forth in the Contract, with insurance companies satisfactory to VPRA, covering all Work and services to be performed by Contractor and each of the subcontractors.

## **15.0 CERTIFICATIONS**

Bidders shall be certified as Bridge Fabricator- Intermediate (or) Advanced under the AISC Quality Certification Program. Bidder shall submit their AISC Certification with its Bid.

## **16.0 TIME FOR PERFORMING WORK**

All Bidders will bid the work based on the delivery requirements set forth in the Contract. Submittal of a Bid is acknowledgement that the Bidder understands that it is to bid to complete the Work on time. Contractor will be required to indemnify and hold harmless VPRA for any losses or damages arising from Contractor's failure to deliver the Work timely, including (without limitation) any losses or damages arising from delay claims asserted by the VRE's contractor(s) on the K&C Bridges Project due to late delivery of the materials.

## **17.0 SMALL, DIVERSE, AND DISADVANTAGED BUSINESS PARTICIPATION**

No SWaM or DBE contract goals are included within this solicitation. However, bidders must ensure that DSBSD-certified SWaMs and DSBSD/ MWAA-certified DBEs have a meaningful chance to compete for and perform work on the contract. Bidders should take all necessary and reasonable steps for this assurance.

Wherever feasible, Contractor should seek to maximize the use of SWaMs and DBEs for as much of the work as possible throughout the lifetime of the Project. A directory of DSBSD-certified SWaM businesses and DSBSD/MWAA-certified DBEs is available online at: <https://directory.sbsd.virginia.gov/#/executiveExport>. Bidders should consider assisting small, diverse, and/or disadvantaged businesses in obtaining certification wherever eligible.

Bidders shall submit:

1. a completed Form PD 60 (Small and Diverse Business Subcontracting Plan) detailing Bidder's Small and Diverse Business Subcontracting Plan for the Project; and
2. a completed Form PD 50B (DBE Utilization Plan) detailing Bidder's plan to use DSBSD/MWAA-certified DBEs for the Project.

Each Bidder is responsible for independently verifying the certification status of firms that it includes within its Small and Diverse Business Subcontracting Plan (Form PD 60) and DBE Utilization Plan (Form 50B). Bidders are still required to submit Form PD 60 and Form PD 50B even if no SWaMs and/or DBEs will be utilized for the Work. In that circumstance, Bidder should denote "None" on the forms, as applicable.

## **18.0 PREPARATION OF BID**

The Bid Form is included with the IFB Documents at Part 2. All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each item in the Bid Form. The responsibilities of each Bidder submitting a Bid are described in the Bidder's representations and certifications set forth in the Bid Form.

## **19.0 BID SECURITY**

Each Bidder shall provide Bid Security equal to 5% of Bidder's Bid Price (5% of the lump sum price on the Bid Form attached at Part 2). Such Bid Security shall be in the form of a certified or cashier's check made payable to Virginia Passenger Rail Authority or bid bond issued by a surety authorized to conduct business in the Commonwealth and who is approved in Federal Circular 570 as published by the U.S. Treasury Department using the form provided in Part 3, executed by the Surety and Bidder. Bidder shall submit the Bid Security with its Bid. Bidder pledges to enter into the Contract with VPRA on the terms stated in the IFB and will furnish the additional bonds required under Section 12.0 covering the faithful performance of the Work and payment of all obligations arising hereunder. If a Bidder fails to honor its Bid by refusing to enter into the Contract for the Work, then VPRA shall be entitled to the lesser amount between (i) the difference between the Bid for which the bond was written and the next low bid, and (ii) the face amount of the Bid Security. Bid Security will be forfeited to VPRA as full liquidated damages, but not as a penalty. VPRA will have the right to retain the Bid Security of Bidders until the Contract has been executed or the specified time has elapsed so that Bids may be withdrawn, or all Bidders have been rejected.

## **20.0 MODIFICATION OR WITHDRAWAL OF BID**

A Bid may be modified or withdrawn by a document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

After the opening of bids, a Bidder may withdraw its bid from consideration (without impact to the corresponding bid security) if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. Any Bidder wishing to withdraw its bid must provide notice in writing of its claim of right to withdraw its bid within two Working Days after the conclusion of the bid opening procedure and shall submit original work papers with such written notice.

## **21.0 BID SUBMITTAL**

Bids are to be submitted electronically to [bids@vpva.virginia.gov](mailto:bids@vpva.virginia.gov) and must be received by **2:00 PM, April 16, 2025**. NO BIDS OR BID MODIFICATIONS SUBMITTED AFTER THE DATE AND HOUR DESIGNATED



FOR RECEIPT OF BIDS WILL BE ACCEPTED OR CONSIDERED. In the case of Bid Security tendered through certified or cashier's check, Bidder shall include a copy of the check when submitting its Bid with the original of the check to follow by overnight mail addressed to the POC.

## **22.0 OPENING OF BIDS**

A virtual public bid opening will be hosted by VPRA on **April 16, 2025, at 2:00 PM**. Bids will be opened at this time and their contents publicly announced. Personnel opening and reading the bids read the name of the firm and total price. Please note that award results are not made public at that time. The bids are tabulated and VPRA's Procurement Department then analyzes them to determine the lowest responsive, responsible bidder before the award can be made. Bidders may register to attend the bid opening at: [Bid Opening](#).

## **23.0 EVALUATION OF BIDS AND AWARD OF CONTRACT**

In evaluating Bids, VPRA will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to the due date for Bids. VPRA will reject the Bid of any Bidder that VPRA finds, after reasonable inquiry and evaluation, to not be responsible. If VPRA elects to award the Contract, such award will be to the responsible Bidder submitting the lowest responsive Bid.

## **24.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All Bids will remain subject to acceptance for the period stated in the Bid Form, but VPRA may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

## **25.0 NOTICE TO BIDDERS**

At the conclusion of the evaluation process described in this IFB, VPRA will advise Bidders as to the status of their Bid and provide a Notice of Intent to Award to the lowest responsive and responsible Bidder. The Notice of Intent to Award will include a copy of the Contract to be executed by the successful Bidder along with the Performance and Payment Bond forms.

## **26.0 ADDITIONAL SUBMITTALS**

Within fifteen (15) Business Days of receipt of the Notice of Intent to Award, the successful Bidder shall provide the information and materials stated in this section to VPRA. Provision of these materials and approval thereof by VPRA is a condition precedent to Award of the Contract.

The successful Bidder shall provide the following:

1. A completed **Form 44** (Proof of Authority to Transact Business in Virginia);
2. Evidence of insurance required by the Contract as specified in [Part 4](#) to this IFB.
3. A completed **Form PD 76** (Performance Bond);
4. A completed **Form PD 77** (Payment Bond);
5. Evidence that Contractor (and any subcontractors) hold all licenses, registrations, and credentials required by the laws of the Commonwealth to design and construct the Work;
6. A fully executed copy of the Contract; and
7. Such additional information as may be designated by VPRA within the Notice of Intent to Award.

## **27.0 BIDDERS RESPONSIBLE FOR ALL COSTS**

Issuance of this IFB by VPRA in no way constitutes a commitment by VPRA to award a contract or to pay any costs incurred by a Bidder in the preparation of a Bid response to this IFB. Bidders shall be responsible for all costs associated with participation in this procurement process, including but not limited to the preparation of Bids, attendance at public forums or other meetings established pursuant to the procurement process, and any other efforts or costs arising from or related to this procurement.

## **28.0 NO ASSUMPTION OF LIABILITY**

In no event shall VPRA be bound by, or liable for, any obligations with respect to the IFB until such time (if at all) a contract, in form and substance satisfactory to VPRA, has been executed and authorized by VPRA and then, only to the extent set forth therein.

## **29.0 RESERVATION OF RIGHTS**

In connection with this procurement, VPRA reserves to itself all rights (which rights shall be exercisable by VPRA in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

- (a) The right to cancel, withdraw, postpone, or extend this IFB in whole or in part at any time prior to the execution by VPRA of the Contract, without incurring any obligations or liabilities.
- (b) The right to issue a new IFB.
- (c) The right to reject any and all Bids received at any time, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids.
- (d) The right to modify all dates set or projected in this IFB.
- (e) The right to suspend and terminate the procurement process at any time.
- (f) The right to waive or permit corrections to data submitted with any response to this IFB until such time as VPRA declares in writing that a particular stage or phase of its review of the responses to this IFB has been completed and closed.
- (g) The right to issue addenda, supplements, and modifications to this IFB.
- (h) The right to hold meetings and conduct discussions and correspondence with one or more of the Bidders responding to this IFB to seek an improved understanding of the responses to this IFB.
- (i) The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the IFB, including the right to seek clarifications from Bidders.
- (j) The right to waive deficiencies, informalities and irregularities in a Bid, accept and review a non-conforming Bid or seek clarifications or supplements to a Bid.
- (k) The right to disqualify any Bidder that changes its submittal without VPRA approval.
- (l) The right to change the method of award at any time prior to submission of the bids.
- (m) The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the IFB.

## **30.0 ORGANIZATIONAL CONFLICTS OF INTEREST**

Matters involving real or perceived organizational conflicts of interest ("OCI") will be administered in accordance with VPRA's Organizational Conflict of Interest Policy (the "OCI Policy") which is available at <https://vapassengerrailauthority.org/procurement/>.

Bidders are notified that prior or existing contractual obligations between a company and a federal or state agency relative to the IFB or VPRA's programs could give rise to potential OCI. Each Bidder shall independently assess potential OCI and require its proposed team members to identify real and apparent OCI, with particular emphasis on that which provides a real or perceived unfair competitive advantage relative to this procurement. In accordance with the OCI Policy, Bidders shall promptly disclose to VPRA all real or apparent OCI. In instances where a Bidder is unclear as to whether a particular circumstance could

be considered real or apparent OCI, they must, in accordance with the OCI Policy, seek a determination from VPRA.

VPRA shall have sole discretion as relates to determinations involving OCI on this IFB. Any firm determined to have an OCI that cannot be neutralized, mitigated or otherwise waived (when determined to be in the public interest), shall not be allowed to participate in the procurement. Failure to abide by VPRA's determination in this matter may result in a Bid being declared non-responsive.

### **31.0 VIRGINIA FREEDOM OF INFORMATION ACT**

All Bids submitted to VPRA become the property of VPRA and are subject to the disclosure requirements of the Virginia Freedom of Information Act (VFOIA) (Va. Code § 2.2-3700 et seq.).

### **32.0 COMPLIANCE WITH LAW IN THE COMMONWEALTH**

Failure to comply with the law with regard to those legal requirements in the Commonwealth (whether federal or state) regarding the Bidder's ability to lawfully offer and perform any services proposed or related to the Project may be cause for rejection of a Bid, in the sole and reasonable discretion of VPRA, and in that event a Bidder's Bid submittal may be returned without any consideration for selection of contract award.

## **PART 2**

## **BID FORM**

## BID FORM

### ARTICLE 1—BUYER AND BIDDER

- 1.01 This Bid is submitted to **Virginia Passenger Rail Authority**, a political subdivision of the Commonwealth of Virginia (“VPRA” or “Buyer”).
- 1.02 The undersigned party (the “Bidder”) proposes and agrees, if this Bid is accepted, to enter into a contract with Buyer in the form included in the IFB Documents, and to furnish the Work as specified or indicated in the IFB Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the IFB Documents.

### ARTICLE 2—DEFINITIONS

- 2.01 Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Instructions to Bidders (Part 1).

### ARTICLE 3—BASIS OF BID

#### 3.01 *Base Price Bid*

- A. Bidder will furnish the Work in accordance with the Contract Documents for the following lump sum Base Price.

Description	Unit Price	Bid Amount
Structural Steel together with Bearings, Miscellaneous Steel, Handrails and Walkways-- Fabricated, Finish Coated	Lump Sum	\$
Performance and Payment Bonds	Lump Sum	\$
Shipping	Lump Sum	\$
<b>Total of Base Price Items</b>		\$

#### 3.02 *Unit Price Bid*

- A. Bidder will provide storage for the Work in accordance with the Documents for the following Unit Price(s):

Description	Daily Rate	Estimated Quantities (Days)	Bid Amount (Daily Rate x Estimated Quantities)
On site storage of Work following Final Acceptance	\$	60	\$
<b>Total of All Unit Price Bid Items</b>			\$

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

### 3.03 *Total Bid Price*

- A. The following Total Bid Price is the sum of the Base Price from Paragraph 3.01 and the Total of All Unit Price Bid Items from Paragraph 3.02.

<b>Total Bid Price</b>	\$
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## **ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the furnishing of Work will conform to the Contract Times set forth in Article 6.0 of the Contract.
- 4.02 Bidder accepts the provisions of the Contract as to liability related to late delivery of the Work.

## **ARTICLE 5—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

### 5.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents that:
1. Bidder has examined and carefully studied the IFB Documents, including the Instructions to Bidders and Contract and Bidder accepts all terms and conditions set forth therein.
  2. Bidder is familiar with and is satisfied as to all Laws that may affect the cost, progress, and performance of Contractor's obligations under the Contract.
  3. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Contractor's obligations under the Contract.
  4. Bidder has given Buyer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the IFB Documents, and the written resolution (if any) thereof by Buyer is acceptable to Bidder.
  5. The IFB Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Contractor's obligations under the Contract.
  6. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Work as required by the Contract Documents.
  7. That the below-listed organization is the legal entity entering into the resulting contract with Buyer if they are awarded the Contract.

8. That the undersigned is authorized to enter into contractual obligations on behalf of the below-listed organization.

#### 5.02 *Bidder's Certifications*

##### A. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding;
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 5.02.A.4:
  - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
  - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.
5. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer; and
6. No organizational conflict of interest precludes Bidder from participating in this procurement or from entering into a contract with Buyer if the successful bidder.

#### **ARTICLE 6—REQUIRED ATTACHMENTS TO THIS BID**

##### 6.01 The following documents are attached to and made a part of this Bid:

1. A completed **Form PD 01** (Bidder Information and Acknowledgement).
2. A completed **Form PD 60** (Small and Diverse Business Subcontracting Plan).
3. A completed **Form PD 50B** (DBE Utilization Plan).
4. Evidence that Bidder is certified as Bridge Fabricator- Intermediate (or) Advanced under the AISC Quality Certification Program.
5. Evidence that the signatory to the Bid Form is a duly authorized representative of Bidder (e.g., corporate resolution).



6. The required Bid Security.

- 6.02 Bidder accepts and acknowledges that VPRA may, in its sole discretion, reject this Bid in the event Bidder (i) fails to provide all required submittals by the due date for Bids; or (ii) provides incomplete, non-compliant, or deficient submittals.

This Bid is offered by:

\_\_\_\_\_  
Bidder Name

***By its authorized representative,***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **PART 3**

# **PROCUREMENT FORMS**

List of Procurement Forms

Description	Form ID
Bid Bond	N/A
Bidder Information and Acknowledgement	PD 01
Bidder Questions/Requests for Clarification	PD 21
Proof of Authority to Transact Business in Virginia	PD 44
DBE Utilization Plan	PD 50B
Small and Diverse Business Subcontracting Plan	PD 60
Performance Bond	PD 76
Payment Bond	PD 77

## BID BOND

BOND No. \_\_\_\_\_

### KNOW ALL PERSONS BY THESE PRESENTS,

that \_\_\_\_\_, as Bidder and \_\_\_\_\_, as Surety, a corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, in the State of \_\_\_\_\_, and authorized as a surety in the Commonwealth of Virginia, are hereby held and firmly bound unto the Virginia Passenger Rail Authority ("VPRA"), in the sum of \$ \_\_\_\_\_, which is equal to five percent (5%) of the amount of the Bid Price for the Structural Steel Procurement, IFB No. \_\_\_\_\_ ("IFB"), for the payment of which we bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Bidder is herewith submitting their Bid for the labor and materials required for fulfillment of the Structural Steel Procurement, ITB No. \_\_\_\_\_, which Bid is incorporated herein by this reference;

### **NOW, THEREFORE**, THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

upon occurrence of any of the following events, this obligation shall be null and void; otherwise it shall remain in full force and effect, all loss/cost/expense of VPRA to replace Bidder will be compensated to VPRA by Surety up to the limit of the bonded sum amount, upon receipt by Bidder and Surety of notice of such forfeiture from VPRA:

- a) Bidder's receipt of written notice from VPRA that no contract for the Work will be awarded by VPRA pursuant to the IFB; or
- b) Execution of the Contract by VPRA.

The following terms and conditions shall apply with respect to this bond:

1. If a suit is brought on this bond by VPRA and judgment is recovered, Bidder and Surety shall pay all costs incurred by VPRA in bringing such suit, including without limitation reasonable attorneys' fees as determined by the court.
2. Surety agrees that its obligation shall not be impaired by any adjustment to the procurement schedule or delay in award of the Contract and waives any notice of such extension(s).

**[SIGNATURES FOLLOW ON SUBSEQUENT PAGE]**

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Bidder

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney in Fact



## BIDDER INFORMATION AND ACKNOWLEDGEMENT

IFB No. \_\_\_\_\_

### A. General Information

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

DUNS NO.: \_\_\_\_\_

FEI/FIN NO.: \_\_\_\_\_

Website: \_\_\_\_\_

### B. Bidder's Designated Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone (W): \_\_\_\_\_

Phone (E): \_\_\_\_\_

Email: \_\_\_\_\_

### C. DBE / SWaM Information

(Please check all that apply)

#### Federal Classifications:

DBE: (     ) YES (     ) NO      CERTIFICATION#: \_\_\_\_\_

ISSUING BODY: \_\_\_\_\_

Out of State firm that is certified as a DBE by their home state's Unified Certification Program: (     ) YES (     ) NO

#### Commonwealth of Virginia Certifications/Classifications (SWaMs and other):

Small/Micro Business: (     ) YES (     ) NO

Women-Owned Business: (     ) YES (     ) NO

Minority-Owned Business: (     ) YES (     ) NO

Service-Disabled Veteran  
Owned Business: (     ) YES (     ) NO

DSBSD CERTIFIED: (     ) YES (     ) NO      CERTIFICATION#: \_\_\_\_\_

Other Classifications:

Certified small, disadvantaged or veteran-owned business recognized by any other local, state, or federal government entity not listed above: ( ) YES ( ) NO

CERTIFICATION#: \_\_\_\_\_

ISSUING BODY: \_\_\_\_\_

**D. Acknowledgements**

In signing below, Bidder hereby acknowledges receipt of the above-referenced IFB and the below listed amendments and responses to questions/requests for clarification issued by VPRA. (Attach additional pages if necessary).

1. IFB Addendum

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

Addendum Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

Addendum Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

Addendum Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum # \_\_\_\_\_

Addendum # \_\_\_\_\_

Addendum Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum Date \_\_\_\_/\_\_\_\_/\_\_\_\_

2. Response to Questions/Requests for Clarification

Resp. to Question # \_\_\_\_\_

Resp. to Question # \_\_\_\_\_

Issue Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Issue Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Resp. to Question # \_\_\_\_\_

Resp. to Question # \_\_\_\_\_

Issue Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Issue Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**[SIGNATURE PAGE FOLLOWS]**

**FOR THE BIDDER:**

Company Name: \_\_\_\_\_

By, \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

Its, \_\_\_\_\_  
(title)

Dated: \_\_\_\_\_

### BIDDER QUESTIONS/REQUESTS FOR CLARIFICATION

Bidder Name: \_\_\_\_\_

[illegible]



## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR BID/PROPOSAL

Please check the appropriate line below and provide the requested information:

☐

A. Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the State Corporation Commission ("SCC") and such vendor's Identification Number issued to it by the SCC is: \_\_\_\_\_.

☐

B. Bidder/Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is: \_\_\_\_\_.

☐

C. Bidder/Offeror does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach additional sheets if necessary. If Bidder/Offeror is a joint venture, attach a completed Form PD 44 for each of the partner firms comprising the joint venture.**

☐

D. Bidder/Offeror has a pending application before the SCC for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow Bidder/Offeror to submit the SCC Identification Number after the due date for bids/proposals. (VPRA reserves the right to determine, in its sole discretion, whether to allow such waiver).

\_\_\_\_\_  
Legal Name of Bidder/Offeror (as listed on W-9)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

\_\_\_\_\_  
Date

**\*\*\*RETURN THIS FORM AND ANY SUPPORTING DOCUMENTATION WITH YOUR PROPOSAL\*\*\***



## DBE UTILIZATION PLAN

**For Internal Use:**

Approved by, \_\_\_\_\_

**Dated:** \_\_\_\_\_

## Part I

### DBE FULFILLMENT BY PRIME CONTRACTOR/CONSULTANT

To be completed ONLY by Bidders/Offerors that are certified as a DBE by DSBSD/MWAA at time of bid/proposal submittal and which intend to fulfill the contract goal through work to be performed with its own forces:

DSBSD/MWAA Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

## Part II

### DBE SUBCONTRACTOR/SUPPLIER UTILIZATION

[illegible]

**NOTE:** ATTACH ADDITIONAL PAGES, IF NECESSARY.



## SMALL AND DIVERSE BUSINESS SUBCONTRACTING PLAN

*For Internal Use:*

Approved by, \_\_\_\_\_  
Dated: \_\_\_\_\_

### **Definitions:**

"Small business" shall have the meaning set forth in Va. Code § 2.2-1604 and includes only those firms which hold a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids/proposals. This shall also include DSBSD-certified micro, women-owned, minority-owned, and service-disabled veteran-owned businesses when they also hold a DSBSD certification as a small business on the proposal due date.

"SWaM" shall have the meaning set forth in Va. Code § 2.2-1604.

### **Certification:**

The Certification Division of DSBSD is responsible for the administration of Virginia's business certification programs. Certification applications are available through DSBSD online at: <https://www.sbsd.virginia.gov/certification-division/>.

### **Point Allocation:**

Where applicable, point allocation relative to an Offeror's/Proposer's proposed utilization of a DSBSD certified small/small diverse business shall be made in accordance with the RFP Documents. Offerors which are not certified as a small/small diverse businesses with DSBSD or otherwise utilizing DSBSD certified small/small diverse businesses will not be eligible for points, but, to the extent applicable, are encouraged to report other certifications which demonstrate performance by small or underprivileged businesses.

### **Modification:**

No modification of the Small and Diverse Business Subcontracting Plan will be allowed during the performance of the Contract absent the express written consent of VPRA's Director of Procurement. The Consultant/Contractor shall keep the Director of Procurement apprised of any material issues that arise relative to its performance under the Small and Diverse Business Subcontracting Plan.

### **Instructions:**

- A. If you are certified by the DSBSD as a small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified micro, women-owned, minority-owned, and service-disabled veteran-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Sections B and C of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall fully complete all required informational items within Section B.

**Small and Diverse Business Subcontracting Plan (cont.)**

**Section A**

If your firm is certified by the DSBSD as a small business/small diverse business, provide your certification number and the date of certification):

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

Small Business Subsets (check all that apply):

Micro \_\_\_\_\_  
 Women-Owned \_\_\_\_\_  
 Minority-Owned \_\_\_\_\_  
 Service Disabled Veteran-Owned \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of **DSBSD-certified Small/Small Diverse Businesses** in the performance of this Contract for the initial contract period. Include plans to utilize Small/Small Diverse Businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

It is important to note that the proposed participation will be incorporated into the subsequent contract and will be a requirement of the Contract. Failure to obtain the proposed participation percentages may result in a determination that Contractor/Consultant is in breach of the Contract.

(a) SUBCONTRACTOR NAME/ADDRESS	(b) DSBSD CERTIFICATION NO.  (for <i>small business certification</i> )	(c) ADDITIONAL DSBSD CERTIFICATIONS or STATUS (e.g., micro (MIC), women-owned (W), minority-owned (M), service disabled veteran-owned (SDV))	(d) OTHER CERTIFICATIONS (can be local, state or federal)  [OPTIONAL] <sup>1</sup>	(e) DESCRIPTION OF WORK	(f) PLANNED CONTRACT INVOLVEMENT (%)	(g) ESTIMATED SPEND (\$)  <i>Applicable to fixed price contracts only</i>

**Section C**

<sup>1</sup> This information is collected for informational purposes only. Offerors are encouraged to report the participation of subcontractors which, while not qualifying as a DSBSD certified small business, hold other, related certifications which demonstrate participation by either a small, disadvantaged or veteran-owned businesses.

Populate the table below to show your firm's plans for utilization of **DSBSD-certified Women-Owned Businesses and DSBSD-certified Minority-Owned Businesses (i.e., any SWaM business not certified as Small and already listed in Section B)** in the performance of this Contract for the initial contract period. Firms which hold DSBSD status as a **Service-Disabled Veteran-Owned Business** should also be listed in this Section C. Include plans to utilize Women-Owned Businesses, Minority-Owned Businesses, and Service-Disabled Veteran-Owned Businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

It is important to note that the proposed participation will be incorporated into the subsequent contract and will be a requirement of the Contract. Failure to obtain the proposed participation percentages may result in a determination that Contractor/Consultant is in breach of the Contract.

(a)	(b)	(c)	(d)	(e)	(f)	(g)
SUBCONTRACTOR NAME/ADDRESS	DSBSD CERTIFICATION NO.  (for all other SWaM certifications other than small)	DSBSD CERTIFICATION/STATUS DESCRIPTION (e.g., women-owned (W), minority-owned (M), service disabled veteran- owned (SDV))	OTHER CERTIFICATIONS (can be local, state or federal)  [OPTIONAL] <sup>2</sup>	DESCRIPTION OF WORK	PLANNED CONTRACT INVOLVEMENT (%)	ESTIMATED SPEND (\$)  <i>Applicable to fixed price contracts only</i>

Offeror Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*Attach additional sheets as necessary

<sup>2</sup> This information is collected for informational purposes only. Offerors are encouraged to report the participation of subcontractors which, while not qualifying as a DSBSD certified business, hold other, related certifications which demonstrate participation by either a small, disadvantaged or veteran-owned businesses.



## Performance Bond

BOND NO. \_\_\_\_\_

PENAL SUM: \$[•]

### KNOW ALL MEN BY THESE PRESENTS, THAT:

**WHEREAS**, the Virginia Passenger Rail Authority ("Owner") has awarded to [•], a [•] duly organized and existing under the laws of the State of [•] ("Contractor") a contract ("Contract") for the [•] ("Project") dated [•]; and

**WHEREAS**, one of the conditions of the Contract is that Contractor provide this duly executed instrument ("Bond").

**NOW THEREFORE**, We, the undersigned Contractor and [•], a corporation duly organized and existing under and by virtue of the laws of the State of [•] and authorized to transact business as a surety within the Commonwealth of Virginia ("Surety"), are held and firmly bound unto Owner, as obligee, and its successors and assigns in the sum of [•], lawful money of the United States of America, for the payment of which, well and truly be made to Owner, Contractor and Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Any reference to the "Surety" in this Bond shall be read as a reference to the Co-Sureties and each of them on the basis of such joint and several liability.

### THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

1. The Contract is hereby incorporated by reference herein as if said Contract were fully set forth herein. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract.
2. If Contractor shall at all times promptly, and faithfully perform the Contract and any alteration in or addition to the obligations of Contractor arising thereunder in strict accordance with the terms and conditions of the Contract, including the matter or infringement, if any, of patents or other proprietary rights, and all guarantees and warranties, including the guarantee and warranty periods, established by the Contract, and comply with all of the covenants therein contained, in the manner and within the times provided in the Contract, and shall fully indemnify and save harmless Owner from all costs and damages which it may suffer by reason or failure so to do, and shall fully reimburse and repay Owner all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then Surety's obligations under this Bond shall be void; otherwise such obligations shall remain in full force and effect.
3. This Bond shall cover the cost to perform all the obligations of Contractor arising out of or required under the Contract, and the obligations covered by this Bond specifically include Contractor's liability for liquidated damages as specified in the Contract.

4. Whenever Contractor shall be, and is declared by Owner to be in default under the Contract, the Surety shall within thirty (30) days of receipt of a letter from Owner in the form set forth in Schedule A:

- (a) remedy such default; or
- (b) undertake completion of the Contract itself; or
- (c) tender to Owner a proposed contract for completion of the Contract by a contractor acceptable to Owner, secured by performance and payment bonds issued by a qualified surety, combined with payment to Owner of the amount of damages in excess of the remaining Contract balance incurred by Owner as a result of the default, including costs of completion; or
- (d) waive the Surety's right to remedy such default, undertake completion of the Contract, or tender to Owner a proposed contract for completion, and with reasonable promptness under the circumstances, make payment of the full penal sum of the bond to Owner; or
- (e) dispute liability under this Bond and proceed in accordance with paragraph 5 below.

5. In the event that Surety disputes its liability under this Bond, which includes any allegations of fraud, such dispute shall be determined in the first instance in accordance with the dispute resolution process ("DRP") attached hereto as Schedule B. If Surety fails to make an election within the thirty (30) days set forth in paragraph 4 of this Bond, then the claim shall be deemed to be in dispute for purposes of this paragraph. A Decision, as defined in Schedule B, shall be rendered within thirty (30) days of the Adjudication Commencement Date, or as otherwise extended pursuant to the DRP. The Decision shall be binding on the Surety, Contractor, and Owner as to their respective rights and obligations under this Bond but subject to each party's right to commence a de novo appeal of the Decision to a court of competent jurisdiction at any time. The parties shall immediately begin to comply with the Decision and the terms of this Bond until the Final Completion Date under the Contract notwithstanding of, and during, any appeal de novo of the Decision and unless or until such time as a court of competent jurisdiction issues a final order or ruling vacating or modifying the Decision, either in whole or in part, at the conclusion of any de novo appeal of the Decision (the "Obligation to Comply with the Decision"). Surety's costs to fulfill its Obligation to Comply with the Decision is limited to the penal sum of the Bond.

6. The parties acknowledge that the Obligation to Comply with the Decision is of the essence of the Bond, and the parties agree that Surety's failure to fulfill its Obligation to Comply with the Decision will cause irreparable harm to Owner and Contractor. Accordingly, Surety waives and releases any right it may have to initiate any action in court seeking a stay of its obligations arising pursuant to the Decision or seeking a stay of enforcement of the Decision. Surety's only recourse to court processes in connection with the Decision is to file for a de novo appeal of the Decision while continuing to fulfill its Obligation to Comply with the Decision. In any such de novo appeal or in any action seeking enforcement of the Decision, the Surety (a) waives any right to file for an interim stay of its obligations arising pursuant to the Decision or to seek a stay of enforcement of the Decision, (b) waives any right to object to or contest an action brought to enforce specific performance of Surety's obligations arising pursuant to the Decision and waives all defenses in such an action, and (c) consents to an order or ruling directing and requiring Surety to perform its obligations arising pursuant to the Decision, and that an action for such an

order or ruling may be sought on an expedited (emergency) basis under the rules of the court. The parties' Obligation to Comply with the Decision does not alter any party's right to pursue a de novo appeal of the Decision in a court of competent jurisdiction.

7. On the day following the Final Completion Date ("Step-Down Date"), the Penal Sum of [●] shall automatically be reduced to [●], with the understanding that such reduced Penal Sum shall be the aggregate liability of the surety and shall only be applicable to any claims submitted, or suits, or actions brought, after the Step-Down Date. For the avoidance of doubt, the entire Penal Sum of [●] is subject to any claims submitted, or suits or actions brought, against the Bond prior to the Step-Down Date; *provided, however*, that notwithstanding anything to the contrary herein, Surety's aggregate liability hereunder shall in no event exceed the Penal Sum of [●].

8. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the Work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any rescission or attempted rescission by Contractor of the Contract, or this Bond, shall in any way affect its obligations on this Bond, and Surety does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

9. Correspondence or claims relating to this Bond shall be sent to Surety at the following address: [●]

10. Schedules A and B are an integral part of this Bond and are specifically incorporated herein as if set out in full in the body of this Bond.

11. If any provision of this Bond is found to be unenforceable as a matter of law, all other provisions shall remain in full force and effect.

12. Any provision in this Bond which conflicts with applicable laws, regulations, and ordinances, shall be deemed modified to conform to applicable laws, regulations, and ordinances. This Bond shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard for conflicts of laws principles, and any action seeking enforcement of the Bond will be litigated exclusively in the courts of the Commonwealth of Virginia.

13. ***[Note: Use in case of multiple sureties ("Co-Sureties") or, otherwise, delete; If Co-Sureties are used, modify the preceding language accordingly to reflect this]*** The Co-Sureties agree to empower and designate a single "Lead Surety" with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that Owner will have no obligation to deal with multiple sureties hereunder. All correspondence from Owner to the Co-Sureties and all claims under this Bond shall be sent to the Lead Surety and shall be deemed served upon all Co-sureties. The Lead Surety may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to Owner designating a new Lead Surety, signed by all of the Co-Sureties. The initial Lead Surety is [●].

[Signature Page Follows]



**IN WITNESS WHEREOF**, We have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

**CONTRACTOR** (full legal name):

Address:

By: \_\_\_\_\_

Title:

Contact Name:

Phone: (    )

**SURETY** (full legal name):

Address:

By: \_\_\_\_\_

Title:

Contact Name:

Phone: (    )

[Note: Date of this Bond must not be prior to date of Contract.]

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: A copy of a certificate that the Surety (or Co-Sureties) is (are) authorized to transact business in Virginia must be attached.]

[Note: The Bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but are not a members of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority including the appropriate power of attorney documentation must be attached.]

**SCHEDULE A  
FORM OF DEMAND**

Date

Re: Performance Bond No.: [ ] (the "Bond")

Principal: [ ] (the "Principal")

Obligees: Virginia Passenger Rail Authority (the "Obligee")

Contract: The Design-Build Contract, dated [ ] between the Principal as Contractor and the Virginia Passenger Rail Authority for the [●] Project (the "Contract")

Dear Sir:

Pursuant to the Bond, the Obligee hereby certifies that:

1. the Principal is and continues to be in default of the Principal's obligations under the Contract;
2. the Obligee has issued a notice of default to the Principal in accordance with the provisions of the Contract; and
3. the Obligee has honored and will continue to honor and perform in all material respects its obligations under the Contract.

We hereby demand that the Surety honor its obligations under the Bond forthwith.

The Obligee acknowledges that if the Surety intends to dispute its liability pursuant to the Bond, then the parties shall proceed immediately with the DRP set forth in Schedule B.

Yours truly,

Virginia Passenger Rail Authority

By: \_\_\_\_\_

Name:

Title:

## **SCHEDULE B**

### **DISPUTE RESOLUTION PROCESS**

Given the on default nature of the Bond, the Principal, the Surety and the Obligee acknowledge that they may not agree whether the Surety is liable to perform or make payment pursuant to the Bond. To ensure that such disputes are determined quickly so as to allow for the orderly and timely completion of the Contract, the Principal, the Surety and the Obligee agree to submit such disputes to the dispute resolution process set out below. Terms not defined herein shall have the meaning ascribed to them in the body of the Bond. The parties acknowledge that any decision rendered in the dispute resolution process (an "Award") will be binding, but subject to appeal de novo by any party at any time to a court of competent jurisdiction.

1. "Dispute" means a disagreement as to the Surety's liability pursuant to the Bond following an Obligee's Demand.
2. Disputes arising out of or in connection with the Bond shall be submitted for binding resolution to adjudication (the "Adjudication") administered by JAMS – The Resolution Experts! ("JAMS") in accordance with the procedure set out below. The JAMS' Dispute Resolution Rules for Surety Bond Disputes, effective as of the effective date of the Bond shall apply to the resolution of any Dispute unless modified by the provisions herein, in which case, the provisions of this Bond shall govern.
3. The Surety or the Obligee shall demand Adjudication by filing an Adjudication statement electronically with JAMS, and serving electronic copies by email upon the Principal and the Obligee, utilizing the electronic forms and filing directions provided by JAMS on its website at [www.jamsadr.com](http://www.jamsadr.com). The Adjudication statement shall set forth in detail the factual and legal issues submitted for Adjudication and shall be sent no later than the later of 10 days after (a) the Surety makes its election pursuant to paragraph 4 of the Bond, or (b) the claim is deemed to be in dispute pursuant to paragraph 5 of the Bond.
4. Within three (3) Business Days after the Adjudication statement is filed and served, the parties shall appoint an adjudicator (the "Adjudicator") who shall be a panelist on the JAMS Global Engineering & Construction Panel ("JAMS GEC Panel") of dispute adjudicators. JAMS shall appoint an Adjudicator administratively from the JAMS GEC Panel if the parties fail to appoint an Adjudicator within the three day period. The Adjudicator shall be under a duty to act impartially and fairly and shall serve as an independent neutral.
5. The Adjudication shall commence on the date that JAMS receives the Adjudication statement and initial deposit of funds, and confirms the appointment of the Adjudicator (the "Adjudication Commencement Date"). Unless the Adjudicator decides otherwise, the Principal, the Surety and the Obligee shall pay the final fees and expenses of Adjudication in accordance with the provisions set forth in the Contract governing the payment of fees and expenses of dispute resolution. In an Adjudication in which the Adjudicator determines that the Principal and Surety are aligned with the same commonality of interest against the Obligee, the Principal and Surety jointly shall be charged with one share and the Obligee will be charged with one share. Should any party fail to deposit funds as required by JAMS, any other party may advance the deposit, and the amount of that advance deposit will be taken into consideration in the Adjudicator's decision.
6. Upon commencement of the Adjudication, the Adjudicator is empowered to take the initiative in ascertaining the facts and the law, and to exercise sole discretion in managing the Adjudication process. Among other things, the Adjudicator may require the parties to make

additional factual submissions such as sworn witness statements and business documents, may interview important witnesses after notice to the parties and affording opportunity to attend, may request and consider expert reports and may call for memoranda on legal issues. Notwithstanding the foregoing, the Adjudicator must decide the following questions:

- a. Is the Principal in default of the Principal's obligations under the Contract?
  - b. Is the Surety liable to perform in accordance with Paragraph 4 and/or 5 of the Bond (which liability, for the avoidance of doubt, does not arise if Obligor is in uncured material breach of its obligations under the Contract)?
7. The Adjudicator shall issue a written decision (the "Decision") which shall be binding upon and enforceable by the parties through the completion of the Principal's obligations under the Contract, subject to any party's right to commence an appeal de novo in a court of competent jurisdiction at any time in accordance with the terms of the Bond. Any payment required in the Decision shall be made immediately. The Decision shall be issued through JAMS as soon as practicable but in no event later than thirty (30) calendar days of the Adjudication Commencement Date or within any later time agreed upon by the parties. Unless the parties agree otherwise, the Decision shall state reasons therefore and shall be admissible in later administrative, arbitral or judicial proceedings solely concerning Surety's liability pursuant to the Bond between the parties.
  8. This 30 calendar day period also may be extended by the Adjudicator in its sole discretion up to 14 days in the event that JAMS has requested any party to make an additional fee and expense deposit and such funds have not been deposited as requested or advanced by another party.
  9. Any party may request clarification of the Decision within five (5) business days after issuance, and the Adjudicator shall endeavor to respond within an additional five (5) business days, and, subject to any party's right to commence an appeal de novo in a court of competent jurisdiction at any time in accordance with the terms of the Bond. The parties shall comply with the Decision, unless and until subsequently vacated or modified, through the completion of the Principal's obligations under the Contract.
  10. Upon any settlement by the parties of the Dispute prior to issuance of a Decision, the parties shall jointly terminate the Adjudication. Such removal or termination shall not affect the parties' continuing joint and several obligations for payment to JAMS of unpaid fees and expenses.

If the Decision is that the Surety is liable to perform in accordance with Paragraphs 4 and 5 of the Bond, then notwithstanding the commencement of any appeal de novo of the Decision, the Surety shall perform in accordance with the Decision and with the terms of the Bond until the Principal's Obligations under the Contract are completed, but not to exceed the penal sum of the Bond.



## Payment Bond

BOND NO. \_\_\_\_\_

BOND AMOUNT: \$[●]

### KNOW ALL MEN BY THESE PRESENTS, THAT:

**WHEREAS**, the Virginia Passenger Rail Authority ("Owner") has awarded to [●], a [●] duly organized and existing under the laws of the State of [●] ("Contractor") a contract ("Contract") for the [●] Project ("Project") dated [●]; and

**WHEREAS**, one of the conditions of the Contract is that Contractor provide this duly executed instrument ("Bond").

**NOW THEREFORE**, We, the undersigned Contractor and [●], a corporation duly organized and existing under and by virtue of the laws of the State of [●] and authorized to transact business as a surety within the Commonwealth of Virginia ("Surety"), are held and firmly bound, jointly and severally, unto Owner, as obligee, and its successors and assigns, in the sum of [●], lawful money of the United States of America, for the payment of which, well and truly be made to Owner and Claimants, Contractor and Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

### THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

1. The Contract is hereby incorporated by reference herein as if said Contract were fully set forth herein. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract.

2. If Contractor shall: (a) make payments of all sums due to all persons and entities having a direct contract with Contractor, or a direct contract with a subcontractor having a direct contract with Contractor, for supplying labor, material, and/or supplies used directly or indirectly by Contractor in the prosecution of the Work provided in the Contract (such persons and entities hereinafter referred to collectively as "Claimants"); and (b) shall fully indemnify and save harmless Owner from all costs and damages which Owner may suffer by reason of Contractor's failure to fulfill its obligations to Claimants under clause (a) above, including but not limited to, fully reimbursing and repaying Owner reasonable counsel fees incurred as a result of any action arising out of or in connection with any such failure, then Surety's obligations under this Bond shall be void; otherwise such obligations shall remain in full force and effect.

3. All Claimants shall have a direct right of action only against Surety and Contractor under this Bond; *provided, however*, that no claim, suit or action shall be brought by any Claimant after the expiration of one (1) year following the date on which Claimant last performed labor or last furnished or supplied materials to the Project. Any suit or action must be brought in a state or federal court of competent jurisdiction located in the Commonwealth of Virginia.

4. Any Claimant who does not have a direct contractual relationship with Contractor shall, as a condition precedent to bringing such claim, suit or action, provide written notice thereof to Contractor, Surety, and Owner, no later than ninety (90) days from the date Claimant last supplied labor or materials, stating with substantial accuracy the amount claimed, the name of the person for whom the work was performed or to whom the material was furnished, and the dates on which such labor or materials were supplied.

5. Surety shall, after receipt of reasonable notice to Surety of any claim, demand, suit or action brought against Owner by a Claimant, defend, with counsel approved by Owner, indemnify and hold harmless Owner from any and all claims, demands, suits or actions brought by any Claimant. Owner shall have a direct right of action against Surety and Contractor for any breach by Surety of its obligation to defend, indemnify and hold harmless Owner.

6. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the Work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any rescission or attempted rescission by Contractor of the Contract, or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of Claimants otherwise entitled to recover under this Bond, shall in any way affect its obligations on this Bond, and Surety does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

7. Surety acknowledges that the amounts owed to Contractor under the Contract shall first be available for the performance of the Contract, including Owner's superior right to use the funds due for the completion of the Work, and then may be available to satisfy claims arising under this Bond. Owner shall not be liable for the payment of any costs or expenses or claims of any Claimant under this Bond and shall have no obligation to make payments to, or give notice on behalf of, any Claimant.

8. Any provision in this Bond which conflicts with applicable laws, regulations and ordinances shall be deemed modified to conform to applicable laws, regulations and ordinances.

9. Contractor or Owner shall furnish a copy of this Bond or permit a copy to be made upon request by any person or entity who may be a Claimant as defined above.

10. ***[Note: Use in case of multiple sureties ("Co-Sureties") or, otherwise, delete; If Co-Sureties are used, modify the preceding language accordingly to reflect this]*** The Co-Sureties agree to empower and designate a single, "Lead Surety" with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that Owner and Claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from Owner and Claimants to the Co-Sureties and all claims under this Bond shall be sent to such designated Lead Surety and service of such correspondence or notice upon the Lead Surety shall constitute service upon all co-sureties. The Lead Surety may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to Owner designating a single new Lead Surety, signed by all of the Co-Sureties. The initial Lead Surety shall be [●].

11. This Bond shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard for conflicts of laws principles, and any action seeking enforcement of the Bond will be litigated exclusively in the courts of the Commonwealth of Virginia.

[Signature Page Follows]

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CONTRACTOR** (full legal name):

Address:

By: \_\_\_\_\_

Title:

Contact Name:

Phone: (    )

=

**SURETY** (full legal name):

Address:

By: \_\_\_\_\_

Title:

Contact Name:

Phone: (    )

[Note: Date of this Bond must not be prior to date of Contract.]

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: A copy of a certificate that the Surety (or Co-Sureties) is (are) authorized to transact business in Virginia must be attached.]

[Note: The Bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but are not a members of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority including the appropriate power of attorney documentation must be attached.]

## **PART 4**

# **INSURANCE REQUIREMENTS**



## INSURANCE REQUIREMENTS

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms within Exhibit A (Acronyms and Definitions) to the Contract. Contractor, at its sole expense, shall procure and maintain the types of insurance specified below (or cause others to procure the types and amounts of insurance specified below as appropriate) subject to any conditions noted herein. Contractor shall have its insurance broker or insurance company submit a certificate of insurance to VPRA giving evidence of the relevant coverage types and amounts set forth below, as well as compliance with the provisions of Section 7.2 of the General Terms and Conditions, prior to commencing the corresponding Work under the Contract. As referenced herein, the Commonwealth and VPRA shall include their respective officers, directors, employees, and agents.

### A. Required Policies/Limits

1. **Workers' Compensation** for all of its employees performing Work under the Contract as required by Chapter 8 of Title 65.2 of the Code of Virginia (1950), as amended and/or any other jurisdiction in which the Work is performed. If Contractor leases one or more employees through the use of a payroll, employee management, or other similar company, then Contractor must procure workers' compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability. Such insurance shall be in addition to the workers' compensation coverage provided to the leased employee by the payroll, employee management, or other similar company.
2. **Employer's Liability Insurance** with limits of \$1,000,000 per occurrence for bodily injury, \$1,000,000 per employee for bodily injury by occupation disease, and \$1,000,000 policy limit for bodily injury by disease.
3. **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, products-completed operations, and broad form contractual liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual general aggregate applicable on a per project basis. The Commonwealth and VPRA are to be named as an additional insured on a primary, non-contributory basis. Such insurance shall provide coverage for all operations and shall be maintained for one year after Final Acceptance and final payment for the Work.
4. **Automobile Liability Insurance** with a limit of at least \$1,000,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Commonwealth and VPRA are to be named as an additional insured on a primary, non-contributory basis.
5. **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for all the above-mentioned policies (except for Workers Compensation) in the amount of \$2,000,000 per occurrence and in the aggregate. Such policy(ies) shall be written on a "following form" basis without any gaps in the limits of coverages and be at least as broad as and follow the form of underlying primary coverages required herein. The Commonwealth and VPRA are to be named as an additional insured on a primary, non-contributory basis. Such insurance shall provide coverage for all operations including the

products-completed operations hazard and shall be maintained for one year after Final Acceptance and final payment for the Work.

6. **Professional Liability Insurance** shall be maintained by the Contractor covering acts, errors or omissions arising in connection with the Work and for a period of one year after all Work is complete. The Contractor shall maintain contractor's professional liability insurance with a minimum limit of \$2 million per claim and aggregate. Such coverage need not be project-specific.

Any coverage provided in compliance with this requirement shall have a retroactive date prior to the date professional services were first provided on the project and, as noted above, shall continue for one year after all Work is completed.

7. **Property Insurance** on an "all risks" basis (or equivalent builder's risk insurance coverage) for physical loss, destruction, or damage to the Work during fabrication, storage and delivery to the site. The Property or equivalent insurance must cover the Contractor, and VPRA, prior to delivery of the final fabricated items. Further, the policy may include sub-limits typical for the nature of the work being undertaken, but must include coverage for flood, earthquake, windstorm, hurricane, tornado or named storm, fire and explosion, theft or vandalism and other 'all risk' causes of loss. The policy also will include replacement cost coverage for materials, supplies, equipment, machinery, and fixtures that are or will be part of the Work. The Property (or equivalent) Insurance must be in place by the commencement of any Work under the Contract.
8. **Subcontractor Insurance.** Contractor shall cause all Subcontractors working under the Contract or providing Professional Services in conjunction with the Contract to obtain and maintain the following insurance coverages with the Commonwealth and VPRA as additional insureds on a primary, non-contributory basis (except for workers compensation, employer's liability and professional liability) and also including a waiver of subrogation in favor of the above-noted parties.
  - (a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$500,000 bodily injury by accident, each accident, and \$500,000 bodily injury by disease, each employee.
  - (b) **Commercial General Liability Insurance** will include coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and contractual liability with limits of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate annually.
  - (c) **Automobile Liability Insurance** with a limit of at least \$500,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off.
  - (d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer's liability, commercial general liability and automobile

liability in the amount of \$2,000,000 per occurrence and in the aggregate for any contracts valued at \$1,000,000 or more.

- (e) **Professional Liability Insurance** (applicable only to Subcontractors rendering Professional Services, including, but not limited to, architects, engineers, traffic consultants, quality control and inspection firms, accountants, attorneys, etc. who are not covered under any project-specific professional liability insurance noted above) with limits of at least \$1,000,000 per claim and in the aggregate. Such insurance will remain in full force and effect during the performance of such Professional Services and with an extended reporting period or continuation of coverage for one year after completion of such Professional Services. Such coverage need not be project specific.

#### **B. General Requirements Relating to Insurance**

1. **General Insurance Requirements.** Contractor shall, at a minimum procure and keep in effect the insurance policies required herein and shall require all subcontractors to similarly comply with the insurance requirements required herein, as appropriate. Each such insurance policy shall be procured from an insurer that is authorized to conduct business in the Commonwealth and shall have a current policyholder's management and financial size category in accordance with Section 7.2 of the General Terms and Conditions.

Each such policy maintained by the Contractor shall be endorsed to state that coverage cannot be cancelled or reduced in coverage or limits (except with respect to payments under the policy that by their nature erode or deplete the policy limits) by the insurers until 30 days' prior written notice (10 days for non-payment of premium) has been provided to VPRA and any other parties as required by contract. Additionally, the Commonwealth and VPRA shall have no responsibility or liability for payment of any premiums, deductibles or self-insured retentions under any of the insurance policies required herein.

2. **Subcontract Agreements.** Contractor shall by appropriate written agreements flow down the requirements for: (i) the waiver of subrogation for all required insurance, (ii) additional insured coverage for all required insurance, and (iii) other requirements of these Insurance Requirements to all tiers of Subcontractors for all insurance required of such Subcontractors under these Insurance Requirements.
3. **Separation of Insureds/Cross Liability.** The insurance shall apply separately to each named insured and additional insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Such provision shall provide that the interests and protections of each additional insured shall not be affected by any misrepresentation, act or omission of another named insured, or any breach by named insured of any provision in the policy that would otherwise result in forfeiture or reduction of coverage for the other insureds on the policy. There shall be no limitation of coverage for any suits by the Commonwealth or VPRA against any other insured under the policies (i.e., no 'insured v. insured' exclusion).
4. **Waiver of Right to Recover, Including Subrogation.** Contractor hereby waives all its rights of recovery, under subrogation or otherwise, against the Commonwealth and VPRA to the extent covered by insurance required to be provided by Contractor and its Subcontractors of whatever tier, and further waives all rights of recovery which are not

covered by insurance because of deductible or self-insurance obligations relating to such insurance. These waivers do not apply to Contractor's rights of recovery against its own Subcontractors, vendors, and suppliers of whatever tier. Contractor will require all tiers of its Subcontractors, vendors, and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph. To the fullest extent permitted by law, Contractor will require all insurance policies required by these Insurance Requirements to include clauses stating each insurer will waive all rights of recovery consistent with this paragraph. All waivers provided herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in any property damaged.

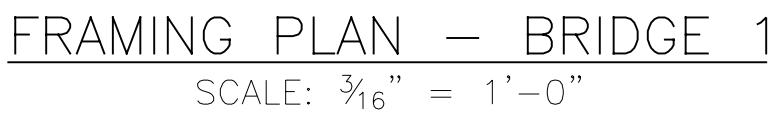
5. **Requirements Not Limiting.** The Parties acknowledge and agree that (i) requirements of specific coverage features or limits contained in these Insurance Requirements are minimum coverages only and not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance policy; (ii) specific reference to a given coverage feature is not intended to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type; and (iii) all insurance coverage and limits provided by Contractor or by other third parties pursuant to obligations of Contractor hereunder, and, in each case, available or applicable to the Work are intended to apply to the full extent of the insurance policies, and nothing contained in the Contract limits, or shall be deemed to limit the application of such insurance coverage.

It is further understood that the insurance coverage described herein does not limit any obligations or liability of Contractor under the Contract. Furthermore, the insurance limits required hereunder are minimum limits only and not intended to restrict the liability imposed on Contractor, any Subcontractor at any tier, or otherwise to limit or reduce coverage amounts or limits under any insurance policies procured by any such Persons.

6. **Inadequacy of Required Coverages.** VPRA makes no representation that the scope of coverage and limits of liability specified for any insurance policy to be carried pursuant to the Contract, or approved variances therefrom, are adequate to protect Contractor against its undertakings under the Contract or its liabilities to any third party. It is the responsibility of Contractor and any and all Subcontractors to determine if any changes or additional coverages are required to adequately protect their interests. No such limits of liability or approved variances therefrom shall preclude VPRA from taking any actions as are available to it under the Contract or otherwise at Law.

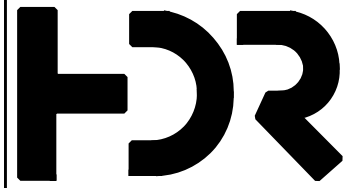
## **PART 5**

# **PROCUREMENT DRAWINGS**



**King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 1 of 28**

DATUM:  
(HZ) NAD 83  
(VT) NAVD 88



HDR Engineering, Inc.  
2650 Park Tower Drive  
Suite 400  
Vienna, Virginia 22180-7306  
(571) 327-5800  
[www.hdrinc.com](http://www.hdrinc.com)

# ALEXANDRIA STATION AND BRIDGE IMPROVEMENTS

KING ST FRAMING PLAN - 1 OF 2

IFB NO:

XXX-XXX

DRAWING NO:

S2-500

SCALE: AS SHOWN

SHEET NO: 172 OF 387

100% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION





FILENAME: ...\\CFP-105-30-FF03.dgn DATE: 12/15/2024

King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 3 of 28

100% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

REV.NO.	DATE	DESCRIPTION	DESIGNED BY:
E	01/12/2024	90% REVISED PLAN SUBMISSION	RCV
F	08/16/2024	90% UNIFIED PLAN SUBMISSION	DRAWN BY:
G	10/17/2024	90% CONFORMED DESIGN PACKAGE	NME
H	12/23/2024	100% DESIGN PACKAGE	CHECKED BY:
			JR
			DATE:
			12/23/2024



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2650 Park Tower Drive  
Suite 400  
Vienna, Virginia 22180-7306  
(571) 327-5800  
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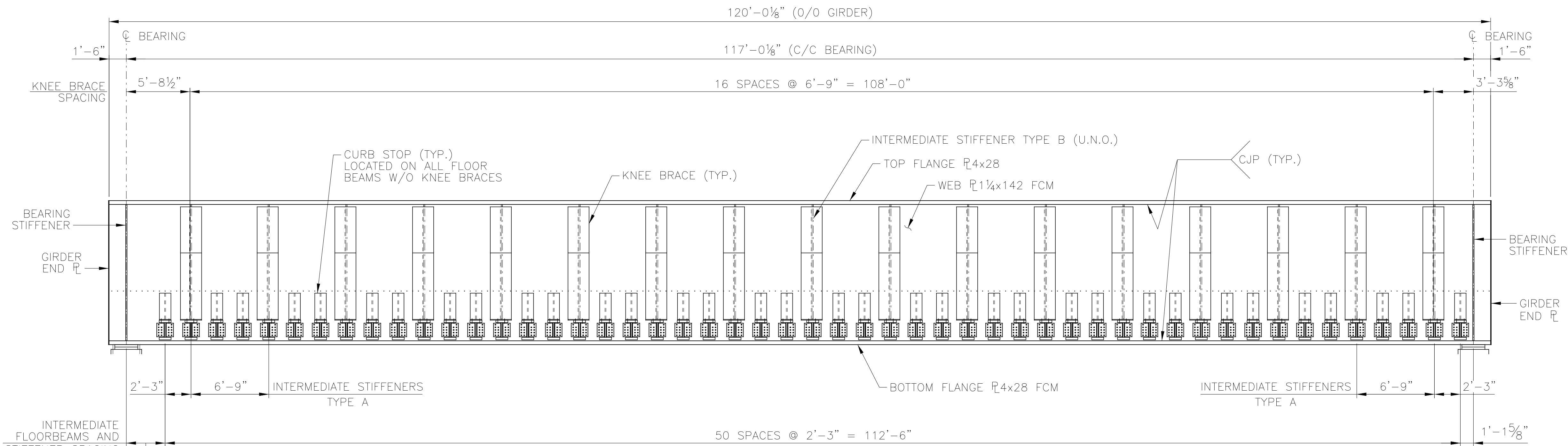
ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS

KING ST GIRDER ELEVATIONS

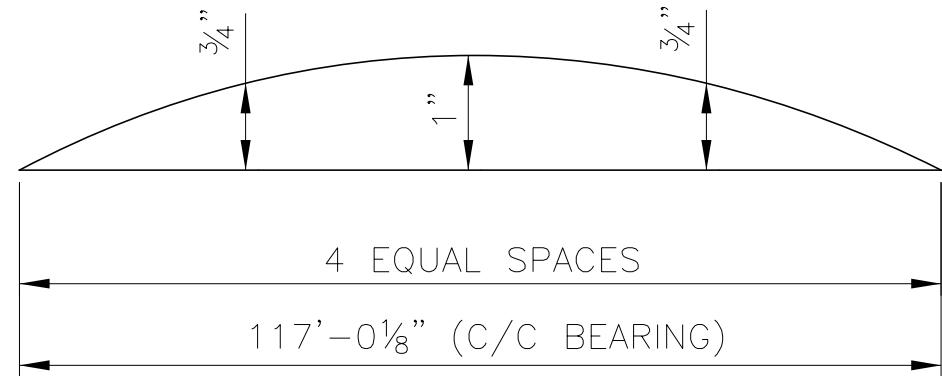
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APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING	
DIRECTOR _____	DATE _____
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES	
SITE PLAN NO. <u>DSP 2019-0031</u>	
DIRECTOR _____	DATE _____
CHAIRMAN, PLANNING COMMISSION _____	
DATE RECORDED _____	
INSTRUMENT NO. _____	DEED BOOK NO. _____ PAGE NO. _____

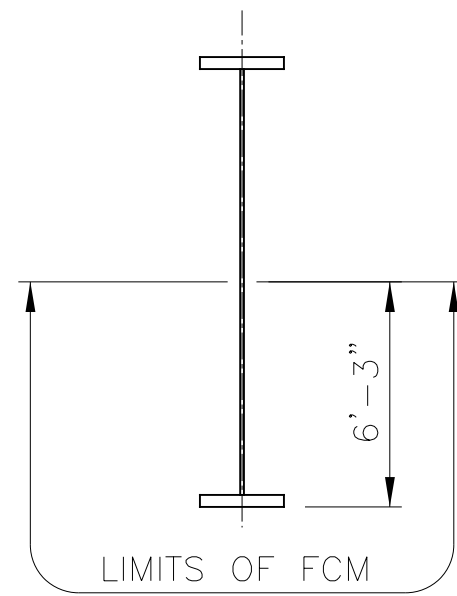
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(VT) NAVD 88



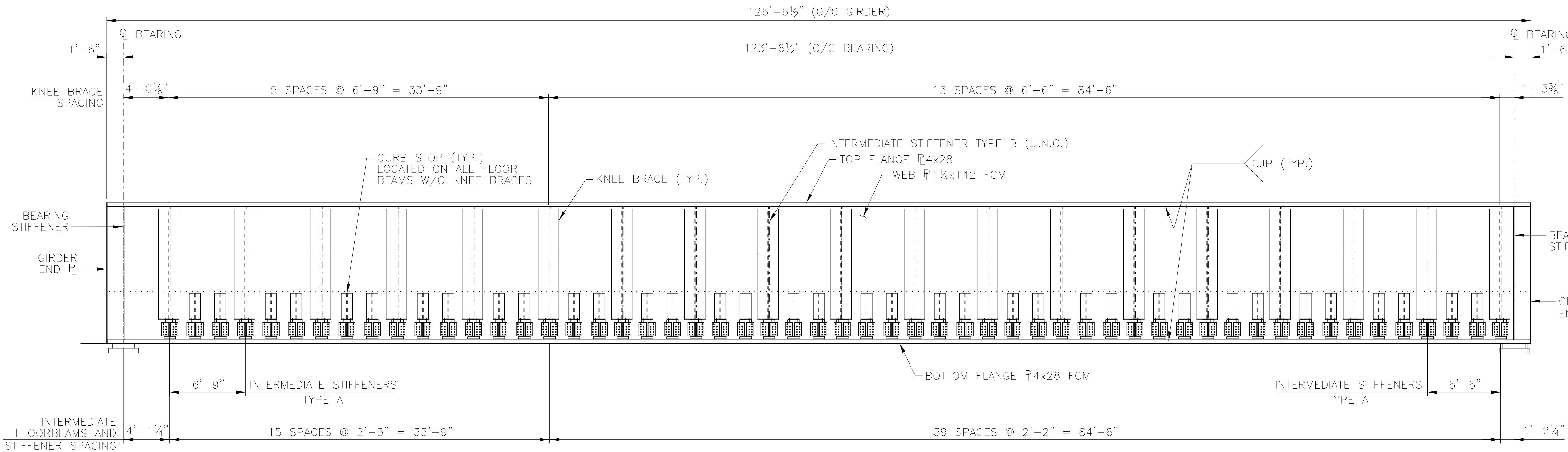
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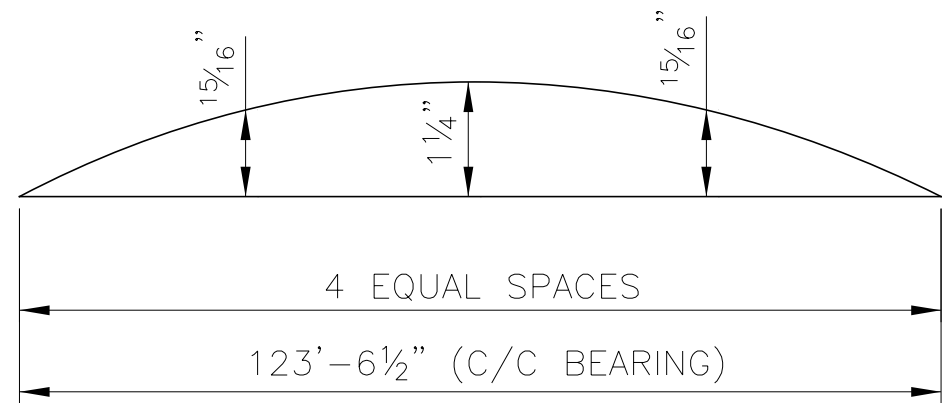
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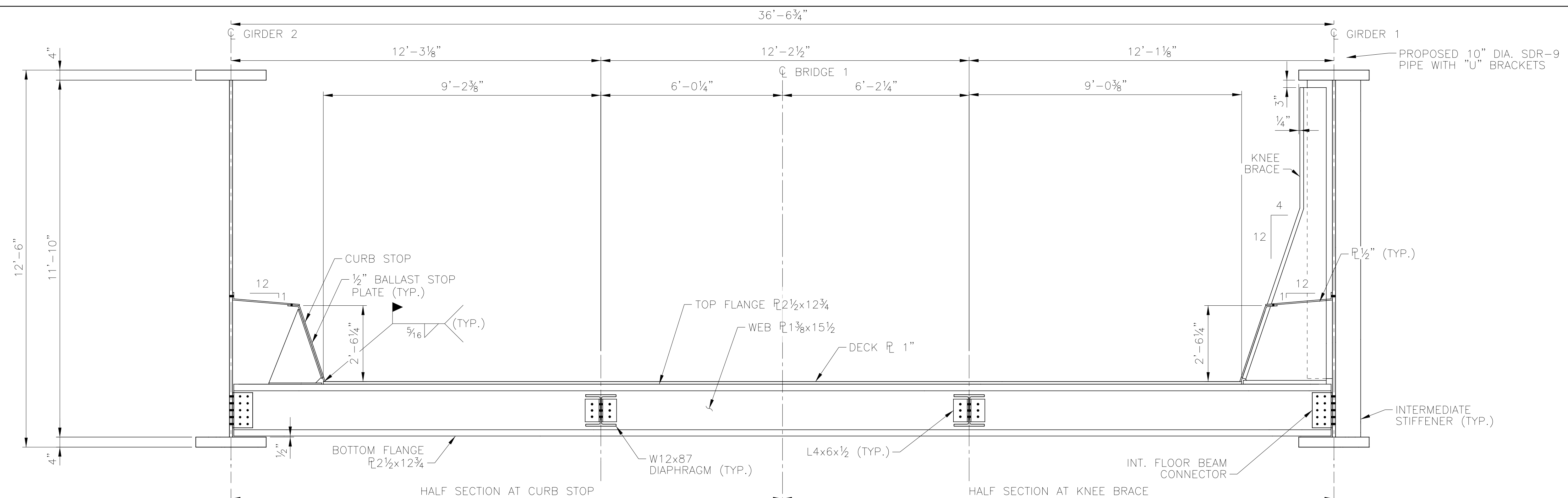


GIRDERS 3 & 4 — INSIDE ELEVATION  
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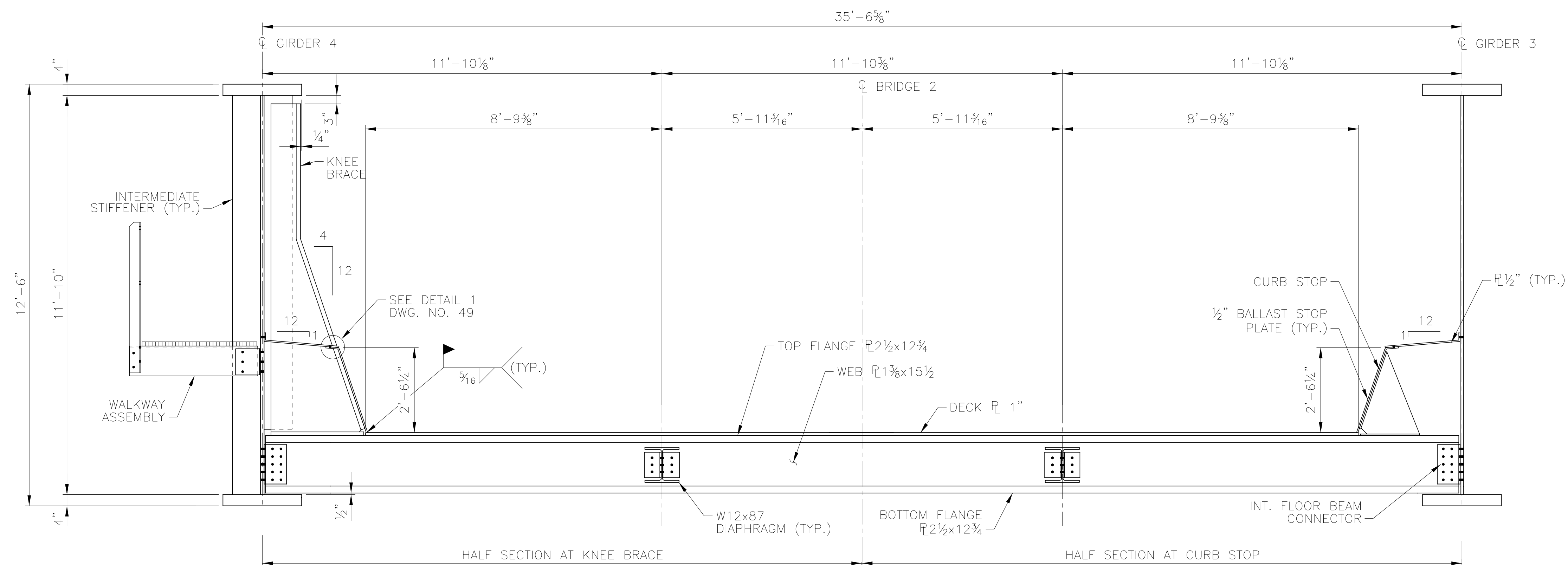


CAMBER DIAGRAM  
SCALE: NTS





PROPOSED SECTION — BRIDGE 1  
SCALE:  $\frac{1}{4}" = 1'-0"$



PROPOSED SECTION — BRIDGE 2  
SCALE: 1/4" = 1'-0"

APPROVED  
SPECIAL USE PERMIT NO.  
DEPARTMENT OF PLANNING & ZONING

DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES  
SITE PLAN NO. DSP 2019-0031

DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CHAIRMAN, PLANNING COMMISSION	DATE
DATE RECORDED	

DATE RECORDED \_\_\_\_\_

INSTRUMENT NO. \_\_\_\_\_ DEED BOOK NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_

INSTRUMENT NO. DEED BOOK NO. PAGE NO.

	IFB NO:
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DATUM:  
(HZ) NAD 83  
(VT) NAVD 88

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## FLORA AND

IFB NO:	
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XXX-XXX

DRAWING NO: 00-500

S2-503

SCALE:

AS SHOWN

SHEET NO:

175 OF 387

**King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 4 of 28**

## Rail Bridge Structural Steel

**Procurement Drawings Page 4 of 28**

100% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

REV.NO.	DATE	DESCRIPTION
E	01/12/2024	90% REVISED PLAN SUBMISSION
F	08/16/2024	90% UNIFIED PLAN SUBMISSION
G	10/17/2024	90% CONFORMED DESIGN PACKAGE
H	12/23/2024	100% DESIGN PACKAGE

DESIGNED BY:	
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	RCV
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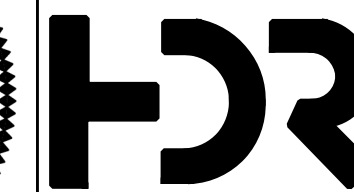
DRAWN BY:

NME
CHECKED BY:

CHECKED BY:  
JR

DATE:

	12/23/20
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2650 Park Tower Drive  
Suite 400  
Vienna, Virginia 22180-7306  
(571) 327-5800  
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## ALEXANDRIA STATION AND BRIDGE IMPROVEMENTS

## KING ST TPG SECTIONS

FILENAME: ...ICFP-105-30-TS03.dgn DATE: 12/15/2024

King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 5 of 28

100% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

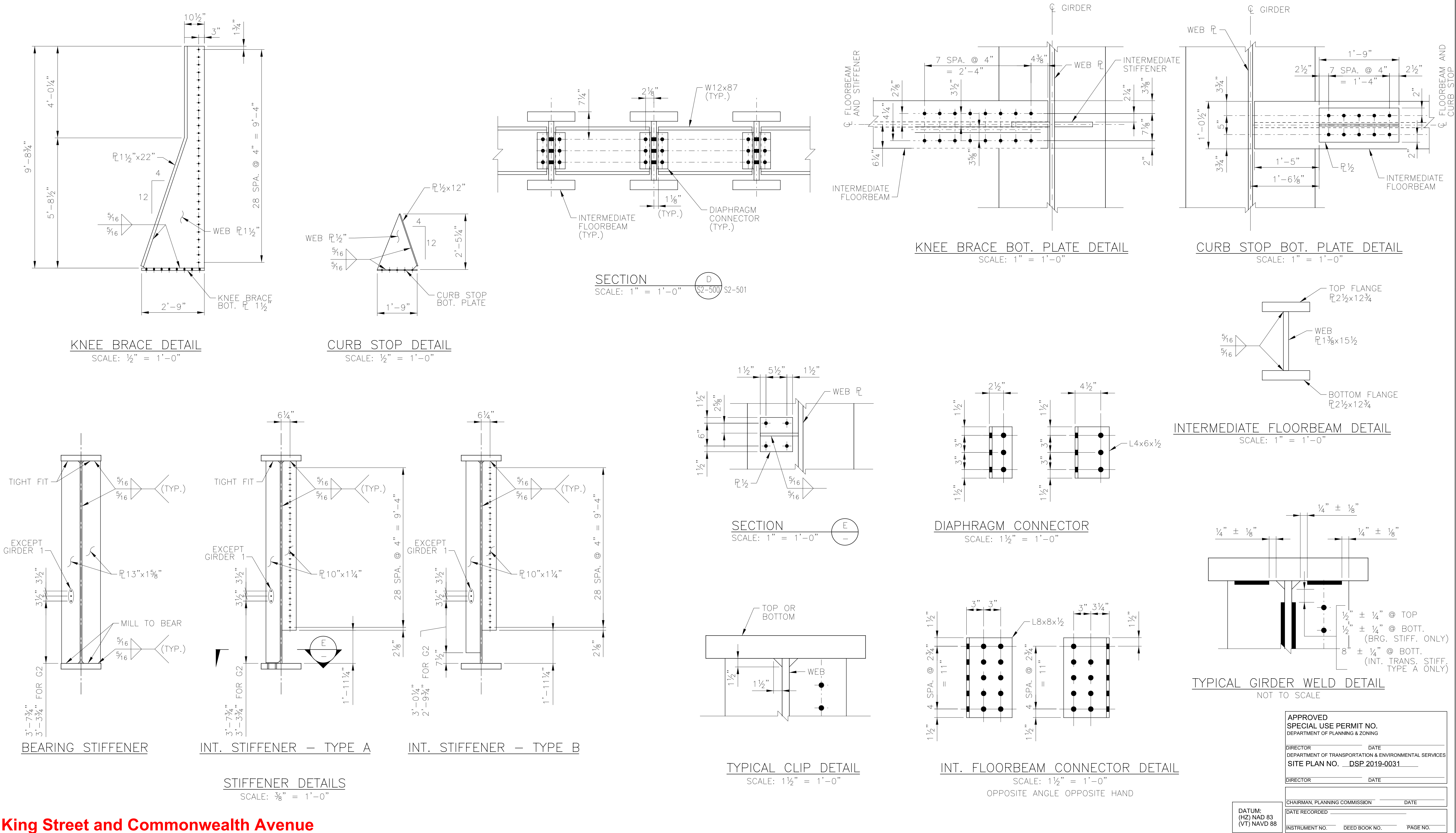
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H	12/23/2024	100% DESIGN PACKAGE	CHECKED BY:
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			DATE:
			12/23/2024



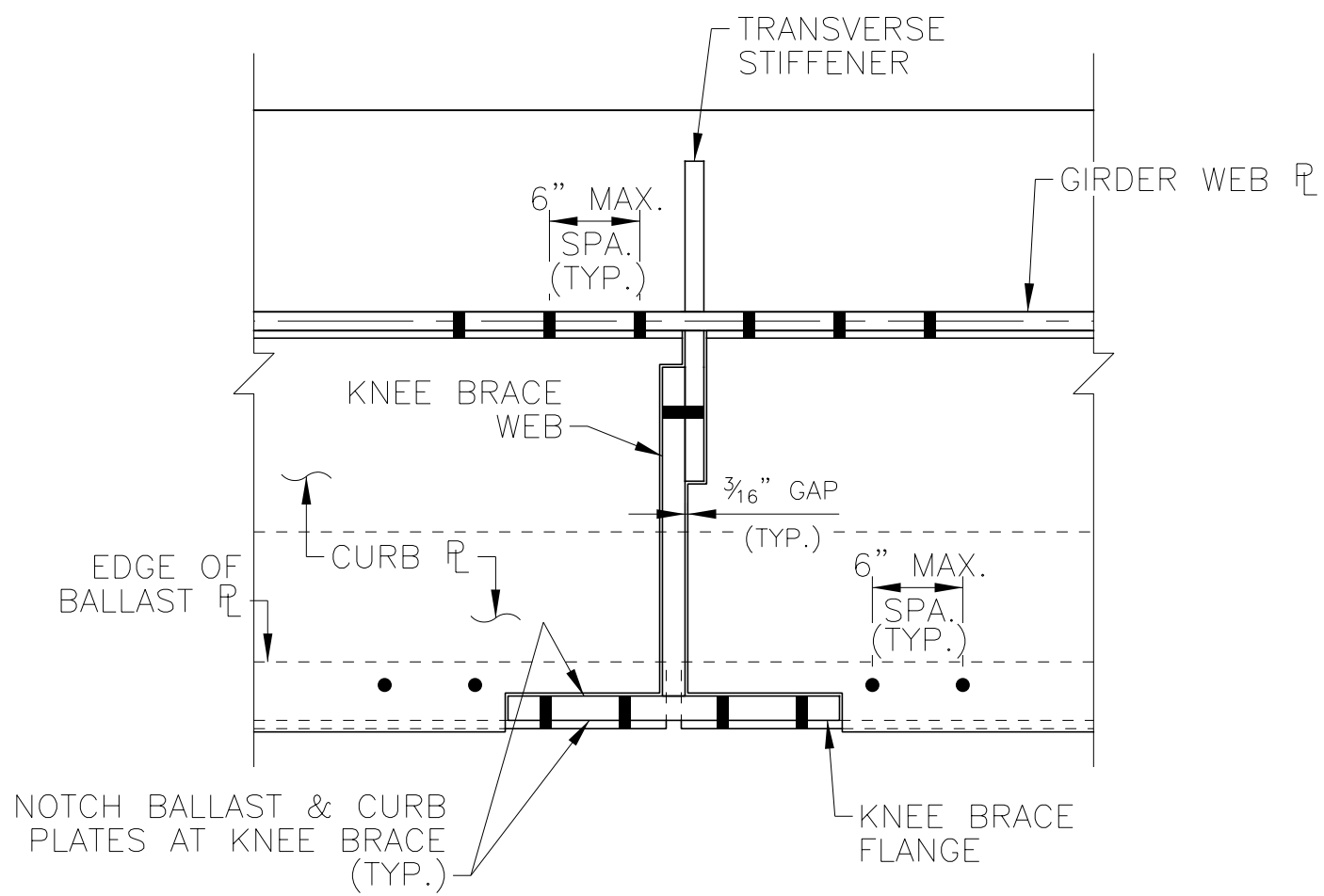
ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS

KING ST TPG DETAILS

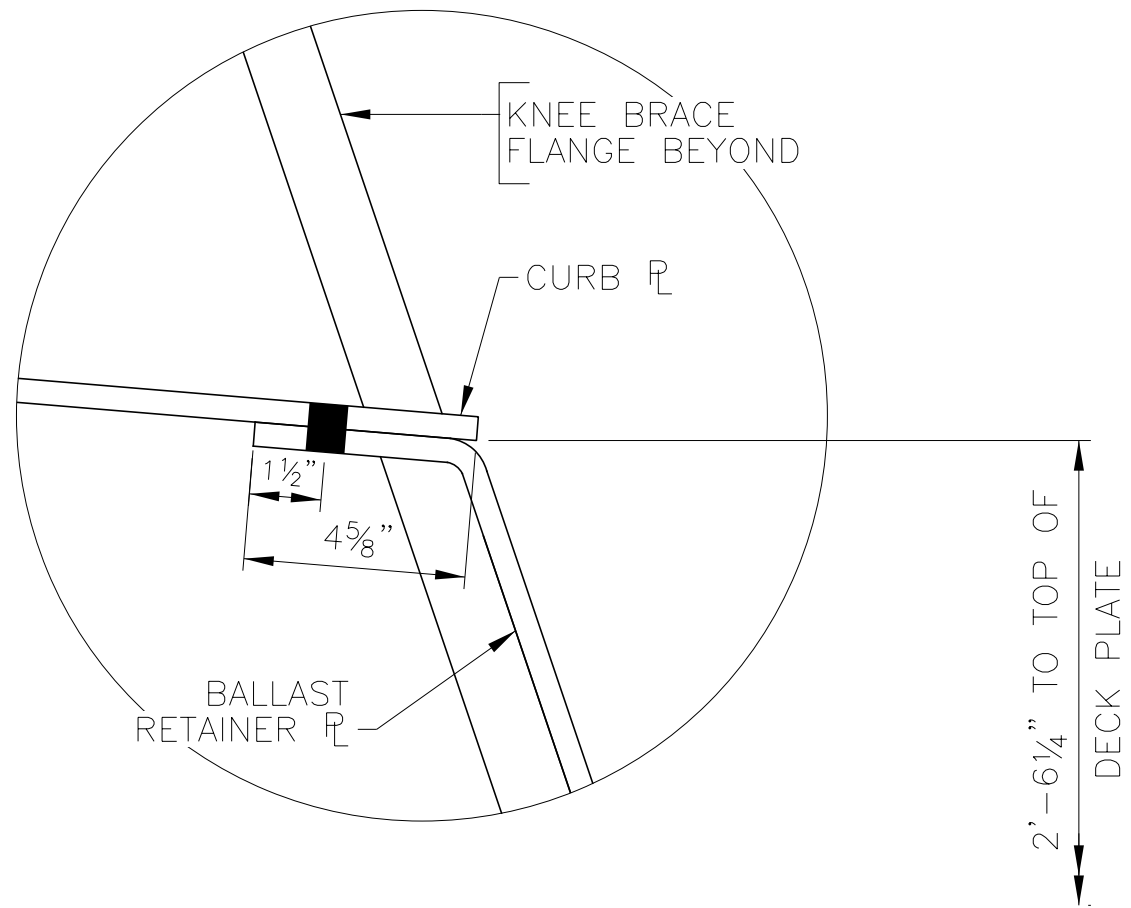
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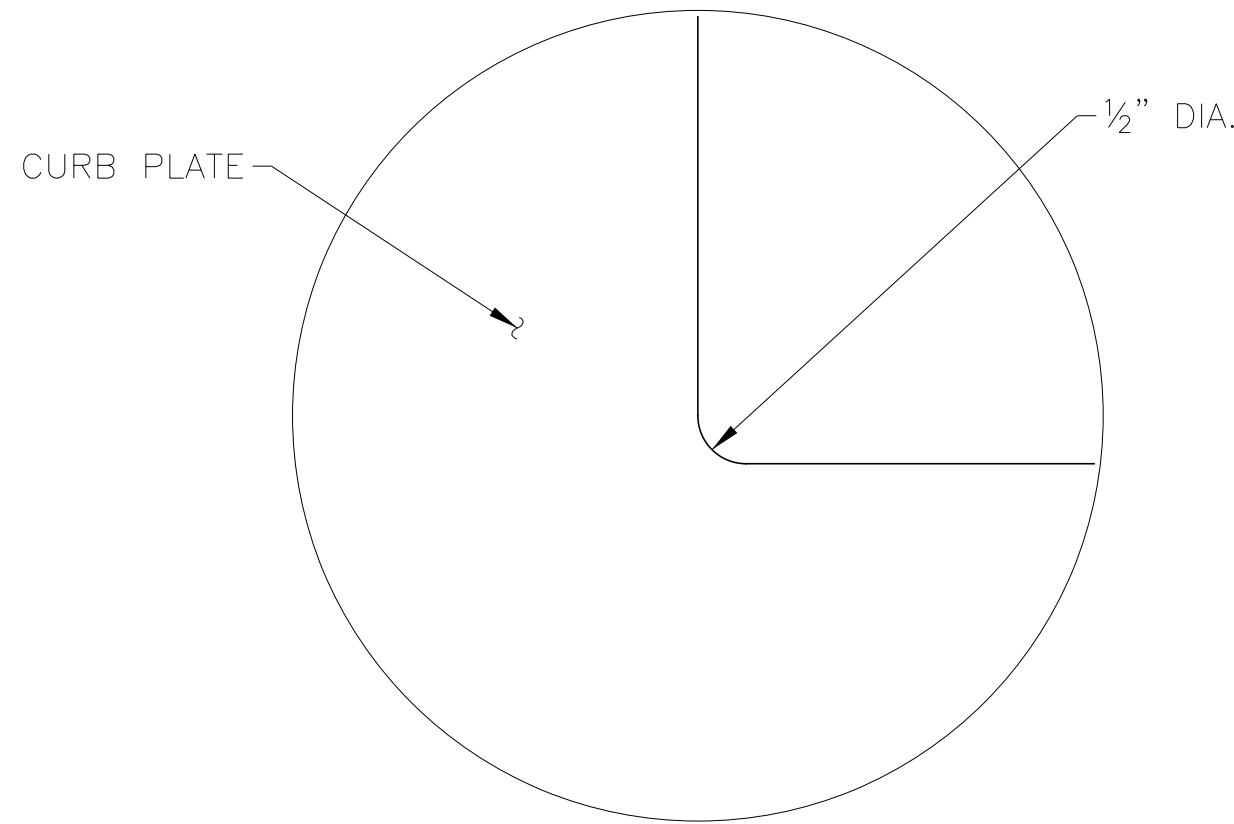
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DIRECTOR	DATE	
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES		
SITE PLAN NO. DSP 2019-0031		
DIRECTOR	DATE	
CHAIRMAN, PLANNING COMMISSION		
DATE RECORDED		
INSTRUMENT NO.	DEED BOOK NO.	PAGE NO.



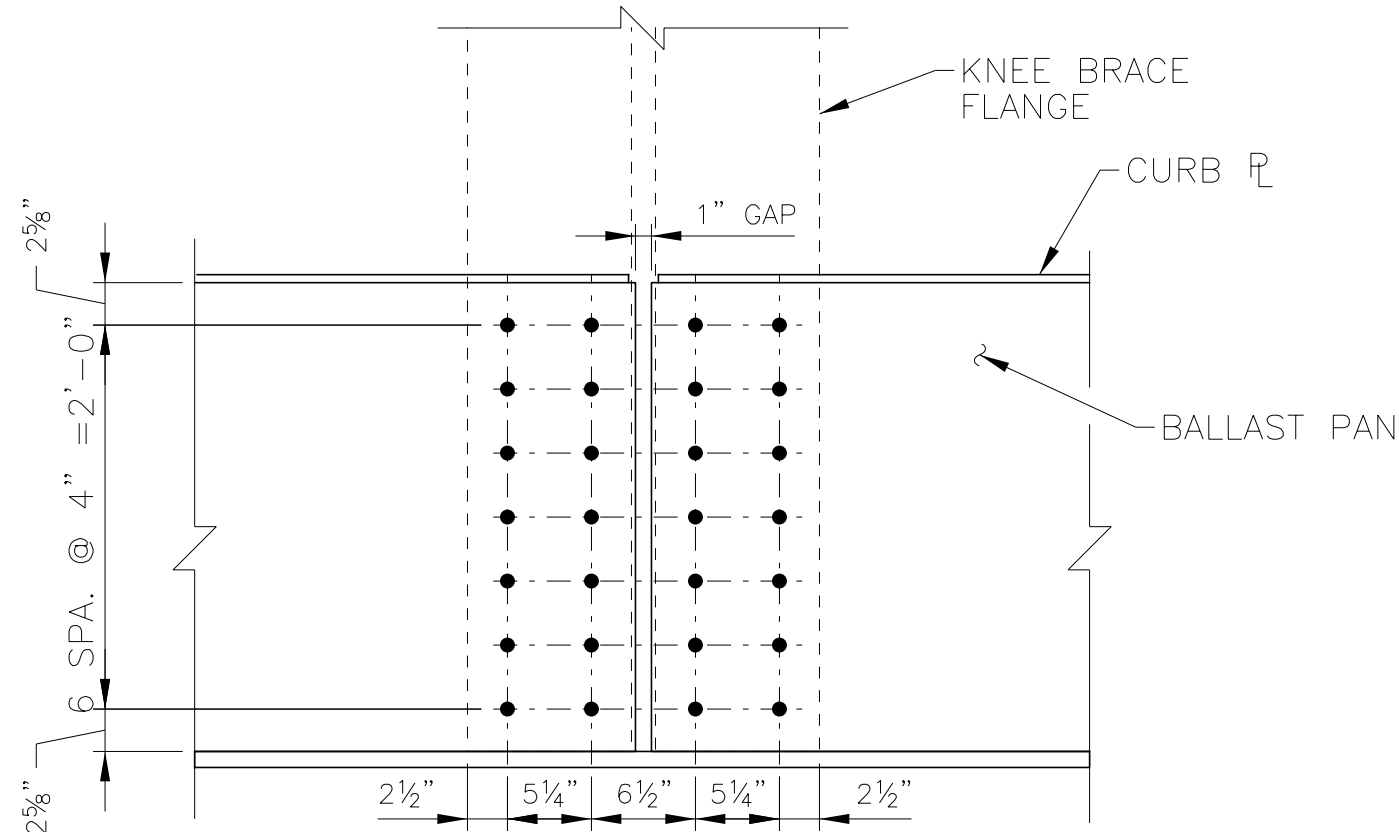
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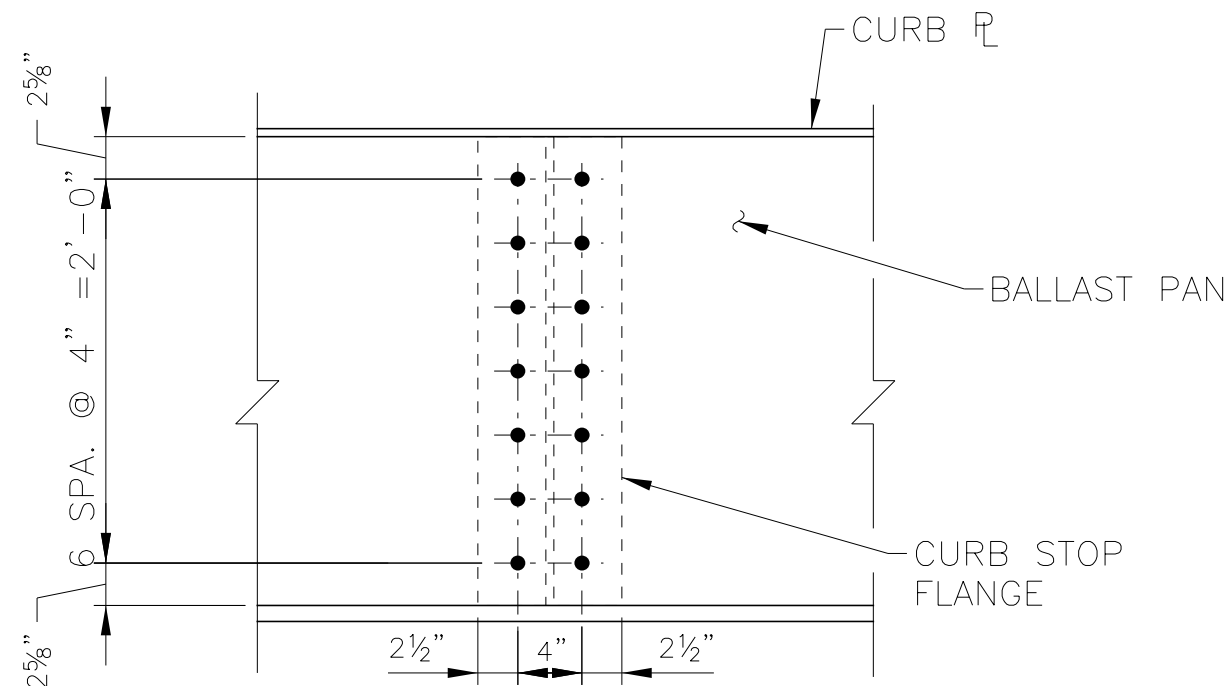
**CURB PLATE & BALLAST  
RETAINER CONNECTION  
DETAIL 1**  
SCALE: 3" = 1'-0"



**NOTCH DETAIL**  
SCALE: NTS



**BALLAST PAN CONNECTION**  
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AT KNEE BRACE  
MEASURE ALONG FACE OF BALLAST PAN

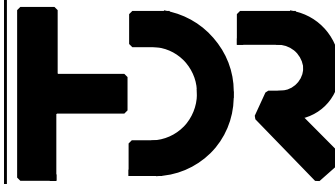


**BALLAST PAN CONNECTION**  
SCALE: 1" = 1'-0"  
AT BALLAST STOP  
MEASURE ALONG FACE OF BALLAST PAN

**King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 6 of 28**

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING	
DIRECTOR _____	DATE _____
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES	
SITE PLAN NO. <u>DSP 2019-0031</u>	
DIRECTOR _____	DATE _____
CHAIRMAN, PLANNING COMMISSION _____ DATE _____	
DATE RECORDED _____	
DATUM: (HZ) NAD 83 (VT) NAVD 88	INSTRUMENT NO. _____ DEED BOOK NO. _____ PAGE NO. _____

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			JR
			DATE:
			12/23/2024



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**ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS**

**KING ST MISC. STEEL DETAILS**

IFB NO:

XXX-XXX

DRAWING NO:

S2-505

SCALE:

AS SHOWN

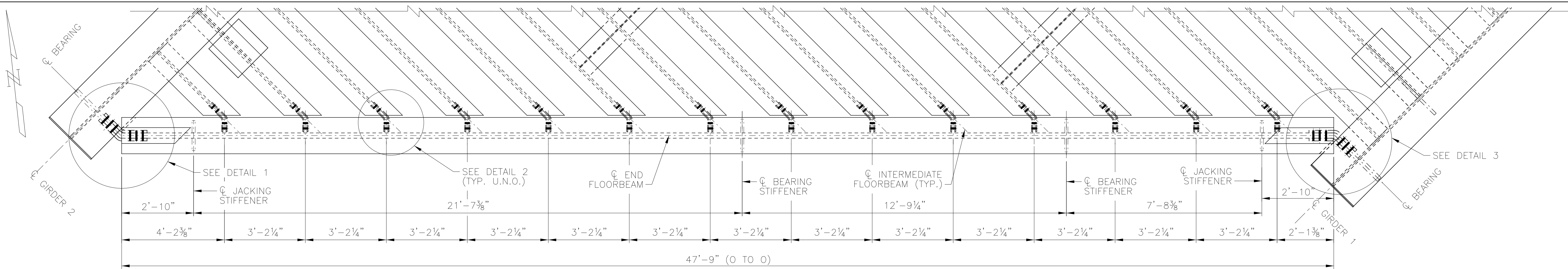
SHEET NO:

177 OF 387

**100% DESIGN SUBMISSION  
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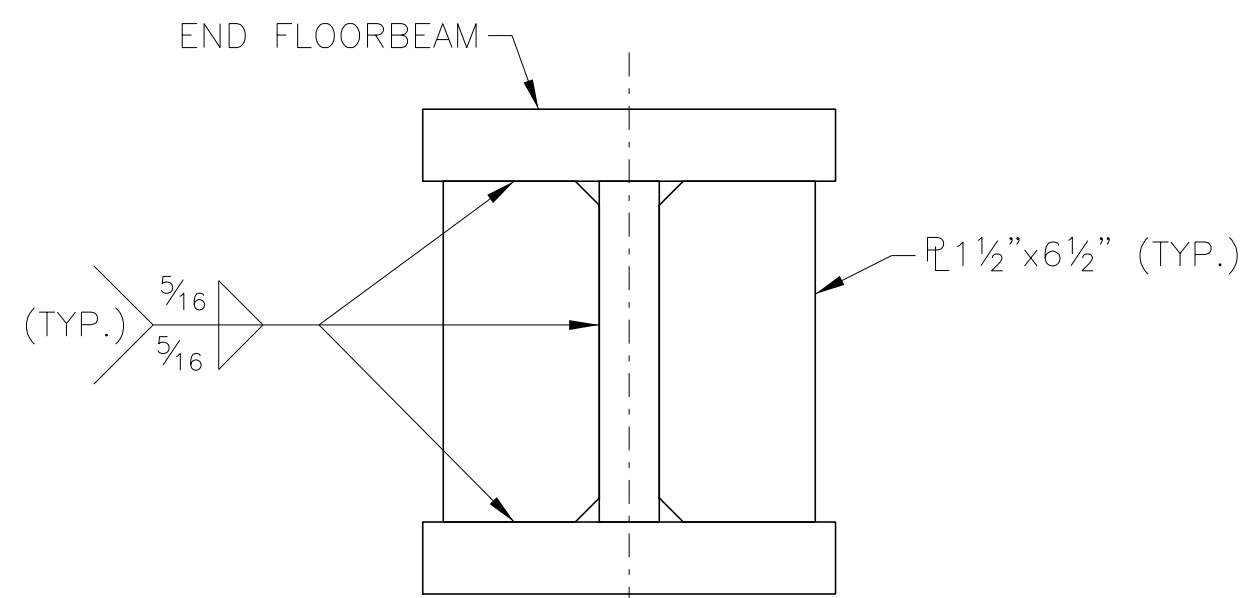
DATE: 12/15/2024  
FILENAME: ...ICFP-105-30-EP01.dgn



END FLOORBEAM PLAN - ABUTMENT 0 BRIDGE 1 SHOWN

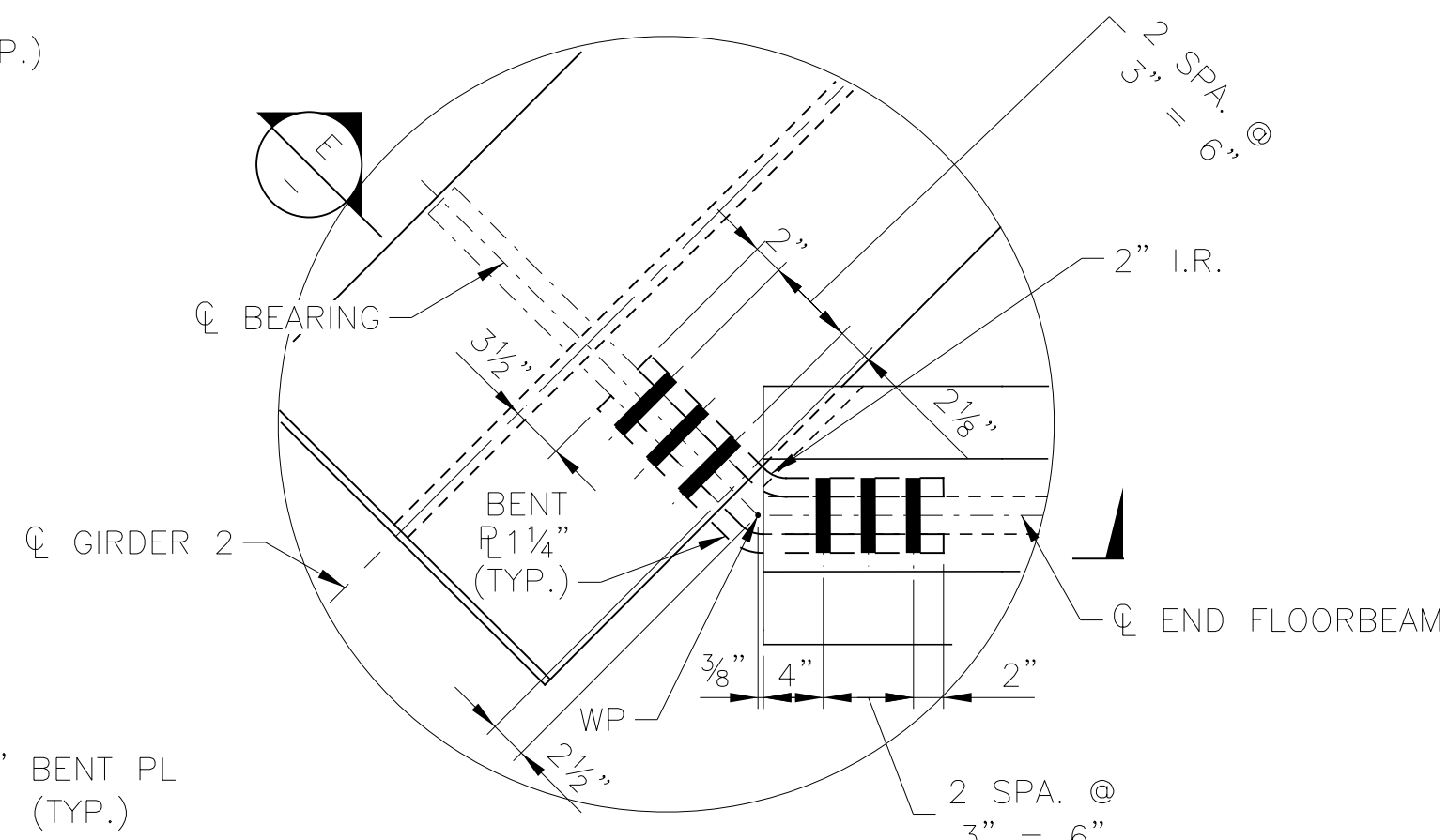
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SCALE: 1/2" = 1'-0"



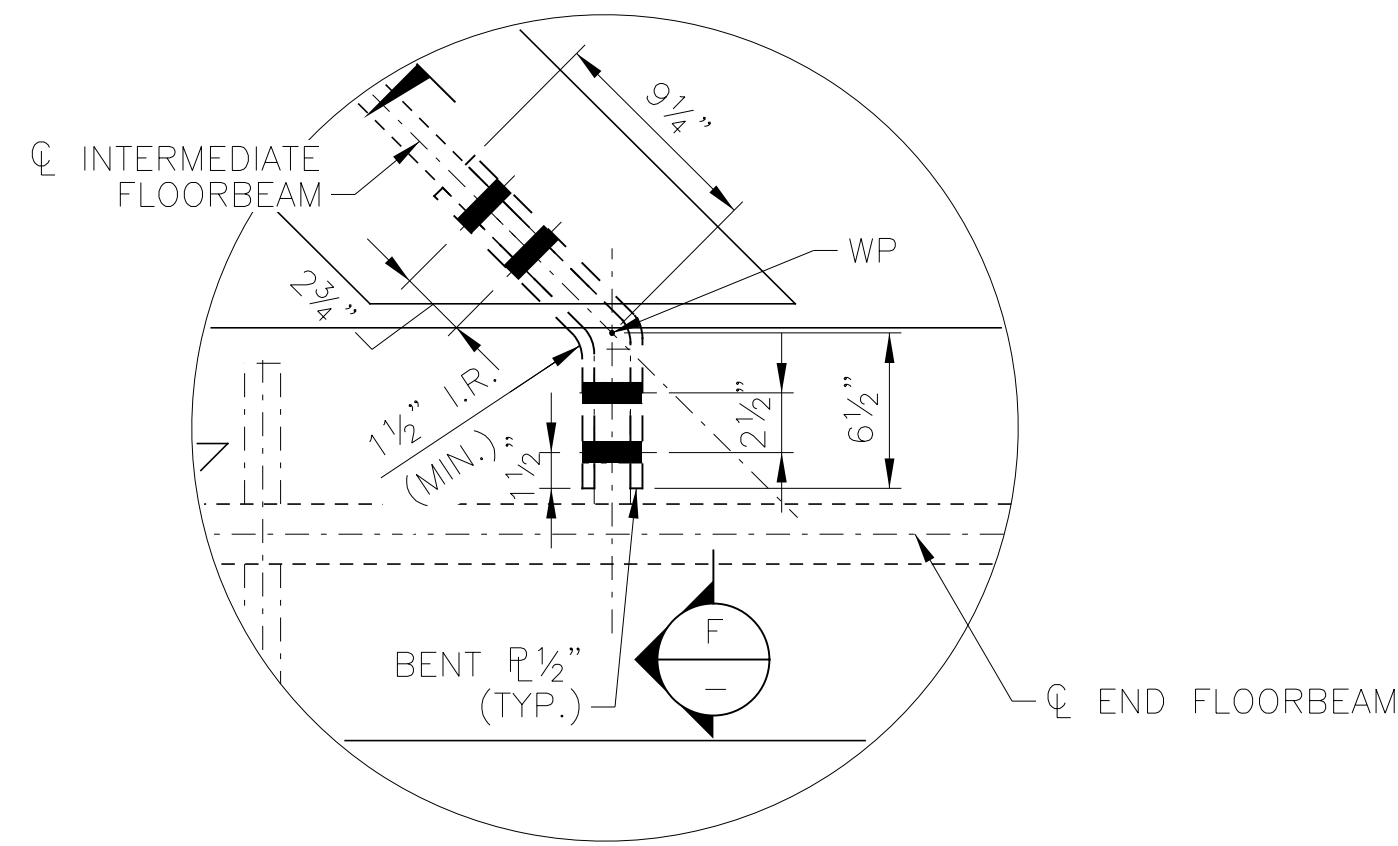
BEARING & JACKING STIFFENER

SCALE: 1" = 1'-0"



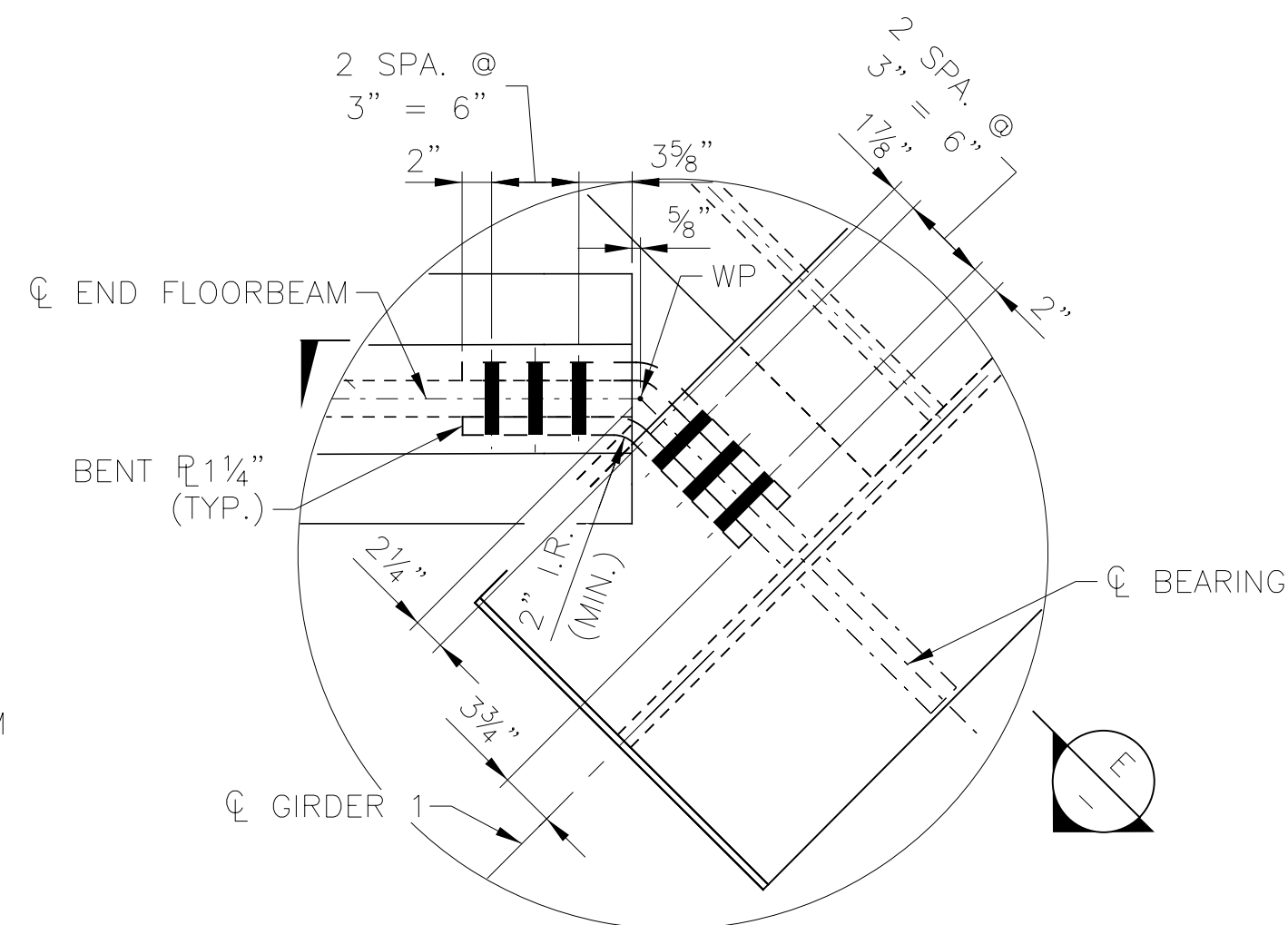
DETAIL 1

SCALE: 1" = 1'-0"



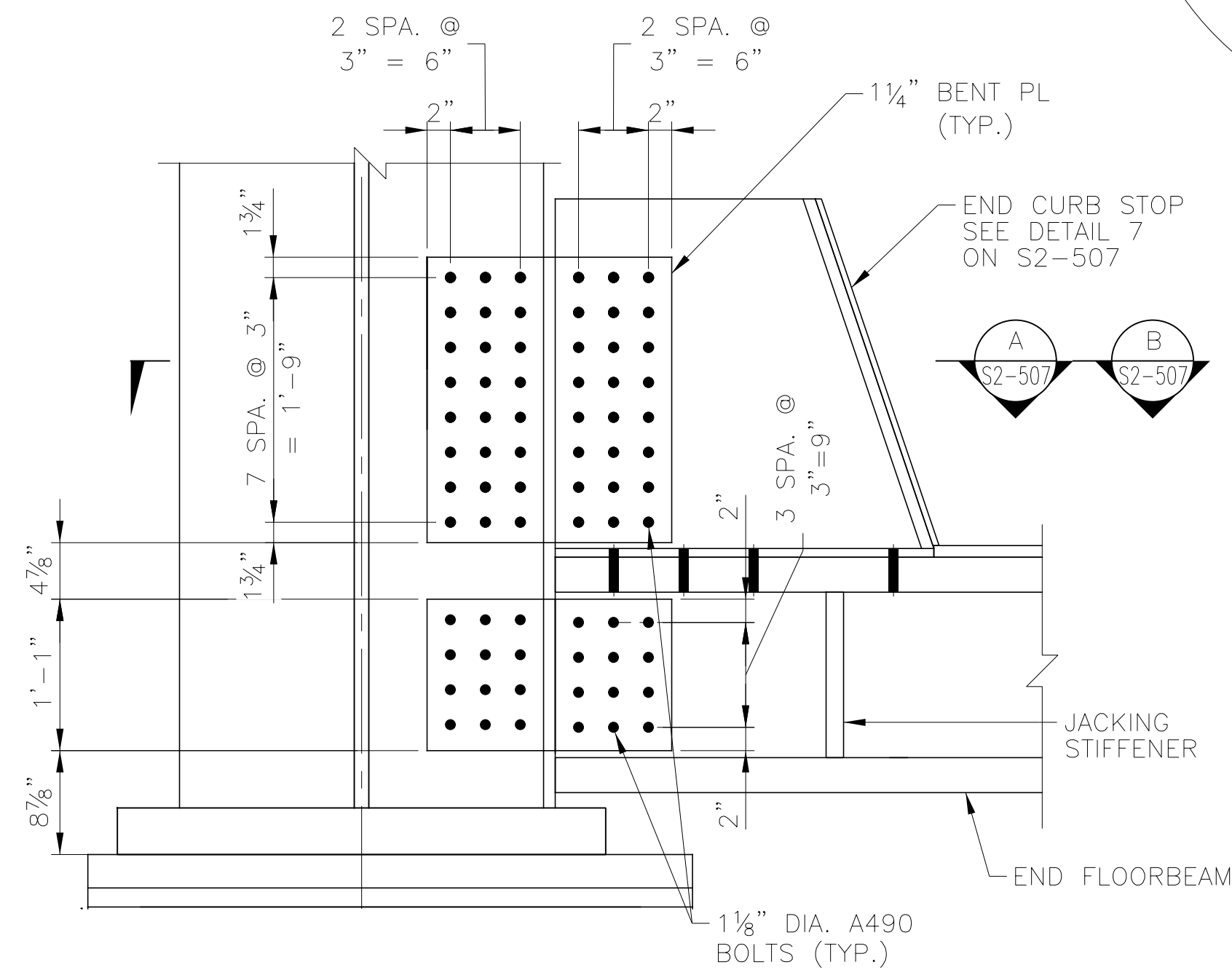
DETAIL 2

SCALE: 1 1/2" = 1'-0"



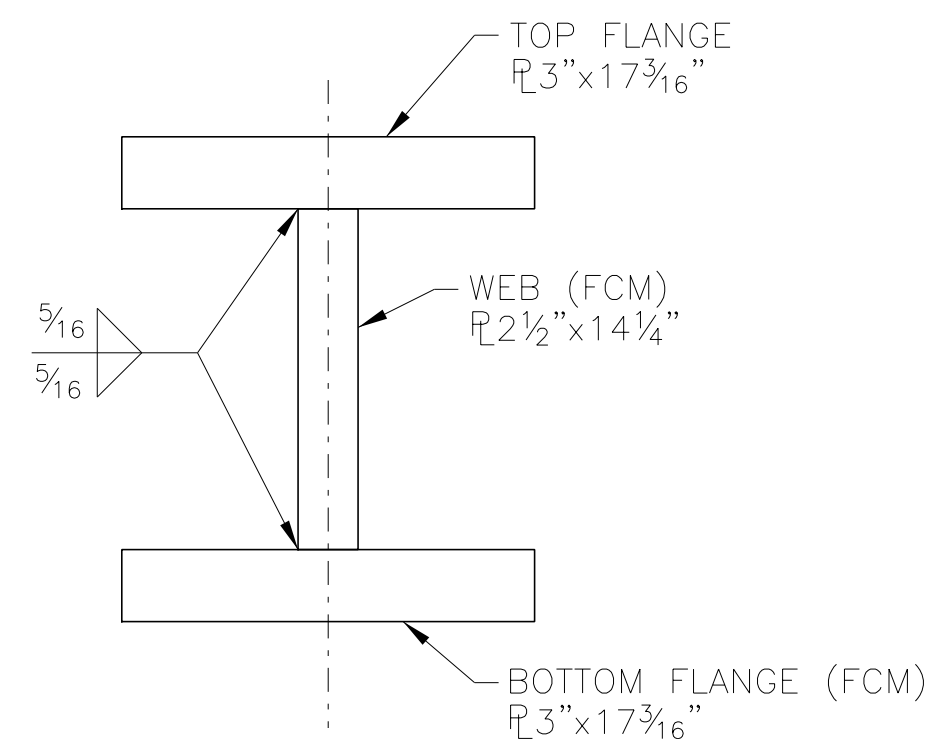
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SCALE: 1" = 1'-0"



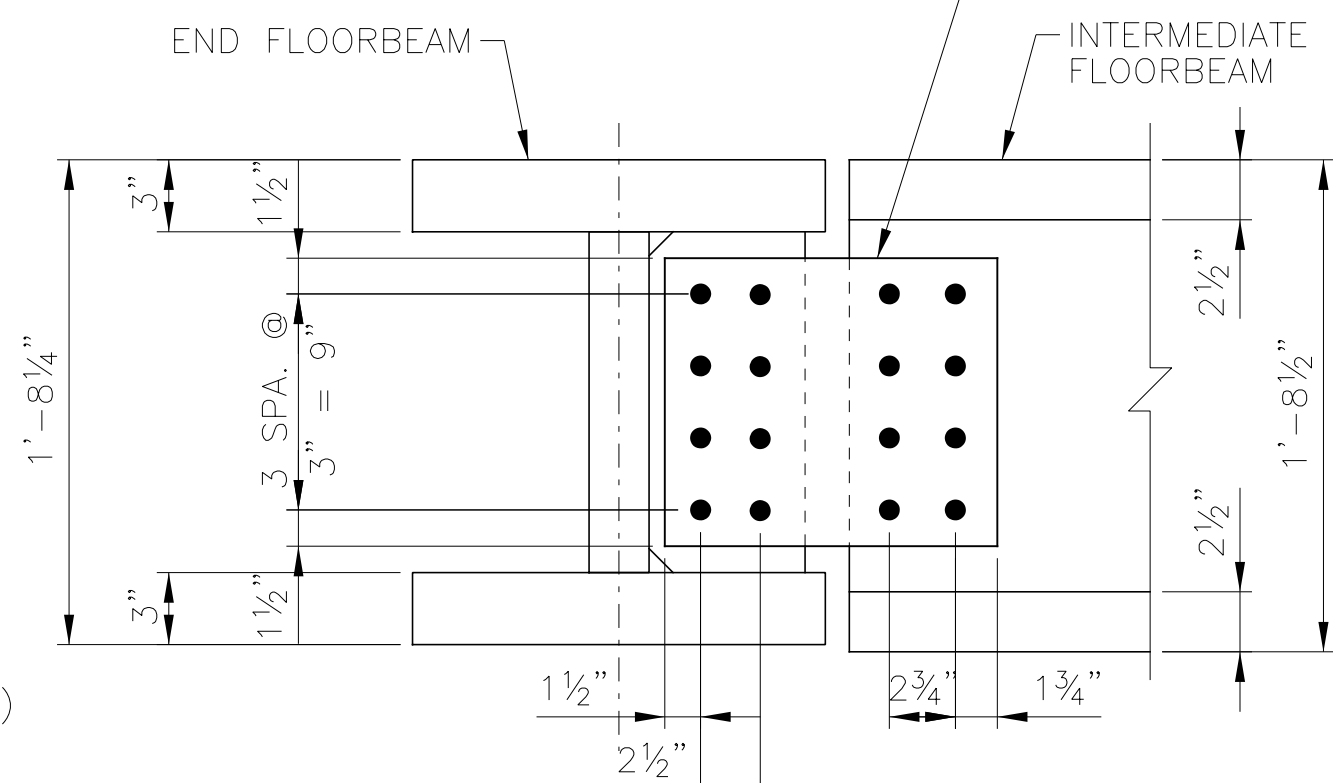
SECTION

SCALE: 1" = 1'-0"



END FLOORBEAM DETAIL

SCALE: 1" = 1'-0"



SECTION

SCALE: 1" = 1'-0"

**King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 7 of 28**

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING		
DIRECTOR	DATE	
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES		
SITE PLAN NO. DSP 2019-0031		
DIRECTOR	DATE	
CHAIRMAN, PLANNING COMMISSION		
DATE RECORDED		
DATUM: (HZ) NAD 83 (VT) NAVD 88	INSTRUMENT NO.	DEED BOOK NO. PAGE NO.

REV.NO.	DATE	DESCRIPTION	DESIGNED BY:
E	01/12/2024	90% REVISED PLAN SUBMISSION	VV
F	08/16/2024	90% UNIFIED PLAN SUBMISSION	DRAWN BY:
G	10/17/2024	90% CONFORMED DESIGN PACKAGE	NME
H	12/23/2024	100% DESIGN PACKAGE	CHECKED BY:
			JR
			DATE:
			12/23/2024



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ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS

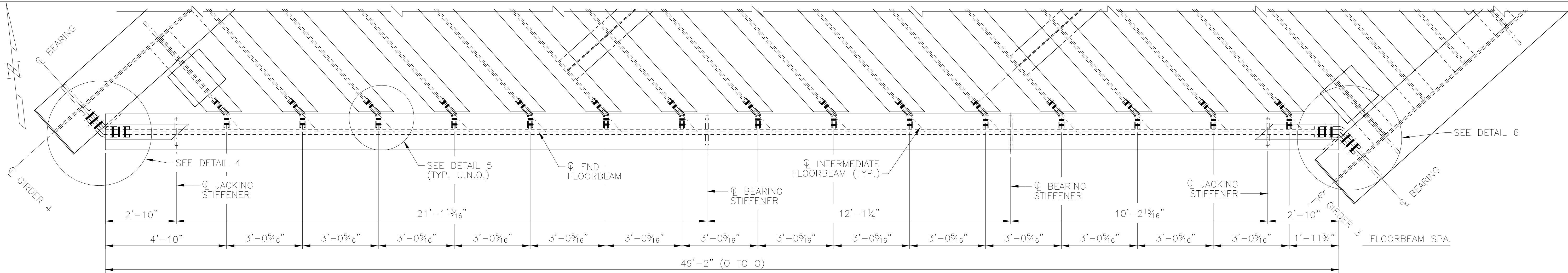
KING ST END FLOORBEAM  
DETAILS - 1 OF 2

IFB NO:	XXX-XXX
DRAWING NO:	S2-506
SCALE:	AS SHOWN
SHEET NO:	178 OF 387

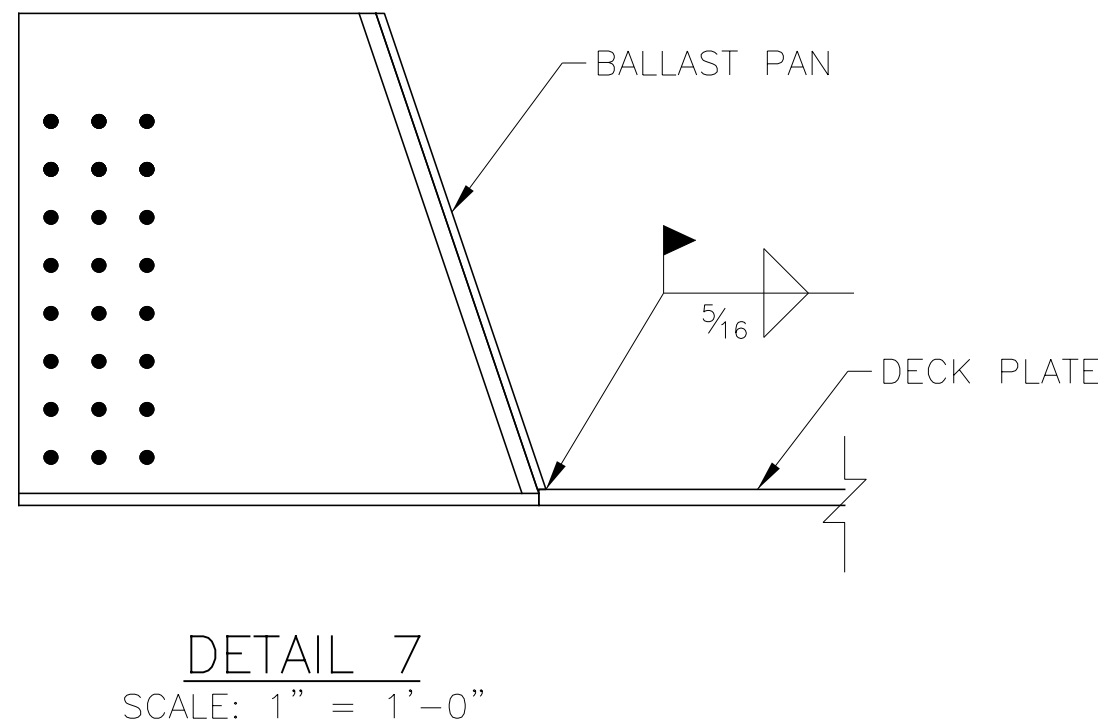
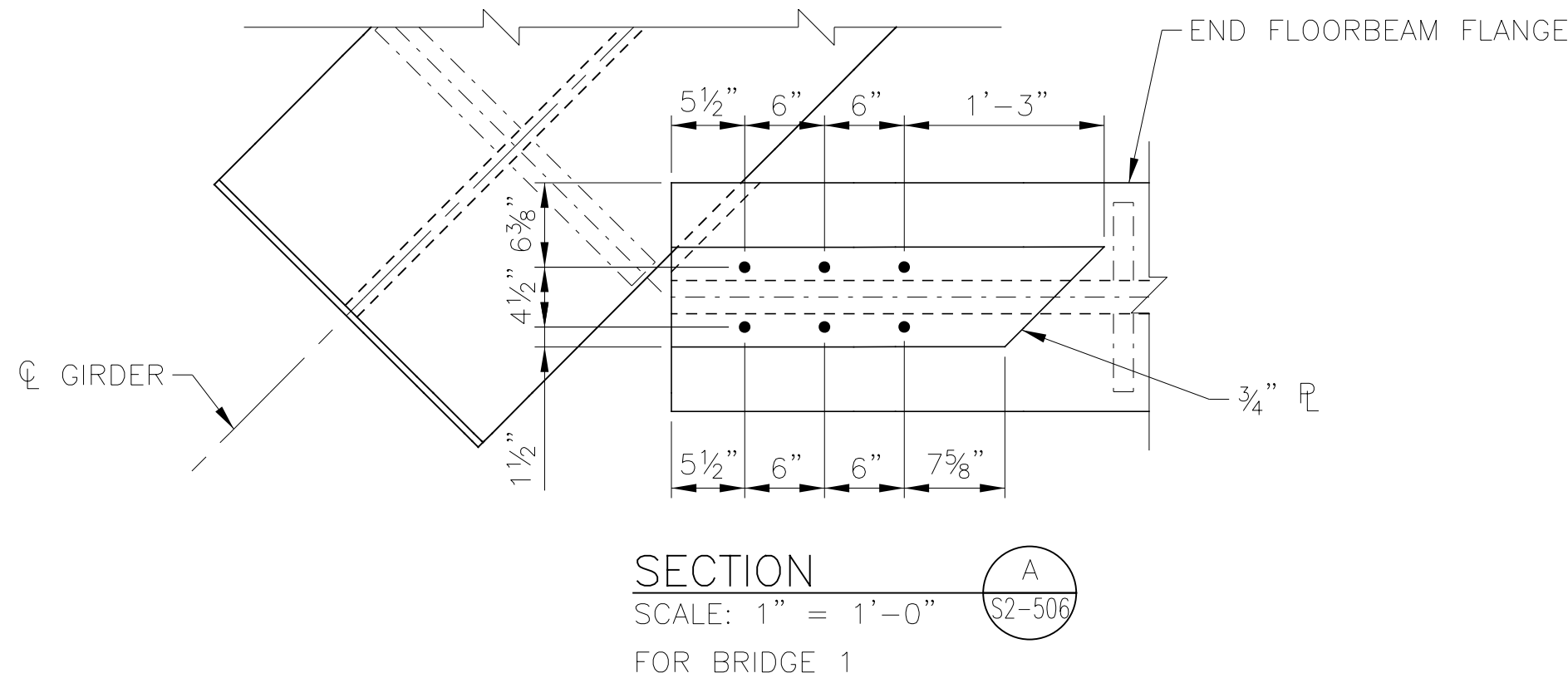
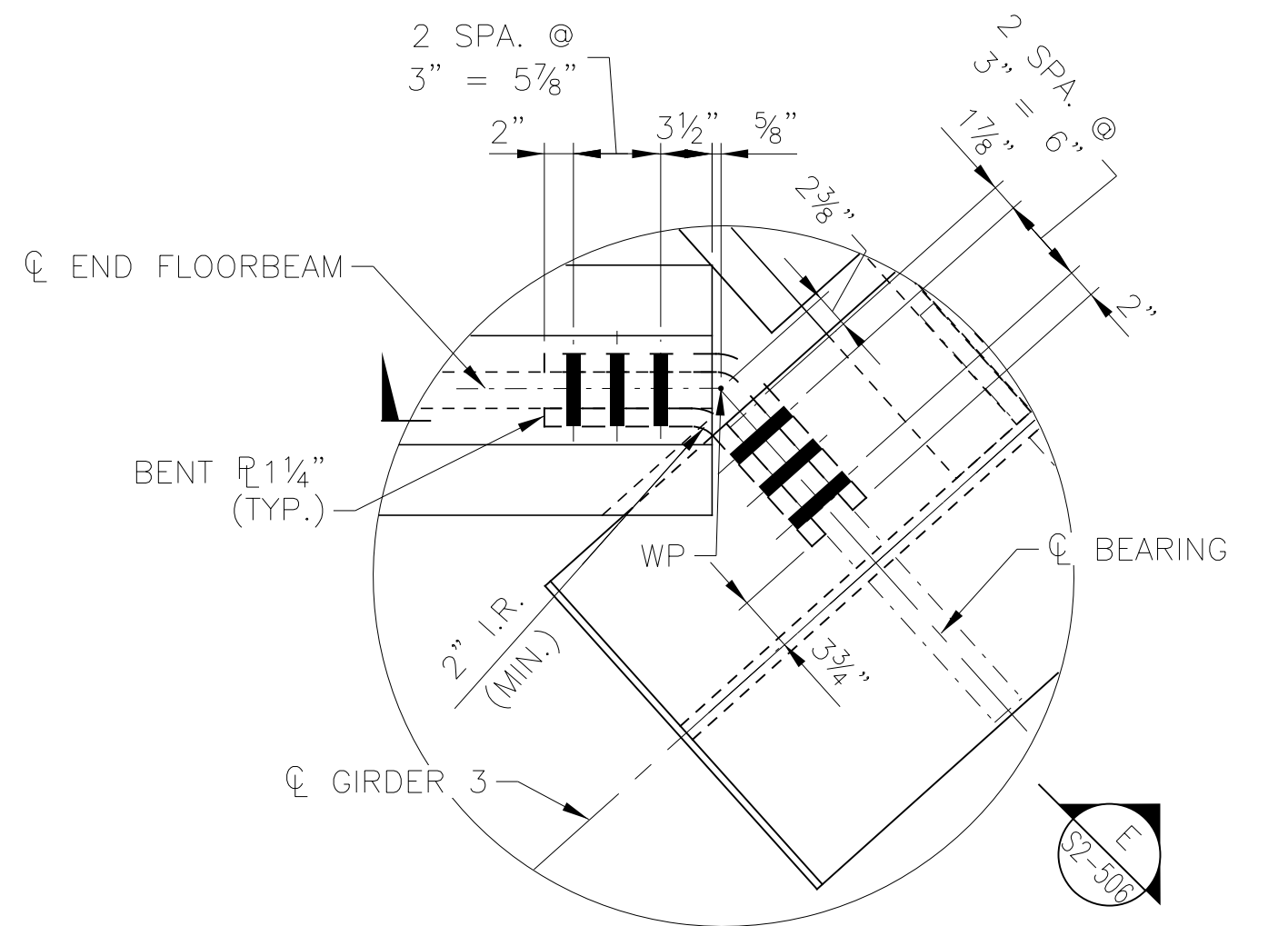
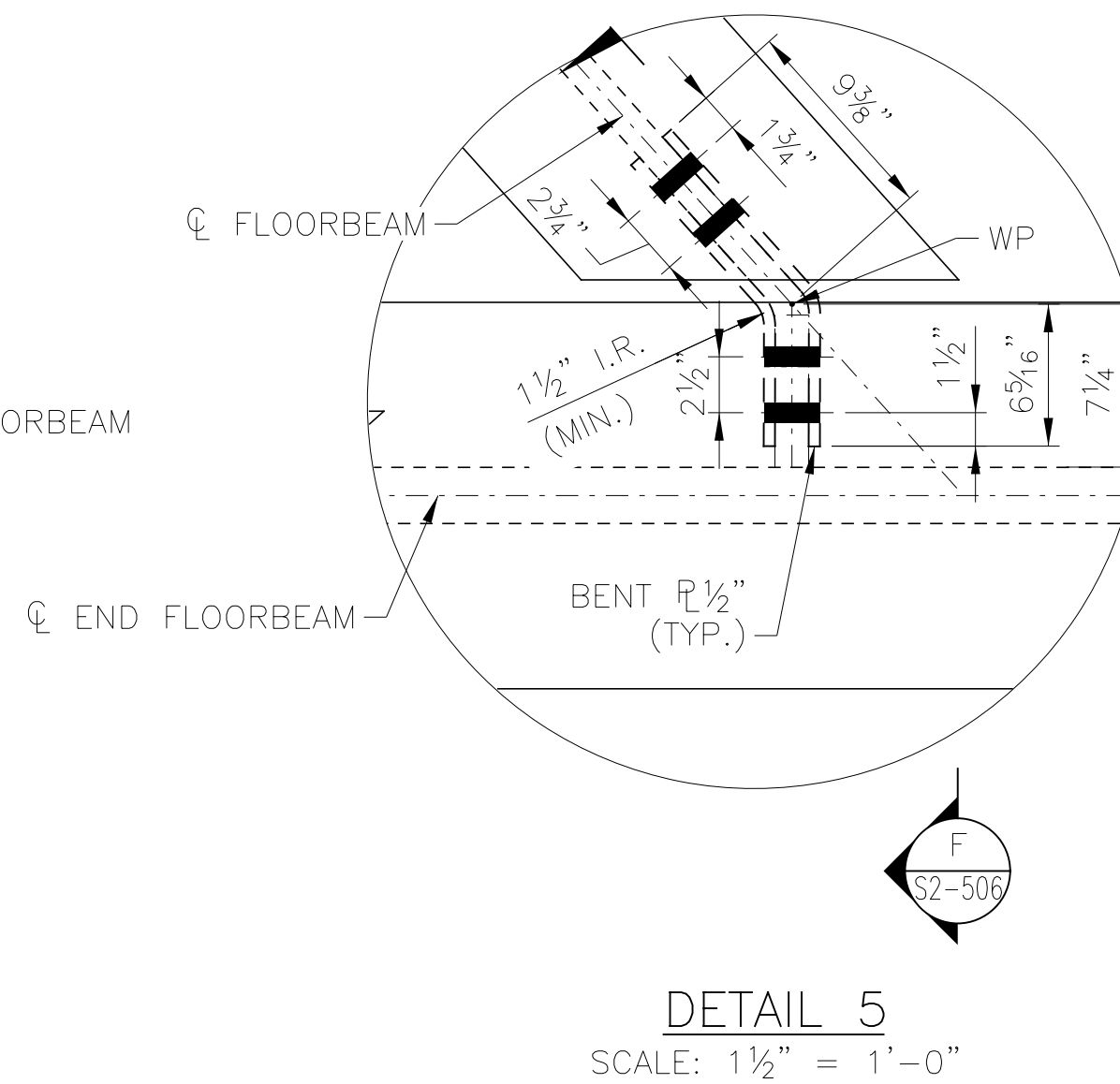
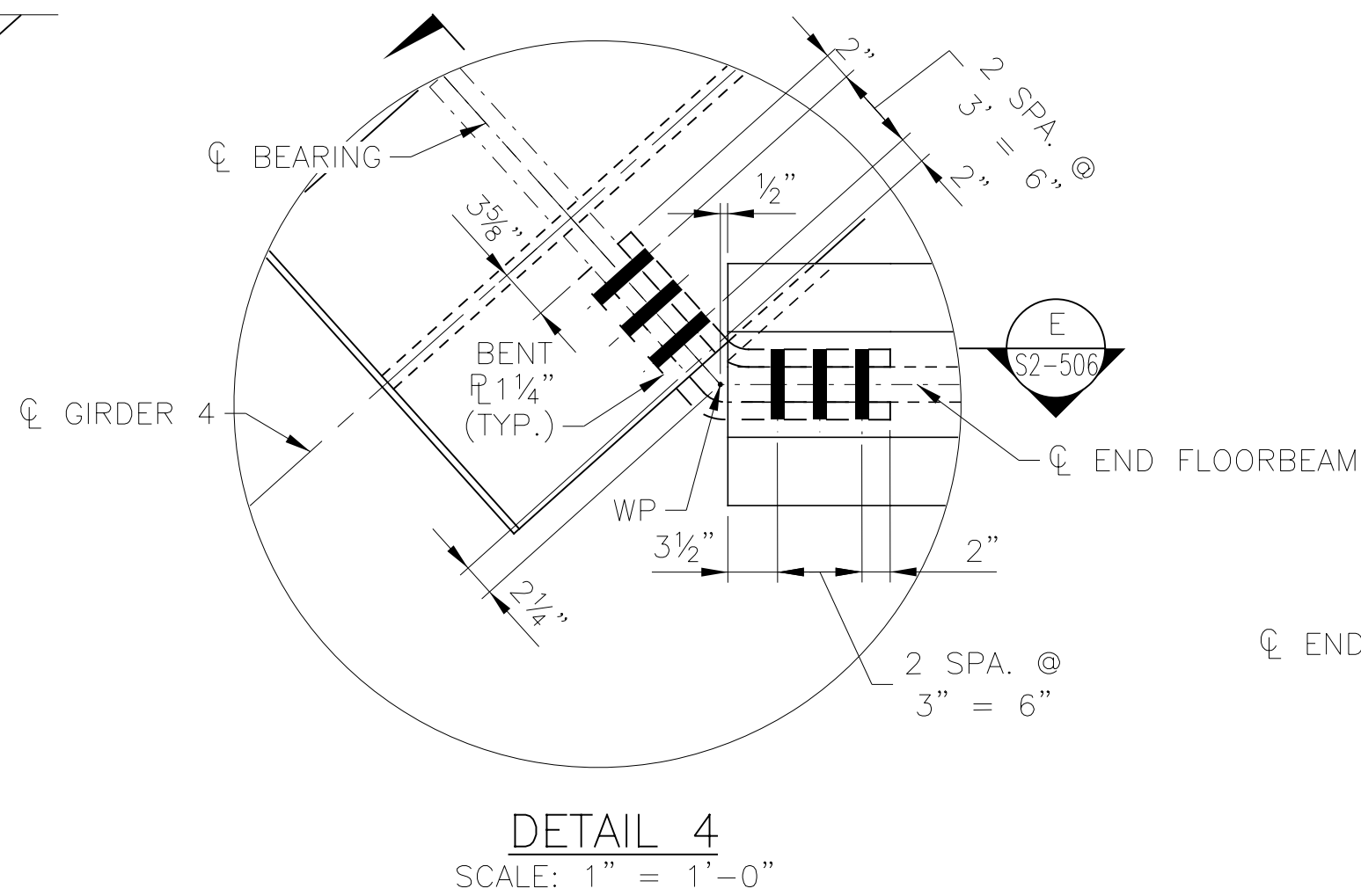
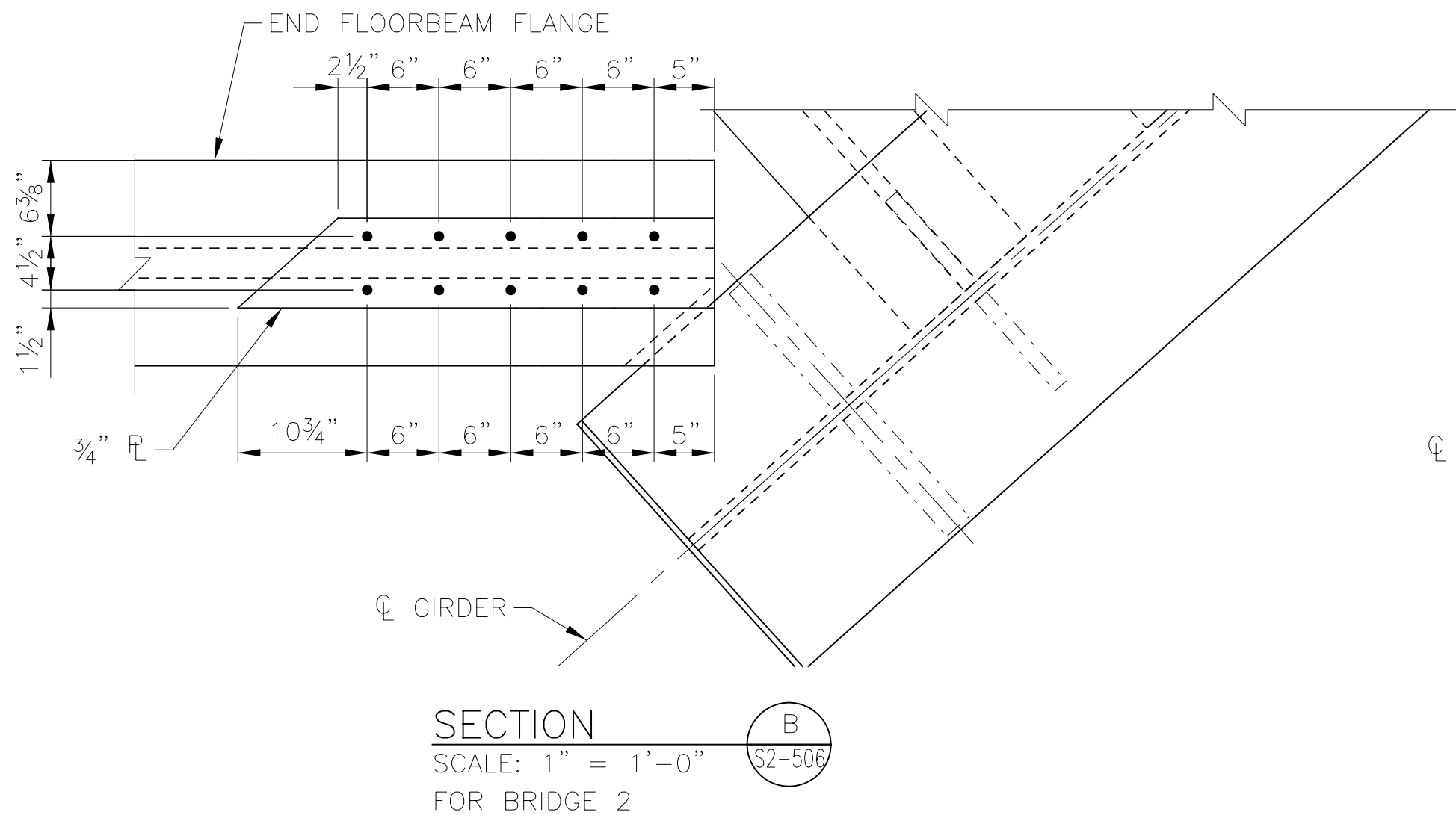
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FILENAME: ...\\CFP-105-30-ET02.dgn DATE: 12/15/2024



END FLOORBEAM PLAN – ABUTMENT 0 BRIDGE 2 SHOWN  
ABUTMENT 1 BRIDGE 2 ROTATE 180°  
SCALE: 1/2" = 1'-0"



King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 8 of 28

DETAIL 6  
SCALE: 1 1/2" = 1'-0"

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING		
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DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES		
SITE PLAN NO. DSP 2019-0031		
DIRECTOR	DATE	
CHAIRMAN, PLANNING COMMISSION		
DATE RECORDED		
DATUM: (HZ) NAD 83 (VT) NAVD 88	INSTRUMENT NO.	DEED BOOK NO. PAGE NO.

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NOT FOR CONSTRUCTION

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G	10/17/2024	90% CONFORMED DESIGN PACKAGE	NME
H	12/23/2024	100% DESIGN PACKAGE	CHECKED BY:
			JR
			DATE:
			12/23/2024

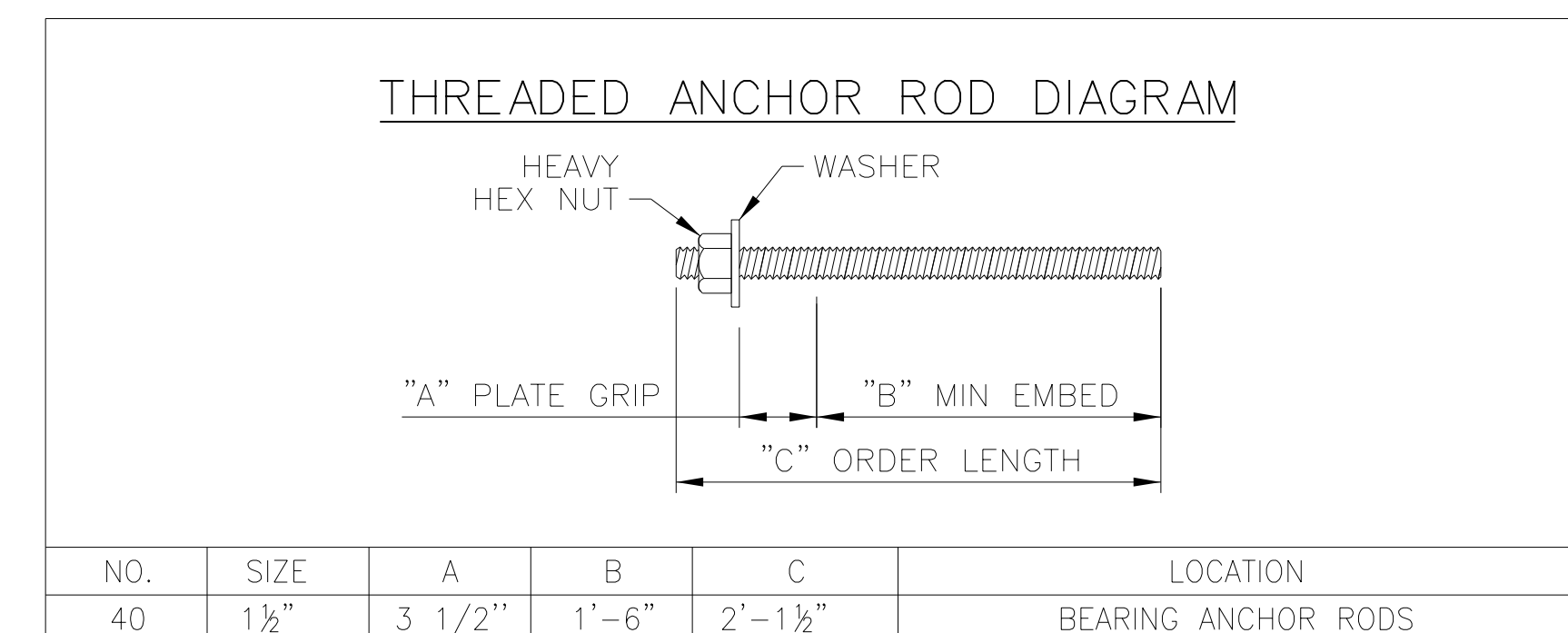
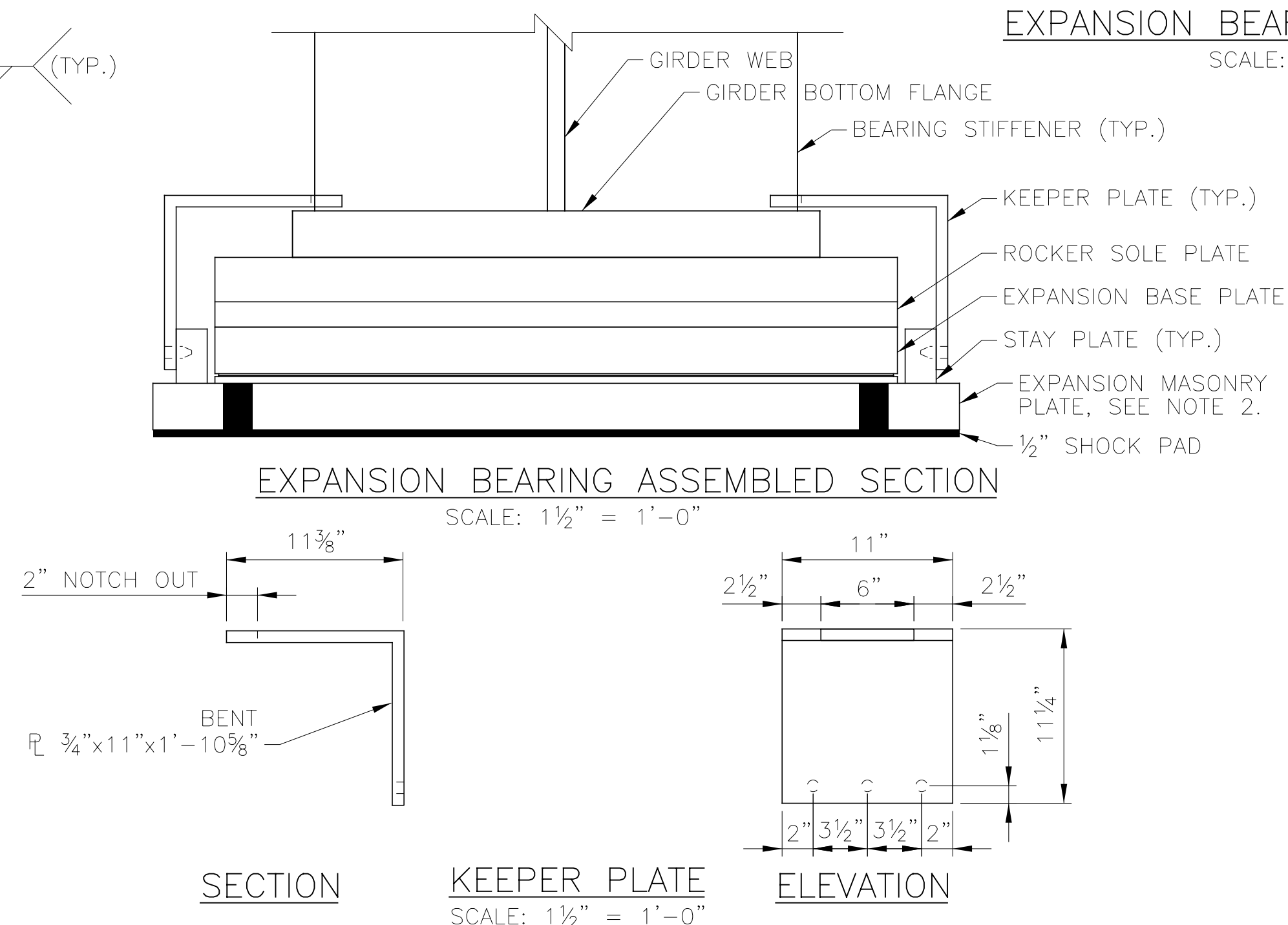
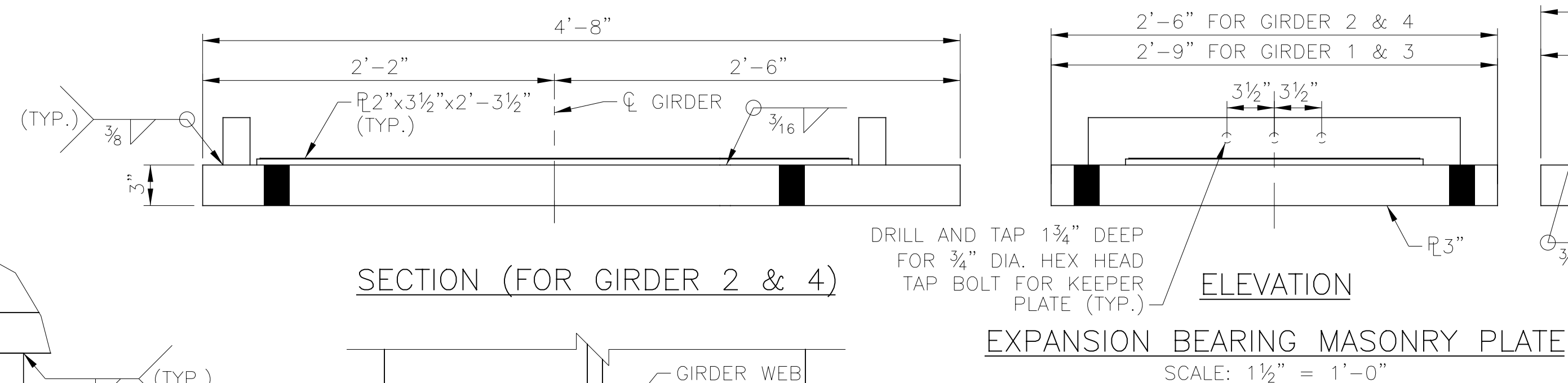
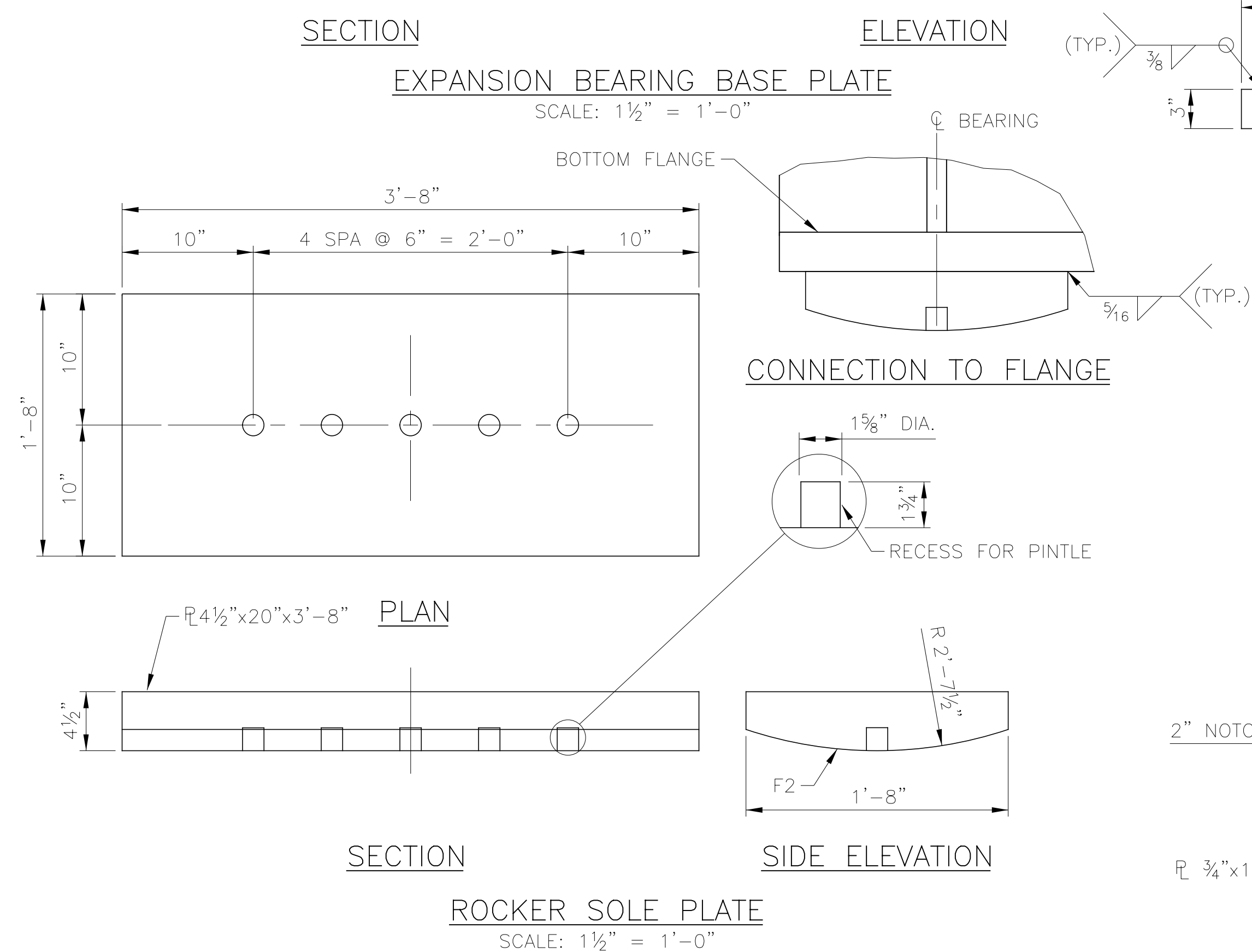
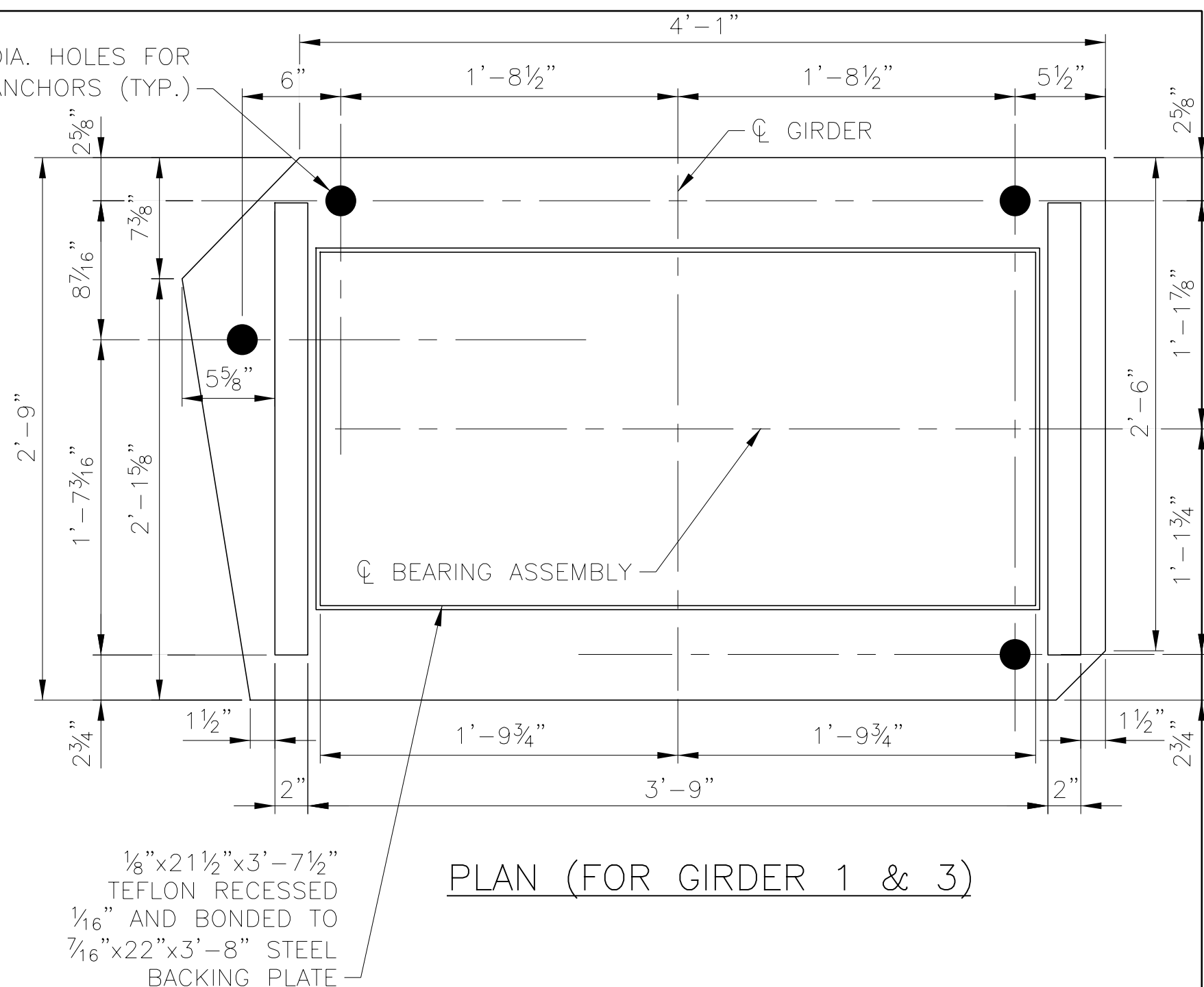
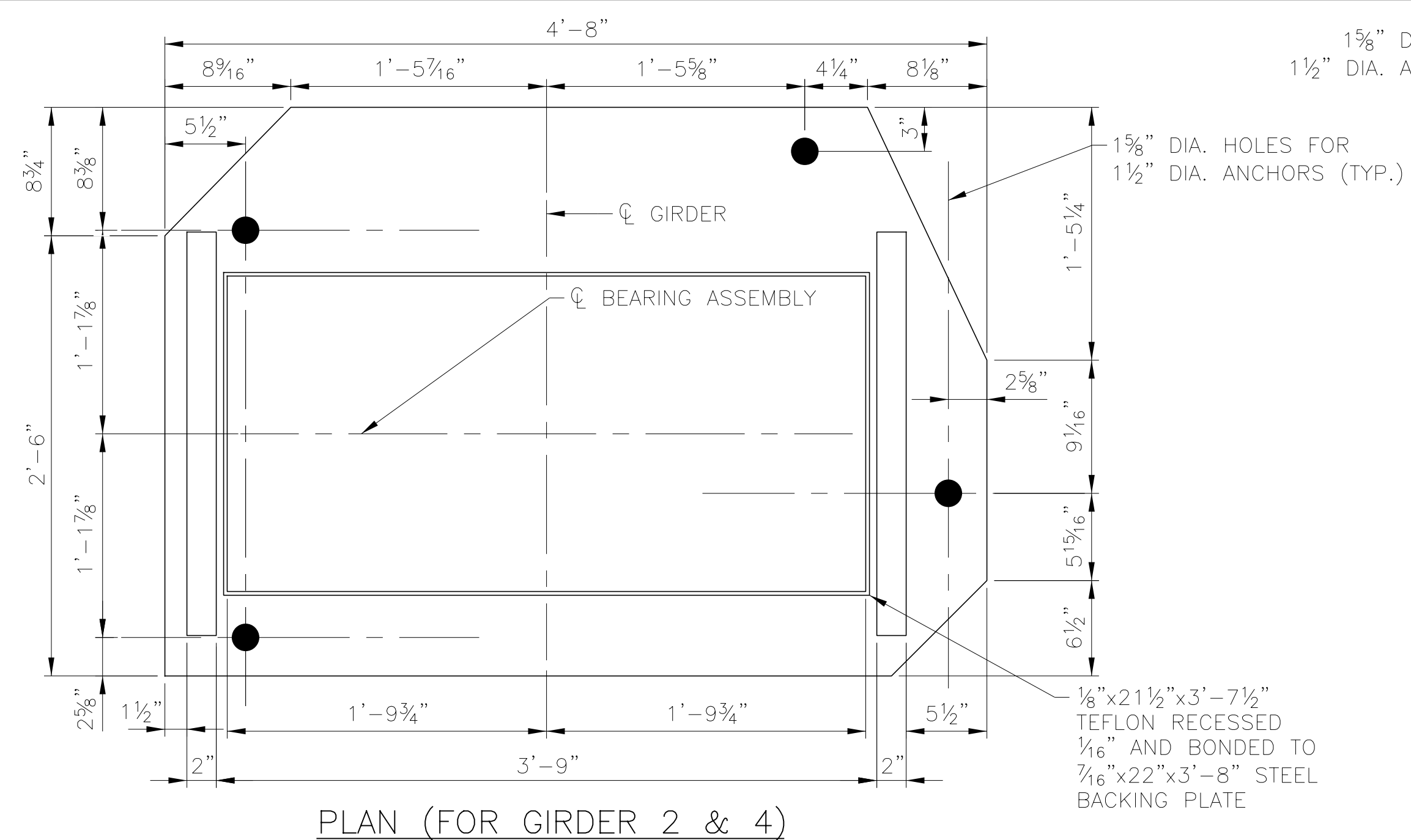
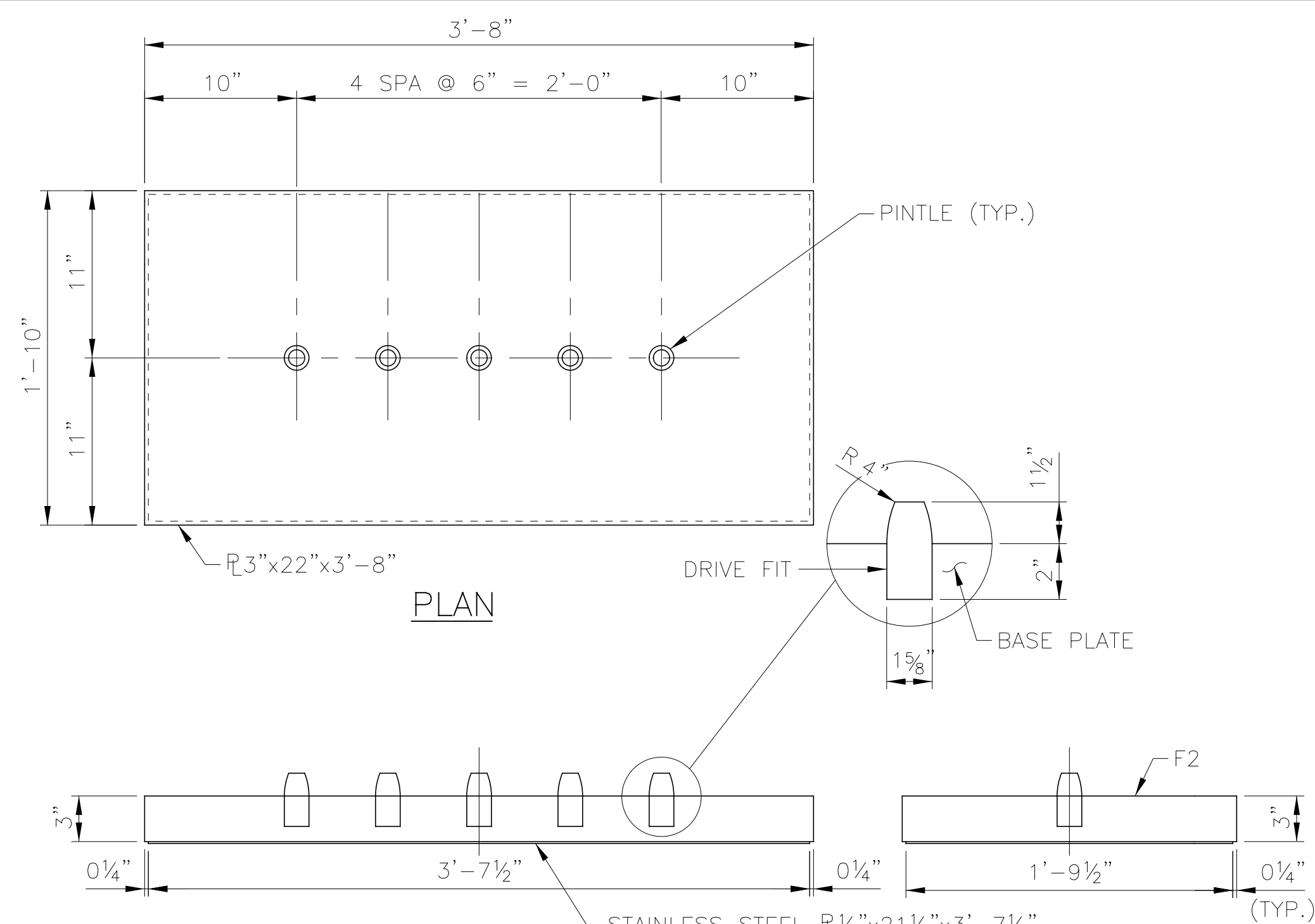


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ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS

KING ST END FLOORBEAM  
DETAILS - 2 OF 2

IFB NO:	XXX-XXX
DRAWING NO:	S2-507
SCALE:	AS SHOWN
SHEET NO:	179 OF 387



- NOTE

1. ALL SURFACES MARKED "F2" ARE TO BE MACHINED TO A MAXIMUM ROUGHNESS HEIGHT (ARITHMETIC AVERAGE) OF 250 MICRINCHES AFTER STRESS RELIEVING.
2. 2-2½" SHIM PLATES FOR GIRDER 1 & 2 TO MATCH MASONRY PLATES.

APPROVED  
SPECIAL USE PERMIT NO.  
DEPARTMENT OF PLANNING & ZONING

DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES  
SITE PLAN NO. DSP 2019-0031

DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CHAIRMAN, PLANNING COMMISSION	DATE
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DATE RECORDED \_\_\_\_\_

DATE RECORDED \_\_\_\_\_

DATUM:  
(HZ) NAD 83  
(VT) NAD 83

IFB NO:

DRAWING NO:

SCALE:	AS SHOWN
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SHEET NO:  
180 OF 387

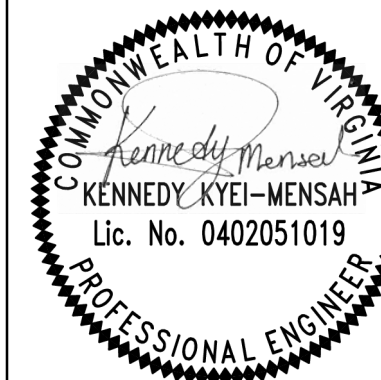
## ALEXANDRIA STATION AND BRIDGE IMPROVEMENTS

### KING ST BEARING DETAILS - TPG EXPANSION BEARING

**King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 9 of 28**

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REV.NO.	DATE	DESCRIPTION	DESIGNED BY:
E	01/12/2024	90% REVISED PLAN SUBMISSION	RCV
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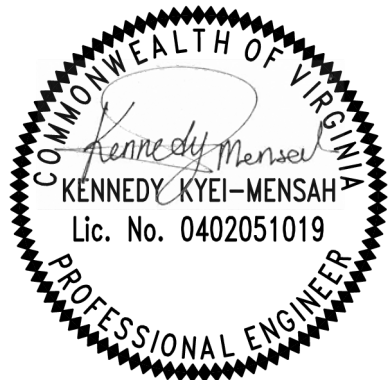


FILENAME: ...ICFP-105-30-BD02.dgn DATE: 12/15/2024

King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 10 of 28

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H	12/23/2024	100% DESIGN PACKAGE	CHECKED BY:
			JR
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			12/23/2024

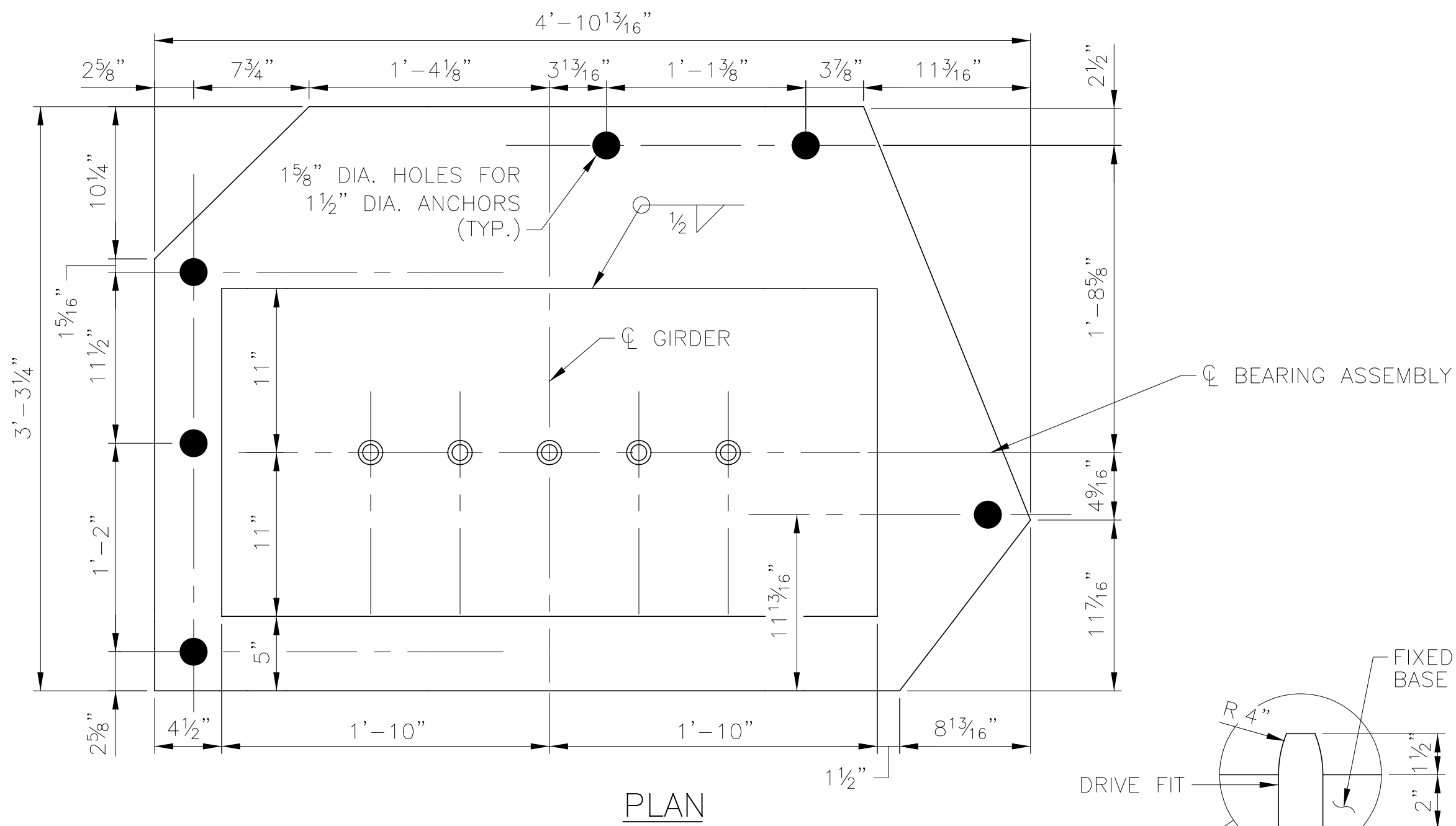


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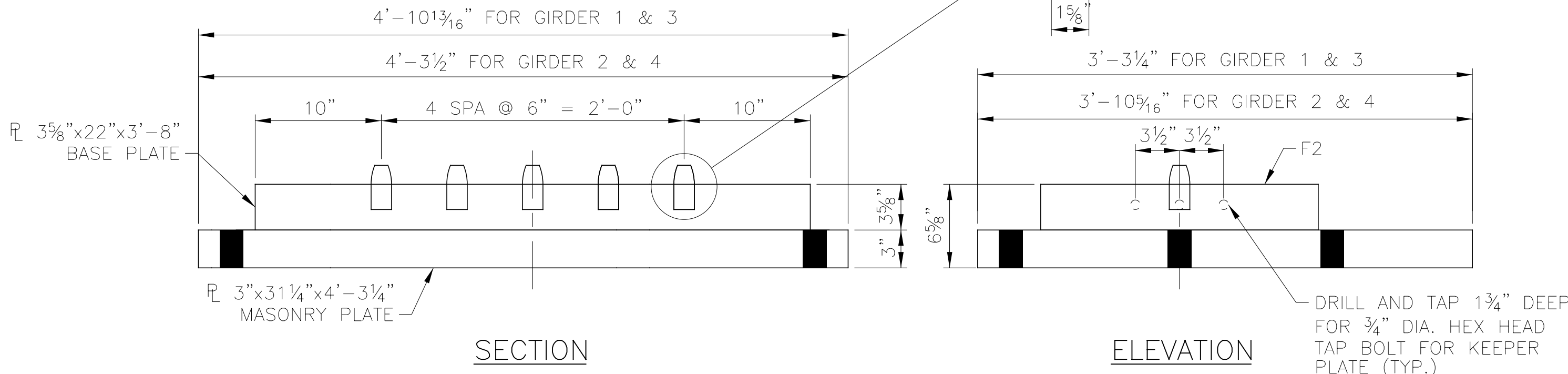
ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS

KING ST BEARING DETAILS -  
TPG FIXED BEARING

IFB NO:	XXX-XXX
DRAWING NO:	S2-509
SCALE:	AS SHOWN
SHEET NO:	181 OF 387



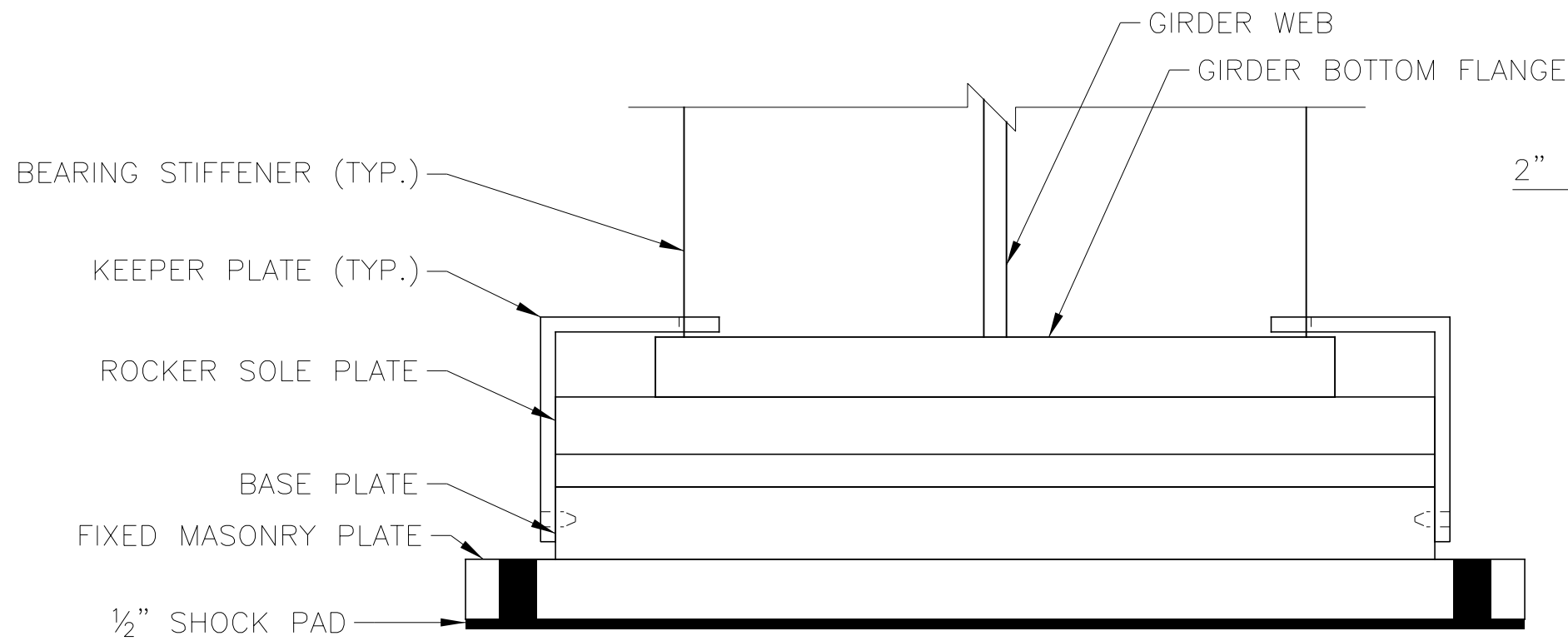
PLAN



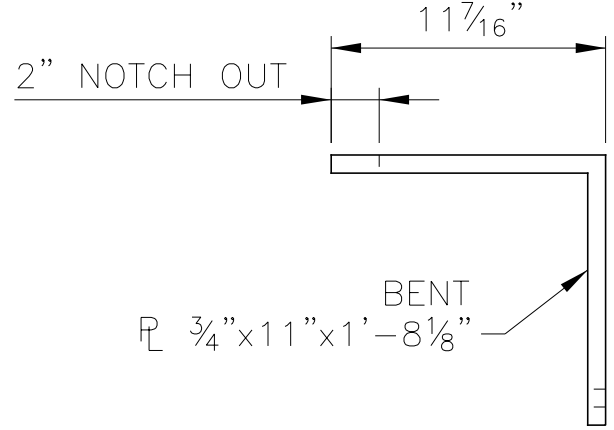
SECTION

ELEVATION

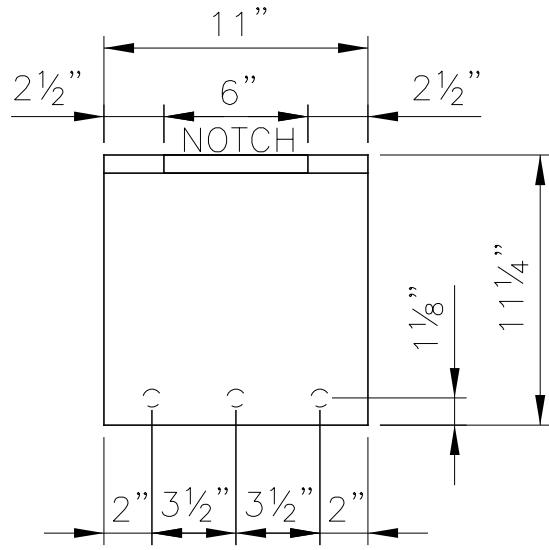
FIXED BEARING MASONRY PLATE (FOR GIRDER 1 & 3)  
SCALE: 1 1/2" = 1'-0"



FIXED BEARING ASSEMBLED SECTION  
SCALE: 1 1/2" = 1'-0"



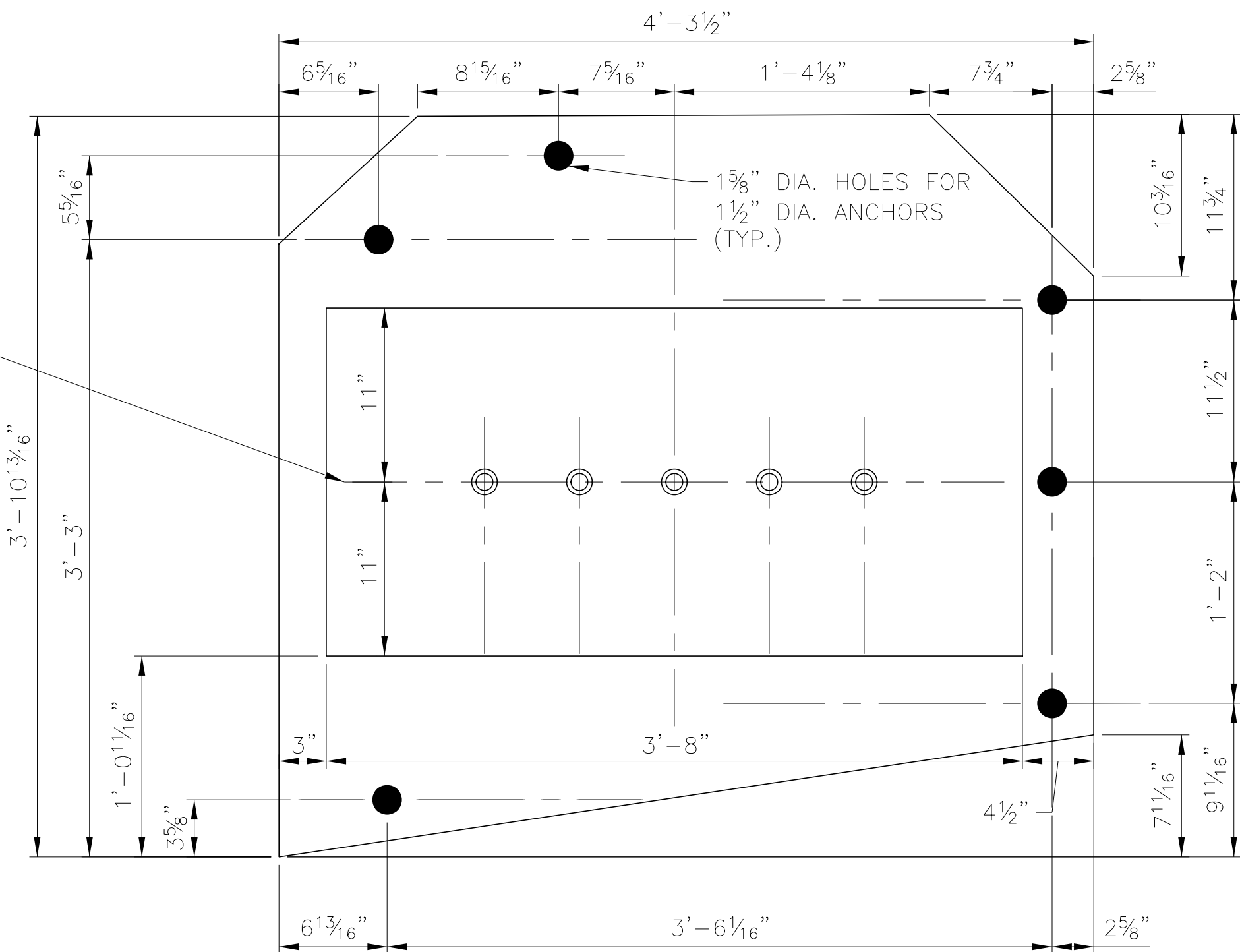
SECTION



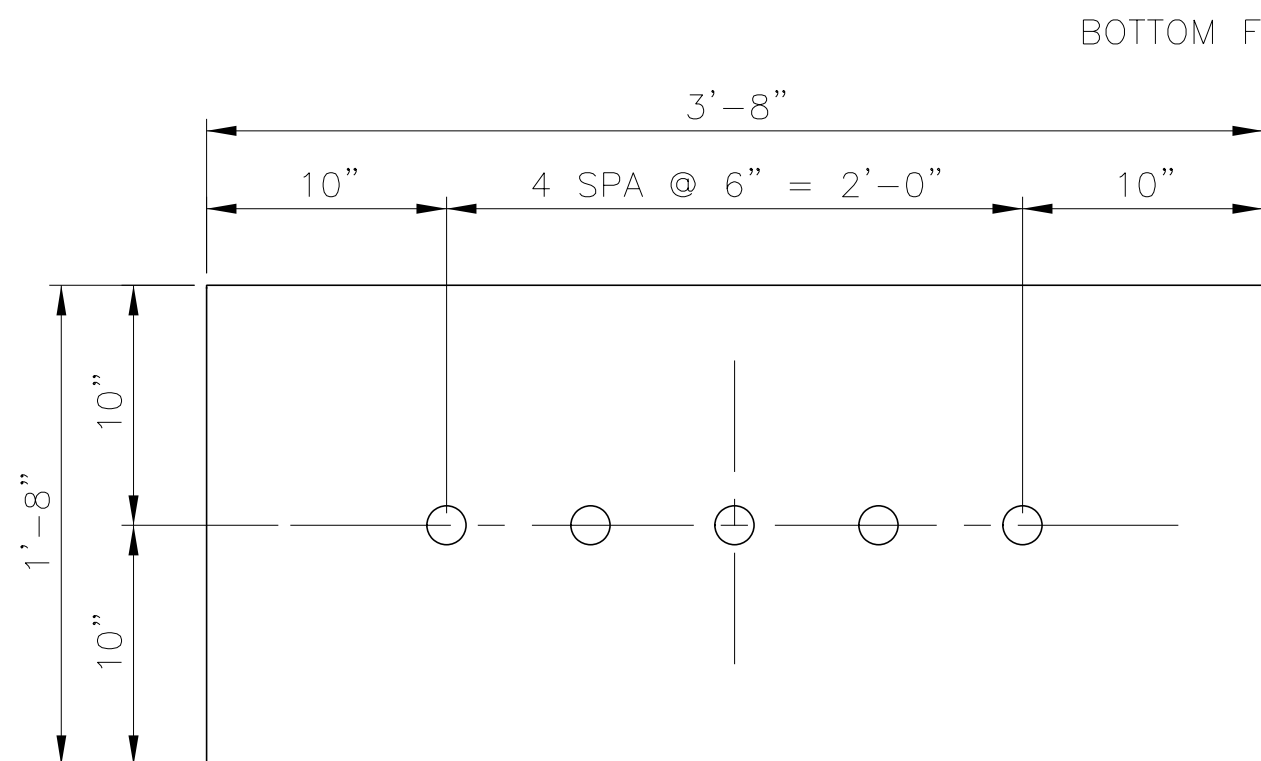
ELEVATION

KEEPER PLATE  
SCALE: 1 1/2" = 1'-0"

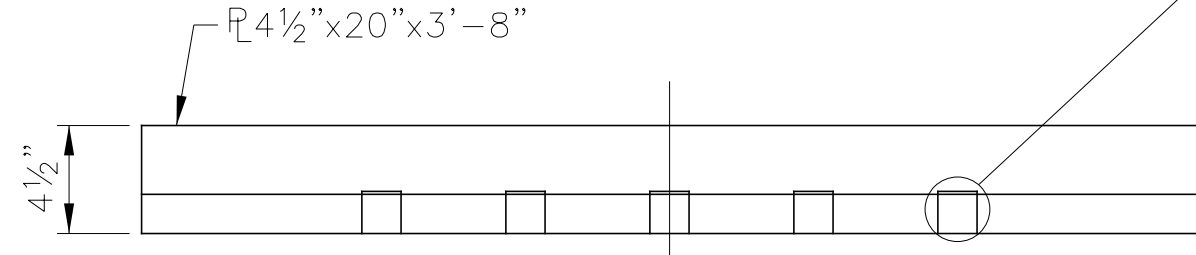
CL BEARING ASSEMBLY



FIXED BEARING MASONRY PLATE (FOR GIRDER 2 & 4)  
SCALE: 1 1/2" = 1'-0"



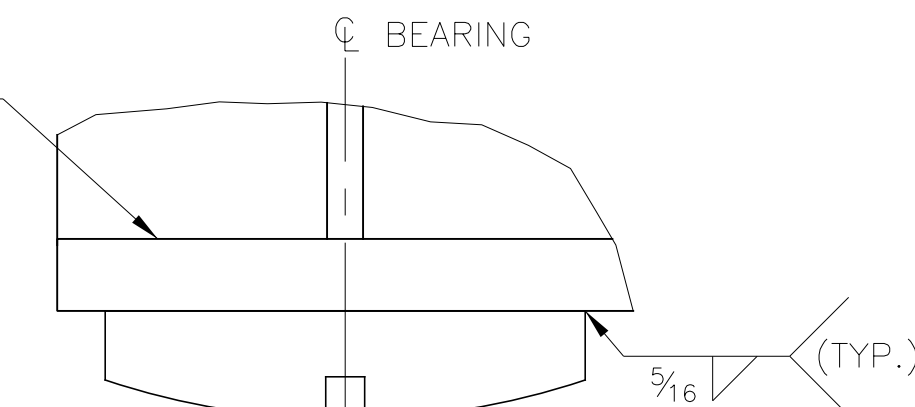
PLAN



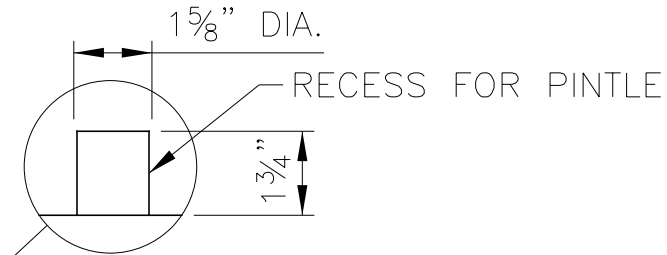
SECTION

ROCKER SOLE PLATE  
SCALE: 1 1/2" = 1'-0"

BOTTOM FLANGE



CONNECTION TO FLANGE



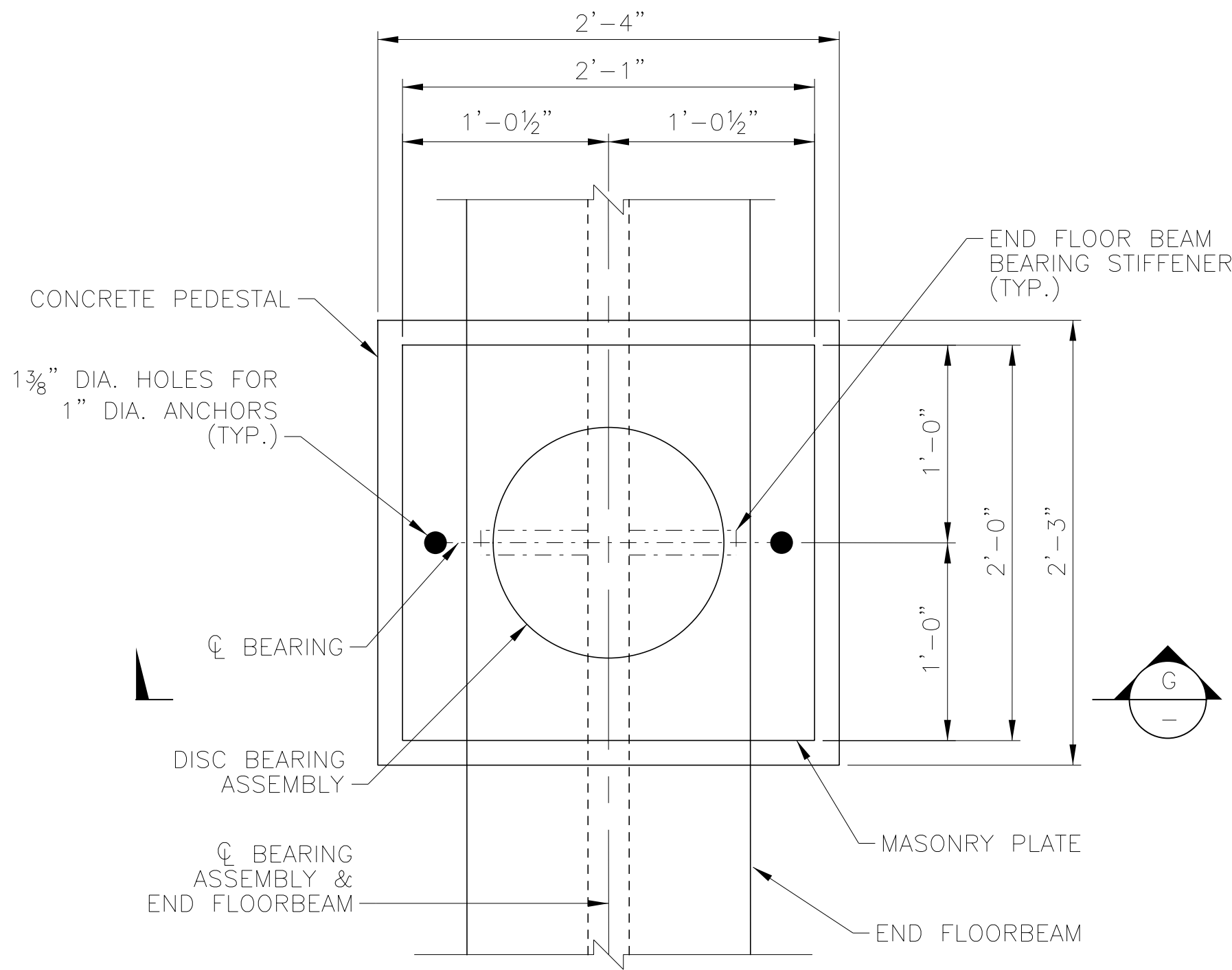
SIDE ELEVATION

NOTE

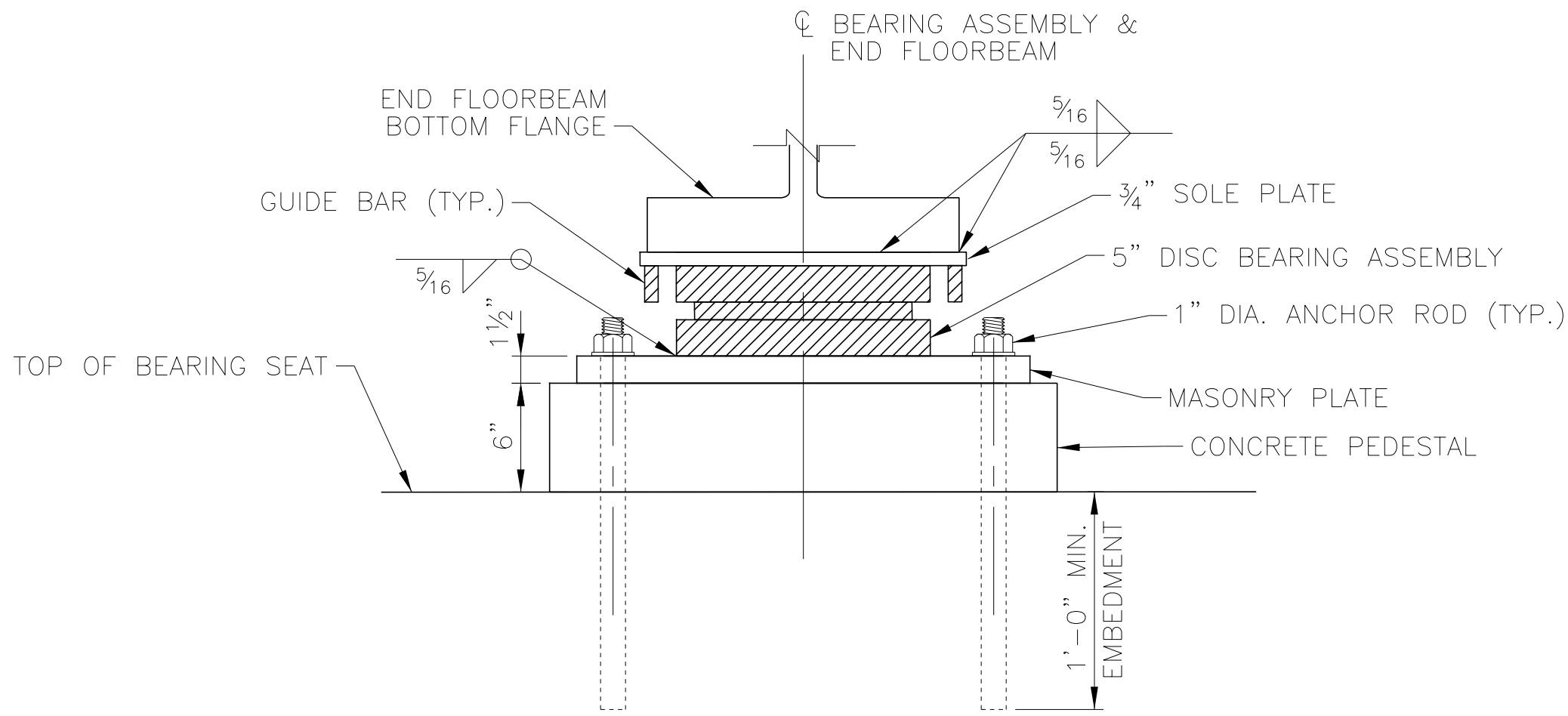
1. ALL SURFACES MARKED "F2" ARE TO BE MACHINED TO A MAXIMUM ROUGHNESS HEIGHT (ARITHMETIC AVERAGE) OF 250 MICROINCHES AFTER STRESS RELIEVING.

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING	
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CHAIRMAN, PLANNING COMMISSION	
DATE RECORDED	
INSTRUMENT NO. DEED BOOK NO. PAGE NO.	

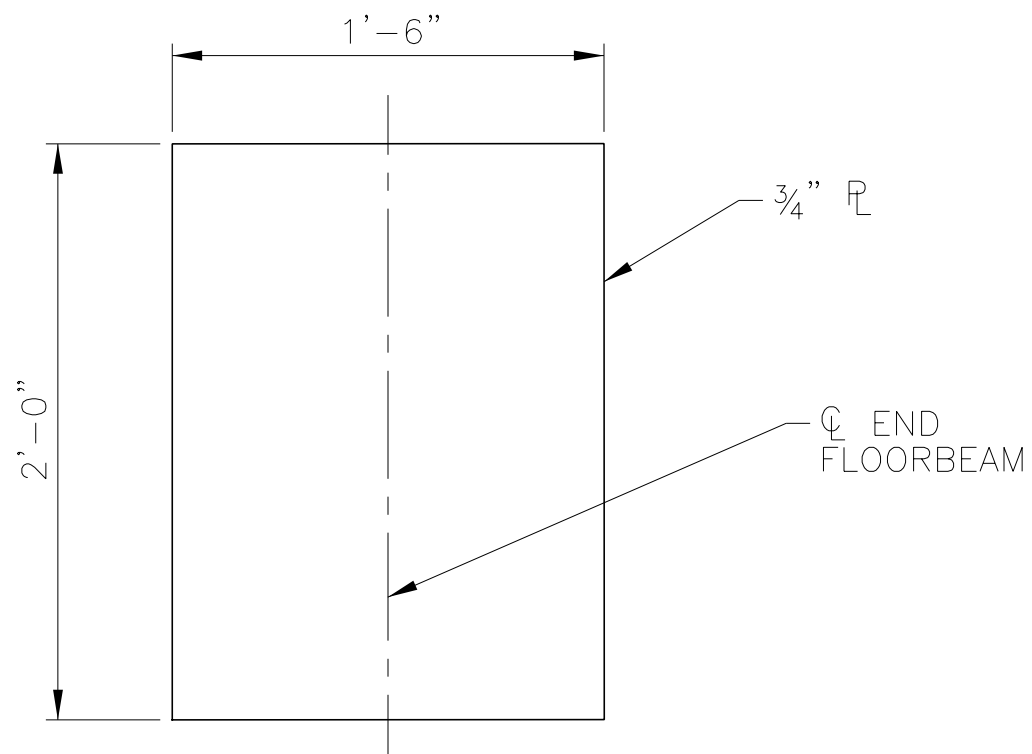
DATUM:  
(HZ) NAD 83  
(VT) NAVD 88



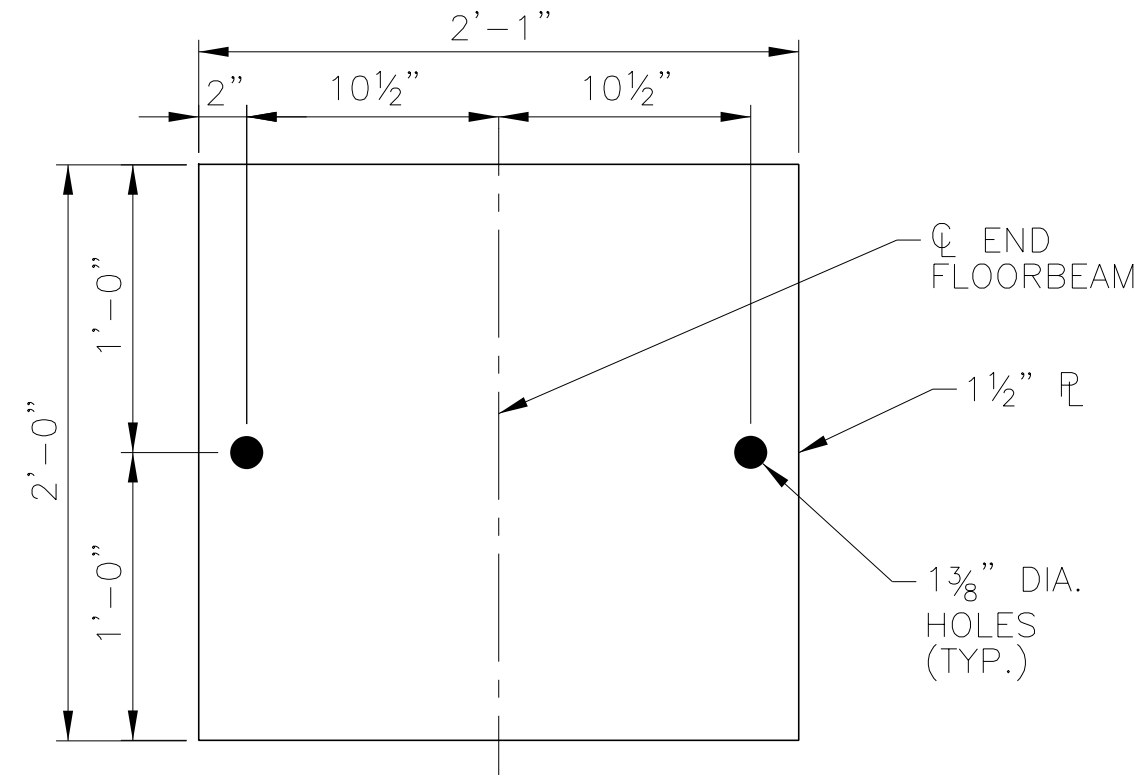
PLAN  
SCALE: 1 1/2" = 1'-0"



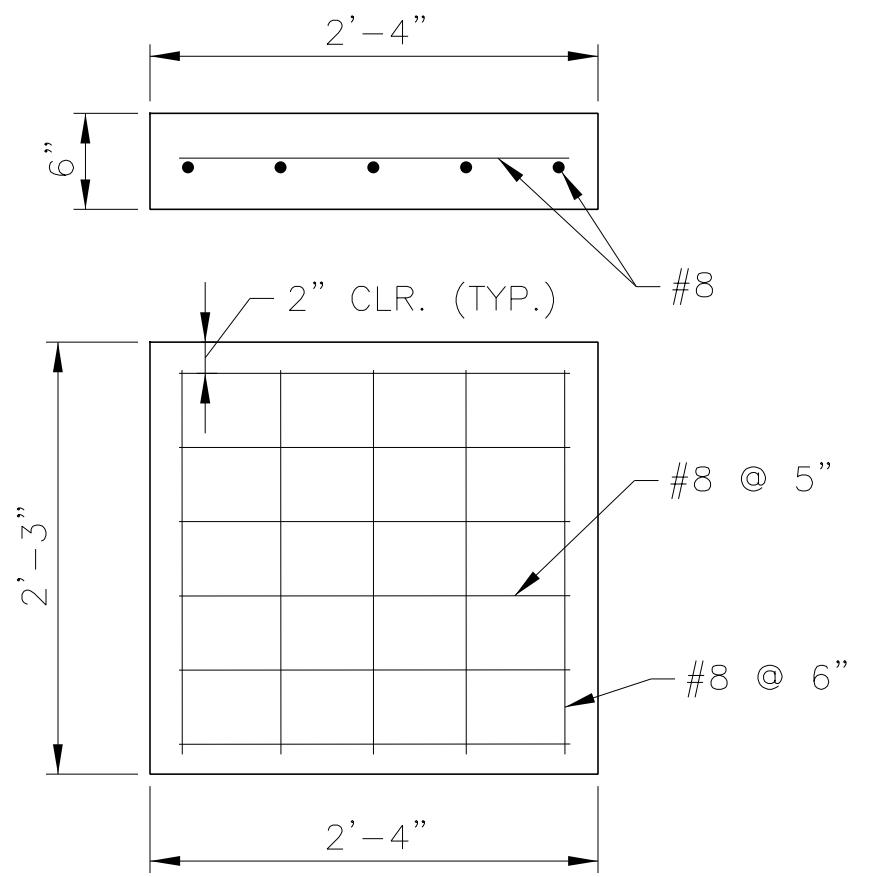
SECTION  
SCALE: 1 1/2" = 1'-0"



SOLE PLATE  
SCALE: 1 1/2" = 1'-0"



MASONRY PLATE  
SCALE: 1 1/2" = 1'-0"



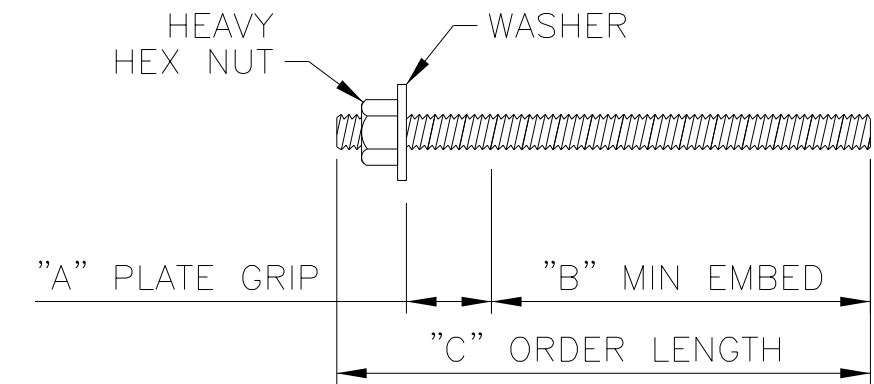
CONCRETE PEDESTAL  
SCALE: 1" = 1'-0"

BEARING LOCATION	DESCRIPTION	TYPE	QUANTITY	VERTICAL LOADS (KIPS)				BEARING HIEGHT	ANCHOR RODS	
				DL	LL	CENTRIFIGUAL	TOTAL		DIA.	RODS/BRG
BRIDGE 1	EFB-A	EXPANSION	4	58	206	0	264	5"	1"	2
BRIDGE 2	EFB-B	EXPANSION	4	70	255	0	325	5"	1"	2

NOTES:

- THE CONTRACTOR SHALL SUPPLY UNCONFINED URETHANE MULTI- ROTATIONAL STRUCTURAL BRIDGE BEARINGS CONFORMING TO THE REQUIREMENTS OF STANDARD SPECIFICATION SECTION 565, AREMA- CHAPTER 15 AND SUBJECT TO THE FOLLOWING CONDITIONS:
1. THE BEARING DEVICE SUPPLIED SHALL BE AN UNCONFINED URETHANE DISC CAPABLE OF TRANSMITTING THE LOADS AND MOVEMENT SHOWN ON THESE PLANS.
  2. THE DIMENSION "H" IN THE BEARING TABLE REPRESENTS THE PRELIMINARY TOTAL HEIGHT OF BEARING MECHANISM BETWEEN THE SOLE PLATE AND MASONRY PLATE. USE SHIM PLATES ACCORDINGLY AFTER "H" DIMENSION IS PROVIDED.
  3. ALL METAL COMPONENTS OF THE BEARING SYSTEM WHICH ARE LIABLE TO COME INTO CONTACT DURING TRANSLATION SHALL HAVE A TEFLON SLIDING SURFACE FINISH.
  4. ALL EXPANSION BEARINGS SHALL HAVE A MAXIMUM FRICTION COEFFICIENT OF 3%.
  5. MULTI- ROTATIONAL BEARINGS SHALL BE DESIGNED FOR A MINIMUM HORIZONTAL LOAD OF 10% OF VERTICAL LOAD AS PER AREMA CHAPTER 15, SECTION 5.7.3.2(B).
  6. ANCHOR RODS, WASHERS, WASHER PLATES, SOLE AND MASONRY PLATES, AND NUTS SHALL BE GALVANIZED.

THREADED ANCHOR ROD DIAGRAM



NO.	SIZE	A	B	C	LOCATION
16	1"	7 1/2"	1'-0"	1'-11 1/2"	BEARING ANCHOR RODS

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DEPARTMENT OF PLANNING & ZONING

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SITE PLAN NO. DSP 2019-0031

DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

DATE RECORDED \_\_\_\_\_

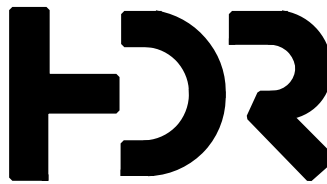
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DATUM:  
(HZ) NAD 83  
(VT) NAVD 88

King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 11 of 28

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ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS

KING ST END FLOORBEAM  
BEARING DETAILS

IFB NO:

XXX-XXX

DRAWING NO:

S2-510

SCALE:

AS SHOWN

SHEET NO:

182 OF 387

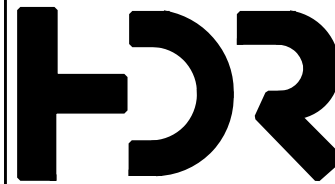


FILENAME: ...\\CFP-105-30-001.dgn DATE: 12/15/2024

King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 12 of 28

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G	10/17/2024	90% CONFORMED DESIGN PACKAGE	NME
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			JR
			DATE:
			12/23/2024



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ALEXANDRIA STATION AND  
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KING ST DECK PLATE PLAN  
1 OF 2

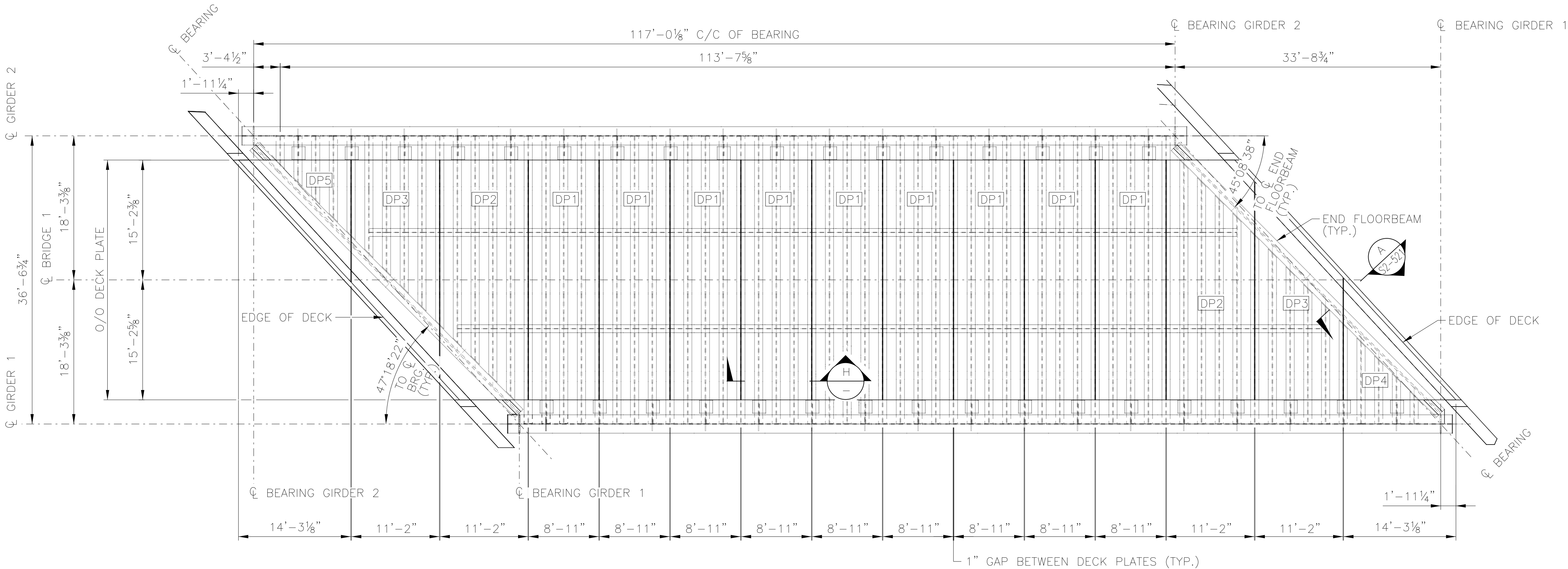
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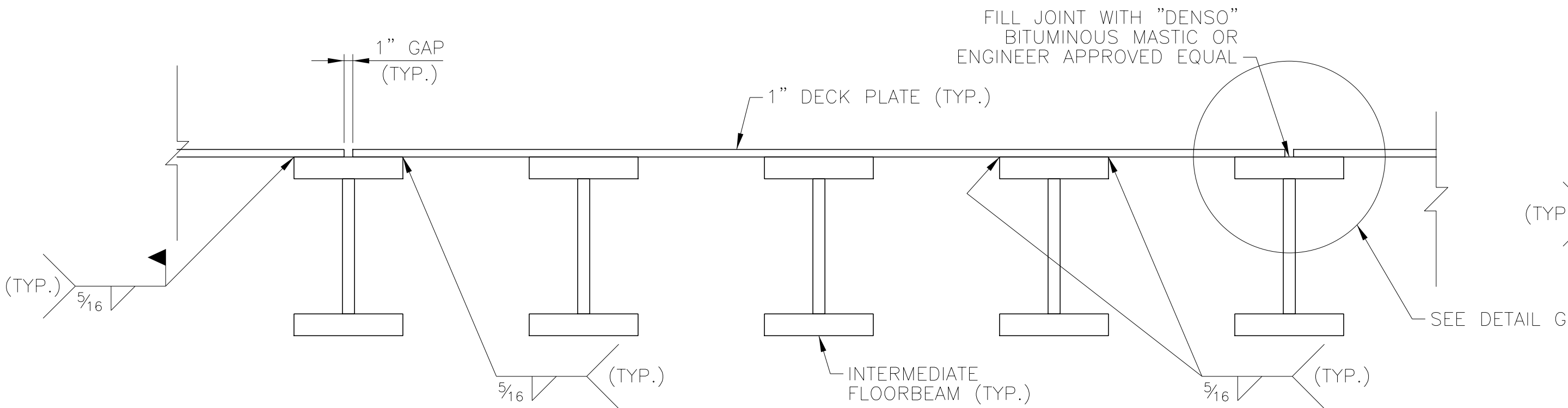
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SHEET NO: 183 OF 387

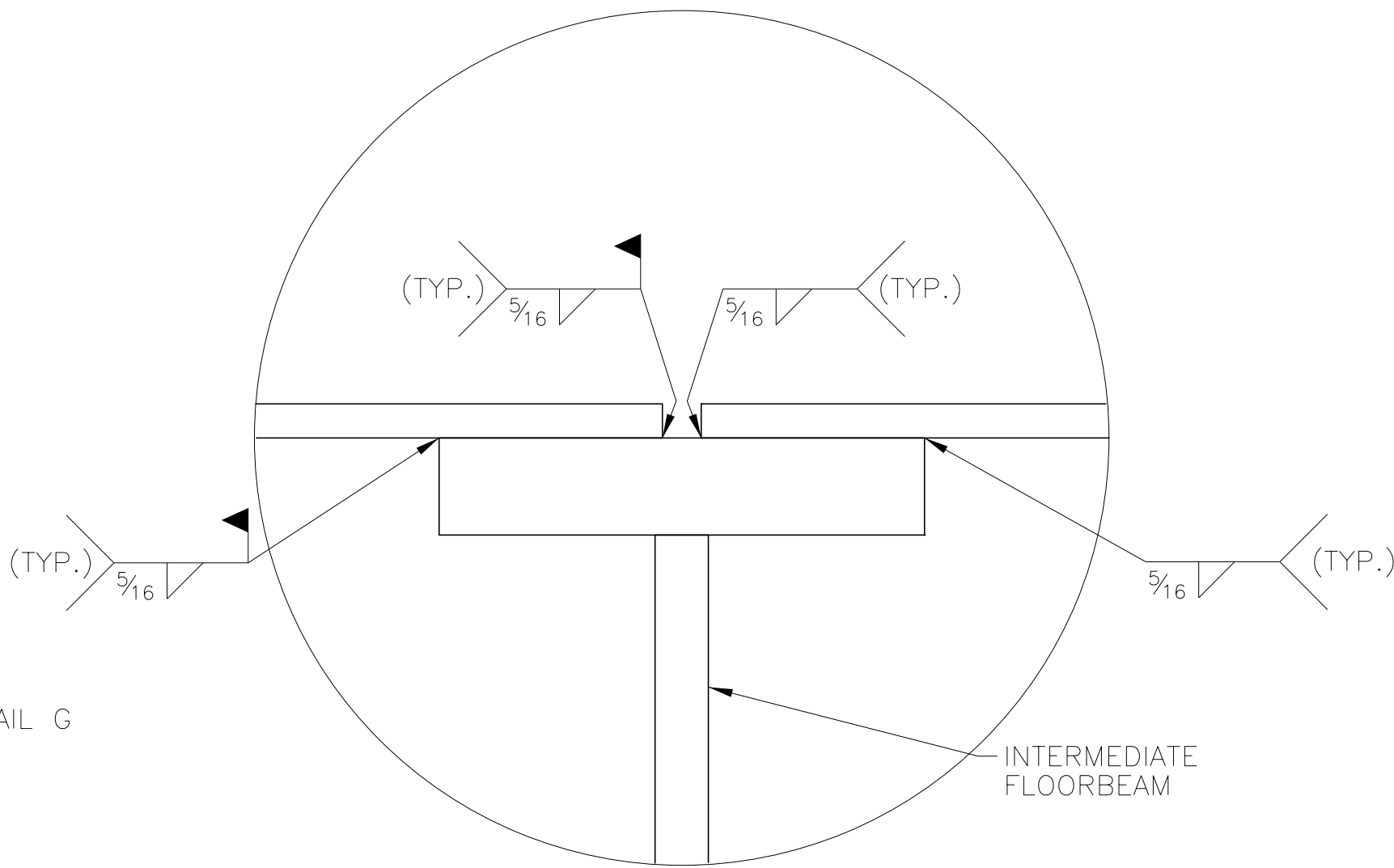
APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING	
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DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES	
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CHAIRMAN, PLANNING COMMISSION	
DATE RECORDED	
DATUM: (HZ) NAD 83 (VT) NAVD 88	INSTRUMENT NO. DEED BOOK NO. PAGE NO.



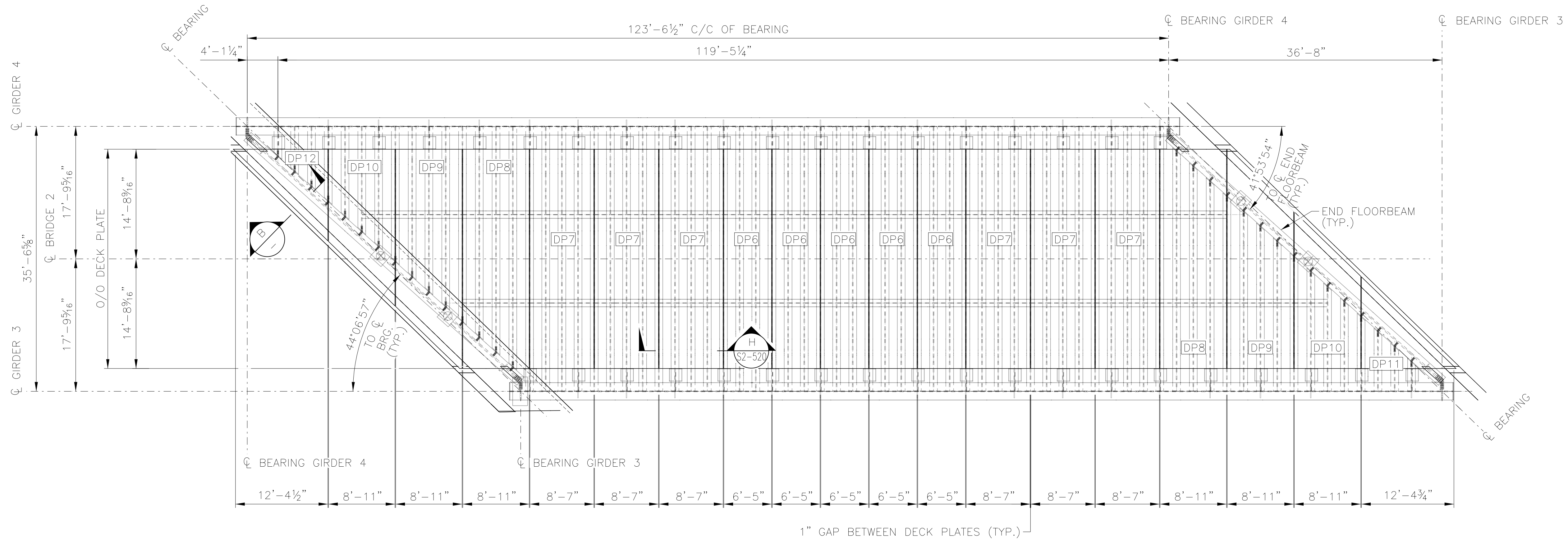
DECK PLATE PLAN — BRIDGE 1  
SCALE: 1/8" = 1'-0"



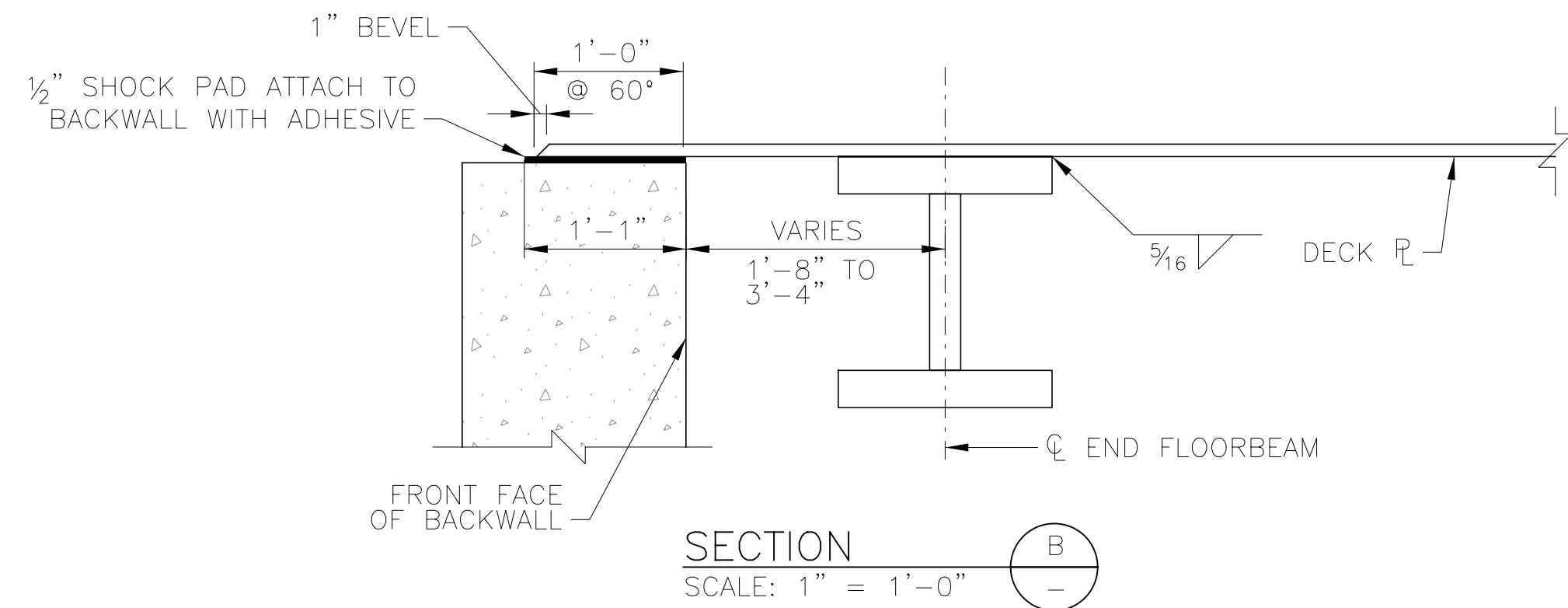
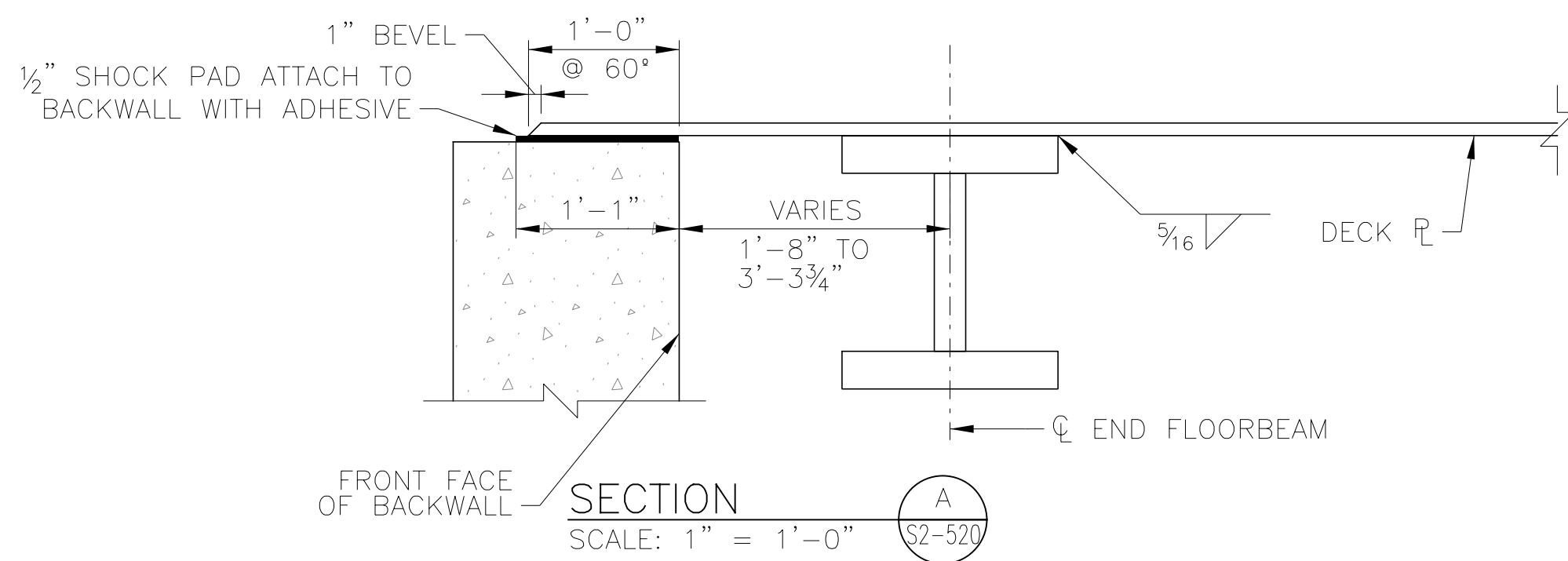
SECTION  
SCALE: 1" = 1'-0"



DETAIL G  
SCALE: 3" = 1'-0"



DECK PLATE PLAN — BRIDGE 2  
SCALE: 1/8" = 1'-0"



**King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 13 of 28**

100% DESIGN SUBMISSION  
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REV.NO.	DATE	DESCRIPTION	DESIGNED BY:
E	01/12/2024	90% REVISED PLAN SUBMISSION	RCV
F	08/16/2024	90% UNIFIED PLAN SUBMISSION	DRAWN BY:
G	10/17/2024	90% CONFORMED DESIGN PACKAGE	NME
H	12/23/2024	100% DESIGN PACKAGE	CHECKED BY:
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			DATE:
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ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS

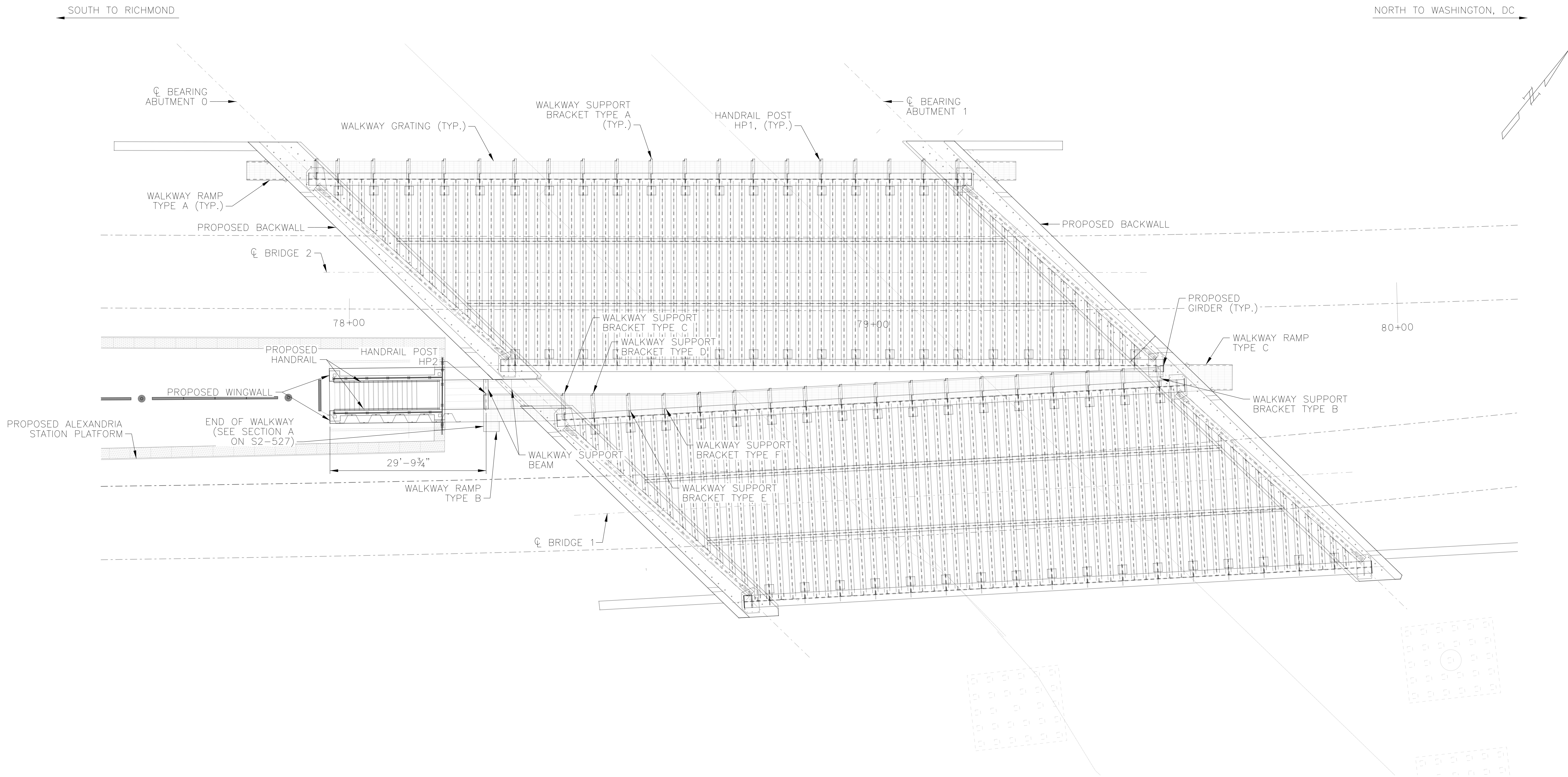
KING ST DECK PLATE PLAN  
2 OF 2

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING
DIRECTOR _____ DATE _____ DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES SITE PLAN NO. <u>DSP 2019-0031</u>
DIRECTOR _____ DATE _____
CHAIRMAN, PLANNING COMMISSION _____ DATE _____
DATE RECORDED _____
DATUM: (HZ) NAD 83 (VT) NAVD 88
INSTRUMENT NO. _____ DEED BOOK NO. _____ PAGE NO. _____

IFB NO:	XXX-XXX
DRAWING NO:	S2-521
SCALE:	AS SHOWN
SHEET NO:	184 OF 387



FILENAME: ...\\CFP-105-30-SD02.dgn DATE: 12/15/2024



PLAN  
SCALE: 1" = 10'-0"

King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 14 of 28

100% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

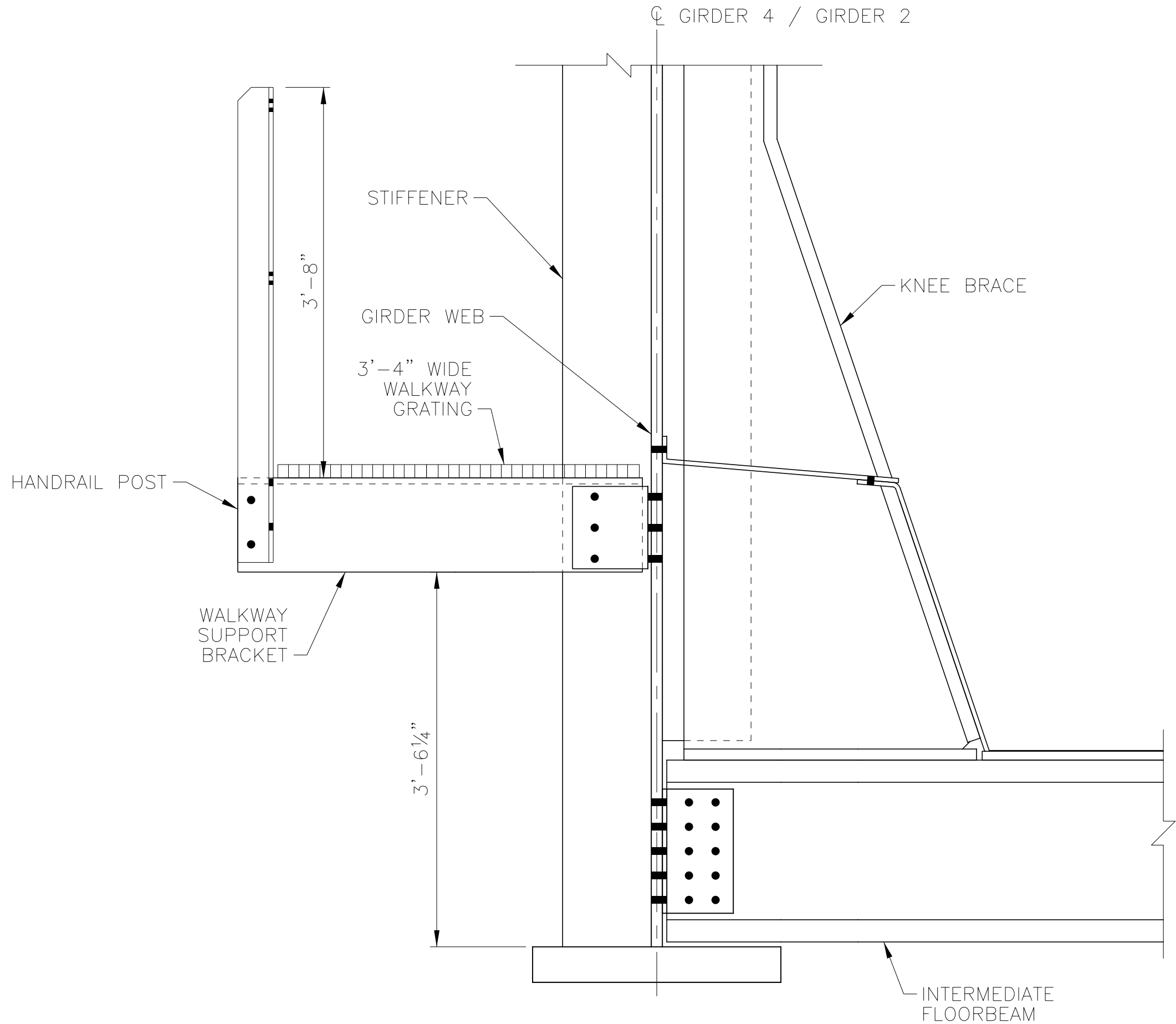
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			JR
			DATE:
			12/23/2024



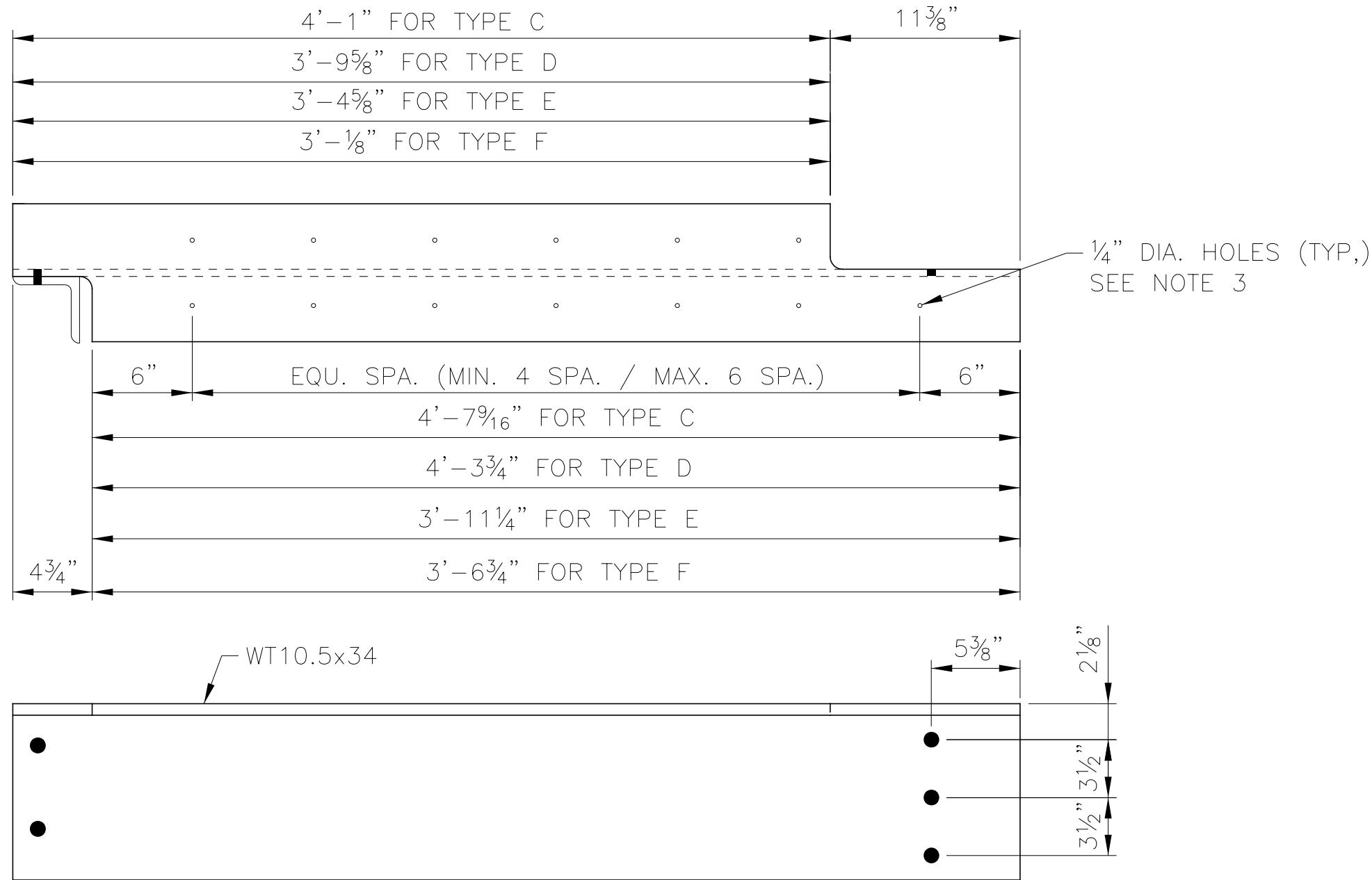
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	SHEET NO:	185 OF 387

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING	
DIRECTOR	DATE
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES	
SITE PLAN NO. DSP 2019-0031	
DIRECTOR	DATE
CHAIRMAN, PLANNING COMMISSION	
DATE RECORDED	
DATUM: (HZ) NAD 83 (VT) NAVD 88	INSTRUMENT NO. DEED BOOK NO. PAGE NO.

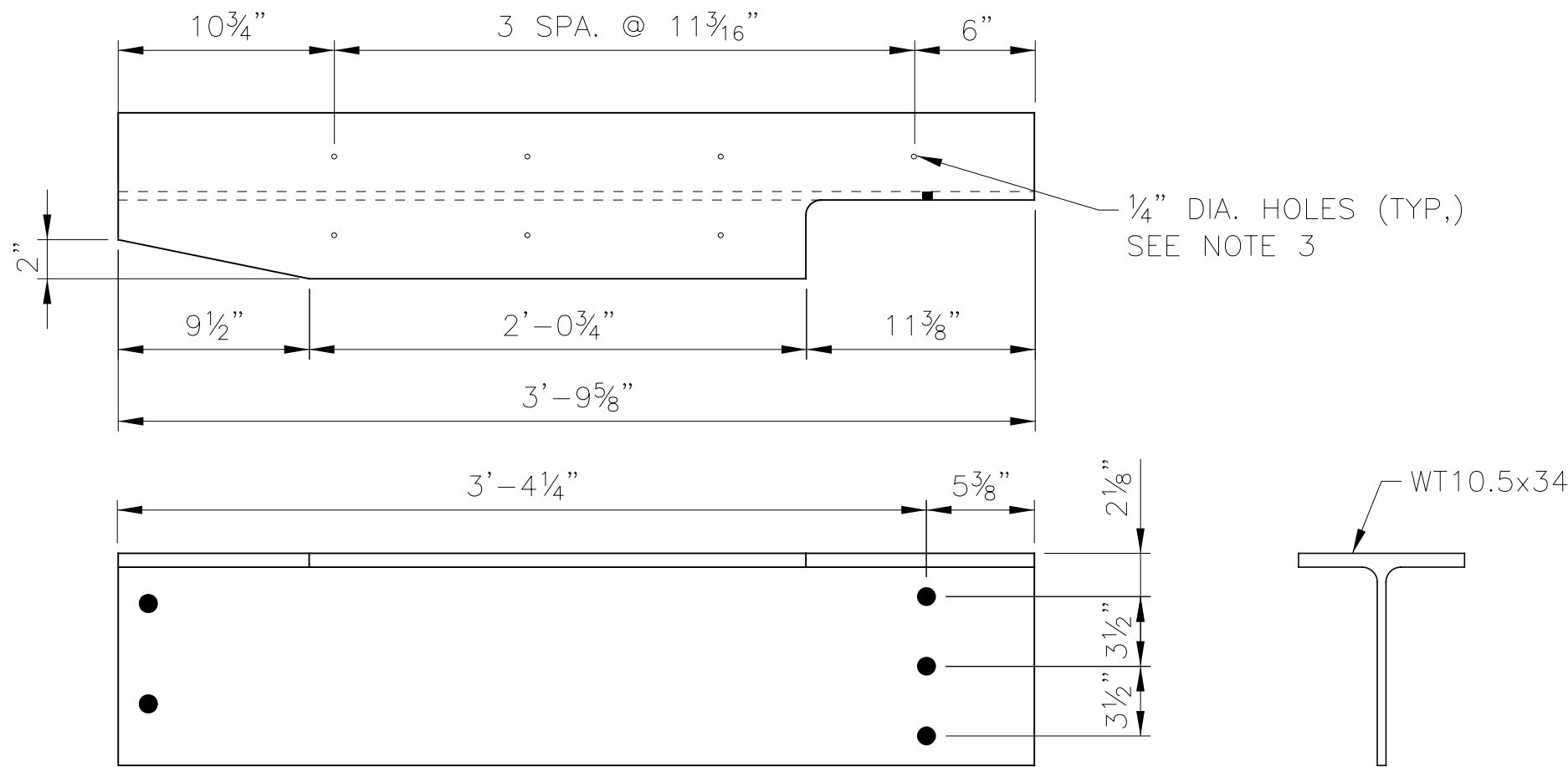
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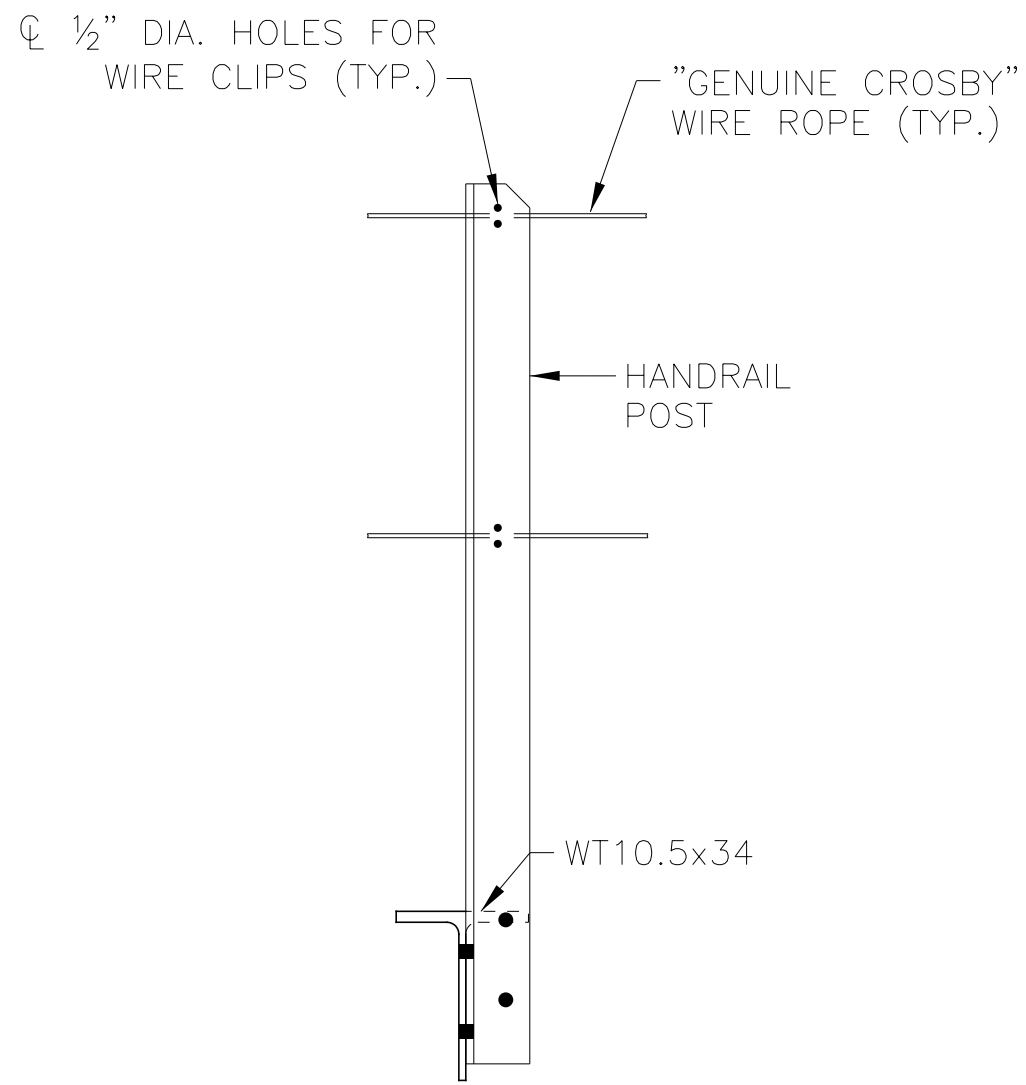
WALKWAY ASSEMBLY  
SCALE: 1" = 1'-0"



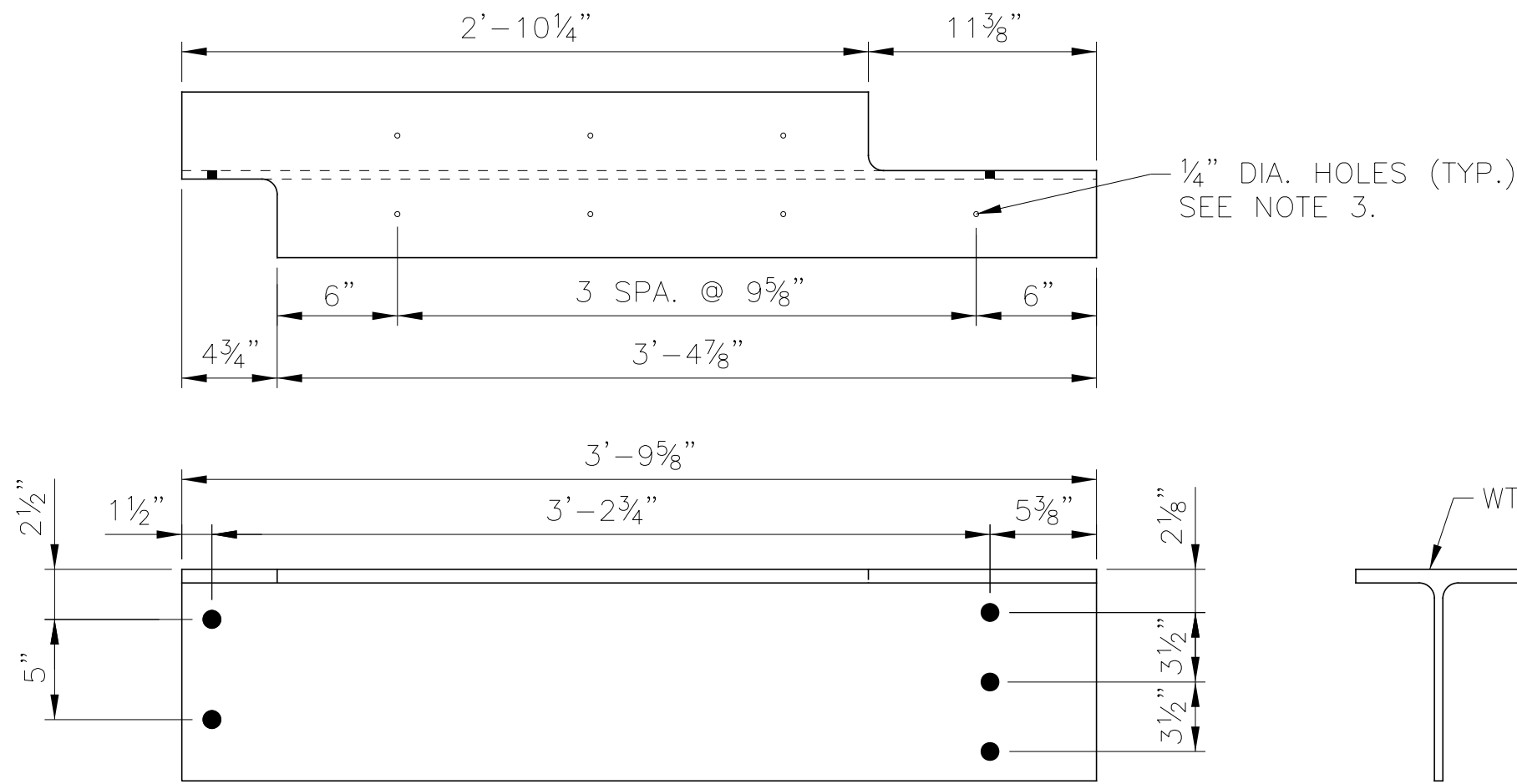
WALKWAY SUPPORT BRACKET TYPE C, D E & F  
SCALE: 1" = 1'-0"



WALKWAY SUPPORT BRACKET TYPE B  
SCALE: 1" = 1'-0"



HANDRAIL WELD DETAIL  
SCALE: 1" = 1'-0"



WALKWAY SUPPORT BRACKET TYPE A  
SCALE: 1 1/2" = 1'-0"

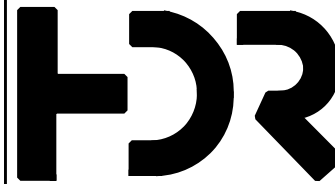
NOTES

1. NOTCH WALKWAY GRATING AROUND STIFFENERS AND END COVER PLATE
2. WALKWAY GRATING SHALL BE RECTANGULAR WELDED GRATING MADE OF ASTM A1011 STEEL, HOT-DIPPED GALVANIZED AFTER FABRICATION. BEARING BARS TO BE 1 1/2"x3/16" AT 1 3/16" CENTERS AND TWISTED SQUARE BARS AT 4" CENTERS.
3. CONNECT GRATING TO WALKWAY BRACKETS USING AMICO TYPE H-3 SADDLE CLIPS OR APPROVED EQUAL.

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING		
DIRECTOR _____	DATE _____	
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES		
SITE PLAN NO. <u>DSP 2019-0031</u>		
DIRECTOR _____	DATE _____	
CHAIRMAN, PLANNING COMMISSION _____ DATE _____		
DATE RECORDED _____		
DATUM: (HZ) NAD 83 (VT) NAVD 88	INSTRUMENT NO. _____	DEED BOOK NO. _____ PAGE NO. _____

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ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS

KING ST WALKWAY AND  
HANDRAIL DETAILS - 1 OF 3

IFB NO:

XXX-XXX

DRAWING NO:

S2-526

SCALE:

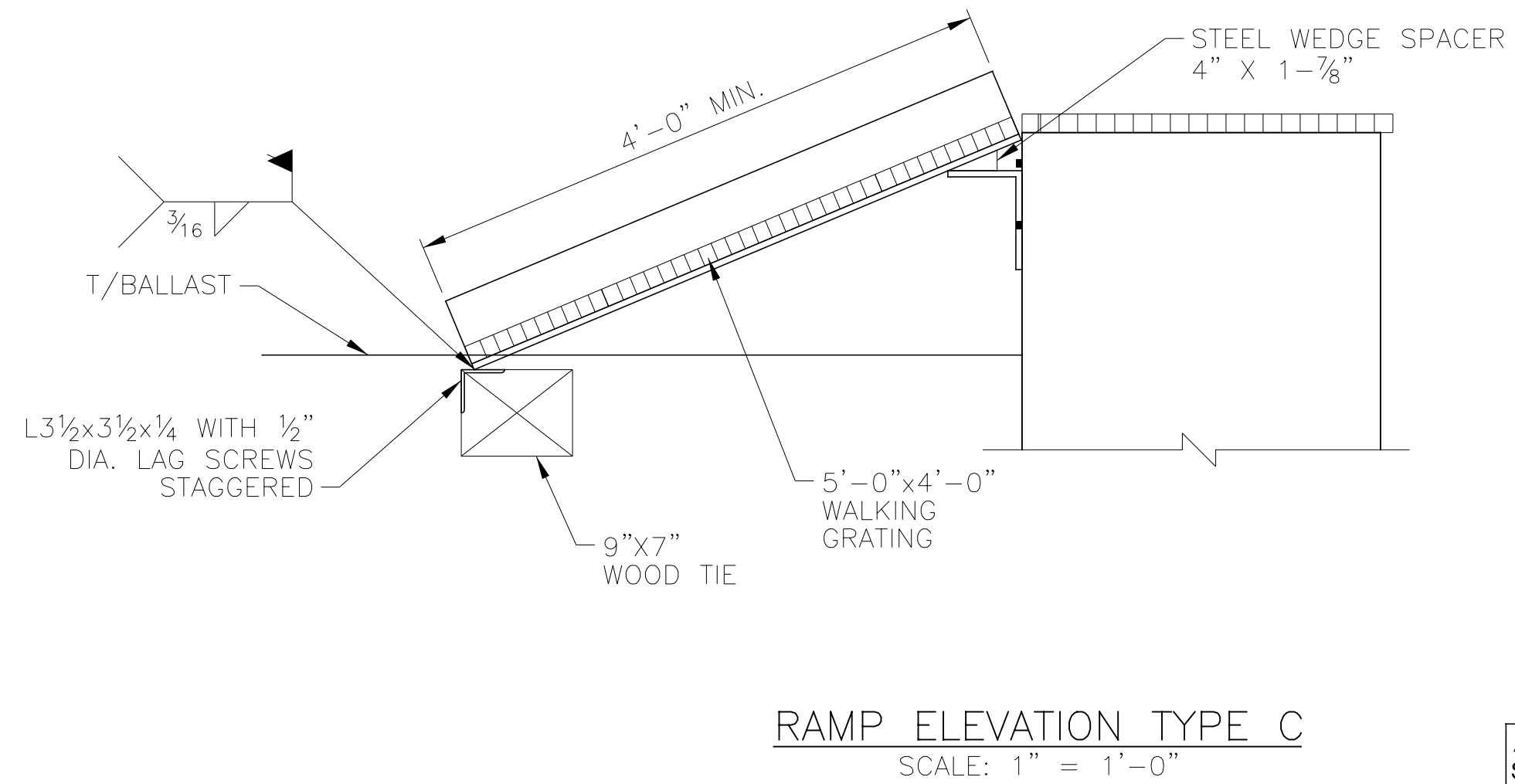
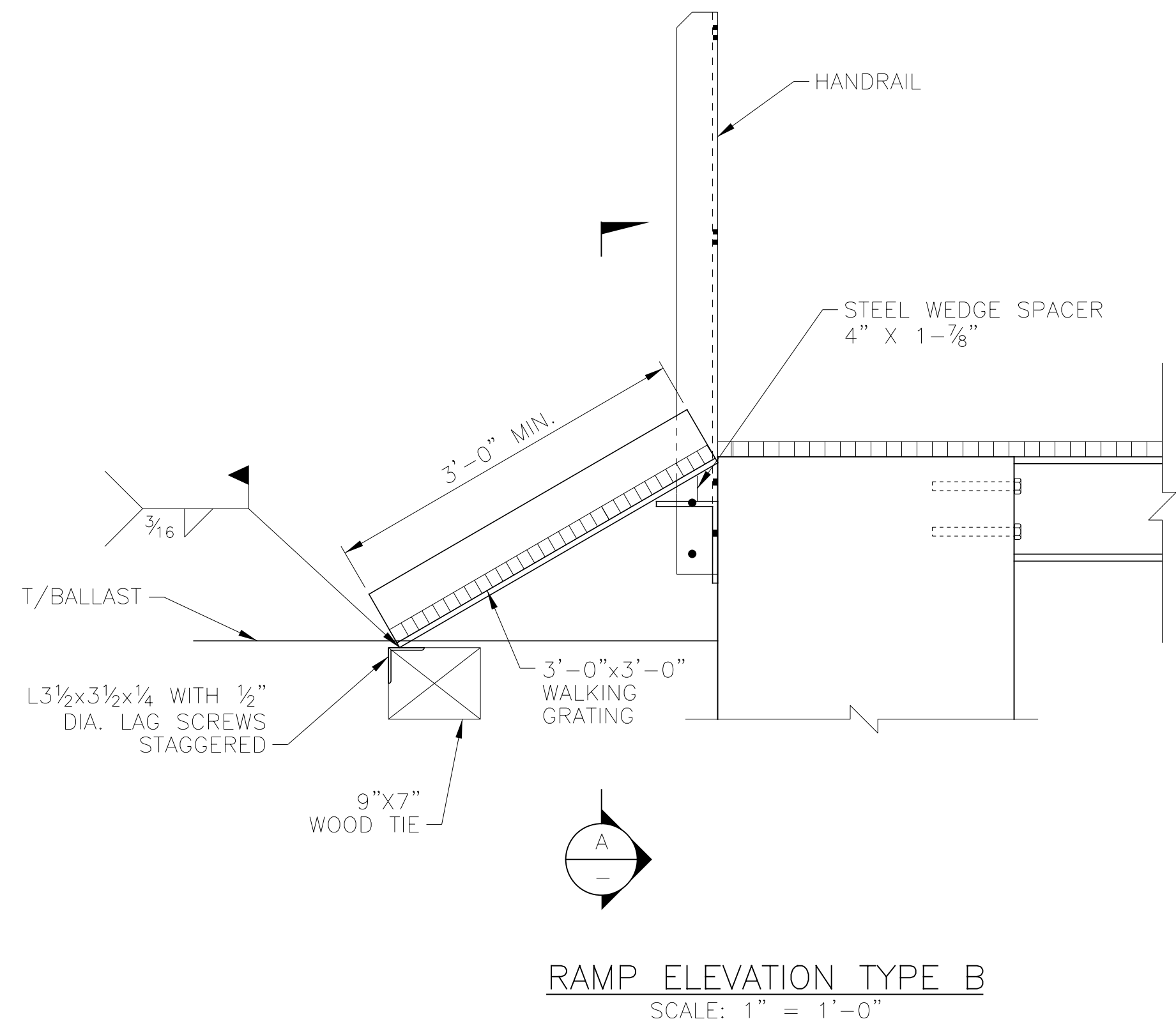
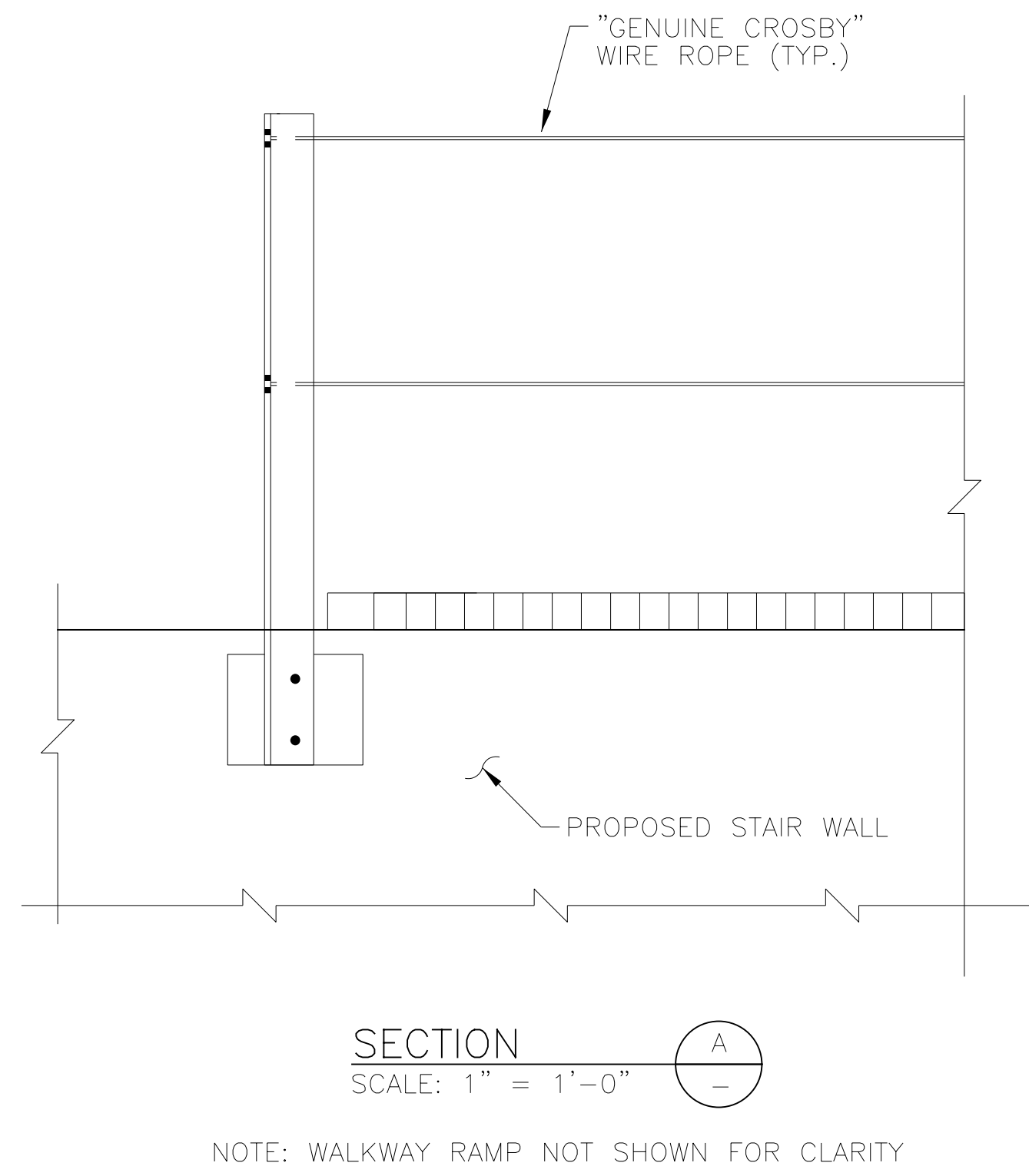
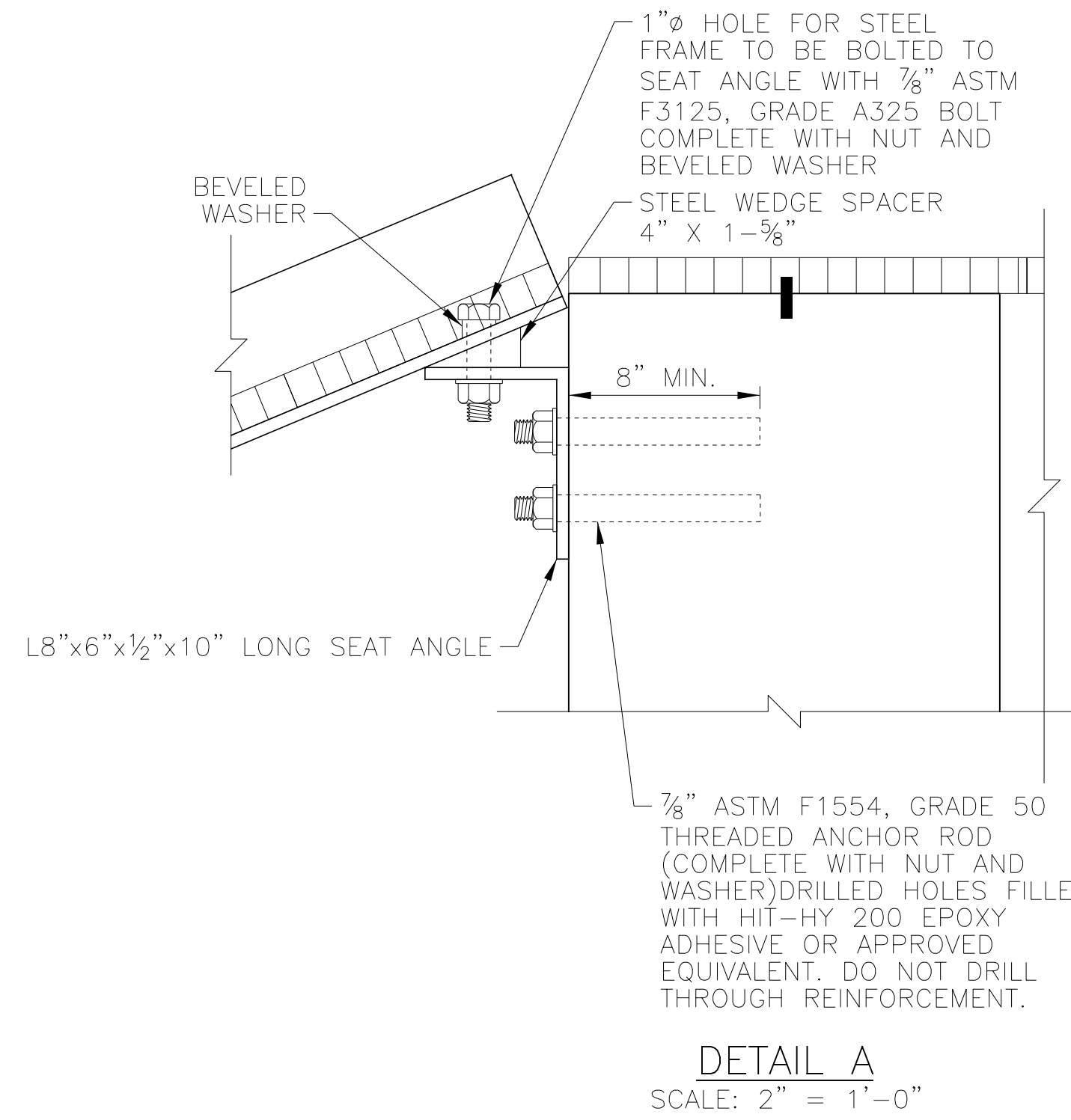
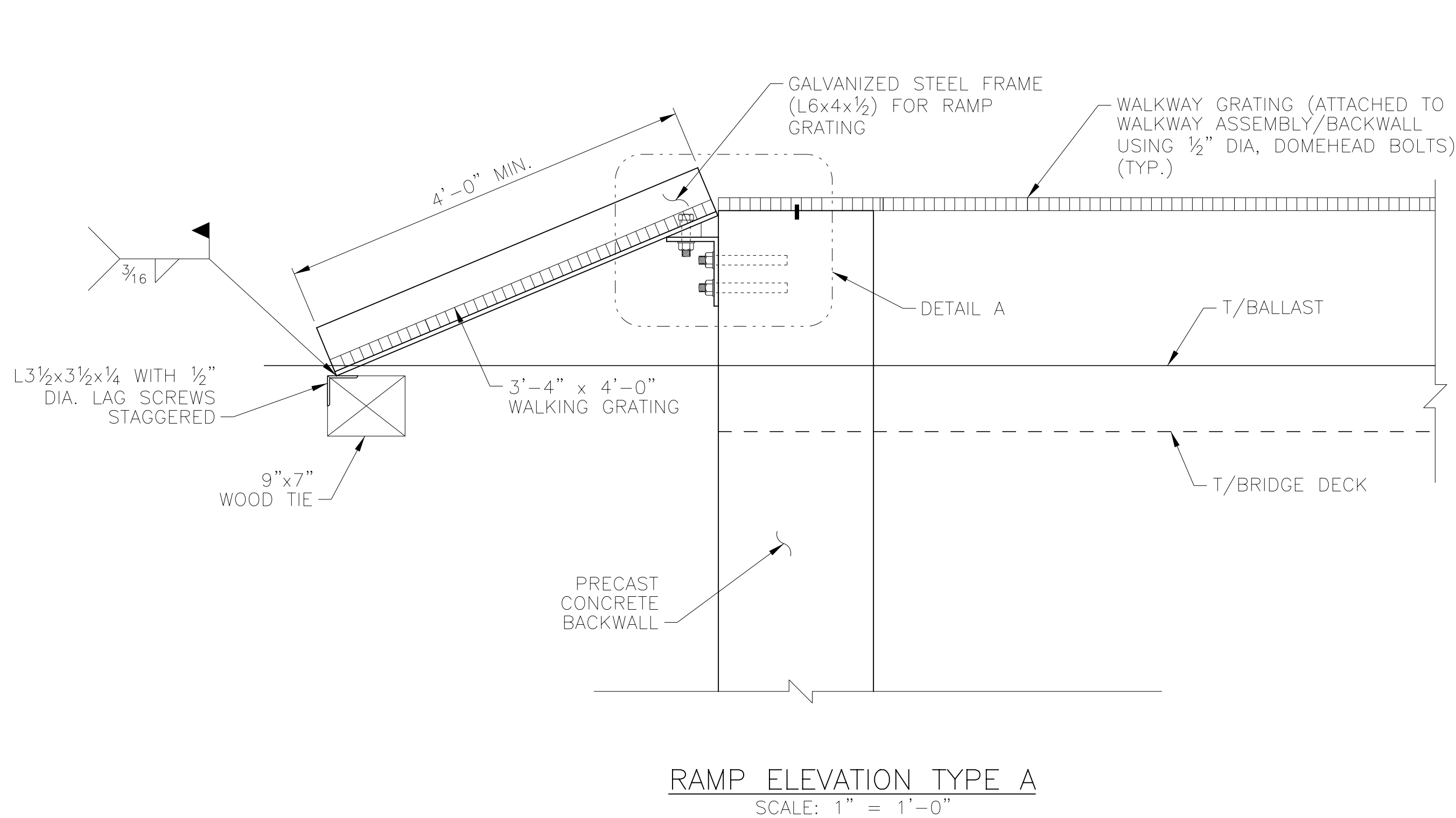
AS SHOWN

SHEET NO:

186 OF 387



DATE: 12/15/2024  
FILENAME: ...\\CFP-105-30-SD04.dgn



King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 16 of 28

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING		
DIRECTOR	DATE	
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES		
SITE PLAN NO. DSP 2019-0031		
DIRECTOR	DATE	
CHAIRMAN, PLANNING COMMISSION		
DATE RECORDED		
DATUM: (HZ) NAD 83 (VT) NAVD 88	INSTRUMENT NO.	DEED BOOK NO. PAGE NO.

100% DESIGN SUBMISSION  
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REV.NO.	DATE	DESCRIPTION	DESIGNED BY:
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			JR
			DATE:
			12/23/2024



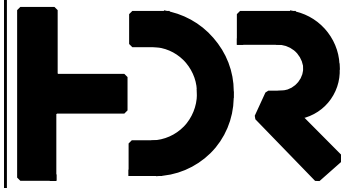
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	DRAWING NO:	S2-527
	SCALE:	AS SHOWN
	SHEET NO:	187 OF 387
KING ST WALKWAY AND HANDRAIL DETAILS - 2 OF 3		

FILENAME: ...\\CFP-105-30-SD06.dgn DATE: 12/15/2024

King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 17 of 28

100% DESIGN SUBMISSION  
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REV.NO.	DATE	DESCRIPTION	DESIGNED BY:
E	01/12/2024	90% REVISED PLAN SUBMISSION	RDk
F	08/16/2024	90% UNIFIED PLAN SUBMISSION	DRAWN BY:
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H	12/23/2024	100% DESIGN PACKAGE	CHECKED BY:
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			12/23/2024



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ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS

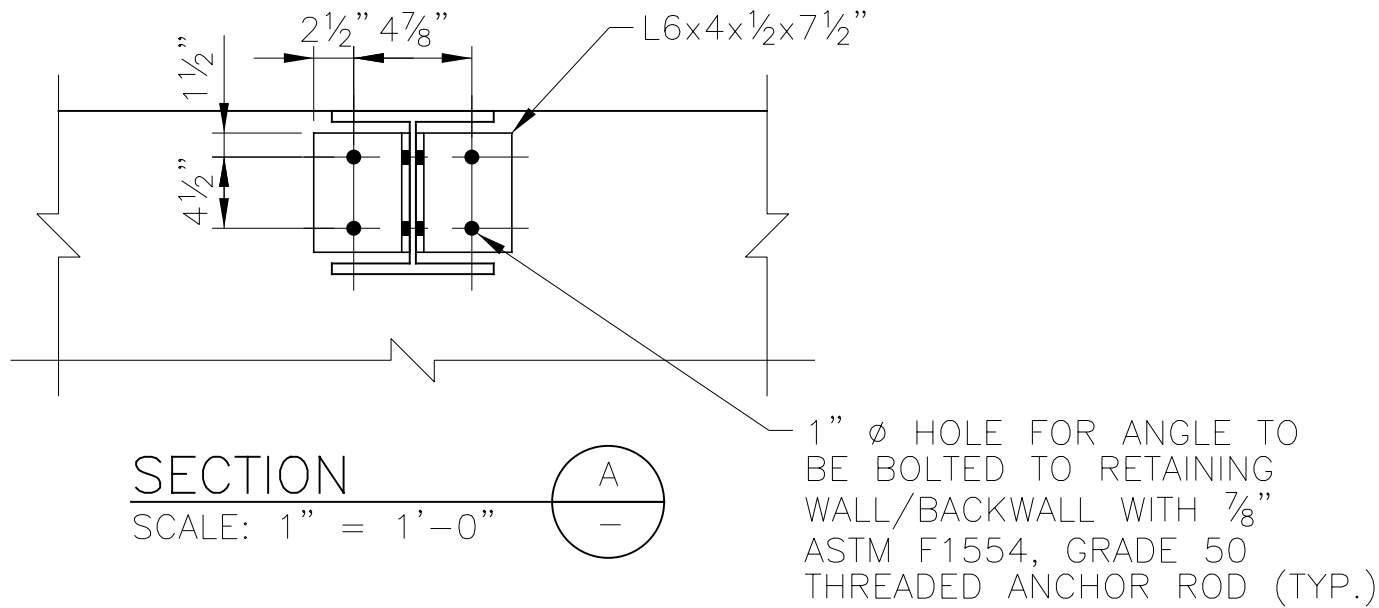
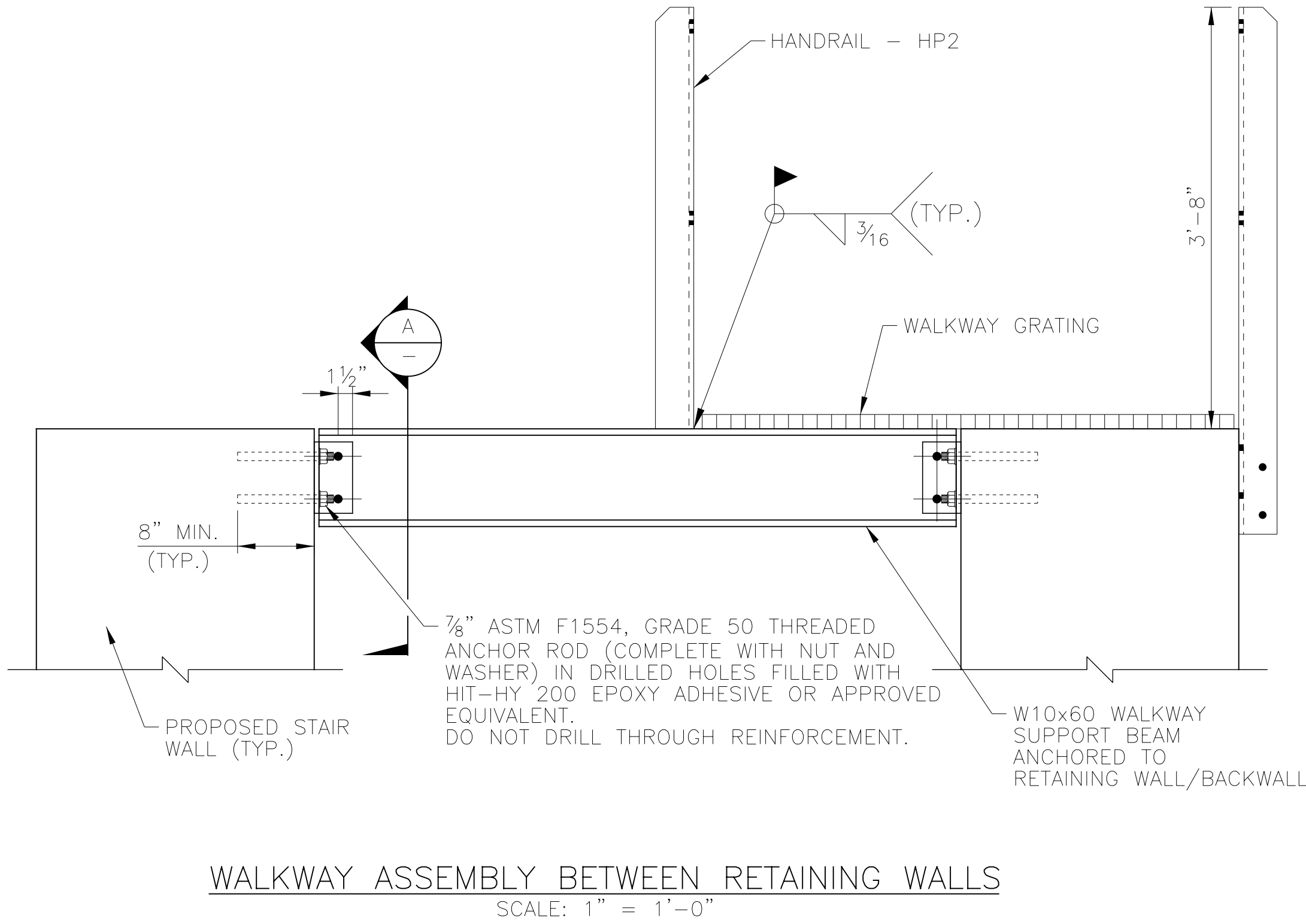
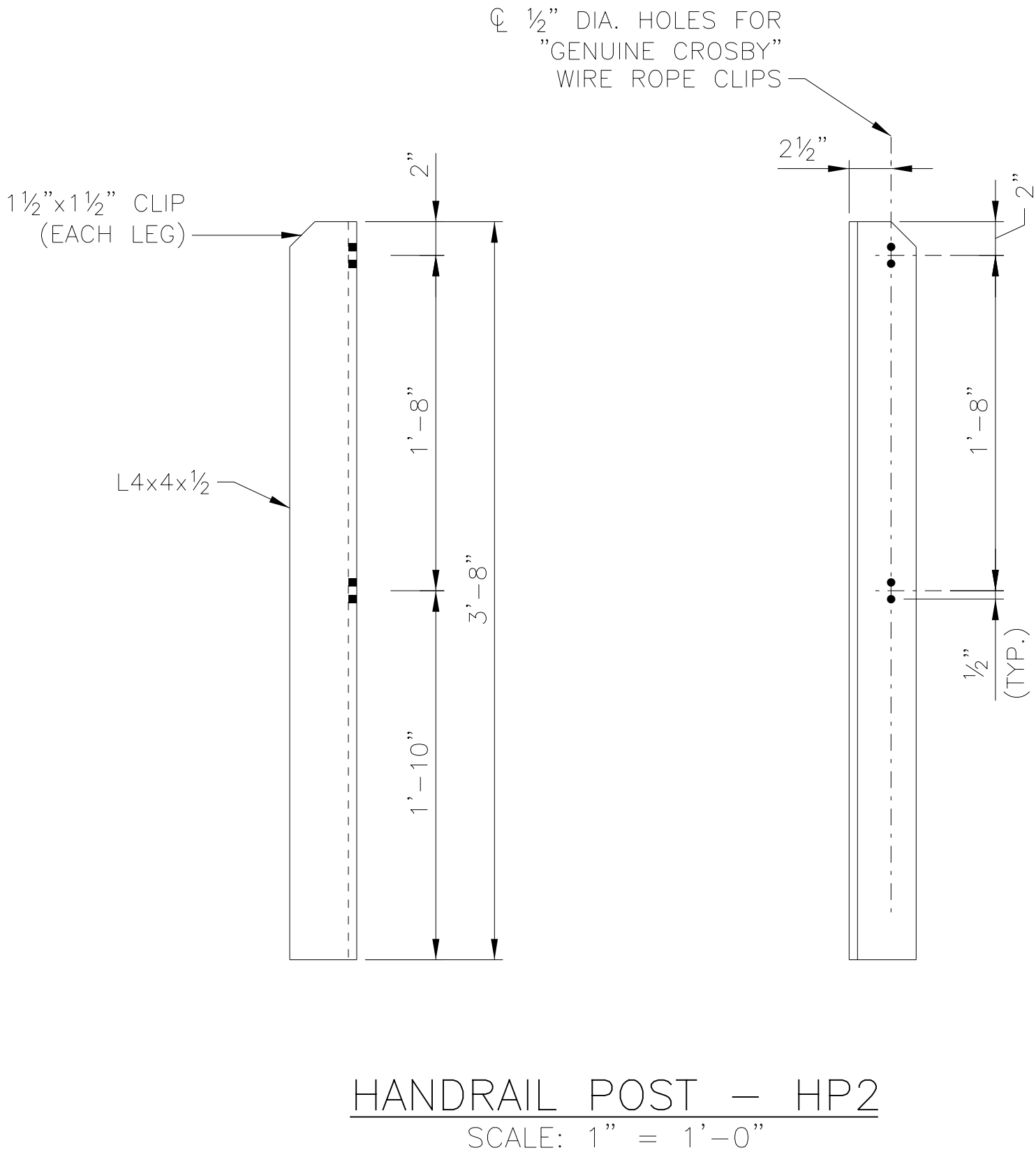
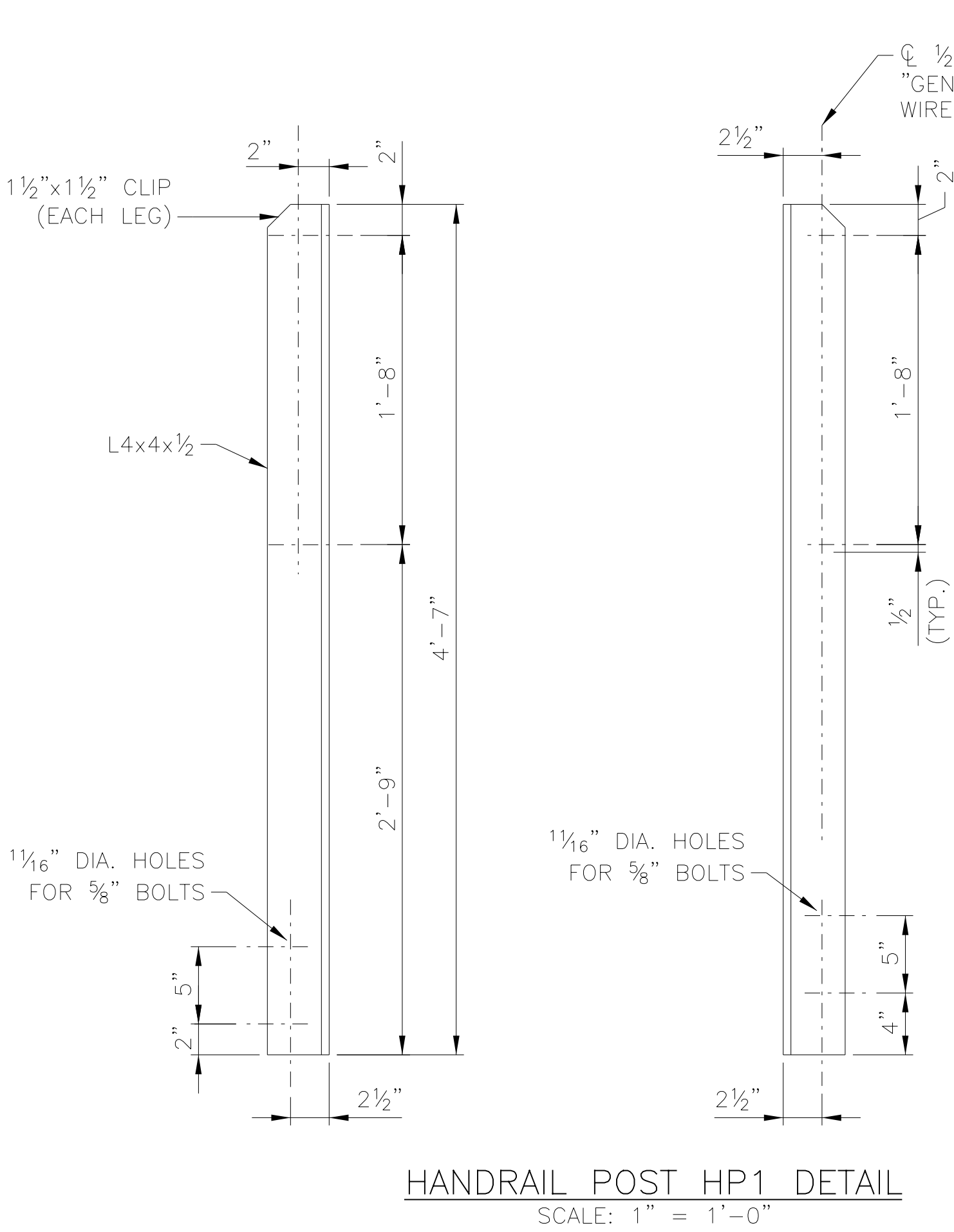
KING ST WALKWAY AND  
HANDRAIL DETAILS - 3 OF 3

IFB NO:  
XXX-XXX

DRAWING NO:  
S2-528

SCALE:  
AS SHOWN

SHEET NO:  
188 OF 387



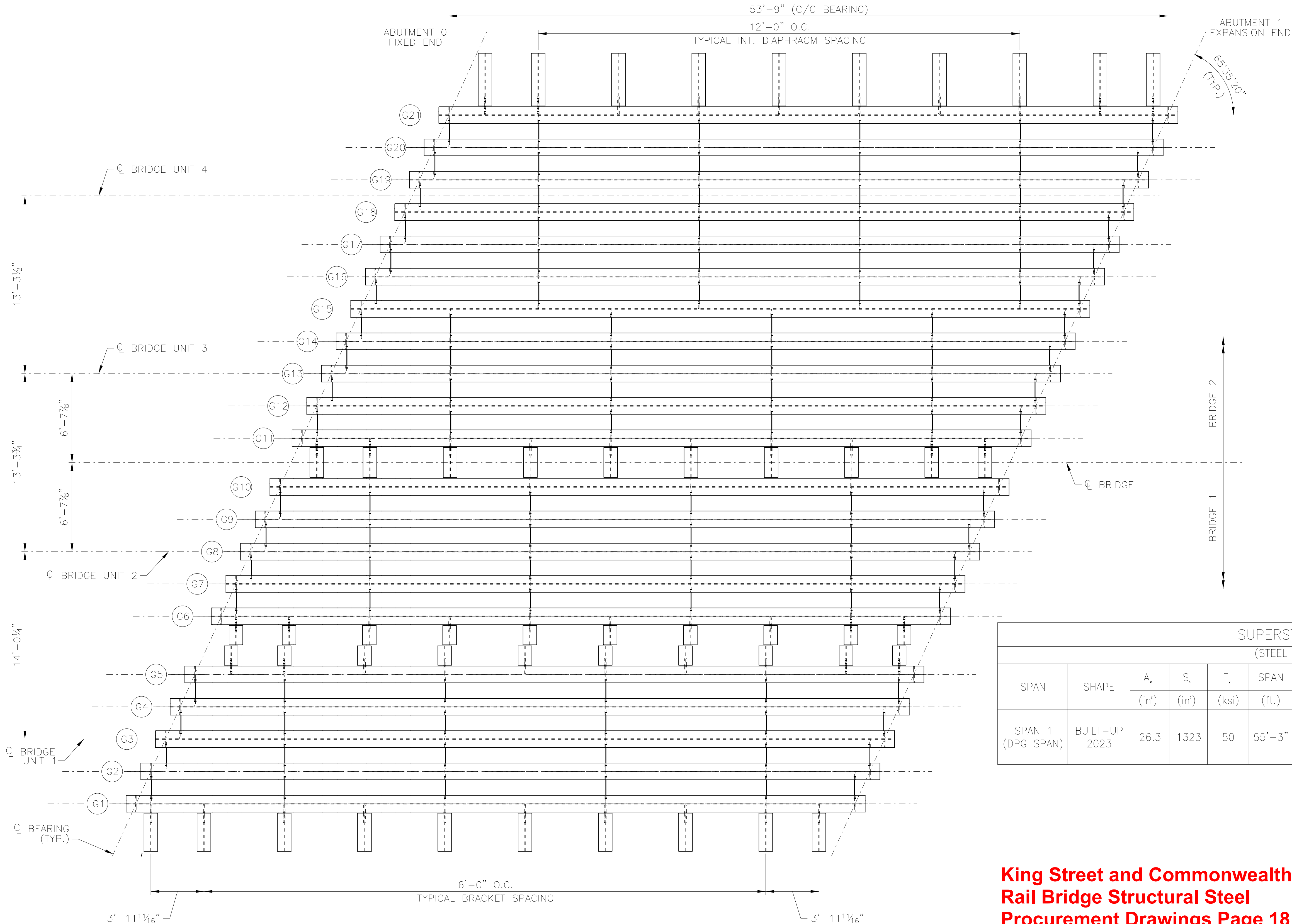
NOTES

- NOTCH WALKWAY GRATING AROUND STIFFENERS AND END COVER PLATE
- WALKWAY GRATING SHALL BE RECTANGULAR WELDED GRATING MADE OF ASTM A1011 STEEL, HOT-DIPPED GALVANIZED AFTER FABRICATION. BEARING BARS TO BE 1 1/2x3/8 AT 13/16" CENTERS.
- CONNECT GRATING TO WALKWAY BRACKETS USING AMICO TYPE H-3 SADDLE CLIPS OR APPROVED EQUAL.

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING		
DIRECTOR	DATE	
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES		
SITE PLAN NO. <u>DSP 2019-0031</u>		
DIRECTOR	DATE	
CHAIRMAN, PLANNING COMMISSION		
DATE		
DATE RECORDED		
INSTRUMENT NO. DEED BOOK NO. PAGE NO.		

DATUM:  
(HZ) NAD 83  
(VT) NAVD 88

FILENAME: ...ICFP-105.37-FP01.dgn DATE: 12/15/2024



FRAMING PLAN  
SCALE: 1/4" = 1'-0"

SUPERSTRUCTURE RATING TABLE													
(STEEL SPAN WITH BALLASTED DECK)													
SPAN	SHAPE	A <sub>s</sub>	S <sub>x</sub>	F <sub>y</sub>	SPAN (ft.)		DL	LL	I (60mph)	NORMAL RATING			MAXIMUM RATING
		(in <sup>2</sup> )	(in <sup>4</sup> )	(ksi)						60mph	25mph	10mph	
SPAN 1 (DPG SPAN)	BUILT-UP 2023	26.3	1323	50	55'-3"	SHEAR (kips)	32.3	73.0	36.3	E-252	E-325	E-372	E-657
						MOMENT (k-ft.)	434.2	860.1	427.9	E-30	E-168	E-192	E-294

King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 18 of 28

APPROVED  
SPECIAL USE PERMIT NO.  
DEPARTMENT OF PLANNING & ZONING

DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES  
SITE PLAN NO. DSP 2019-0031

DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

DATE RECORDED \_\_\_\_\_

INSTRUMENT NO. \_\_\_\_\_ DEED BOOK NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_

DATUM:  
(HZ) NAD 83  
(VT) NAVD 88

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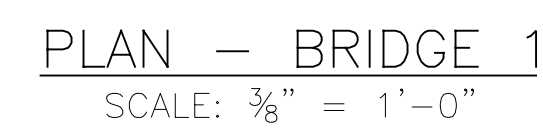
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F	08/16/2024	90% UNIFIED PLAN SUBMISSION
G	10/17/2024	90% CONFORMED DESIGN PACKAGE
H	12/23/2024	100% DESIGN PACKAGE

DESIGNED BY: RCV
DRAWN BY: NME
CHECKED BY: JR
DATE: 12/23/2024



ALEXANDRIA STATION AND BRIDGE IMPROVEMENTS	IFB NO: XXX-XXX
	DRAWING NO: S3-500
COMMONWEALTH AVE FRAMING PLAN	SCALE: AS SHOWN
	SHEET NO: 213 OF 387





<b>APPROVED</b> <b>SPECIAL USE PERMIT NO.</b> <b>DEPARTMENT OF PLANNING &amp; ZONING</b>		
DIRECTOR _____	DATE _____	
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES <b>SITE PLAN NO.    <u>DSP 2019-0031</u></b>		
DIRECTOR _____	DATE _____	

CHAIRMAN, PLANNING COMMISSION _____	DATE _____	

DATE RECORDED _____		
INSTRUMENT NO. _____	DEED BOOK NO. _____	PAGE NO. _____

REV.NO.	DATE	DESCRIPTION	DESIGNED BY:
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F	08/16/2024	90% UNIFIED PLAN SUBMISSION	DRAWN BY:
G	10/17/2024	90% CONFORMED DESIGN PACKAGE	NME
H	12/23/2024	100% DESIGN PACKAGE	CHECKED BY:
			JR
			DATE:
			12/23/2024



## ALEXANDRIA STATION AND BRIDGE IMPROVEMENTS

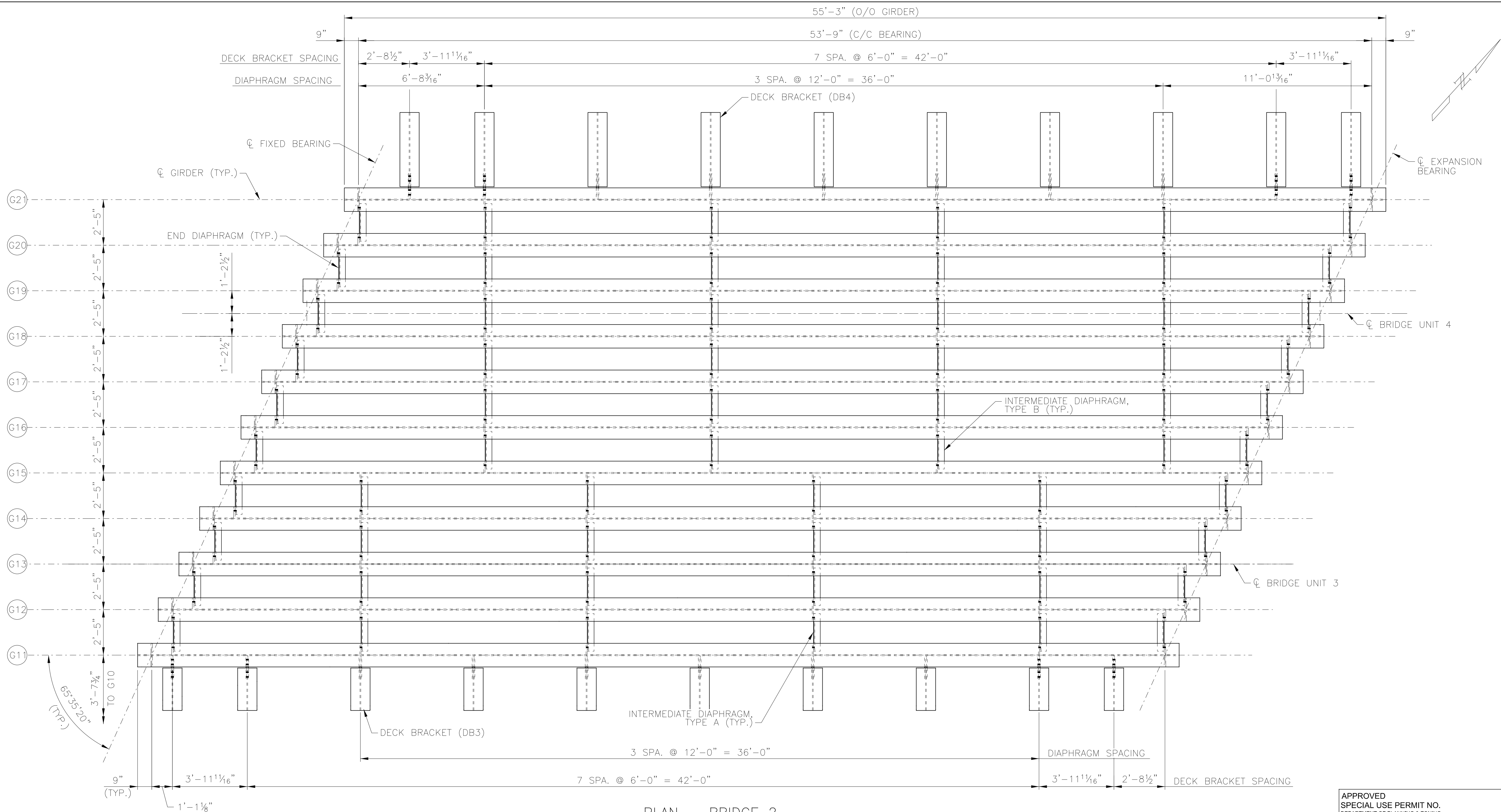
COMMONWEALTH AVE  
FRAMING PLAN (BRIDGE 1)

IFB NO:	XXX-XXX
DRAWING NO:	S3-501
SCALE:	AS SHOWN
SHEET NO:	214 OF 387

100% DESIGN SUBMISSION  
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FILENAME: ...\\CFP-105.37-FP03.dgn DATE: 12/15/2024



PLAN — BRIDGE 2  
SCALE:  $\frac{3}{8}$ " = 1'-0"

**King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 20 of 28**

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING	
DIRECTOR	DATE
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES	
SITE PLAN NO. DSP 2019-0031	
DIRECTOR	DATE
CHAIRMAN, PLANNING COMMISSION	
DATE RECORDED	
INSTRUMENT NO.	DEED BOOK NO. PAGE NO.

DATUM:  
(HZ) NAD 83  
(VT) NAVD 88

100% DESIGN SUBMISSION  
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REV.NO.	DATE	DESCRIPTION
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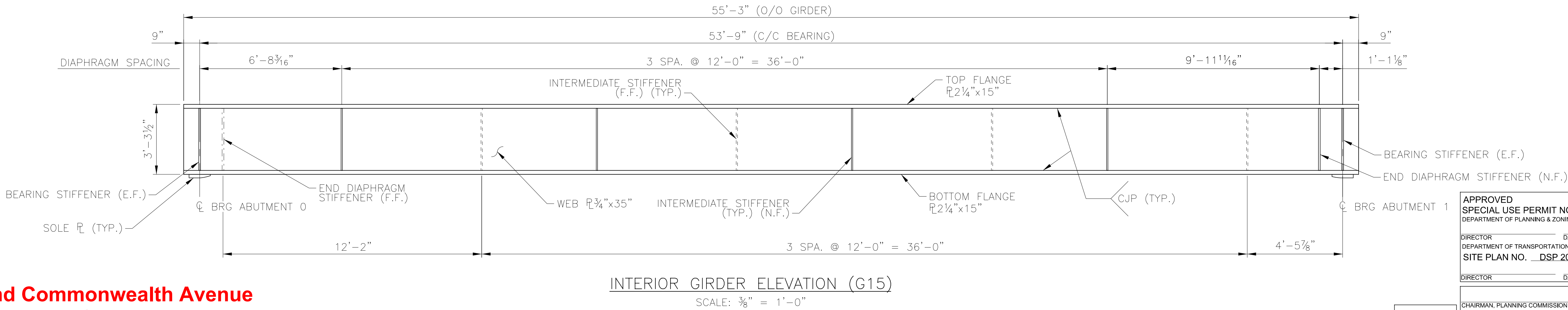
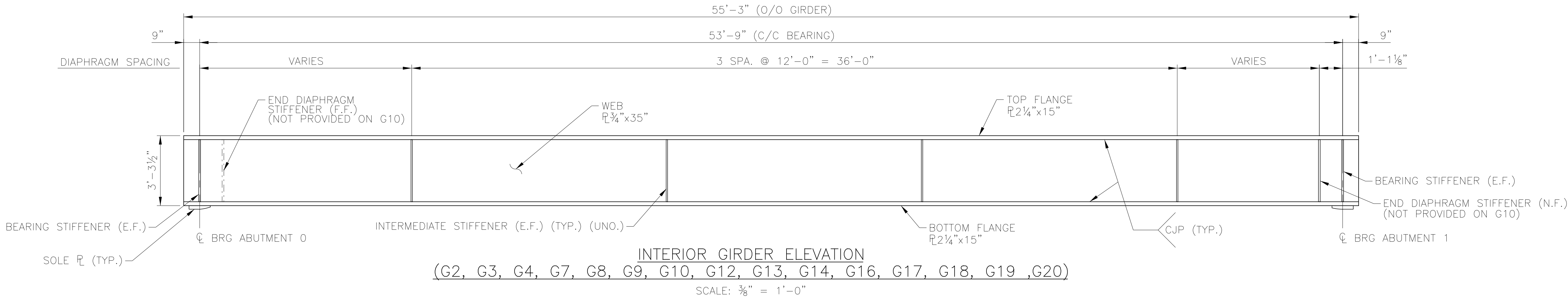
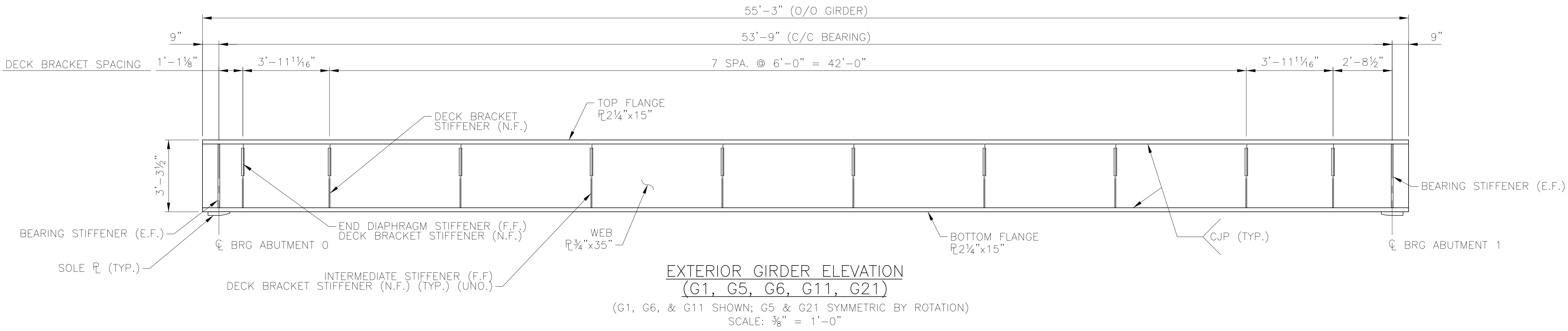
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CHECKED BY:	JR
DATE:	12/23/2024



ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS

COMMONWEALTH AVE  
FRAMING PLAN (BRIDGE 2)

IFB NO:	XXX-XXX
DRAWING NO:	S3-502
SCALE:	AS SHOWN
SHEET NO:	215 OF 387



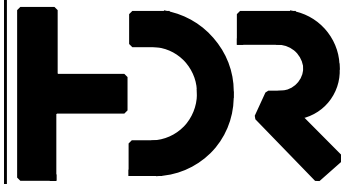
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DEPARTMENT OF PLANNING & ZONING	
DIRECTOR	DATE
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES	
SITE PLAN NO. <u>DSP 2019-0031</u>	
DIRECTOR	DATE
CHAIRMAN, PLANNING COMMISSION	
DATE	
DATE RECORDED	
INSTRUMENT NO.	DEED BOOK NO.
PAGE NO.	

DATUM:  
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(VT) NAVD 88

**King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 21 of 28**

100% DESIGN SUBMISSION  
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REV.NO.	DATE	DESCRIPTION	DESIGNED BY:
E	01/12/2024	90% REVISED PLAN SUBMISSION	RCV
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G	10/17/2024	90% CONFORMED DESIGN PACKAGE	NME
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			DATE:
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ALEXANDRIA STATION AND  
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COMMONWEALTH AVE  
GIRDER ELEVATIONS

IFB NO:

XXX-XXX

DRAWING NO:

S3-503

SCALE:

AS SHOWN

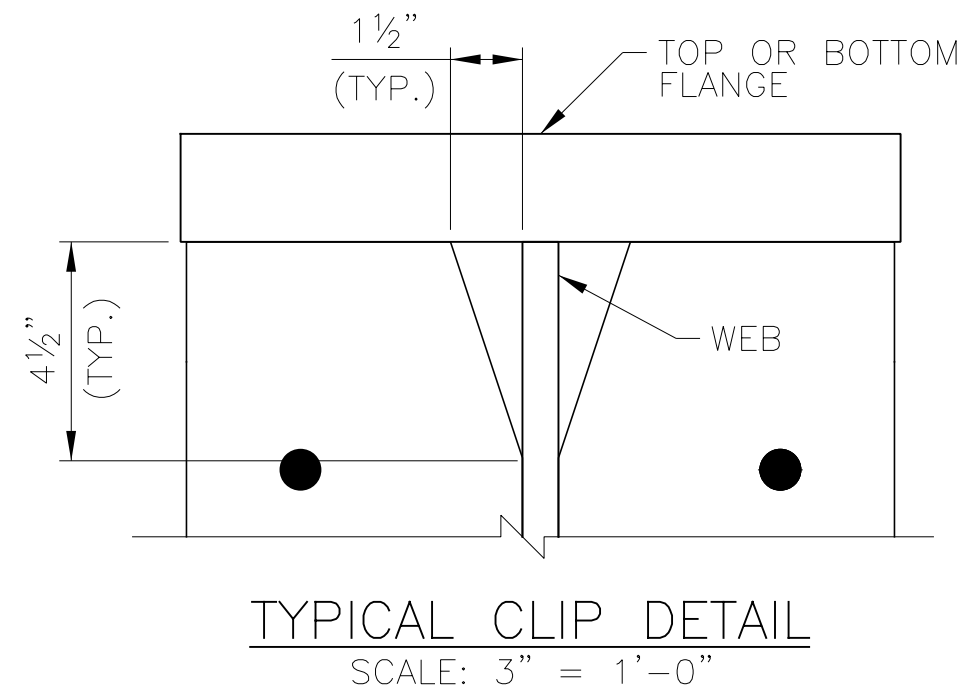
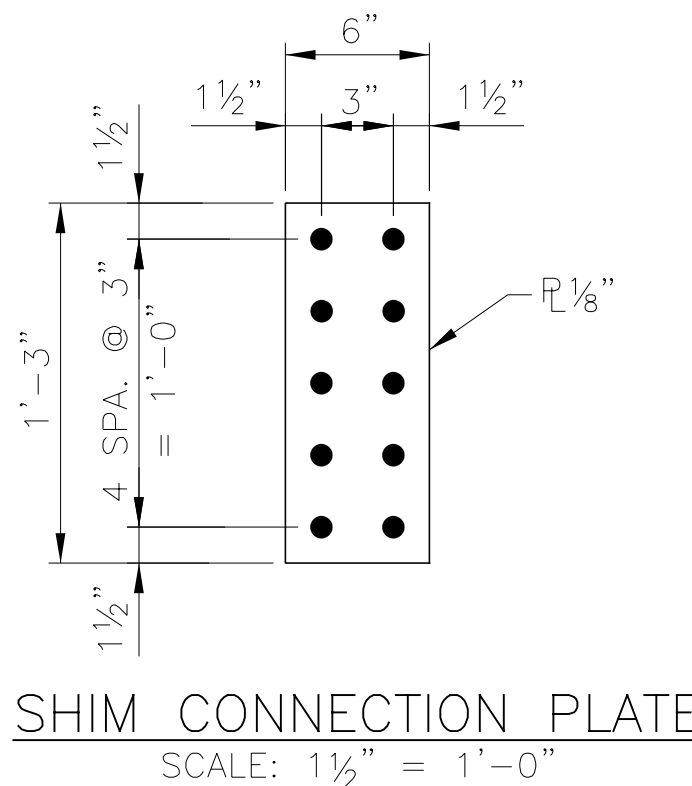
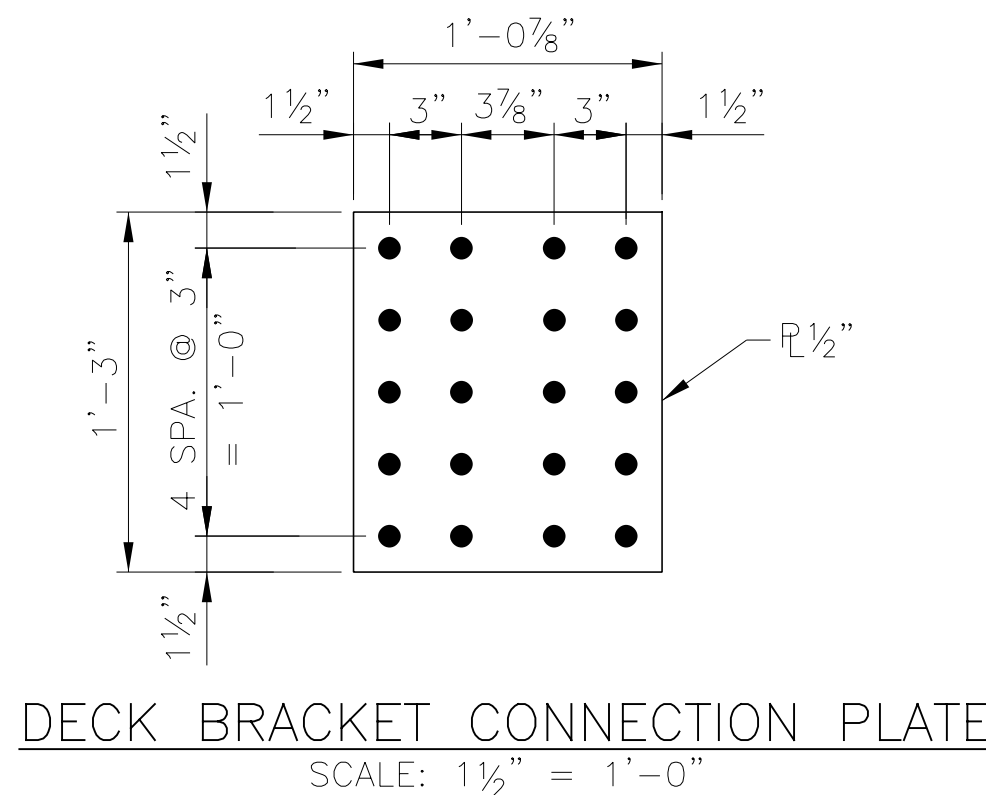
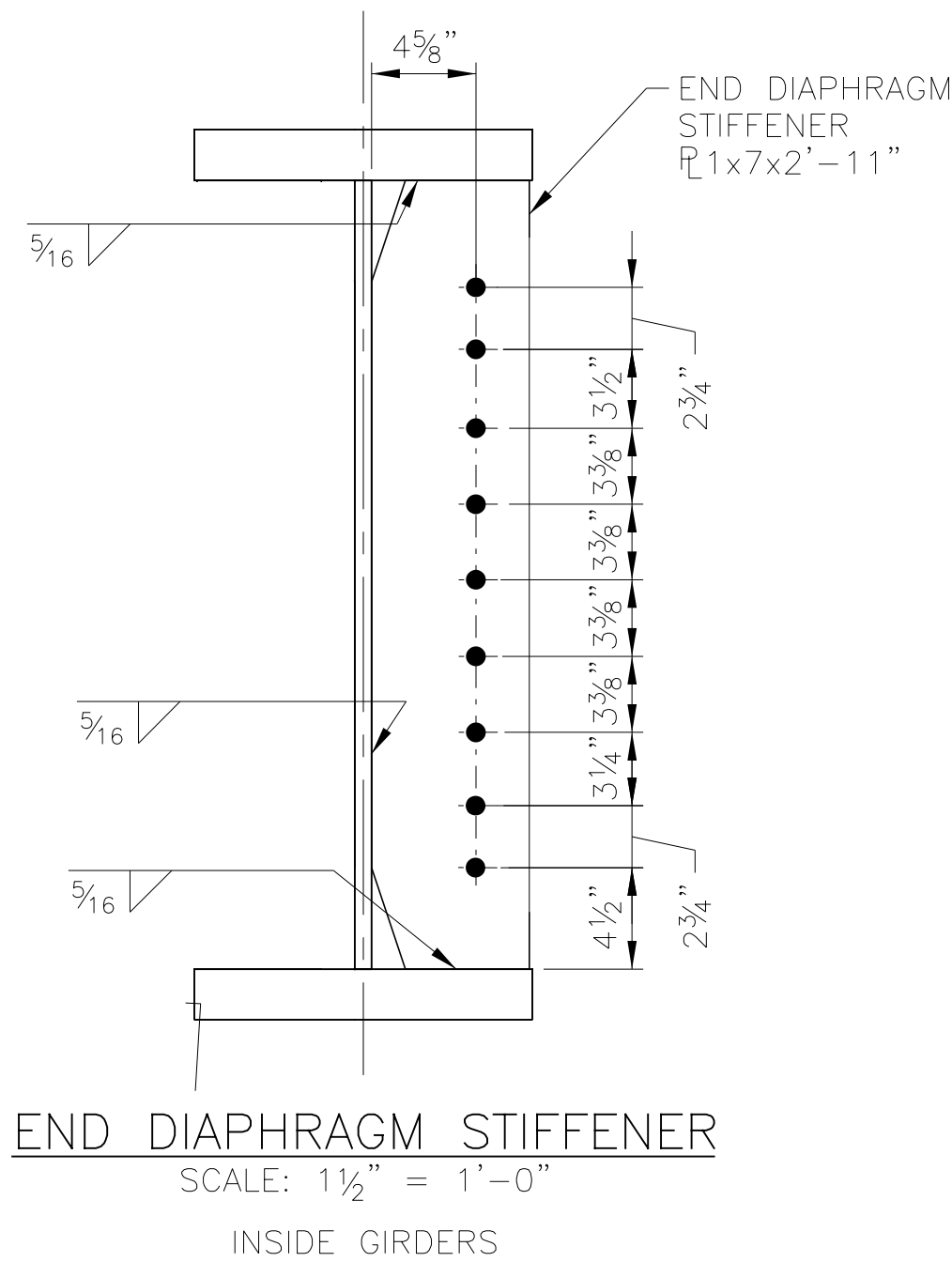
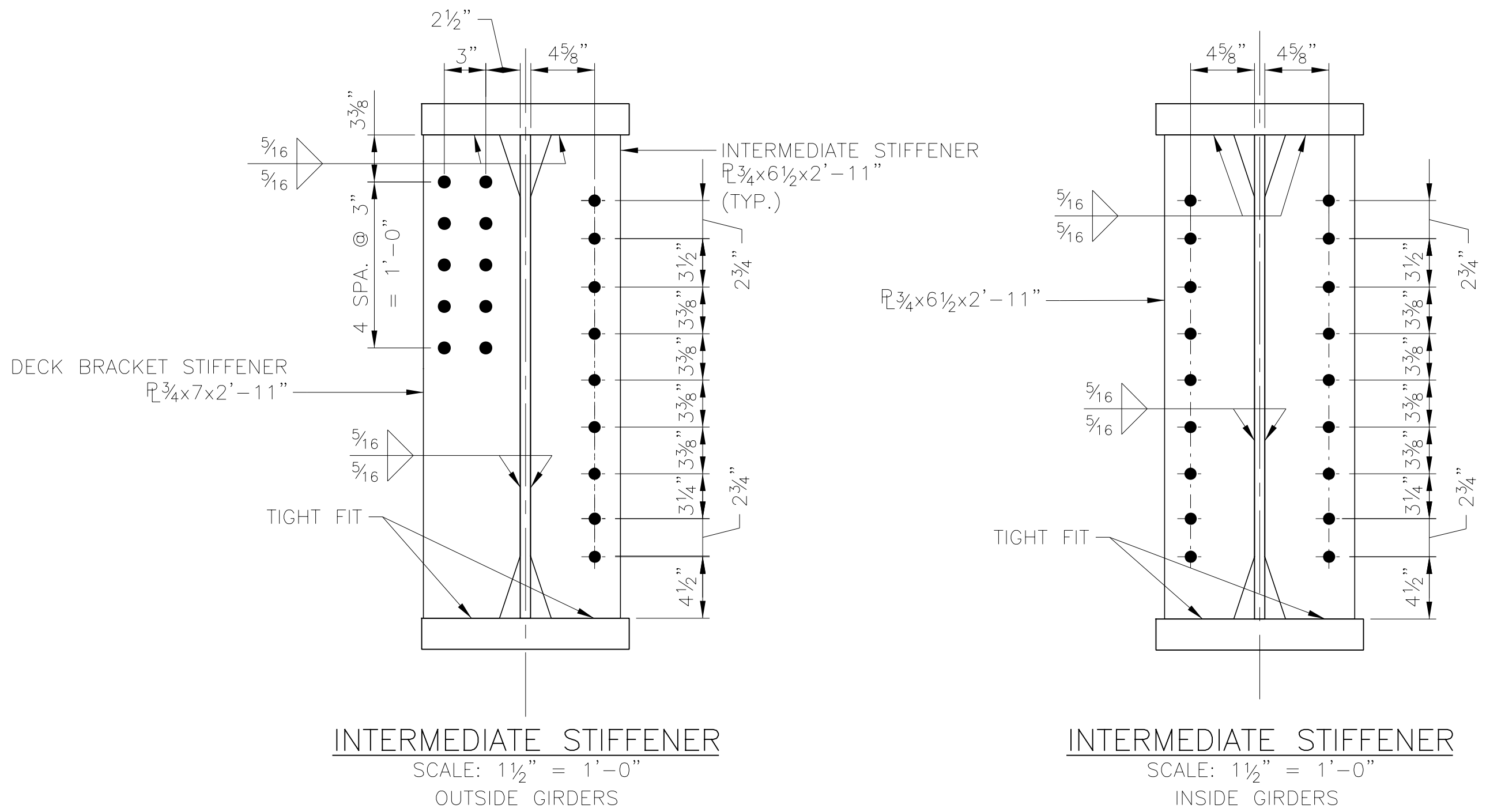
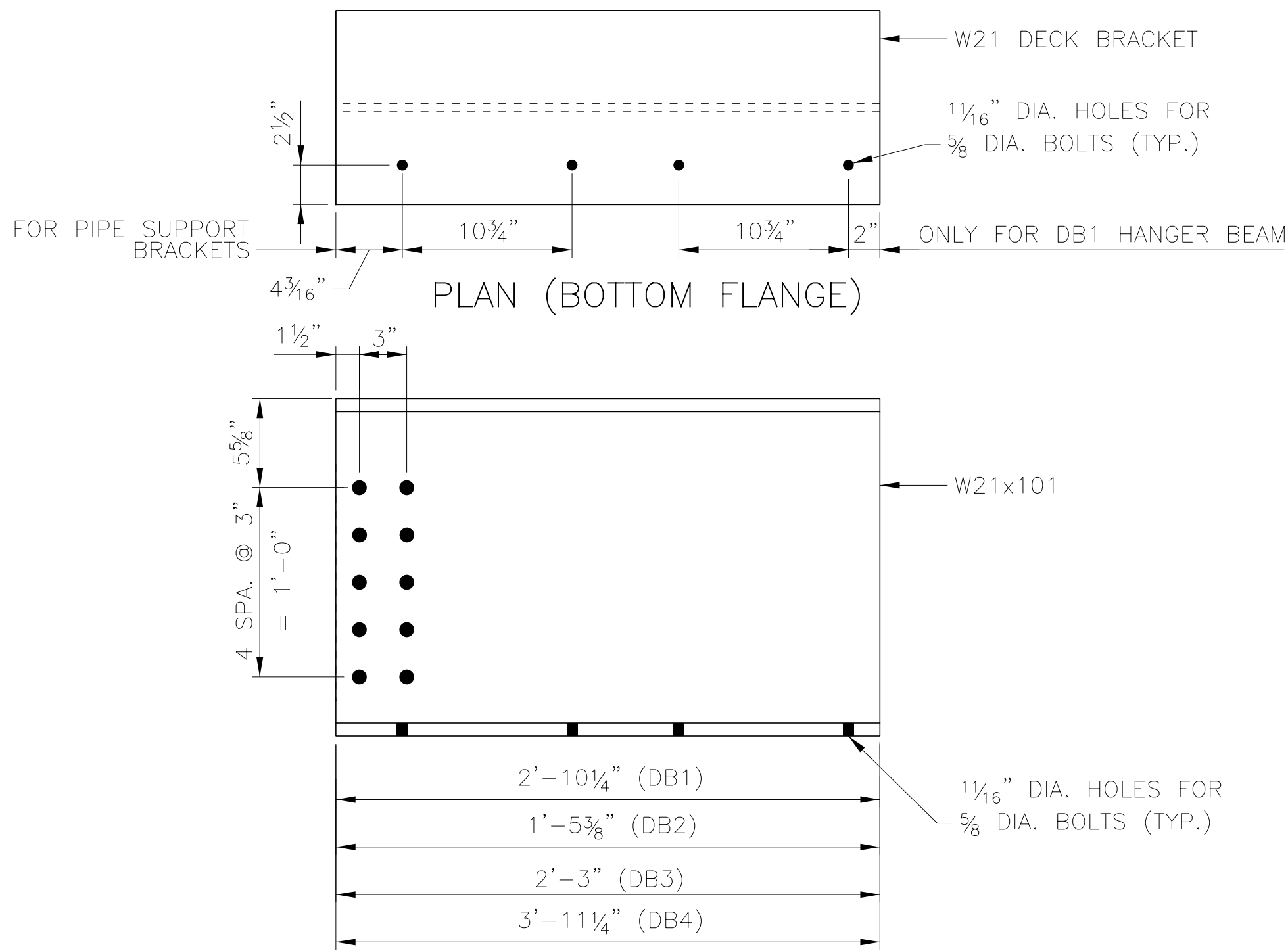
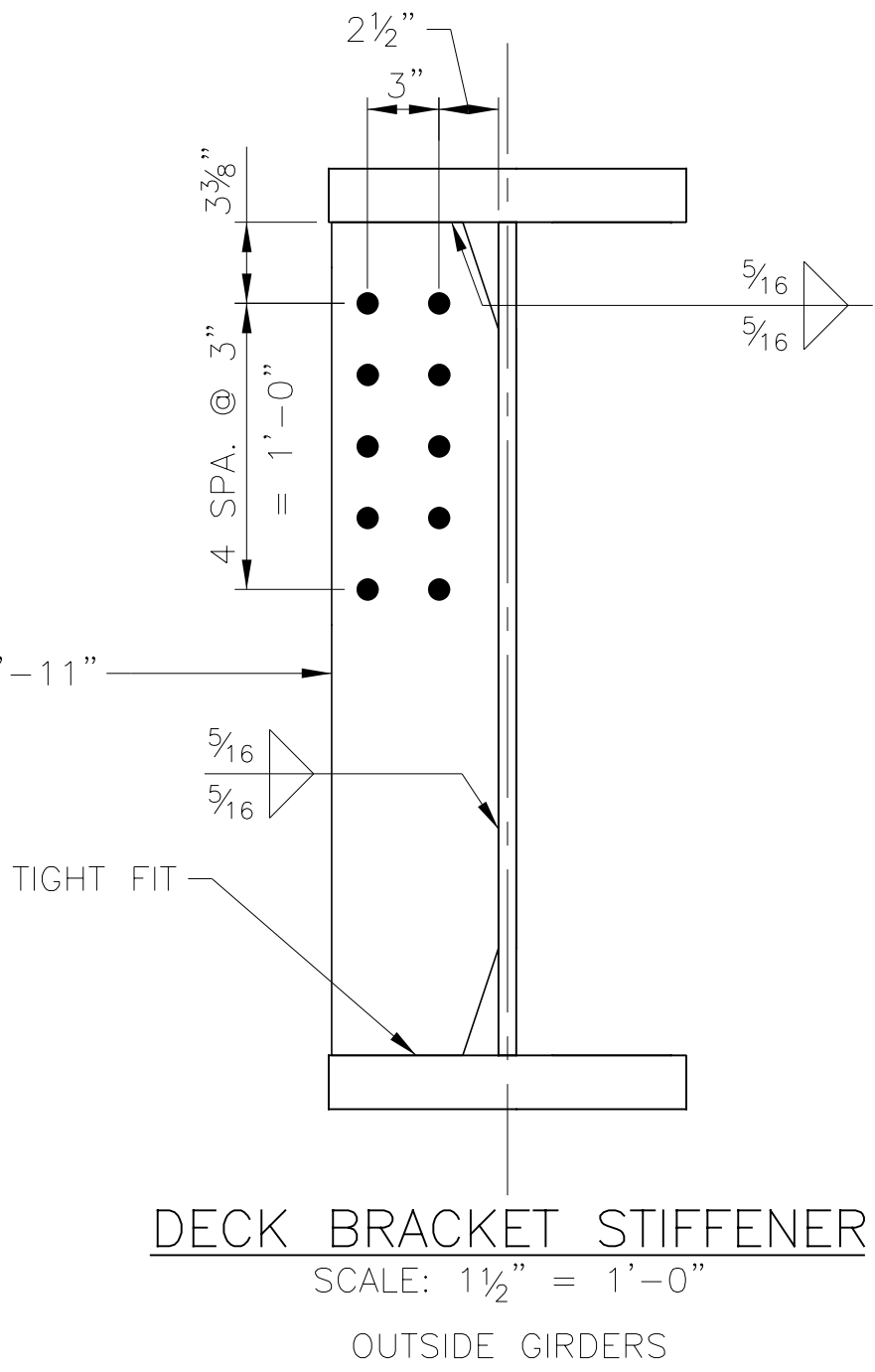
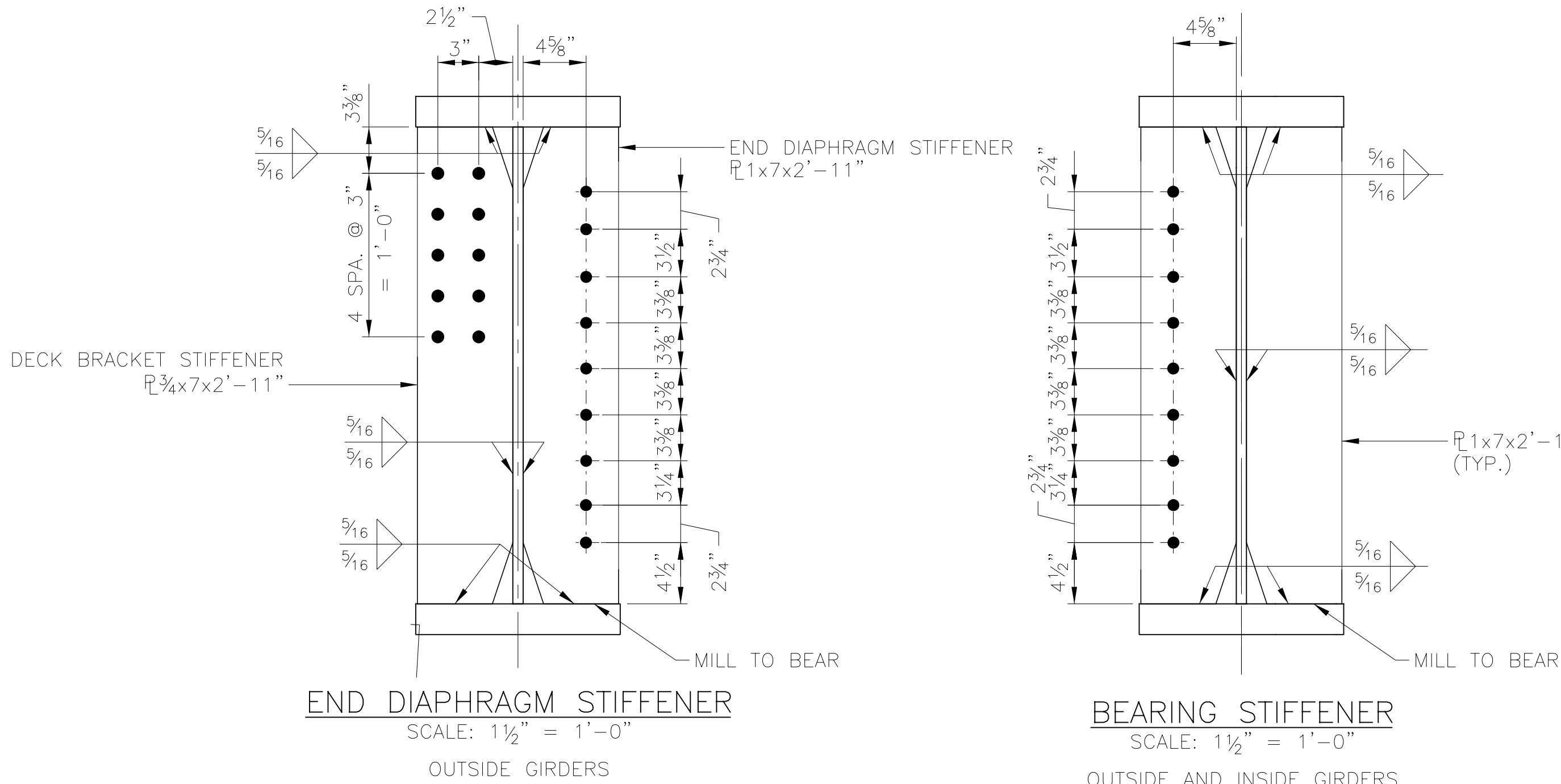
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216 OF 387





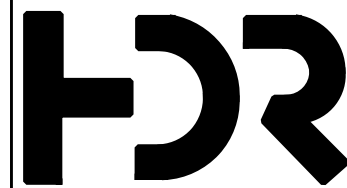
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King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 23 of 28

100% DESIGN SUBMISSION  
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ALEXANDRIA STATION AND  
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COMMONWEALTH AVE  
MISC. STEEL DETAILS

IFB NO:	XXX-XXX
DRAWING NO:	S3-505
SCALE:	AS SHOWN
SHEET NO:	218 OF 387

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING	
DIRECTOR	DATE
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES	
SITE PLAN NO. DSP 2019-0031	
DIRECTOR	DATE
CHAIRMAN, PLANNING COMMISSION	
DATE RECORDED	
INSTRUMENT NO. DEED BOOK NO. PAGE NO.	

DATUM:  
(HZ) NAD 83  
(VT) NAVD 88

FILENAME: ...\\CFP-105-37-SD01.dgn DATE: 12/15/2024

King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 24 of 28

100% DESIGN SUBMISSION  
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H	12/23/2024	100% DESIGN PACKAGE	CHECKED BY:
			JR
			DATE:
			12/23/2024

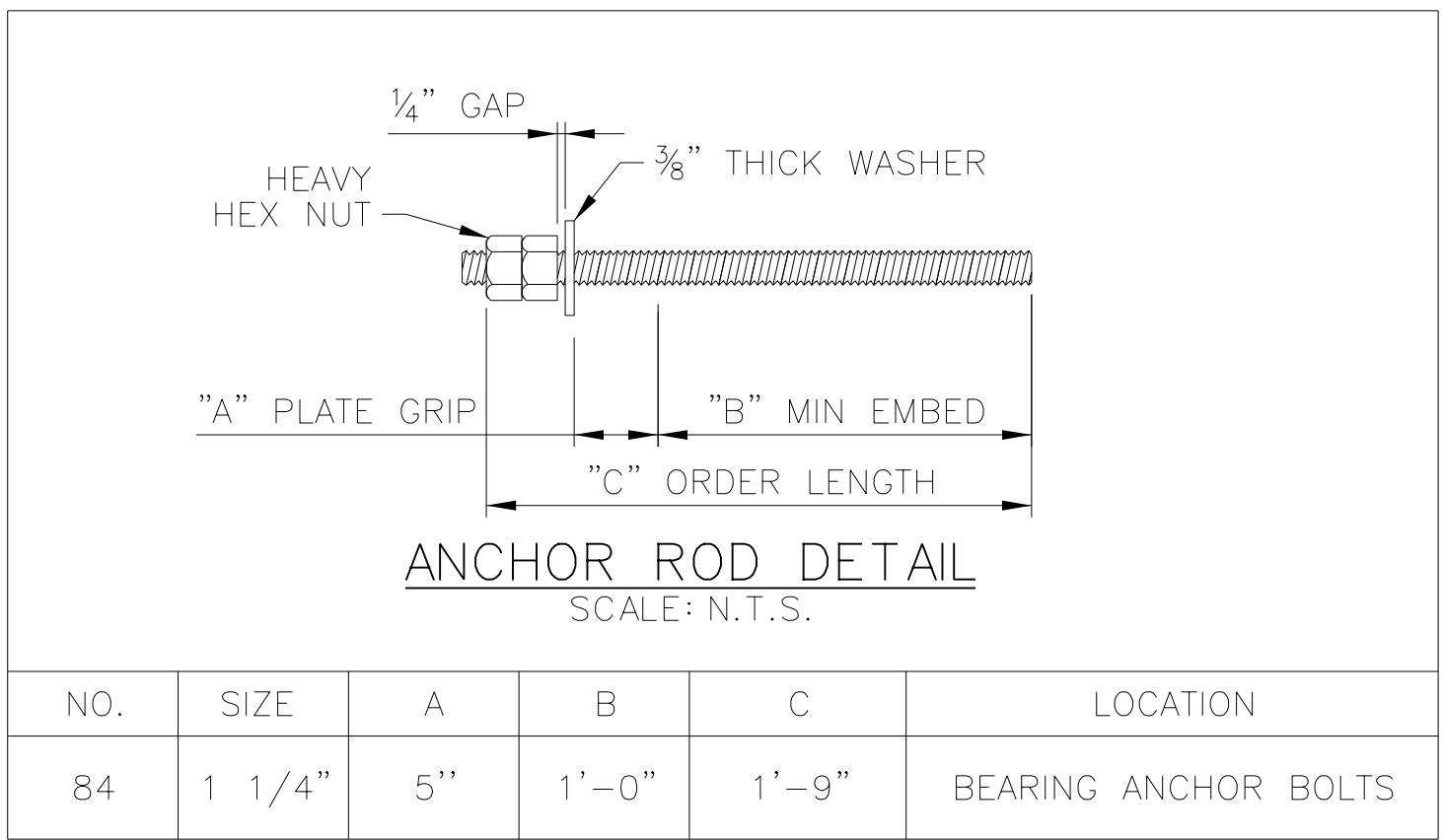
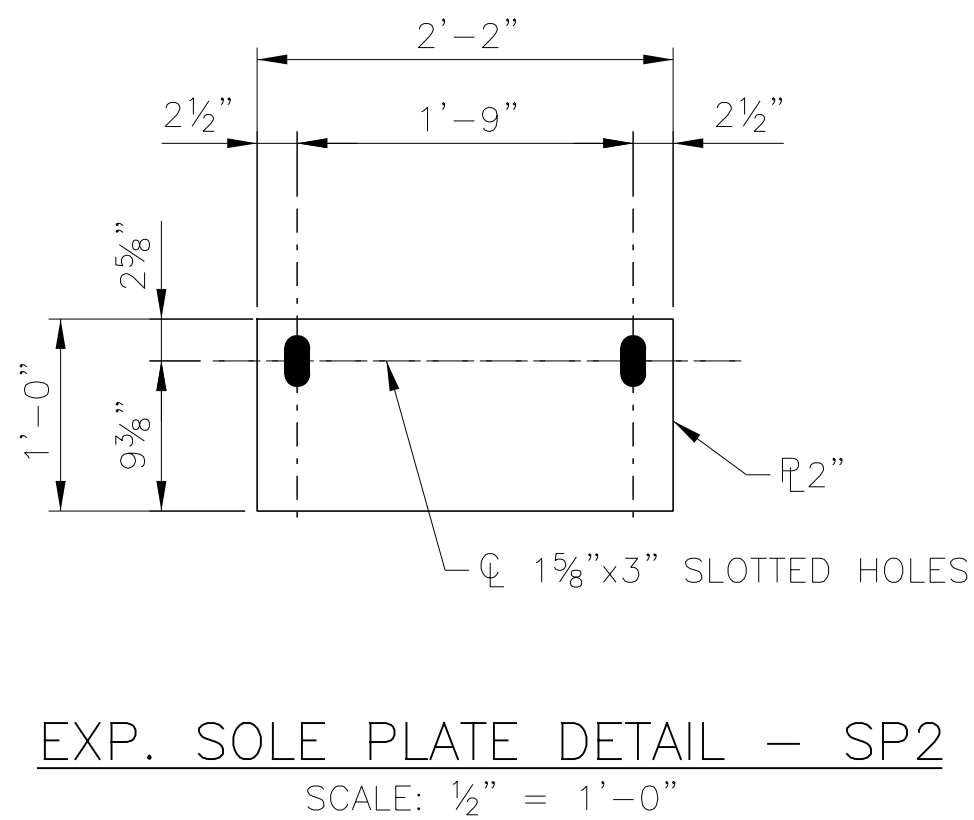
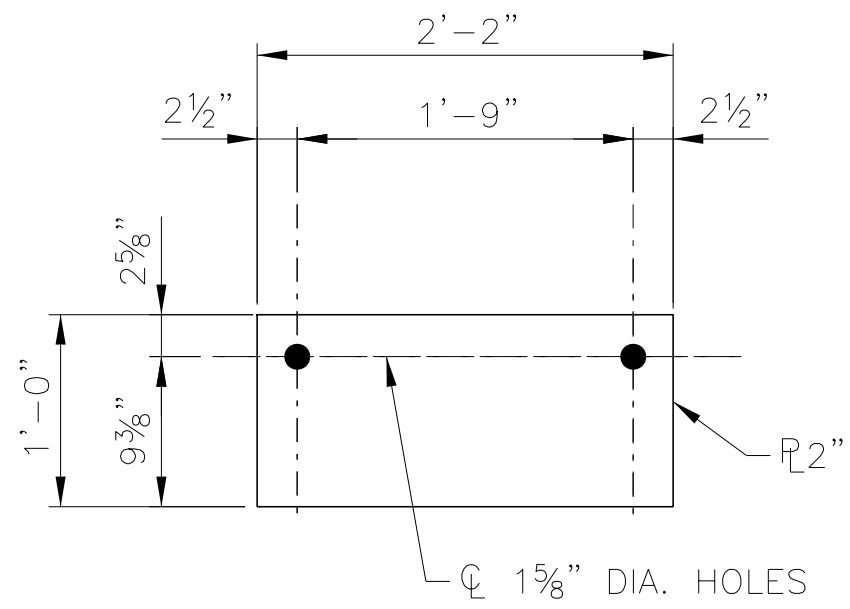
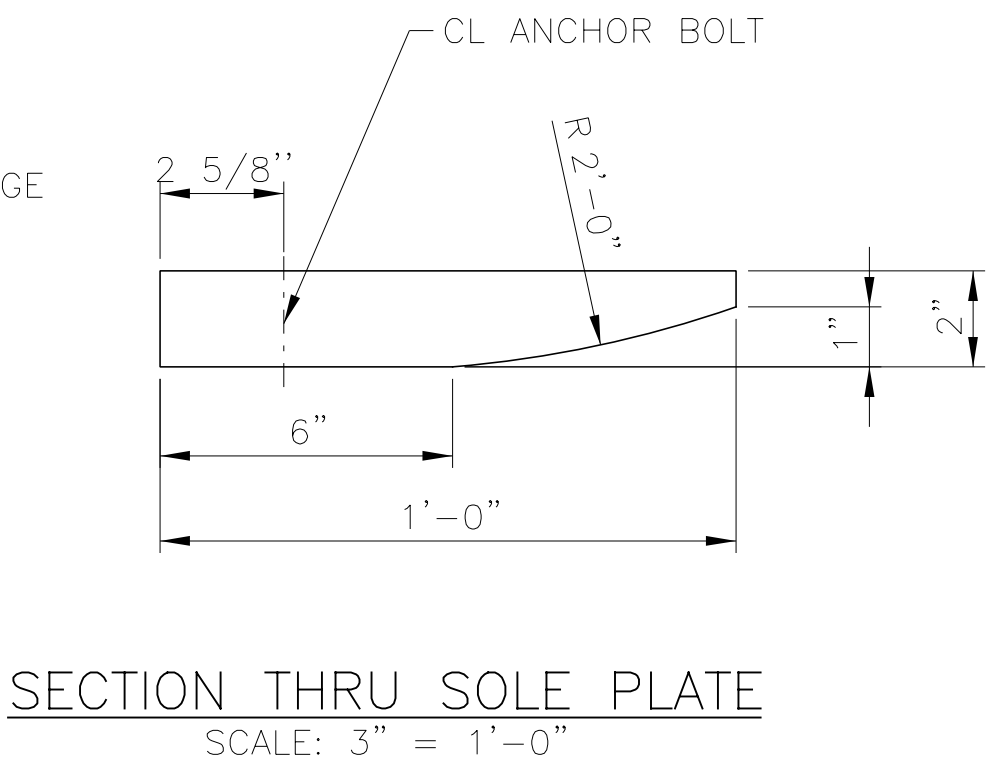
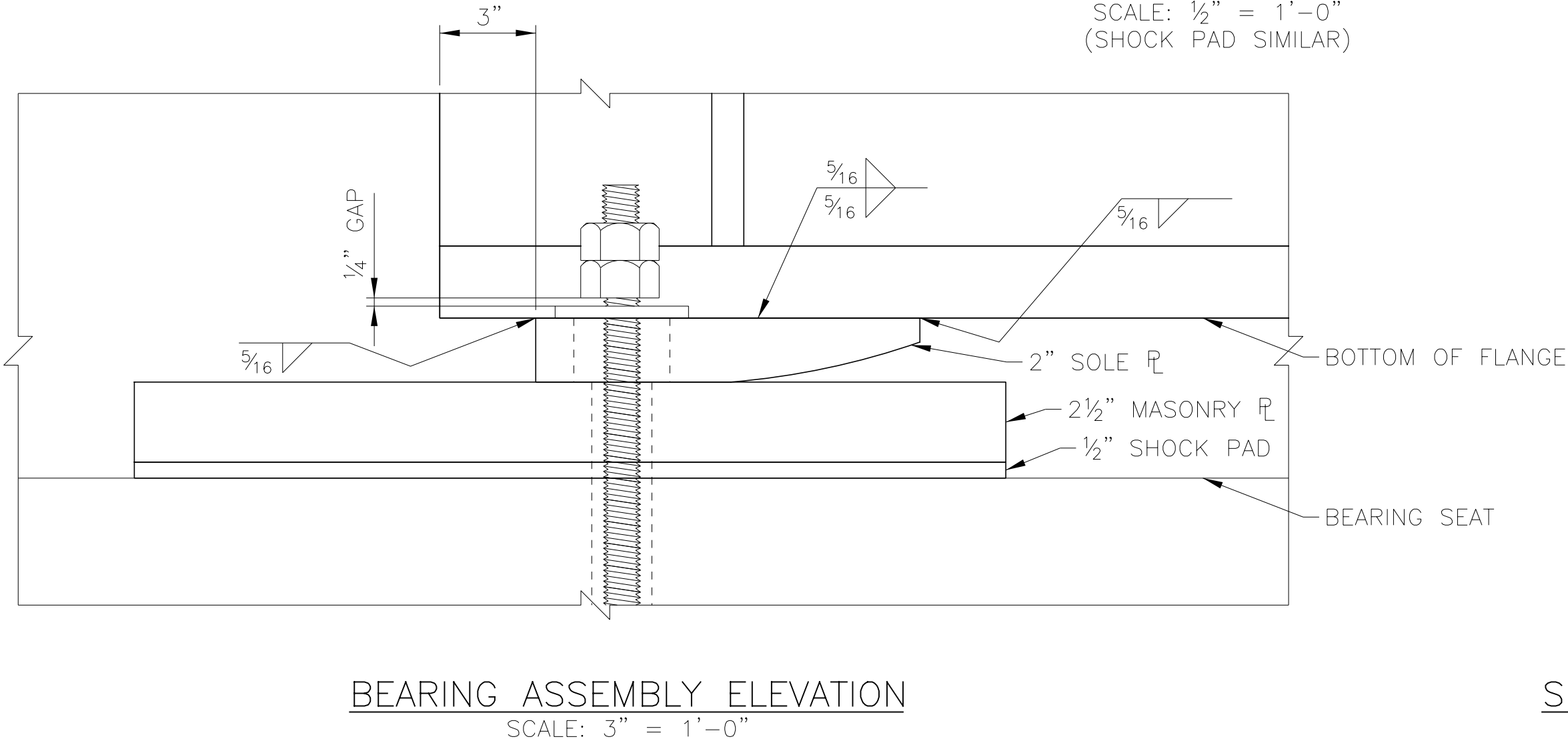
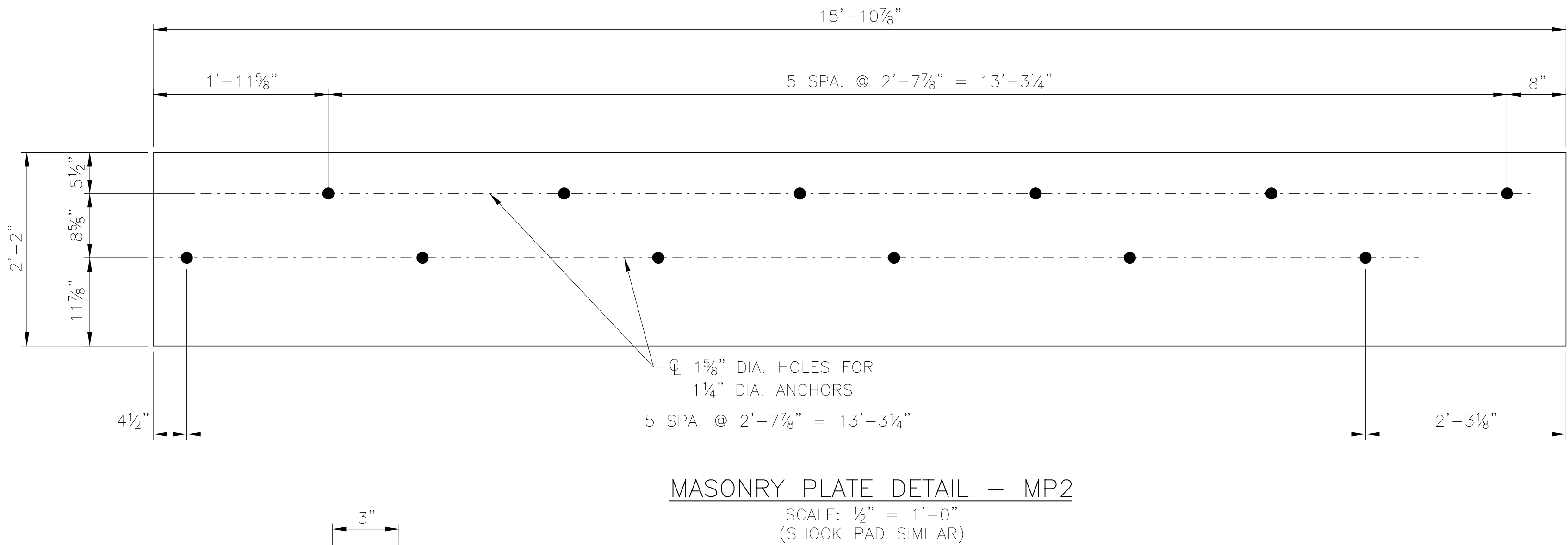
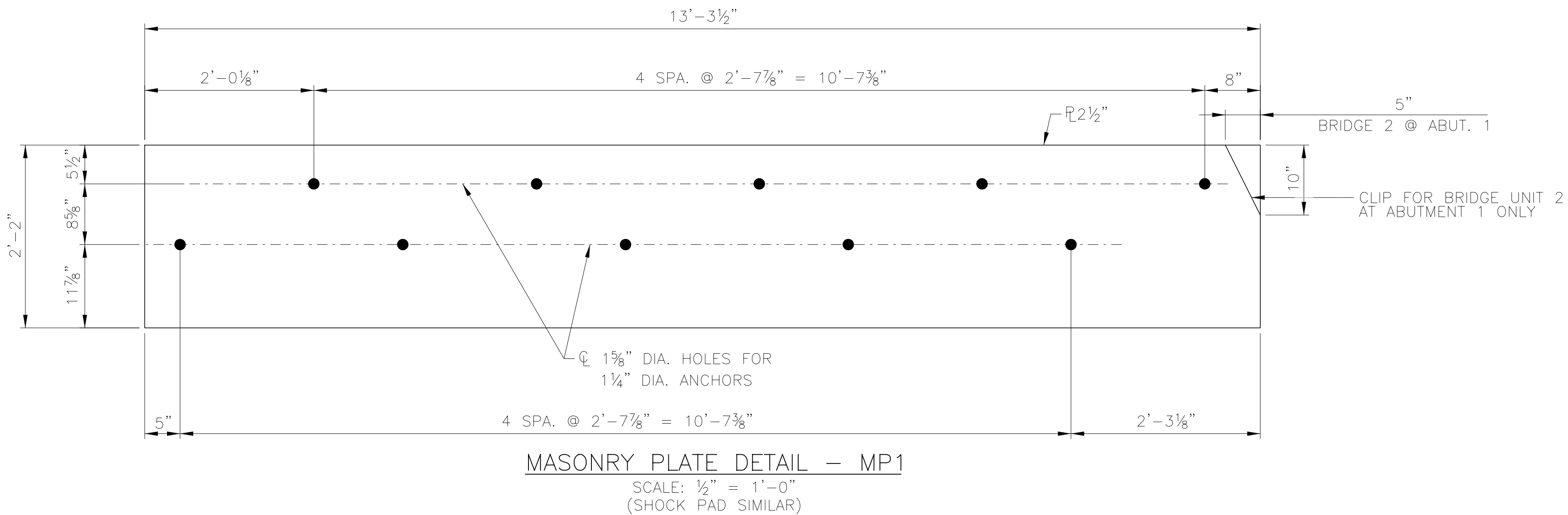


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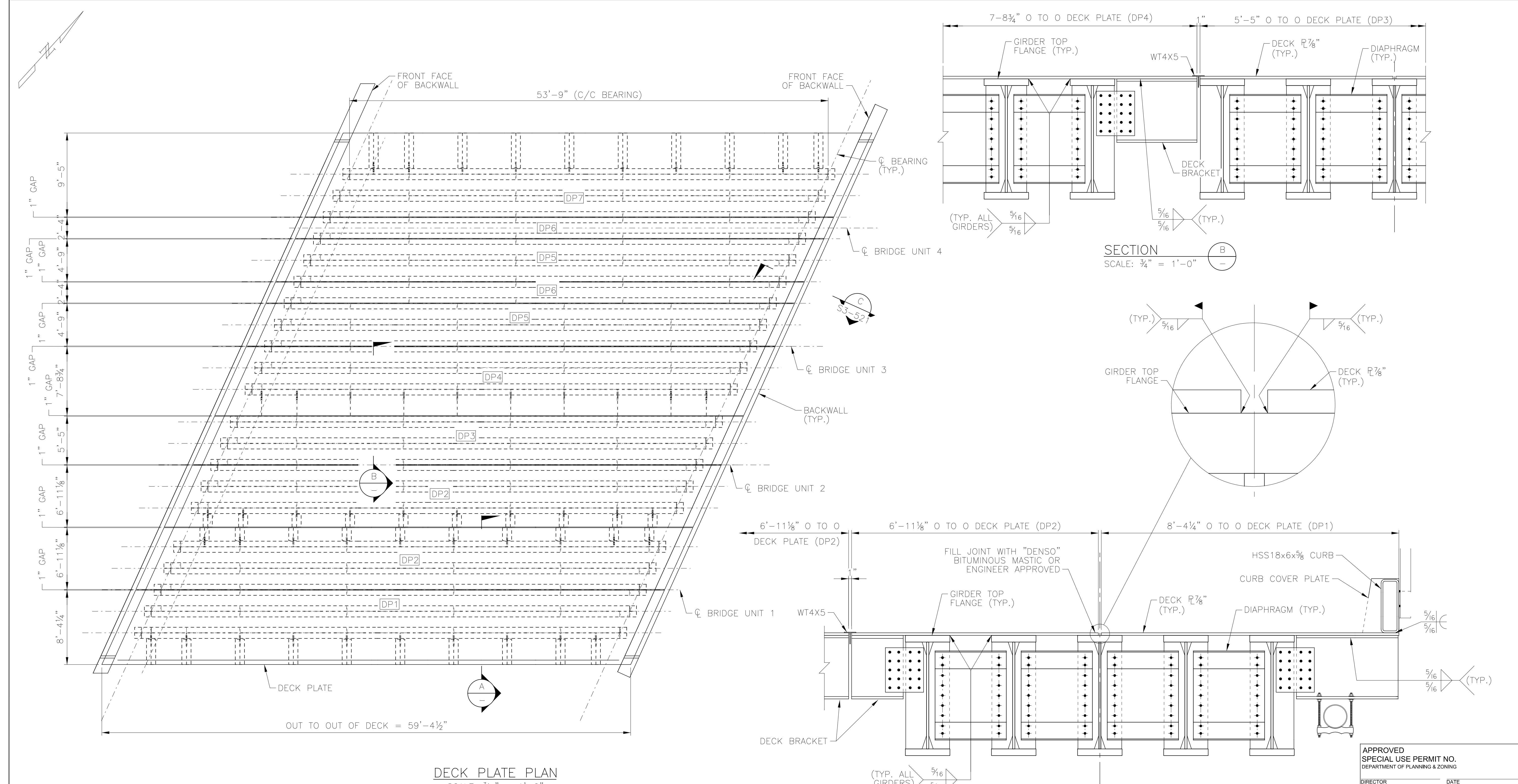
COMMONWEALTH AVE  
BEARING DETAILS

IFB NO:	XXX-XXX
DRAWING NO:	S3-506
SCALE:	AS SHOWN
SHEET NO:	219 OF 387



APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING	
DIRECTOR	DATE
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES	
SITE PLAN NO. DSP 2019-0031	
DIRECTOR	DATE
CHAIRMAN, PLANNING COMMISSION	
DATE	
DATE RECORDED	
DATUM: (HZ) NAD 83 (VT) NAVD 88	INSTRUMENT NO. DEED BOOK NO. PAGE NO.





**King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 25 of 28**

100% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

REV.NO.	DATE	DESCRIPTION	DESIGNED BY:
E	01/12/2024	90% REVISED PLAN SUBMISSION	RCV
F	08/16/2024	90% UNIFIED PLAN SUBMISSION	DRAWN BY:
G	10/17/2024	90% CONFORMED DESIGN PACKAGE	NME
H	12/23/2024	100% DESIGN PACKAGE	CHECKED BY:
			JR
			DATE:
			12/23/2024



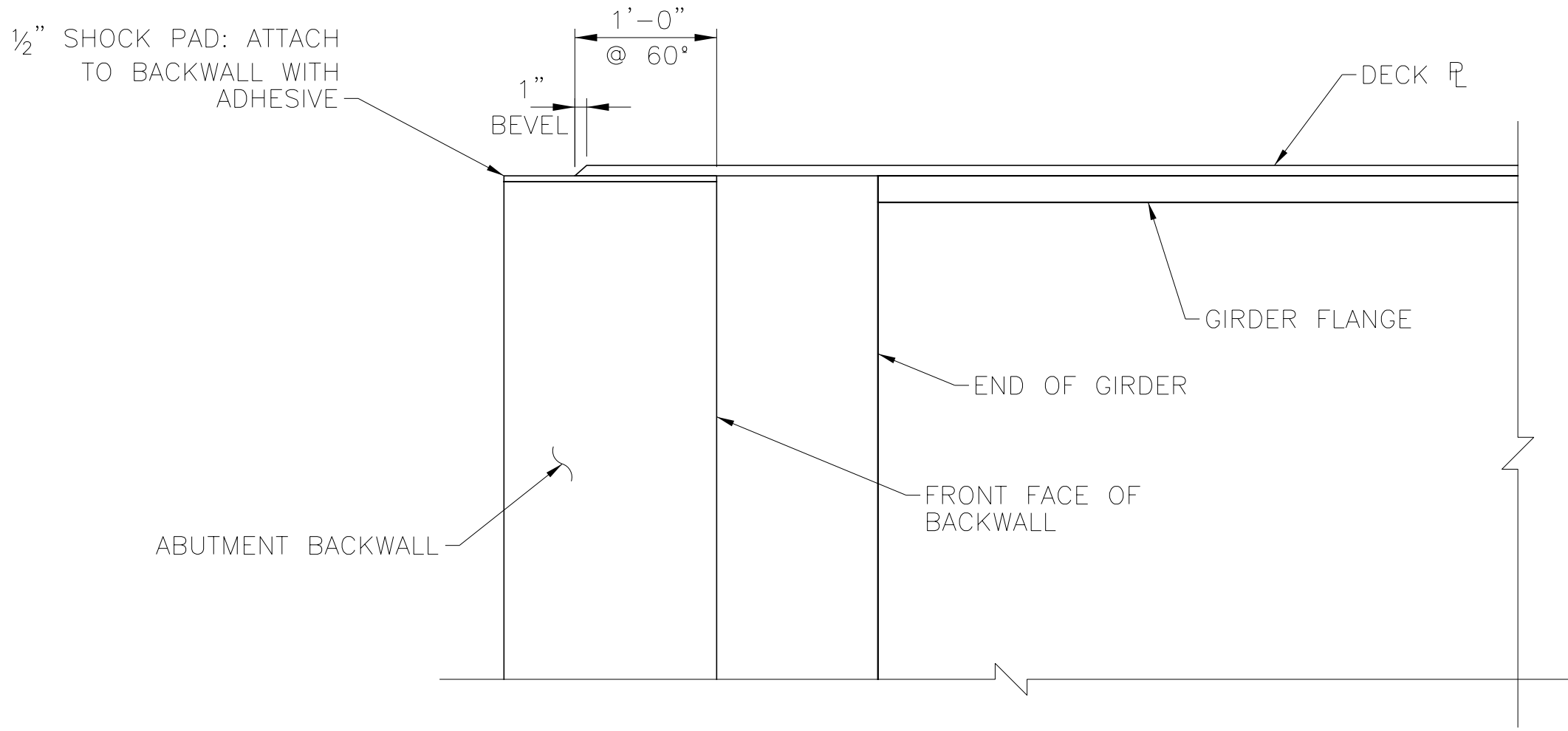
ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS

COMMONWEALTH AVE  
DECK PLATE PLAN

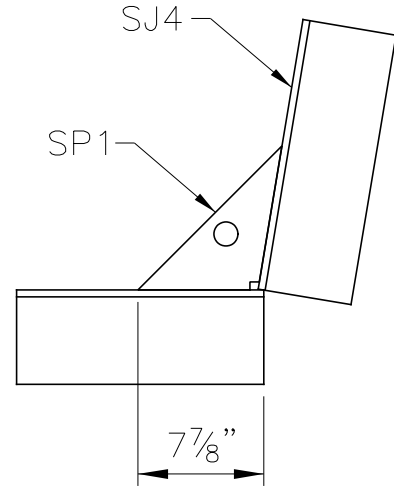
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DRAWING NO:	S3-520
SCALE:	AS SHOWN
SHEET NO:	220 OF 387

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING	
DIRECTOR	DATE
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES	
SITE PLAN NO. DSP 2019-0031	
DIRECTOR	DATE
CHAIRMAN, PLANNING COMMISSION	
DATE RECORDED	DATE
DATUM: (HZ) NAD 83 (VT) NAVD 88	
INSTRUMENT NO.	DEED BOOK NO. PAGE NO.

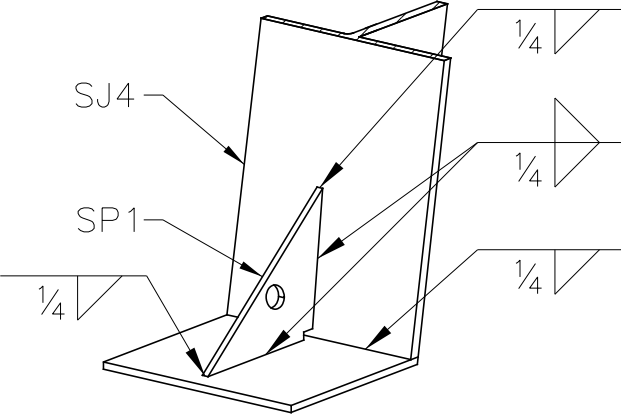
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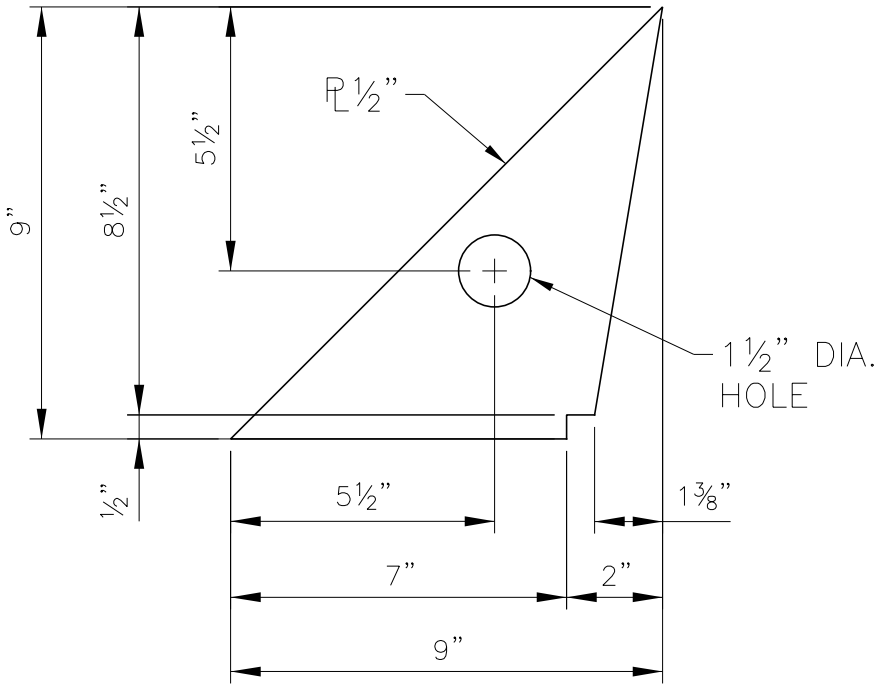
SECTION  
SCALE: 1" = 1'-0" S3-520



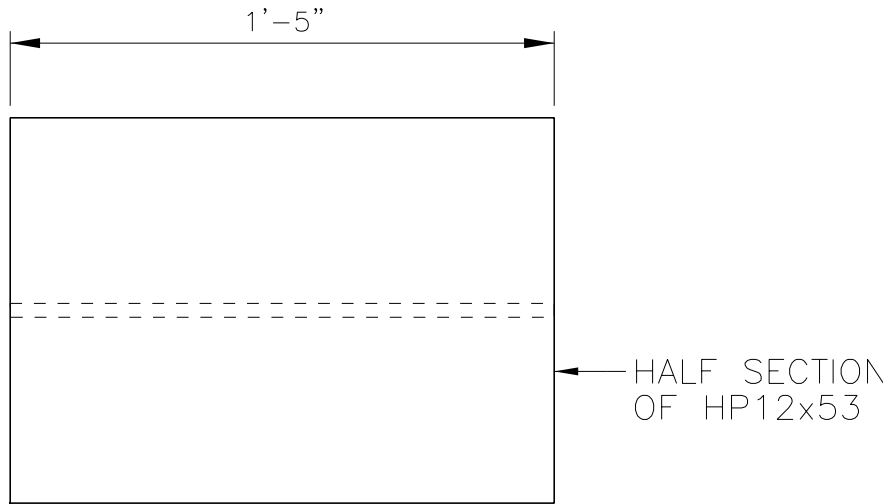
SPAN JOINT DETAIL  
SCALE: NTS



SPAN JOINT WELD DETAIL  
SCALE: NTS



STIFFENER PLATE - SP1  
SCALE: 3" = 1'-0"



SPAN CURB JOINT - SJ4  
SCALE: 2" = 1' - 0"

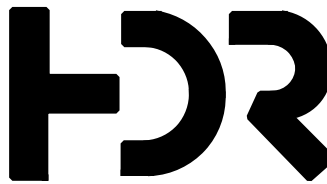
King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 26 of 28

APPROVED SPECIAL USE PERMIT NO. DEPARTMENT OF PLANNING & ZONING	
DIRECTOR _____	DATE _____
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES SITE PLAN NO. <u>DSP 2019-0031</u>	
DIRECTOR _____	DATE _____
CHAIRMAN, PLANNING COMMISSION _____ DATE _____	
DATE RECORDED _____	
INSTRUMENT NO. _____	DEED BOOK NO. _____ PAGE NO. _____

DATUM:  
(HZ) NAD 83  
(VT) NAVD 88

100% DESIGN SUBMISSION  
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REV.NO.	DATE	DESCRIPTION	DESIGNED BY:
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G	10/17/2024	90% CONFORMED DESIGN PACKAGE	NME
H	12/23/2024	100% DESIGN PACKAGE	CHECKED BY:
			JR
			DATE:
			12/23/2024



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ALEXANDRIA STATION AND  
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COMMONWEALTH AVE  
DECK PLATE DETAILS

IFB NO:

XXX-XXX

DRAWING NO:

S3-521

SCALE:

AS SHOWN

SHEET NO:

221 OF 387



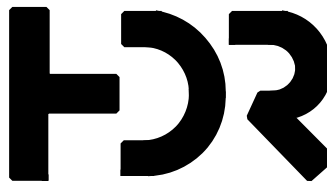


FILENAME: ...\\CFP-105-37-SD04.dgn DATE: 12/15/2024

King Street and Commonwealth Avenue  
Rail Bridge Structural Steel  
Procurement Drawings Page 28 of 28

100% DESIGN SUBMISSION  
NOT FOR CONSTRUCTION

REV.NO.	DATE	DESCRIPTION	DESIGNED BY:
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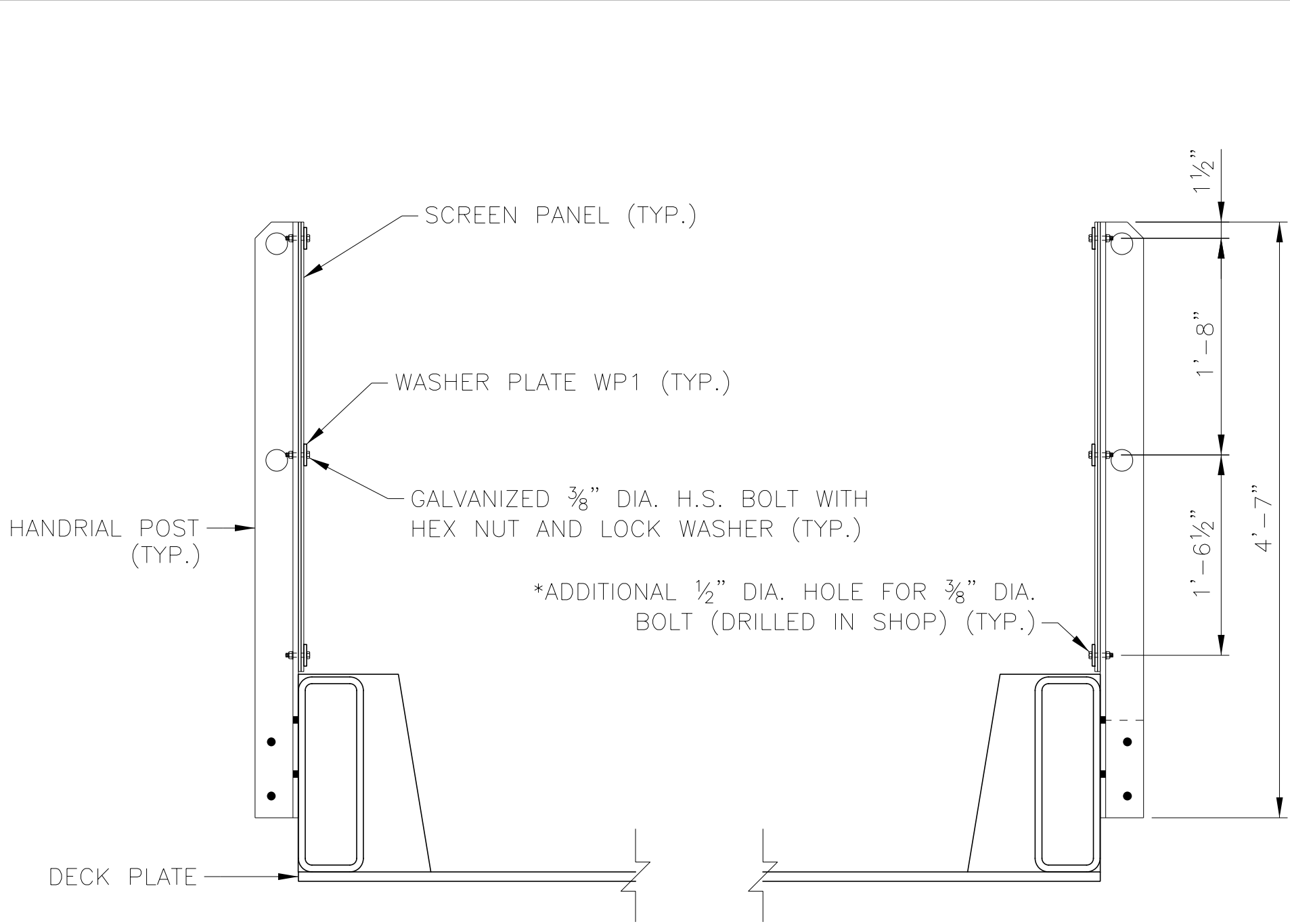


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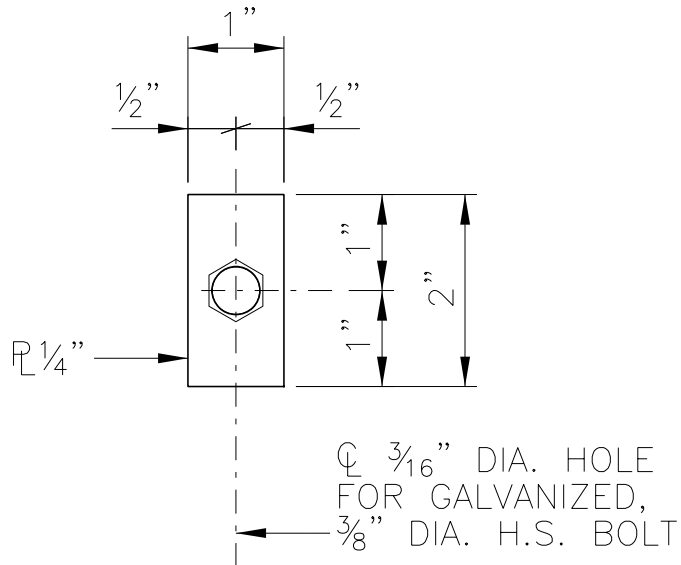
ALEXANDRIA STATION AND  
BRIDGE IMPROVEMENTS

COMMONWEALTH AVE  
BALLAST RETENTION DETAILS

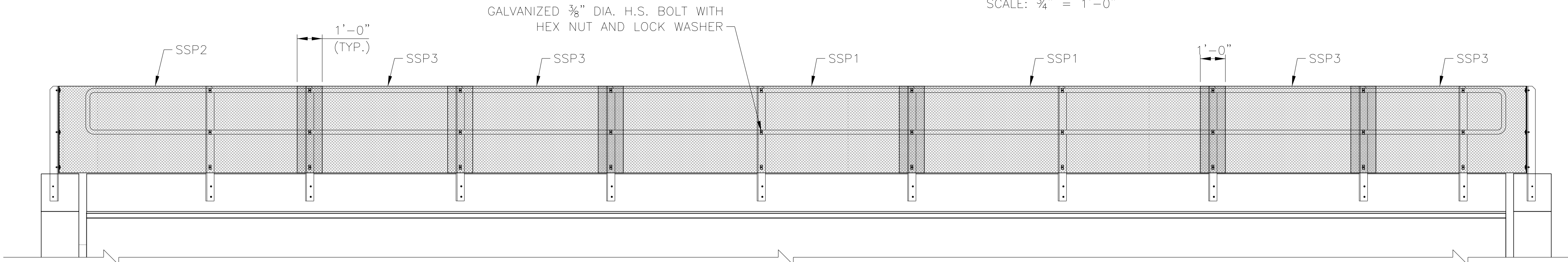
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DRAWING NO:	S3-526
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SHEET NO:	223 OF 387



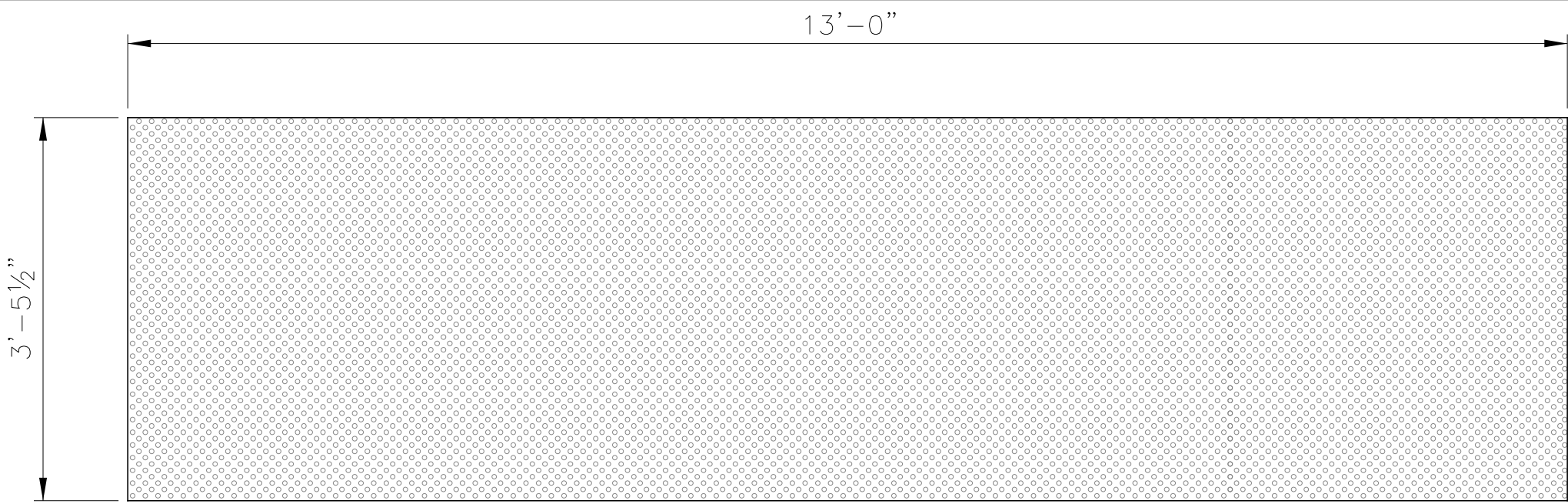
BALLAST RETENTION SECTION  
SCALE: 1" = 1'-0"  
BALLAST AND TIES NOT SHOWN



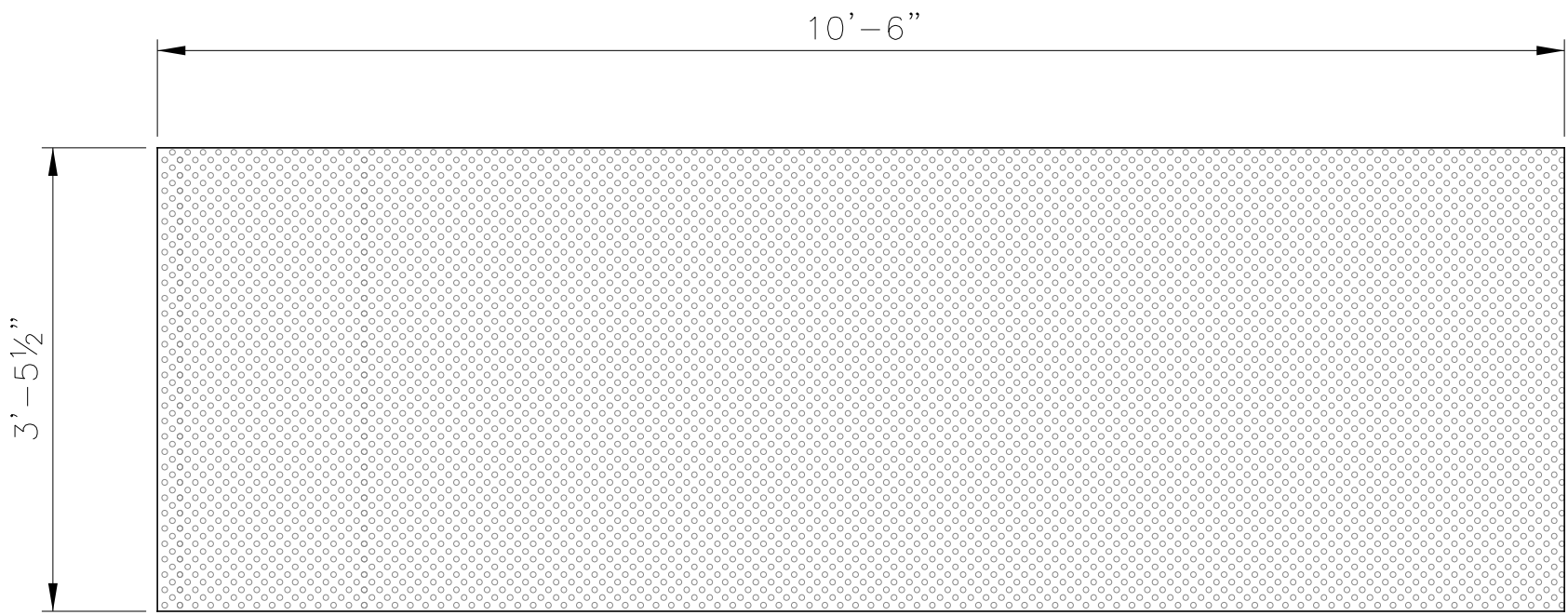
WASHER PLATE - WP1  
SCALE: 6" = 1'-0"



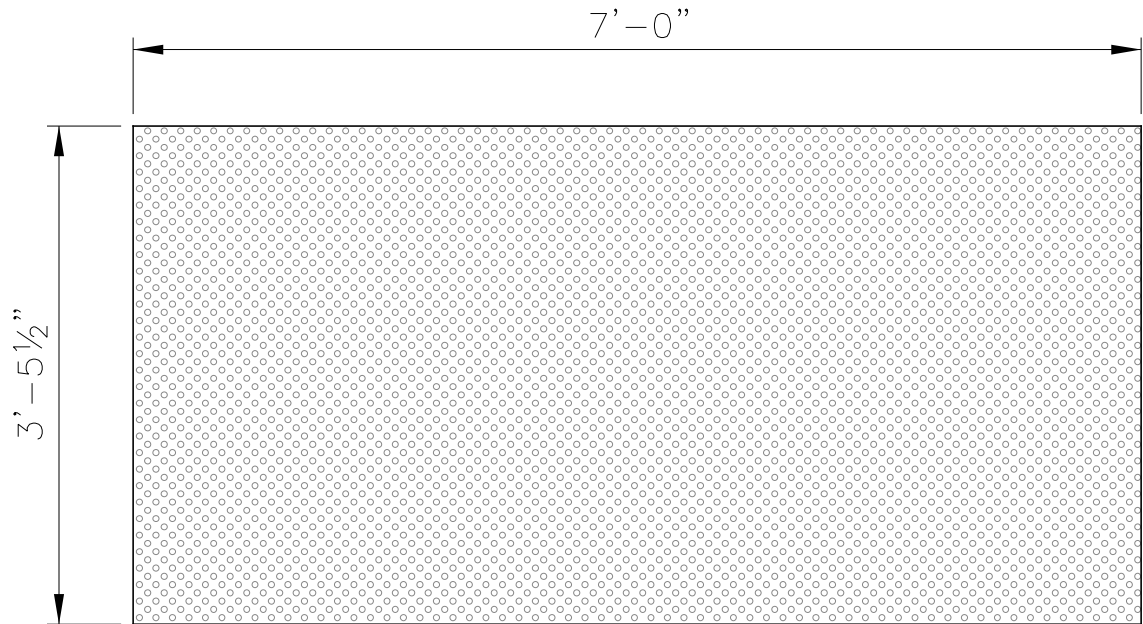
BALLAST RETENTION ELEVATION  
SCALE: 3/8" = 1'-0"



SCREEN PANEL - SSP1  
SCALE: 3/4" = 1'-0"



SCREEN PANEL - SSP2  
SCALE: 3/4" = 1'-0"



SCREEN PANEL - SSP3  
SCALE: 3/4" = 1'-0"

NOTES

- PERFORATED SCREEN PANELS MAY BE SHIFTED SLIGHTLY TO ALIGN STANDARD OPENINGS WITH EXISTING HOLES ON HANDRAIL POST.
- PERFORATED SCREEN PANELS MAY BE TRIMMED IF REQUIRED BY FIELD CONDITIONS.
- SCREEN PANELS SHALL BE PERFORATED METAL - GALVANIZED STEEL, 1/8" THICK, WITH 1/2" ROUND HOLES ON 1 1/4" STAGGERED CENTERS (OR APPROVED ALTERNATIVE).
- IF EXISTING PERFORATED HOLES DO NOT ALIGN WITH EXISTING HOLES IN THE HANDRAIL POST, FIELD REAMING OF THE PERFORATED HOLES WILL BE REQUIRED.

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CHAIRMAN, PLANNING COMMISSION	
DATE RECORDED	
DATUM: (HZ) NAD 83 (VT) NAVD 88	INSTRUMENT NO. DEED BOOK NO. PAGE NO.

## **PART 6**

# **TECHNICAL SPECIFICATIONS**

# **ALEXANDRIA STATION IMPROVEMENTS AND KING STREET AND COMMONWEALTH AVENUE RAIL BRIDGE REPLACEMENT PROJECT**

## **STRUCTURAL STEEL PROCUREMENT**

### **TECHNICAL SPECIFICATIONS**

**IFB No.: 01-002-25-0001**

**March 12, 2025**

# Table of Contents

PART 1 – GENERAL..... 3

1.1 DESCRIPTION..... 3

PART 2 - MATERIAL..... 3

2.1 STRUCTURAL STEEL ..... 3

2.2 FASTENERS & MISCELLANEOUS STEEL COMPONENTS ..... 3

2.3 BEARINGS..... 3

2.4 BRIDGE WALKWAYS AND HANDRAILS ..... 4

2.5 STRUCTURAL COATINGS..... 5

2.6 HANDLING,STORING MATERIALS AND SHIPPING ..... 5

PART 3 - SUBMITTALS ..... 6

3.1 SUBMITTALS..... 6

3.2 CERTIFICATIONS ..... 8

PART 4 - EXECUTION..... 8

4.1 FABRICATION ..... 8

4.2 SHOP TESTING AND INSPECTION ..... 10

4.3 SHOP ASSEMBLY PRIOR TO STORAGE ..... 10

ATTACHMENT 1 – STRUCTURAL COATING SPECIFICATIONS

# Structural Steel Specifications

## **PART 1 – GENERAL**

### **1.1 DESCRIPTION**

- A. This section covers the specifications for IFB No.01-002-25-0001. The procurement includes the fabrication of structural steel, deck plates, bearings, and handrails, or walkways.
- B. VPRM has provided complete designs based on the current edition of the American Railway Engineering and Maintenance of Way Association (AREMA) "Manual for Railway Engineering" Chapter 15 - Steel Structures and the AREMA Guidelines for the Design of Steel Railroad Bridges for Constructability and Fabrication.
  - 1. Dead Load - Weight of rail, other track materials, ties, ballast (including 6" future ballast), steel deck, waterproofing, walkway, utilities, and other miscellaneous fixtures.
  - 2. Live Load - Superstructure: Cooper E-80/Alternate loading substructure
  - 3. Impact – Applicable Percentage OFR Rolling Equipment without Hammer Blow.
  - 4. Fatigue – Per AREMA 15-1.3.13 Fatigue
  - 5. Wind Load – Per AREMA 8-2.2.3, 15-1.3.7 and 15-1.3.8 as required.

## **PART 2 - MATERIAL**

### **2.1 STRUCTURAL STEEL**

- A. Structural steel, unless otherwise specified, shall be in accordance with the current AREMA recommendations and as specified in the Contract Documents and conform to the following:
  - 1. Rolled Steel and Built-Up Steel members shall be ASTM A709, Grade 50.
    - a. Toughness – Shall be T2 for non-fracture critical members or F2 for fracture critical members.
    - b. Plate flanges shall not exceed 3 inches in thickness, unless otherwise noted.

### **2.2 FASTENERS & MISCELLANEOUS STEEL COMPONENTS**

- A. Steel Embeds / Studs / Threaded Rods
  - 1. Embedded steel plate shall be ASTM A36 or A709, Grade 36, or greater.
  - 2. Studs shall be C1015, C1017 or C1020 cold drawn steel conforming to ASTM A108.
  - 3. Threaded Rods/Inserts shall conform to ASTM A706 grade 60 specifications.
- B. Bolts/Nuts/Washers
  - 1. High Strength Bolts shall meet the current requirements of ASTM F3125 Specifications, with Grade in accordance with project plans.
  - 2. Nuts shall meet the current requirements of ASTM A563 Specifications.
  - 3. Washers shall meet the current requirements of ASTM F436 Specifications.

### **2.3 BEARINGS**

- A. All bearing and anchorage device material shall be in accordance with AREMA Chapter 15, Part 5.

- B.** Disc bearing assemblies shall be designed by the Manufacturer for E80 loading and as shown in the contract documents. The minimum horizontal load capacity of the bearing shall be a minimum of 10% of the vertical capacity. Polytetrafluoroethylene (PTFE) sliding surfaces for expansion bearings are designed to translate by the sliding of a PTFE surface across a smooth hard mating surface of stainless steel. The maximum coefficient of friction within the range of loads and service temperatures shall be 0.03. The finished PTFE sheet shall be 1/8 inch (3 mm) to 3/16 inch (5 mm) thick. The PTFE sheet shall be recessed according to Article 18.5.3.2 Div. II of the AASHTO Standard Specifications for Highway Bridges
- C.** Disc bearing assembly design, materials, shop drawings and documentation, fabrication, testing and acceptance, packaging, and installation shall be in accordance with the contract documents as well as AREMA Manual for Railway Engineering and the AASHTO Standard Specifications for Highway Bridges, 17th Edition. The disc bearing assembly manufacturer shall supply the complete disc bearing assembly, including, but not limited to, disc bearing, sole plate, guide bars, slider plate, masonry plate, the preformed masonry pads, and the anchor bolts.
- D.** Stainless steel mating surfaces shall conform to ASTM A 240/A 240M Type 304. The mating surface shall be a minimum No. 8 mirror finish. The minimum thickness of the stainless-steel plate shall be 16 gauge. The PTFE sheets shall be manufactured from pure virgin (not reprocessed) unfilled PTFE resin.
- E.** Guiding arrangements shall have PTFE to stainless steel sliding surfaces. The structural element (disc) in disc bearing assemblies shall be new and unused polyether urethane, with no reclaimed material incorporated into the finished disc bearing assembly and shall be in accordance with Article 14.6.8.2 of the AASHTO Standard Specifications for Highway Bridges and tested according to ASTM D 2240. shall be of steel of sufficient strength to carry E80 loading.
- F.** Disc bearing assemblies shall consist of a polyether urethane structural element (disc) confined by upper and lower steel bearing plates. The disc bearing assembly shall be equipped with a shear restriction mechanism to prevent lateral movement of the disc. Disc bearing assemblies shall adequately provide for the thermal expansion and contraction, rotation, camber changes, and creep and shrinkage of structural members. Disc bearing assemblies shall be supplied as guided expansion or fixed bearings as designated on the contract documents. The supplier shall meet Article 18.7.4.8 Div. II of the AASHTO Standard Specifications for Highway Bridges and be approved by the Contracting Authority. Sliding bearings shall be stiff in shear (i.e.) negligible shear displacements shall occur within the load-bearing element).

## **2.4 BRIDGE WALKWAYS AND HANDRAILS**

- A.** Walkway grating shall be rectangular welded grating made of ASTM A1011 steel, hot-dip galvanized after fabrication. Bearing bars shall be 1½ inches by 3/16 inch at 13/16 inches centers and twisted square bars at 4 inch centers, or as specified in the contract plans.
- B.** Rails:
  - 1. 1½ inch diameter, Schedule 40, ASTM (either 53 or 500) steel pipe. Splice connectors for railings shall be Schedule 40 pipe of the diameter shown on the plans.
  - 2. 2. ¾ inch messenger cable.
- C.** Posts: L 4 x 4 x ½ steel angles, ASTM A36 conforming to Section 070125 of these Specifications, or as shown on the plans.
- D.** Fittings: Elbows, T-shapes, wall brackets, escutcheons shall be ASTM A36 steel, or as shown on the plans.
- E.** Mounting: brackets, base flanges for horizontal surfaces, and angled base flanges for stair stringers and ramps shall be ASTM A36 steel or as shown on the plans.
- F.** Hardware: Hardware shall conform to Section 2.2 of these Specifications, or as shown on the plans. No pop rivets, sheet metal screws, or self-tapping screws permitted. No glued or welded

connections permitted.

- G. All Handrail materials shall be hot-dip galvanized after fabrication.
- H. Fabricate components with joints tightly fitted and secured. Provide mechanical fittings to accommodate site assembly and installation.
- I. Provide anchors, brackets, and base flanges required for mounting and anchoring railings and walkways.
- J. Exterior components – drill condensation drainage holes at bottom and low point of members at locations that will not encourage water intrusion.
- K. Make exposed joints butt-tight, flush, and hairline. Ease exposed edges to small uniform radius.
- L. Accommodate for expansion and contraction of members without damage to connections or members

## **2.5 STRUCTURAL COATINGS**

- A. All structural steel shall be shop painted using the included Structural Coating Specifications for painting shop-fabricated bridge steel (Attachment 1).
- B. Handrails shall be hot dip galvanized using the included Structural Coating Specifications for painting shop-fabricated bridge steel (Attachment 1).

## **2.6 HANDLING,STORING MATERIALS AND SHIPPING**

- A. Handling: All material shall be handled in a manner which will prevent members from being distorted or damaged. Stored material shall be supported securely. Material shall be placed on level platforms, skids, or other supports above the ground and shall be kept clean and properly drained to prevent corrosion. Girders and beams shall be supported on skids placed near enough together to prevent damage from deflection.
- B. Fracture Critical Members: For those members designated as fracture critical members (FCMs), the following shall apply:
  - 1. Extraordinary care shall be taken in the handling of FCMs. Lifting dogs, tongs, grips, chains, cables, or other lifting devices placed in direct contact with the FCM which may gouge, scratch, score, scrape, or otherwise damage the surface, edges or corners of FCMs shall not be used.
  - 2. Procedures for handling FCMs using lifting straps, timber cushions or other protective devices shall be developed, submitted to VPRA, and receive written approval before handling any material for or members designated as FCM.
- C. Shipping: All materials shall be carefully loaded to avoid damage in transit and in accordance with the following:
  - 1. Girders shall be shipped to a ½ mile radius of 110 Callahan Dr, Alexandria, VA 22314
  - 2. Four (4) distinct deliveries may be required. One each for half span over King St (2 deliveries) and Commonwealth Ave (2 deliveries)
  - 3. Girders shall be shipped in an upright position and adequately blocked and braced to prevent damage during shipping. The Fabricator shall submit girder loading diagrams to VPRA for approval at least one-month prior to the anticipated shipping date. These diagrams shall include proposed blocking, bracing, and tie-down details. VPRA shall not be liable for damage to the steel during shipment or any other property during transport to the Fabricator's storage yard.
  - 4. Members weighing more than 3 tons shall have the weight marked thereon.
  - 5. Members shall have approved construction splices as appropriate to ship under all USDOT

and State DOT (including all States along the delivery route from the Fabricator's storage yard to the K&C Bridges Project site in Alexandria, Virginia) weight and size requirements.

## **PART 3 - SUBMITTALS**

### **3.1 SUBMITTALS**

**A.** Submittals: The Fabricator shall prepare and deliver technical submittals for review and approval of VPRA no later than 90 calendar days from VPRA's limited NTP. All submittals must be approved before related work may begin. Listed below are submittals required for this item of work; additional submittals may be required due to site conditions or the nature of the work. In order to maintain correspondence records, each submittal shall be assigned a submittal number and transmittal number for use by the Fabricator and VPRA. Rejection of a procedure or the correction of shop drawings will not be considered a cause for delay.

**1.** Preconstruction/Prefabrication Submittals:

- a. Mill Certifications
- b. Fabrication (shop) drawings
- c. Welder certifications
- d. Welding Inspector certifications
- e. Non-Destructive Tester certifications
- f. Material Cut Sheets
- g. Fabricator Quality Control Plan
- h. Element Loading diagram
- i. FCM handling procedures
- j. Heat straightening procedures, in accordance with FHWA-IF-99-004, including but not limited to: Identification of heating region for repair, heating patterns and parameters, constraint plan and jacking configuration design, and estimate of number of heating cycles required.
- k. Progressive Girder Shop Assembly Plan
- l. Inspections and Testing Plan
- m. Storage yard layout plan of completed structural elements.

**B.** Shop Drawings and 3D CAD Models: Fabricator shall furnish one (1) complete electronic copy of detailed shop drawings for approval no later than 90 calendar days from VPRA's limited NTP. By approving and submitting shop drawings, the Fabricator thereby represents that all field construction criteria, materials, catalog numbers and similar data have been determined and verified and that the shop drawings have been checked and coordinated with the requirements of the work and of the contract documents. After approval of shop drawings, the Fabricator shall supply VPRA with one (1) complete electronic set of reproducible approved drawings.

**1.** Before submitting a Shop Drawing, Fabricator shall do the following:

- a. Review and coordinate the Shop Drawing with the requirements of the Contract Documents.
- b. Determine and verify all measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal, and the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Fabricator's obligations.



- c. Confirm that the Submittal is complete with respect to all related data included in the Submittal.
  - d. Each Shop Drawing must bear a stamp or specific written certification that Fabricator has satisfied its obligations under the Contract Documents with respect to Fabricator's review and approval of that Submittal.
  - e. With each Shop Drawing, Fabricator shall give VPRA specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice will be set forth in a written communication separate from the Submittal, and, in the case of a Shop Drawing, by a specific notation made on the Shop Drawing itself.
  - f. Submittal Procedures for Shop Drawings: Fabricator shall label and submit Shop Drawings and Samples to VPRA's Designated Representative for review and approval in accordance with the accepted Schedule of Submittals. VPRA will provide Fabricator access to VPRA's PMIS system to submit and upload shop drawings.
  - g. Where a Shop Drawing is required by the Contract Documents or the Schedule of Submittals, any related work performed by Fabricator prior to VPRA's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Fabricator.
2. VPRA's Review of Shop Drawings
- a. VPRA will provide a timely review, no longer than 30 calendar days from submission, of Shop Drawings in accordance with the accepted Schedule of Submittals. VPRA's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  - b. VPRA's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.
  - c. VPRA's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  - d. VPRA's review and approval of a Shop Drawing will not relieve Fabricator from responsibility for any variation from the requirements of the Contract Documents unless VPRA has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. VPRA will document any such approved variation from the requirements of the Contract Documents in a Change Order.
  - e. VPRA's review and approval of a Shop Drawing, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Completion Deadlines or Contract Price, unless such changes are included in a Change Order.
  - f. Neither VPRA's receipt, review, acceptance, or approval of a Shop Drawing will result in such item becoming a Contract Document.
  - g. Fabricator shall furnish Work that complies with the requirements and commitments set forth in approved Shop Drawings
3. Resubmittal Procedures for Shop Drawings and Samples
- a. Fabricator shall make corrections required by VPRA and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Fabricator shall direct specific attention in writing to revisions other than the corrections called for by VPRA on previous Submittals.
  - b. Fabricator shall furnish required Shop Drawing Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. VPRA will record VPRA's time for reviewing a third or subsequent resubmittal of a Shop Drawing,

and Fabricator shall be responsible for VPRA's charges for such time. VPRA may impose a set-off against payments due Fabricator to secure reimbursement for such charges.

- c. If Fabricator requests a change of a previously approved Shop Drawing, Fabricator shall be responsible for VPRA's charges or its review time, and VPRA may impose a set-off against payments due Fabricator to secure reimbursement for such charges, unless the need for such change is beyond the control of Fabricator.

**C. Fabricator's Quality Control Program**

1. The Fabricator's Quality Control Program shall include the fabricator's plan for performing tests and documentation tasks to meet the requirements of the Contract Documents. This document shall describe the policies, plans, procedures, and the Fabricator's organization, as well as their suppliers and subfabricator's roles and responsibilities necessary to ensure quality, and shall cover all materials furnished, equipment, workmanship, and fabrication, including work by all Subfabricators, to be performed under the Contract and shall be a document signed by the Fabricator's executive management representative.
2. The Fabricator shall be responsible for their suppliers and SubFabricator's compliance with the approved Fabricator's Quality Control Program
3. If VPRA determines that the Fabricator's Quality Control Program and/or its administration are deficient in the identification and correction of Nonconforming Work, VPRA will issue a Nonconformance Report (NCR), in writing, identifying the specific deficiencies and require the Fabricator to develop a corrective action to be approved by VPRA. The Fabricator's corrective actions shall not be cause for extension of time to the Contract or additional compensation to the Fabricator. The Fabricator shall correct all deficiencies in the NCR pursuant to the agreed upon corrective action.

**D. Submittal Review:** Approval by VPRA is only for the purpose of confirming compliance with the contract plans and specifications. Approval shall not relieve the Fabricator from responsibility for correctness, quantity, and quality, nor for completeness of Work in accordance with the plans and specifications.

**E. Schedule:** Monthly schedule shall be submitted to VPRA for approval and compliance with fabrication and delivery deadlines specified in the Contract.

### **3.2 CERTIFICATIONS**

**A.** Fabricator shall be certified as Bridge Fabricator- Intermediate (or) Advanced under the AISC Quality Certification Program.

## **PART 4 - EXECUTION**

### **4.1 FABRICATION**

**A. Commencement:**

1. No fabrication Work shall commence until such time as VPRA has issued an NTP for fabrication, which is conditioned upon (a) approval of Shop Drawings and Samples; and (b) VRE issuing a notice to proceed to its contractor on the VRE-led K&C Bridges Project.

**B. General:**

1. All fabrication shall be in accordance with the AREMA Manual for Railway Engineering, Chapter 15, Part 3 – Fabrication, including recommendations for Fracture Control Plan per AWS D1.5 for all members and components designed as fracture critical and the AREMA Guidelines for the Design of Steel Railroad Bridges for Constructability and Fabrication.
2. The Fabricator shall notify VPRA of the scheduled date for beginning fabrication and shall not

begin fabrication until VPRA has approved commencement of fabrication and necessary quality assurance inspections are scheduled and performed.

3. VPRA may arrange for inspection by an independent inspection firm under a separate contract. The Fabricator shall provide access to the Fabricator's Quality Control Program and review their Quality process on site.
4. Shop assembly of all structural steel is required to ensure proper fit and alignment of the steel members. All members shall be match marked with the use of steel punches, and markings shall ensure traceability to mill heat numbers and shop drawings.
5. All steel material that requires cutting shall be cut with either a mechanically guided burner or a cut-off saw. At no time will freehand flame cutting or freehand sawing with a handheld saw or mechanically operated handheld saw be allowed. The surfaces shall not be rougher than ANSI B46.1 surface texture of 1000.
6. Plumb and true vertical and horizontal members to a tolerance of  $\pm 1/8"$  in 10 ft.
7. Fabricate details and connection assemblies in accordance with drawings and specifications, with projecting corners clipped and filler pieces welded flush.
8. All material shall be straight and free from sharp kinks or bends. Any steel material exhibiting such deficiencies shall be the cause for rejection of the material. The straightening of the material is not acceptable.
9. Bearing surfaces shall be cleaned of all dirt, loose rust and mill scale, grease, and paint just before the members are assembled. Wire brushes, scalers, solvents or flame shall be used to clean the surfaces under the direction of the VPRA.

**C. Welding:**

1. Welds and welding procedures shall be in accordance with the American Welding Society (AWS) Bridge Welding Code D1.5, current edition and all addenda to it.
2. Welded Connections:
  - a. Only submerged arc welding (SAW), shielded metal arc welding (SMAW), or flux core arc welding (FCAW) may be used. If FCAW is used, it shall be gas shielded with 71-T1 electrodes unless otherwise approved. Any other process must be approved by VPRA.
  - b. Welding electrodes for arc welding shall meet the current requirements of the AWS Bridge Welding Code. As noted above, if FCAW is used, the electrodes shall be 71-T1.
3. Critical Repair Welding:
  - a. All critical repairs of welds shall be approved by VPRA prior to beginning the repair even if the initial repair is deemed critical. Prior to performing any critical repair welding, Fabricator shall submit Written Repair Procedures to VPRA for review and approval. The repair procedures shall meet the minimum provisions of AWS D1.5 12.17.6, which includes adequately describing the deficiency and the proposed method of repair. The repair procedures shall detail the location(s) of the discontinuity in the member. The submission shall also include a Welding Procedure Specification (WPS) that shall be based on AWS D1.5 Section 3 and acceptable Procedure Qualification Record (PQR). The WPS shall include at a minimum the following:
    1. Type of material and Weld process
    2. Joint detail
    3. Position of the weld
    4. Filler metal specification AWS
    5. Electrode and manufacturer
    6. Single or multiple pass

b. VPRA shall

1. Approve both repair by welding and the repair WPS prior to start of the welding as per AWS D 1.5
2. Verify the repair weld soundness by Ultrasonic Testing (UT), Magnetic Particle Testing (MT), or other testing as required by VPRA.
3. For 1st weld repair, the TSE will perform UT as 100% of non-critical and critical full penetration welds on all fracture critical weld repairs. The TSE will perform at a minimum 25% MT on all welds.
4. If after the first weld repair an unacceptable weld is still found through testing as noted above and the Fabricator elects to repair the weld, the Fabricator will be required to submit written weld procedures as defined above. A second weld repair will be automatically deemed as a critical repair.
5. If after the second weld repair an unacceptable weld still exists, the Fabricator will be required to
  - a. Complete all submissions as noted above. VPRA will be required to approve.
  - b. A third repair (second critical). 100% UT and MT testing will be required. In addition, due to the amount of times the section has been heated, Hardness testing will be required per AWS D1.5 4.10.4.1.
  - c. If after a third weld repair, UT or Hardness testing fail to provide an acceptable result, then said girder shall be rejected and a new girder shall be fabricated.

## 4.2 SHOP TESTING AND INSPECTION

**A. General:**

1. All inspections and tests shall be identified in the Inspections and Testing Plan (ITP).
2. Welding inspection shall verify that all welds and welding procedures meet the requirements of the American Welding Society specifications, current edition, and all addenda to it.
3. All welds shall be inspected visually and by use of nondestructive testing performed by a certified NDT level 2 technician per ASNT.
4. All nondestructive testing shall be performed by the Fabricator and witnessed by VPRA's Inspector. Witnessing of weld inspection shall be done in a timely manner without disruption of normal shop operations.
5. Copies of all weld inspections and nondestructive testing reports shall be submitted to VPRA.
6. All dimensional inspections reports with all dimensions identified on the fabrication (shop) drawings.

**B. Non-destructive Testing and Inspection:**

The Fabricator shall perform the following weld inspection and testing:

1. All transverse tension groove welds in FCM members, when allowed by VPRA, shall be radiograph tested (RT) and ultrasonically tested (UT) tested 100%. In non-FCM components of FCMs, all transverse groove welds shall be RT and UT tested 100%.
2. Butt welds in both girder flanges and girder webs shall be 100% radiographed.
3. 50% of flange to web welds shall be inspected by ultrasonic inspection method.
4. 10% of all other welds shall be inspected by ultrasonic or magnetic particle procedures.
5. Deck plate to floor beam or longitudinal girder welds may be visually inspected.

#### **4.3 SHOP ASSEMBLY PRIOR TO STORAGE**

- A.** The Fabricator is responsible for fitting all the components and obtaining the final structure geometry in accordance with the Contract Documents.
  - 1. The Fabricator's details and shop drawings shall account for torsion-induced deflections for horizontally curved and skewed steel girders. The girders and diaphragms shall be detailed so that the girder webs are plumb in the no-load condition.
  - 2. Fabricator shall perform Progressive Girder Shop Assembly prior to VPRA's Acceptance of the Work. The structure is to be shop assembled, including the diaphragms, cross frames, and other components, field sections, segments, or longitudinal units (collectively define all as longitudinal segments) of the structure as agreed by VPRA in the approved Shop Drawings. Establish procedures for each structure or structure type, including consideration of incremental erection, temporary field support locations, staged construction, and final tightening of field connections. Fabricator shall submit the procedures for VPRA to review. Successive assemblies are to consist of at least one longitudinal segment of the previous assembly, repositioned as necessary for accurate alignment, and add two or more longitudinal segments at the advancing end. Each structure/item shall have individual markings/labels to ensure correct identification and traceability

## **Attachment 1**

### **Structural Coating Specifications**

#### **PART 1 – GENERAL**

##### **1.1 DESCRIPTION**

- A. This specification covers work for shop surface preparation and shop coating of new structural steel surfaces for bridges. Coatings include paints and penetrating sealers. The Fabricator shall furnish all labor, materials, plant and equipment for the satisfactory completion of the work as specified herein.

##### **1.2 ABBREVIATIONS, ACRONYMS, AND DEFINITIONS**

AISC .....	American Institute of Steel Construction
ANSI .....	American National Standards Institute
ASTM .....	American Society for Testing and Materials International
AWS .....	American Welding Society
CFR .....	Code of Federal Regulations
EPA .....	Environmental Protection Agency
MSHA .....	Mine Safety and Health Administration
NACE .....	National Association of Corrosion Engineers
NIOSH.....	National Institute for Occupational Safety and Health
NIST .....	National Institute of Standards and Technology (formerly NBS – National Bureau of Standards)
OSHA .....	Occupational Safety and Health Administration
QCS .....	Quality Control Specialist
SDS .....	Safety Data Sheet (formerly MSDS – Material Safety Data Sheet)
SPE .....	Sophisticated Paint Endorsement
SSPC .....	The Society for Protective Coatings

##### **1.3 REFERENCE STANDARDS**

- A. The most current edition of the following reference standards forms a part of this Section:
1. American Society of Testing Materials (ASTM)
    - a. ASTM A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
    - b. ASTM A143, Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel
    - c. ASTM A153, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Hardware
    - d. ASTM A384, Practice for Safeguarding Against Warpage and Distortion During Hot-Dip Galvanizing of Steel

- e. Assemblies
  - f. ASTM A385, Practice for Providing High Quality Zinc Coatings (Hot-Dip)
  - g. ASTM A780, Practice for Repair of Damage and Uncoated Areas of Hot-Dip Galvanized Coatings
  - h. ASTM B6, Specification for Zinc
  - i. ASTM B833-13, Standard Specification for Zinc and Zinc Alloy Wire for Thermal Spraying (Metalizing) for
  - j. the Corrosion Protection of Steel
  - k. ASTM D522, Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings
  - l. ASTM D1186, Standard Test Methods for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to a Ferrous Base
  - m. ASTM D4285, Compressed Air Cleanliness
  - n. ASTM D4417, Standard Test Method for Field Measurement of Surface Profile of Blast Cleaned Steel
  - o. ASTM D4541, Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
  - p. ASTM D6386, Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting
2. American Welding Society
- a. ANSI/AWS A-5.33 Specification for Alloy Wires, Cores, Wires, and Ceramic Rods for Thermal Spraying
  - b. ANSI/AWS C2.18 Guide for the Protection of Steel with Thermal Sprayed Coatings of Aluminum and Zinc and Their Alloys and Composites
3. Society of Protective Coatings (SSPC)
- a. SSPC-AB 1, Mineral and Slag Abrasives
  - b. SSPC-AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives
  - c. SSPC-SP 1, Solvent Cleaning
  - d. SSPC-SP 2, Hand Tool Cleaning
  - e. SSPC-SP 3, Power Tool Cleaning
  - f. SSPC-SP 5, White Metal Blast Cleaning
  - g. SSPC-SP 10, Near White Blast Cleaning
  - h. SSPC-SP 11, Power Tool Cleaning to Bare Metal
  - i. SSPC-PA 1, Shop, Field, and Maintenance Painting of Steel
  - j. SSPC-PA 2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
  - k. SSPC – PA Guide 3 – A Guide to Safety in Paint Application
  - l. SSPC-QP 3, Certification Standard for Shop Application of Complex Protective Coating Systems
  - m. SSPC-Vis 1 – Visual Standard for Abrasive Blast Cleaned Steel
- B. Warranty:** The Fabricator will be required to guarantee work against defective workmanship or the

use of defective materials for a period of one (1) year from the completion of the Contract.

## PART 2 – MATERIAL

### 2.1 GENERAL

- A. Paint Systems: The coating system to be applied shall be in accordance with Part 4 of this Section. The products of one coating system from a single manufacturer shall be used for shop and field coating work. Do not mix coating systems or products of different manufacturers.
- B. Color for Paint Systems: The color of the topcoat shall be Federal Standard 595 Color - FS16473 Aircraft Gray.
- C. Shop Coating - Paint System: Inorganic Zinc-Rich Primer/Epoxy Intermediate/Urethane Finish Coating System. This system shall be shop applied to all bridge surfaces designated for coating with the exception that contact surfaces of field connections shall be shop primed with inorganic zinc rich primer only. After all bridge surfaces have been primed with one coat of inorganic zinc rich primer, all field connection surfaces shall be masked off. A full coat of the epoxy intermediate shall then be applied followed by a stripe coat of that same epoxy intermediate coating to all edges, crevices, and other irregularly shaped surfaces. Following the full and stripe coats of epoxy intermediate, a full urethane finish coat shall be applied.

### 2.2 HANDLING AND STORING MATERIALS

- A. Packaging and Shipping: All coating materials shall be received at the point of use in original containers and carefully stored. All coatings to be used shall be freshly mixed and shall be ordered only a sufficient length of time in advance of its use to ensure an adequate supply being on hand at all times so as not to delay the work. Coatings shipped to the job shall arrive in sealed containers clearly marked with the type of coating and specifications controlling its manufacture. Surface damaged during shipment and handling shall be repaired using the same coating system as applied in the shop except that the Prime coat shall be repaired using an **Organic Zinc Primer** when the Primer Coat is repaired in the field.

MANUFACTURER	Organic Zinc Primer (DFT)
Carboline Company	Carbozinc 585 (3.0 to 5.0 mils per coat)
Carboline Company	Carbozinc 859 (3.0 to 5.0 mils per coat)
International	Interzinc 52 (2.0 to 3.0 mils per coat)
PPG – Protective and Marine Coatings	Amercoat 68 HS VOC (2.0 to 5.0 mils per coat)
Sherwin-Williams	Zinc Clad III HS (3.0 to 5.0 mils per coat)

- B. Modification: There shall be no modification of the coating except upon, and in accordance with, express written stipulation by an authorized representative of the coating manufacturer and with specific approval of VPRA.
- C. Storage: The coatings shall be stored at temperatures between 40° F and 110° F or the manufacturer's recommended limits, whichever are more restrictive. A permanent, automated record of storage temperatures shall be maintained and be available for the VPRA's review.
- D. Mixing of Coatings: Coatings shall be thoroughly mixed in accordance with the manufacturer's recommendations.



- E. Thinning: Thinning will be permitted when required for proper application. The type of thinner used and the amount used shall be as recommended by the coating manufacturer for the ambient conditions. Any thinner additions (quantity and type) shall be documented on the record for each batch of coating. The manufacturer's recommended pot lifetimes shall not be exceeded. Coating materials exceeding the pot life shall be discarded and any coatings applied after that limit shall be removed.

## **PART 3 - SUBMITTALS**

### **3.1 SUBMITTALS**

- A. Submittals: A minimum of 30 days prior to shop coating, the Fabricator shall submit the following for VPRA's review and acceptance. Coating application shall not commence until the submittals are accepted in writing by VPRA.
1. Shop Qualifications
  2. Quality Control (QC) Personnel Qualifications
  3. QC Program
  4. Surface Preparation/Coating Plan
  5. SSPC-QP3/AISC (SPE) Certification
  6. Work Schedule: provide initial planned schedule and submit updated schedule monthly

## **PART 4 - EXECUTION**

### **4.1 EXECUTION**

- A. Environmental Conditions: Coatings shall be applied in accordance with the environmental condition (air and surface temperature, relative humidity, and dew point) limits specified by the coating manufacturer's product data sheet. The surface of the steel shall be dry when the coating is applied. The relative humidity and ambient temperature ranges specified by the coating manufacturer for coating application shall be maintained for at least ten hours where steel is stored after coating application is complete, or longer if stipulated by the manufacturer.
1. If the relative humidity required for inorganic zinc-rich primer cannot be maintained above the manufacturer's recommended lower limit due to ambient conditions, alternate methods of ensuring proper cure may be proposed for VPRA's consideration.
- B. Shop Surface Preparation: After fabrication and before coating, all steel surfaces scheduled for coating shall be prepared and cleaned as follows.
1. Weld Spatter, Sharp Edges, Flame Cut Steel and Holes: Prior to blast cleaning, remove slag, flux deposits, and weld spatter from steel surfaces. Grind any resulting burrs, fins, or deformations smooth.
  2. Solvent Cleaning: Prior to blast cleaning, all dirt, oil, grease and other contaminants shall be removed in accordance with SSPC-SP 1, Solvent Cleaning.
  3. Abrasive Blast Cleaning: Blast cleaning of all surfaces scheduled for coating shall be performed in accordance with SSPC-SP6, Commercial Blast Cleaning.
    - a. Compressed Air Cleanliness: Use clean, dry compressed air for abrasive blast cleaning and any other operations where the compressed air supply may contact the surface being coated or the coating materials. Conduct blotter test(s) in accordance with ASTM D4285.
    - b. Abrasives: Use recycled or non-recycled (single time use) abrasives that are clean, dry and properly sized to produce the surface profile depth as specified. If recycled abrasives are used, confirm the cleanliness of the recycled abrasive on a daily basis in accordance

with SSPC-AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives. Non-recycled abrasives shall be selected in accordance with SSPC-AB 1, Mineral and Slag Abrasives. The abrasive used shall produce a dense, uniform surface profile depth of 1.5 to 3.5 mils. Grind any steel surface laminations or scabs raised by the blasting operation to a flush surface and re-clean the ground area to obtain the specified surface profile depth.

4. Field Connections, Faying, and Contact Surfaces: All faying surfaces of field connections shall be masked off after priming and shall not receive the intermediate or finish coats in the shop. The intermediate and finish coats shall be applied to the uncoated areas of field connections after field fastening is complete.
5. Application: Coatings shall be applied by either airless or conventional spray methods, except areas inaccessible to spray and small touch-up areas may be coated by brush, roller, or dauber. The inorganic zinc-rich primer shall be kept under constant agitation with a power mixer to avoid settling. The applicable recommendations of the coating and spray equipment manufacturers, as well as those of SSPC-PA 1 shall be followed for all shop coating. The applicable recommendations of the coating and spray equipment manufacturers, as well as those of SSPC-PA 1, shall be followed for all shop coating. Apply all metalized coatings using electric arc equipment acceptable to the manufacturer and in accordance with SSPC-CS. Equipment shall be consistent with environmental constraints, and provide a finish that is in compliance with the Contract Documents. When compressed air is used, provide suitable traps or separators to exclude oil and water from the air. Conduct blotter test(s) in accordance with ASTM D4285 before the start of each production shift for each compressor system in use to verify that the air supply is clean and dry. Conduct the tests in the presence of the VPRA's inspector.
- C. Thickness of Coatings: The dry film thickness of each paint coat shall be measured according to SSPC-PA 2 and comply with the ranges specified in this Section. Apply metalizing to a total thickness of 8 to 10 mils (above the surface profile). On faying surfaces, apply the metalizing to the thickness as certified for the Class B slip coefficient. Provide certification of the metalizing meeting the Class B slip coefficient.
  1. Thickness: Areas of insufficient thickness shall receive additional coating. Excessive coating thickness shall be removed and repaired according to the manufacturer's written instructions. If the thickness of the metalizing exceeds the specified maximum, advise VPRA, and as directed, remove and replace the metalizing in the non-conforming area. Methods proposed for the repair of insufficient or excessive thickness shall be accepted by VPRA prior to implementation.
  2. The dry film thickness of the epoxy stripe coat shall not be measured.
- D. Film Continuity: The applied coating shall be smooth and free of skips, misses, shadow-through, overspray, dry spray, runs, sags, and other film defects. Defective areas shall be repaired in accordance with this Section.
- E. Removal / Repair /Recoat of Damaged or Defective Coatings: This section provides for the repair of damaged or defective coatings prior to loading and shipment from the shop and the repair of all damaged coatings after field erection of the structure has been completed.
  1. Bare steel: When the damage or defect exposes bare steel, clean the surface by blast cleaning in accordance with SSPC-SP 10 or power tool cleaning in accordance with SSPC-SP 11.
  2. When the damage or defective coating system does not expose the underlying steel, clean the surface in accordance with SSPC-SP 3 to remove the defective material and loose paint and re-apply the affected coats. Proper work practices and controls should be used when disturbing potential lead based paint or ACM.
  3. For all repairs, roughen the existing coating in the overcoat area around the perimeter of the repair to ensure good adhesion of the repair material to the underlying coating system. Feather the surrounding coating system to expose a minimum of ½ inch of each coat and to provide a smooth transition from the repair area to the existing coating.

4. After cleaning is complete, solvent clean all areas in accordance with SSPC-SP 1 prior to coating. Ensure proper disposal of solvent rags in accordance with all applicable federal, state and local regulations
- F. All non-painted surfaces shall be treated with temporary corrosion protectors such as multipurpose grease prior to storage.

#### **4.2 SHOP INSPECTION & TESTING**

- A. Shop Qualifications: The shop performing the surface preparation and coating work shall possess AISC Sophisticated Paint Endorsement or SSPC-QP 3 certification. Evidence of current qualifications shall be provided. Metallizers shall have completed a minimum of three structural steel metalizing projects.
- B. Quality Control (QC) Personnel Qualifications:
  1. Shop QC Manager: Personnel managing the shop Quality Control program(s) for this work shall possess a minimum classification of SSPC BCI certified, or NACE Coating Inspector Level 2-Certified, or shall provide evidence of successful inspection of three projects of similar or greater complexity and scope that have been completed in the last two years. Copies of the certification and/or experience shall be provided.
  2. Shop QC Inspector: The personnel performing the QC testing and inspection shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided. The QC personnel shall not perform any hands-on surface preparation or coating activities. For metalizing, the Fabricator shall provide an on-site Independent Quality Control Specialist (QCS) who shall function as a metalizing inspector. The QCS shall have a minimum of five years of metalizing experience and SSPC BCI Level 1 or NACE Certified Level 3, or other related certification as accepted VPRA. The QCS shall not be a foreman or member of the Fabricator's production staff.
- C. Quality Control Program shall provide a list and description of instrumentation that will be used, a description and frequency of the QC tests and inspections that will be performed (including those required for field touch-up work), procedures for correcting unacceptable work, and quality control documentations form(s) that will be completed daily.
  1. Galvanizing – Inspection and testing of hot-dip galvanized coatings shall be done in accordance with the guidelines provided in the American Galvanizers Association publication Inspection of Products Hot-Dip Galvanized After Fabrication. Testing shall include visual examination and tests in accordance with ASTM A123 and ASTM A153 as applicable, to determine the thickness of the zinc coating on the metal surface. The galvanizer shall furnish a notarized Certificate of Compliance with the ASTM standards listed in this Section. The Certificate must be signed by the galvanizer and contain a detailed description of the material processed and information as to the ASTM standard used for the coating.
- D. Inspections and Testing General Provisions
  1. The Contract Documents specify required inspections and tests. VPRA shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Work at Fabricator's facility, and at the Point of Destination. Fabricator shall allow VPRA a reasonable time to perform such inspections or tests.
  2. If as the result of any such specified testing the Work is determined to be non-conforming, then Fabricator shall bear the travel, lodging, and subsistence expenses of VPRA's representatives, and all expenses of re-inspection or retesting.
  3. Fabricator shall provide VPRA timely written notice of the readiness of the Work for all inspections, tests, or approvals which the Contract Documents specify are to be observed by VPRA prior to storage.

4. VPRA will give Fabricator timely notice of all specified tests, inspections, and approvals of the Work which are to be conducted at the Point of storage, and a representative of Fabricator will attend such tests, inspections, and approvals.
5. VPRA will give Fabricator prompt notice, on the basis of inspections or testing, if the Work appears to be conforming or non-conforming. If the Work appears to be non-conforming, VPRA will advise Fabricator of the remedy VPRA elects under the provisions of Contract. See, too, Section 4.2.(E) below.
6. Neither payments made by VPRA to Fabricator prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of Nonconforming Work, or prejudice VPRA's rights under the Contract.
7. VPRA will visually inspect the Work upon storage solely for purposes of identifying the Work, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Work that, as a result of subsequent inspections and tests, is determined to be non-conforming.

**E. Nonconforming Work and Special Services**

1. If on the basis of inspections and testing prior to storage, or at any time after VPRA has acknowledged receipt of delivery and before the expiration of the Contract, the Work is found to be non-conforming, then Fabricator shall promptly, without cost to VPRA and in response to written instructions from VPRA, (a) either correct such Nonconforming Work, or (b) if Work is rejected by VPRA, remove and replace the Nonconforming Work with conforming Work, including all work required for reinstallation.
2. VPRA's Rejection of Nonconforming Work
  - a. If VPRA elects to reject the Work in whole or in part, VPRA's notice to Fabricator will describe in sufficient detail the non-conforming aspect of the Work.
  - b. Fabricator shall bear all costs, losses, and damages attributable to the removal, replacement, reinspection, and retesting of the Nonconforming Work.
  - c. Upon rejection of the Work, VPRA retains a security interest in the Work to the extent of any payments made and expenses incurred in their testing and inspection.
  - d. Remedying Nonconforming Work: If VPRA elects to permit the Fabricator to modify the Work to correct the non-conformance, then Fabricator shall promptly provide a schedule for such modifications and shall make the Work conforming within a reasonable time.
  - e. VPRA's Acceptance of Nonconforming Work: Instead of requiring correction or removal and replacement of Nonconforming Work discovered either before or after final payment, VPRA may accept the Nonconforming Work. Fabricator shall bear all reasonable costs, losses, and damages attributable to VPRA's evaluation of and determination to accept such Nonconforming Work.
  - f. Fabricator Obligations: Fabricator shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the Nonconforming Work. Fabricator's obligations will include the costs of the correction or removal and replacement of the Nonconforming Work and the replacement of property of VPRA and others destroyed by the correction or removal and replacement of the Nonconforming Work.
  - g. If VPRA asserts that Work is non-conforming and such Work is determined to be conforming, or if VPRA rejects as Nonconforming Work that is later determined to be conforming, then Fabricator shall be entitled to reimbursement from VPRA of costs incurred by Fabricator for inspecting, testing, correcting, removing, or replacing the conforming Work, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and

all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Work.

- F.** Surface Preparation / Coating Plan: The surface preparation/coating plan shall include the methods of surface preparation and type of equipment to be utilized for shop surface preparation and shop coating and field touch-up surface preparation and coating. The plan shall include the manufacturer's product data sheets and Safety Data Sheets (SDS) for the products to be applied.
- G.** Shipping of Shop Coated Steel: Fabricated steel shall not be loaded for shipment to the storage site until the shop coating is cured for handling and the steel and coating has been inspected and approved by VPRA. All coating work shall be completed before the steel has been loaded for shipment. Extreme care shall be exercised in handling the steel in the shop and in preparation for shipping. Coated steel shall not be moved or handled in the shop until sufficient drying and curing time has elapsed to prevent handling damage. During shipping, the steel shall be insulated from binding chains by softeners approved by VPRA. Hooks and slings used to hoist the steel shall be padded. Steel shall be stacked and spaced in such a way that no rubbing will occur during shipment that could damage the coating system.
- H.** Workmanship and Finish - Surface finish shall be smooth, free from runs and uniform in appearance. Metalized or thermal spray coatings shall be adherent, continuous and reasonably smooth. It shall be free from imperfections such as blisters, cracks, or uncoated areas, substrate burnishment or black spots adhering to the coating, or other imperfections not consistent with good commercial Thermal Spray practice.

## **PART 7**

# **SAMPLE CONTRACT**

**CONTRACT**  
**Contract Id No. 01-002-25-0001**

This Contract, dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, is made and entered into between the VIRGINIA PASSENGER RAIL AUTHORITY, a political subdivision of the Commonwealth of Virginia ("VPRA") and \_\_\_\_\_, a [specify entity type (e.g., limited liability company, corporation, etc.)], organized under the laws of [specify state], and authorized to transact business in the Commonwealth of Virginia ("Contractor").

**W I T N E S S E T H:**

**WHEREAS**, pursuant to its enabling legislation (Va. Code § 33.2-287 *et seq.*), VPRA is, among other things, expressly authorized to procure goods and services and to make and enter into contracts necessary and/or incidental to the performance of its duties; and

**WHEREAS**, in accordance with its Procurement Rules, VPRA issued a solicitation for the above-numbered Contract and received bids from bidders determined to be responsive and responsible; and

**WHEREAS**, upon consideration of the bids, Contractor was determined to be the lowest responsive and responsible bidder; and

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

**1.0 ACROYNYS AND DEFINITIONS**

A list of acronyms and definitions used throughout the Contract Documents is set forth at Exhibit A. Unless specifically defined differently elsewhere within the Contract Documents, acronyms and capitalized terms shall have the meaning set forth in Exhibit A. Any acronym or capitalized term used in this Contract but not defined in Exhibit A or elsewhere in the Contract Documents, shall have the meaning generally ascribed to such terms within the industry classification associated with this Contract.

**2.0 DUTY TO COOPERATE**

VPRA and Contractor commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, so as to permit each Party to realize the benefits afforded under the Contract Documents.

**3.0 CONTRACT EXHIBITS**

The following exhibits (the "Exhibits") are attached and hereby incorporated by reference into this Contract:

Exhibit A	Acronyms and Definitions
Exhibit B	Procurement Drawings
Exhibit C	Technical Specifications
Exhibit D	General Terms and Conditions
Exhibit E	Insurance Requirements
Exhibit F	Approved Small and Diverse Business Subcontracting Plan (Form PD 60)
Exhibit G	Approved DBE Utilization Plan (Form PD 50B)

Exhibit H	Monthly Small and Diverse Business Subcontracting Utilization Report (Form PD 61)
Exhibit I	Monthly DBE Participation Report (Form PD 51)
Exhibit J	Affidavit of Final Completion
Other	

#### 4.0 CONTRACT DOCUMENTS

Each of the documents listed below (together the "Contract Documents") is an essential part of the Contract and a requirement occurring in one is binding as though occurring in all. The Contract Documents are intended to be complementary and to comprise a complete Contract. In the event of any conflict among the Contract Documents, the order of precedence is as follows:

- (a) Change Orders;
- (b) The Contract, including the Exhibits thereto and such other documents as may be incorporated by reference;
- (c) The Contractor's Bid; and
- (d) [list additional materials where applicable].

Notwithstanding anything to the contrary contained in the Contract Documents, in the event of any conflict between any Federal requirements (where applicable) and the other requirements of the Contract Documents, the Federal requirements will prevail, take precedence, and be in force over and against any such conflicting provisions.

#### 5.0 CONTRACT REPRESENTATIVES; NOTICES

The respective points of contact for the parties (each a "Designated Representative") and related contact information, including the places for delivery of notice, are as designated below:

**For VPRA:**

Virginia Passenger Rail Authority  
Attn: Adeel Mysorewala PE  
1800 Diagonal Road, Suite 300  
Alexandria, VA 22314  
Phone: (804) 910-2365 (C)  
Email: [adeel.mysorewala@vpra.virginia.gov](mailto:adeel.mysorewala@vpra.virginia.gov)

Any notice tendered to VPRA in accordance with the Contract shall also be contemporaneously sent by electronic mail to Michael Westermann, General Counsel at: [michael.westermann@vpra.virginia.gov](mailto:michael.westermann@vpra.virginia.gov).

**For the Contractor:**

Company Name:  
Address:

Point of Contract:  
Phone:  
Email:

Notices under the Contract Documents will be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, or (d) by email,



with delivery receipt requested, to the email addresses designated in this Section 5.0 (or to such other address as may from time to time be specified in writing by the parties).

***EACH PARTY SHALL NOTIFY THE OTHER PARTY PROMPTLY OF ANY CHANGES IN THEIR CONTACT INFORMATION. UNLESS AND UNTIL NOTICE OF THE NEW ADDRESS OR POINT OF CONTACT IS GIVEN IN THE MANNER REQUIRED FOR NOTICE, A NOTICE TO SUCH PARTY IS SUFFICIENT IF GIVEN CONSISTENT WITH THE INFORMATION SET FORTH HEREIN.***

## **6.0 COMPLETION DEADLINES**

No Work shall be commenced or materials purchased until VPRA has issued a Notice to Proceed. VPRA will initially issue a limited Notice to Proceed to be followed by a Notice to Proceed for fabrication to include authorization to perform fabrication services and all remaining items of Work. Contractor shall achieve Substantial Completion by the Substantial Completion Deadline which shall be the earlier of **90 Days** from the Notice to Proceed for fabrication or the Contract Completion Deadline of **February 28, 2026**. Contractor shall achieve Final Completion of the Work within 15 Days after the date of Substantial Completion of the Work. Time is of the essence with respect to Contractor's obligations under the Contract. Contractor shall indemnify and hold harmless VPRA for any losses or damages arising from Contractor's failure to deliver the Work timely, including (without limitation) any losses or damages arising from delay claims asserted by the VRE's contractor(s) on the K&C Bridges Project due to late delivery of the Work.

## **7.0 CHANGES IN THE WORK**

Contractor shall not undertake any activity that materially changes the Work, or which materially deviates from the requirements of the Contract Documents, except as authorized by a Change Order in accordance with the provisions set forth in Section 9 of the General Terms and Conditions, attached hereto at Exhibit D.

## **8.0 COMPENSATION TO CONTRACTOR**

VPRA agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Contract Price"). Additionally, to the extent requested by VPRA, Contractor shall be compensated for storage of finished and Accepted Work at a daily rate of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

## **9.0 INVOICING AND PAYMENT**

Contractor shall be eligible to invoice for the Work at the following milestones:

- 20% upon Contractor's purchase of materials;
- 70% upon Final Acceptance; and
- 10% upon shipment.

Except for storage fees, which are addressed in Section 12 below, the procedures for invoicing and payment of the Work are set forth in Sections 10 and 11 of the General Terms and Conditions (Exhibit D). Contractor's Application for Final Payment shall be accompanied by an Affidavit of Final Completion (Exhibit J). Contractor shall attach such documents to the affidavit as are necessary to support its assertions.

## **10.0 DOMESTIC PREFERENCE**

Contractor should to the greatest extent practicable, and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

#### **11.0 NO RELIEF FOR MATERIAL COST ESCALATION**

Notwithstanding the provisions of Section 9 of the General Terms and Conditions, Contractor agrees and acknowledges that no adjustment shall be made to the Contract Price based on escalations in material costs, including those resulting from tariffs, whether known or unknown as of the Effective Date of the Contract.

#### **12.0 INSURANCE**

Contractor agrees to maintain insurance in accordance with Section 7.2 of General Terms and Conditions and the requirements and specifications set forth in the Insurance Requirements attached hereto at Exhibit E, subject to any agreed exceptions and modifications as may be granted in writing by VPRA's Director of Procurement or designee. In executing this Contract, Contractor warrants and represents that the certificates of cover age furnished to VPRA remain in full force and effect as of the Effective Date of this Contract.

#### **13.0 STORAGE AND DELIVERY**

Contractor shall comply with VPRA's requirements relative to the storage of finished and accepted Work as set forth in the Technical Specifications, attached here at Exhibit C. Contractor shall not be entitled to compensation for storage until five Days following Final Acceptance. Storage fees shall be invoiced monthly through VPRA's Project Management Information System and will be due and payable within thirty Days of proper submittal by Contractor.

Contractor shall comply with VPRA's requirements relative to shipping of finished and accepted Work as set forth in the Technical Specifications, attached here at Exhibit C. Following Final Acceptance, Contractor shall work with VPRA to coordinate delivery of the finished and accepted Work to the K&C Bridges Project site or such other location as may be designated by VPRA. Contractor may also be required to participate in coordination meetings with VRE's contractor on the VRE-led K&C Bridges Project. Unless otherwise agreed in writing, deliveries shall occur during VPRA's normal work hours on or before the delivery date(s) specified in writing by VPRA.

#### **14.0 AUTHORIZATION TO TRANSACT BUSINESS**

Contractor certifies that, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code Virginia* or as otherwise required by law, and shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. Contractor understands and agrees that VPRA may void this Contract if Contractor fails to comply with these provisions.

#### **15.0 PERFORMANCE AND PAYMENT BONDS**

  X   Contractor shall provide and maintain for the Project VPRA's standard form Performance and Payment Bonds meeting the requirements of Section 7.1 of the General Terms and Conditions (Exhibit D).

       Contractor does not need to provide a VPRA's standard Performance and Payment Bonds.

#### **16.0 SMALL, DIVERSE, AND DISADVANTAGED BUSINESS PARTICIPATION**

(a) Contractor shall be bound by its participation commitments within its approved Small and Diverse Business Subcontracting Plan (Exhibit F) and approved DBE Utilization Plan (Exhibit G), and Contractor may not make changes to its contractual small business commitments, substitute a certified

SWaM or DBE or make any other changes to the plans without the prior written approval of VPRA. Unauthorized changes or substitutions, including performing Work designated for a SWaM or DBE with Contractor's own forces, without the prior written approval of VPRA shall be a breach of the Contract. Notwithstanding the foregoing, VPRA may allow amendments to the approved Small and Diverse Business Subcontracting Plan and/or approved DBE Utilization Plan where the modification to the plan will have the effect of increasing overall certified SWaM and/or DBE utilization on the Project or where Contractor is able to evidence that a subcontractor certified as a SWaM or DBE has been terminated for cause, is unable or unwilling to perform the subcontract work, or has been decertified.

- (b) Unless otherwise directed by VPRA, Contractor shall report SWaM and DBE utilization on a monthly basis using VPRA Procurement Forms PD 61 and PD 51 (Exhibits H and I, respectively), which forms shall be included with Contractor's invoices. If a subcontractor is certified as both a SWaM and a DBE, Contractor shall report their utilization on both Forms PD 61 and PD 51 and utilization credit will be allowed under both the Small and Diverse Business Subcontracting Plan and DBE Utilization Plan, including for the same work activity.
- (c) Contractor shall maintain a record of payments to certified SWaM and DBE businesses and all other subcontractors and suppliers for Work performed. The records shall be made available to VPRA for inspection and copying upon request. Contractor shall report to VPRA any performance deficiencies with its approved Small and Diverse Business Subcontracting Plan and/or approved DBE Utilization Plan. Any notice of deficiency provided by Contractor shall include a description of the proposed corrective action to be taken by the Contractor.
- (d) Contractor has a duty to accurately report SWaM and DBE information to VPRA. A contractor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions or contractual remedies available to VPRA and other third parties.
- (e) Neither Contractor nor any of its subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.

#### **17.0 E-VERIFY COMPLIANCE**

Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's ("DHS") E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with and uses the E-Verify system for all newly hired employees. Contractor shall provide a copy of its DHS Memorandum of Understanding ("MOU") to VPRA's Designated Representative within ten (10) Business Days of Contract execution. If Contractor is not enrolled in DHS E-Verify System, it will do so within (10) Working Days of the Notice of Award and provide VPRA's Designated Representative a copy of its MOU within ten (10) Working Days of Contract execution.

#### **18.0 DEBARMENT AND ENJOINMENT**

By signing this Contract, the Contractor, certifies that the Contractor, including any officer, director, partner or owner of the Contractor, is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is Contractor a subsidiary or affiliate of any entity that is currently barred from bidding on contracts by any of the same.

#### **19.0 AVAILABILITY OF FUNDS; APPROPRIATION**

This Contract is contingent upon and subject to the availability and appropriation of sufficient state and/or federal funds. A failure by the Parties to perform any condition on its part to be performed under this Contract as a result of the failure of the General Assembly to appropriate sufficient funds, or the applicable oversight board or funding partner (e.g., FRA, FTA, etc.) to allocate sufficient funds, shall not in any manner constitute a breach or default by the Parties.

## **20.0 REPRESENTATIONS AND WARRANTIES TRUE AND COMPLETE**

All representations and warranties of Contractor in this Contract are true, accurate and complete in all material respects as of the Effective Date of this Contract.

## **21.0 COUNTERPARTS/FACSIMILE OR ELECTRONIC EXECUTION**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The facsimile or electronic transmission of the signature of any party executing this Contract on behalf of VPRA or the Contractor to the other party hereto shall constitute an original hereof.

## **22.0 EFFECTIVENESS**

This Contract shall be binding and deemed effective when executed by the final party thereto whose signature is provided for on the signature pages hereof (the "Effective Date").

## **23.0 AUTHORITY TO EXECUTE AGREEMENT**

Each individual executing this Contract represents that he or she is duly authorized to sign and deliver this Contract on behalf of the party indicated and that this Contract is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the dates set forth beside their respective signatures.

**[SIGNATURES FOLLOW ON SUBSEQUENT PAGE]**

**For: VIRGINIA PASSENGER RAIL AUTHORITY**

By, \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

Its, \_\_\_\_\_  
(title)

Dated: \_\_\_\_\_

**For: [insert company name]**

By, \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

Its, \_\_\_\_\_  
(title)

Dated: \_\_\_\_\_

## CONTRACT EXHIBITS

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Exhibit B	Procurement Drawings
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Exhibit J	Affidavit of Final Completion

## **Exhibit A**

### Acronyms and Definitions



## ACRONYMS AND DEFINITIONS

As used in the Contract to which this Exhibit A is attached and in the other Contract Documents (unless otherwise specified therein), the following acronyms and terms shall have the meanings set forth below (unless the context requires otherwise).

### A.1 ACRONYMS

AASHTO	American Association of State Highway and Transportation Officials
AISC	American Institute of Steel Construction
AMRL	AASHTO Materials Reference Laboratory
ANSI	American National Standards Institute
AREMA	American Railway Engineering and Maintenance Association
ARTBA	American Road and Transportation Builders Association
ASCII	American Standard Code of Information Interchange
ASTM	ASTM International; formerly American Society of Testing and Materials
CADD	Computer-Assisted Drafting and Design
CHBC	Criminal History Background Check
CFR	Code of Federal Regulations
DBE	A firm certified as a Disadvantaged Business Enterprise by either DSBSD or MWAA
DHS	U.S. Department of Homeland Security
DSBSD	The Virginia Department of Small Business and Supplier Diversity
EEO	Equal Employment Opportunity
FHWA	Federal Highway Administration
FRA	Federal Railroad Administration
MWAA	Metropolitan Washington Airports Authority.
NBIS	National Bridge Inspection Standards
NTP	Notice to Proceed
OSHA	Occupational Safety and Health Administration
PMIS	Project Management Information System
Psi	Pounds per square inch (pressure, stress)
QA	Quality Assurance
QC	Quality Control
RSC	Rigid Steel Conduit
SSI	Sensitive Security Information
SWaM	A firm certified by DSBSD as a small, women-owned, or minority-owned business or related to a small, women-owned, or minority-owned business.
U.S.C.	United States Code
USDOT	United States Department of Transportation
VRE	Virginia Railway Express

## A.2 DEFINITIONS

<b>Accept or Acceptance</b>	Formal conditional determination in writing by VPRA that a particular matter or item appears to meet the requirements of the Contract Documents.
<b>Affidavit of Final Completion</b>	The affidavit described in <u>Section 11.2</u> of the <u>General Terms and Conditions</u> .
<b>Affiliate</b>	<p>(a) Any Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, Contractor; or</p> <p>(b) any Person for which 10 percent or more of the equity interest in such Person is held directly or indirectly, beneficially, or of record by, (i) Contractor, or (ii) any Affiliate of Contractor under clause (a) of this definition.</p> <p>For purposes of this definition, the term “control” means the possession directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relation, or otherwise.</p>
<b>Amtrak</b>	The National Railroad Passenger Corporation.
<b>Applicable Standards</b>	The standards, regulations, requirements or similar that are applicable to the Work.
<b>Application for Final Payment</b>	The application described in <u>Section 11.2</u> of the <u>General Terms and Conditions</u> .
<b>Approve or Approval</b>	Formal conditional determination in writing by VPRA that a particular matter or item is good or satisfactory.
<b>As-Built Documents</b>	Documents that reflect all changes made in the drawings and specifications during the construction process, and show the exact dimensions, geometry, and location (including alignment points) of all elements of the Work completed under the Contract Documents.
<b>Bid</b>	Contractor’s Bid Form submitted in response to the solicitation for the Contract.
<b>Calendar Day</b>	Any day shown on the calendar, beginning and ending at midnight.
<b>Change Directive</b>	The meaning set forth in <u>Section 9.2.1</u> of the <u>General Terms and Conditions</u> .
<b>Change Order</b>	A written amendment to the Contract Documents.
<b>Change Order Request</b>	A written request from Contractor seeking an adjustment to a Completion Deadline and/or the Contract Price.
<b>Claim</b>	A request or demand by Contractor for (a) a Completion Deadline adjustment that is disputed (or not yet accepted) by VPRA, or (b) payment of money or damages arising from work done by or on behalf of Contractor in connection with the Contract that is disputed (or not yet accepted) by VPRA. A claim will cease to be a Claim upon resolution thereof, including resolution by delivery of a Change Order. Claims include all requests for adjustments to the Contract Price and/or Completion Deadlines.
<b>Commonwealth</b>	The Commonwealth of Virginia.
<b>Completion Deadline</b>	The time periods for performance set forth in <u>Section 6</u> of the <u>Contract</u> .
<b>Construction Documents</b>	All working drawings and samples necessary for construction of the Work in accordance with the Contract Documents. Documents include Non-Conformance Reports (NCR), monthly reports, submittals, test reports, test results, Request for Information (RFI), shop drawings, supplemental design drawings, calculations, specifications, and standards,

	materials certifications, materials receipts and bills of lading, work plans, and other official correspondence to/from Contractor, VPRA, and Subcontractors.
<b>Contract</b>	The agreement between VPRA and Contractor dated [insert] and the Contract Documents as defined in <u>Section 4.0 of the Contract</u> .
<b>Contract Completion Deadline</b>	December 1, 2026.
<b>Contract Days</b>	The total number of Days for performance of the Phase 2 Services, starting (and including) the date of issuance of the Phase 2 NTP and ending on the date of Substantial Completion.
<b>Contract Documents</b>	The meaning set forth in <u>Section 4.0</u> of the <u>Contract</u> .
<b>Contract Price</b>	The amount specified in <u>Section 8.0</u> of the <u>Contract</u> .
<b>Contractor or Fabricator</b>	[insert name]
<b>Court Order</b>	An order by a court of competent jurisdiction that enjoins or otherwise significantly restricts all or any portion of the Work.
<b>Critical Infrastructure</b>	A system or asset so vital that its incapacity or destruction would (i) have a debilitating impact on public health, safety or security; or (ii) cause significant economic harm or instability.
<b>Day or day</b>	The meaning set forth in <u>Section 2.2</u> of the <u>General Terms and Conditions</u> .
<b>DBE Utilization Plan</b>	The plan prepared by Contractor, subject to VPRA's Approval, that describes Contractor's DBE utilization commitments for the Work.
<b>Designated Representative(s)</b>	The individuals designated by the parties at <u>Section 5.0</u> of the <u>Contract</u> and any of their successors.
<b>Disadvantaged Business Enterprise</b>	A firm certified as a Disadvantaged Business Enterprise by either DSBSD or MWAA.
<b>Discrepancy</b>	The meaning set forth in <u>Section 2.4</u> of the <u>General Terms and Conditions</u> .
<b>Dispute</b>	A dispute between VPRA and Contractor that qualifies for resolution using the Dispute Resolution Process. When used in its lower case form, "dispute" shall have its plain language meaning.
<b>Dispute Resolution Process</b>	The procedures under <u>Section 14</u> of the <u>General Terms and Conditions</u> for the resolution of Disputes.
<b>Effective Date</b>	The date of execution of the Contract by the final Party thereto.
<b>Final Acceptance</b>	VPRA's Acceptance of the Work as described in <u>Section 11</u> of the <u>General Terms and Conditions</u> .
<b>Final Completion</b>	The point at which Contractor has completed all Punch List items and VPRA has made Final Acceptance.
<b>Final Payment</b>	VPRA's final payment to Contractor for the Work, with the exception of any payment that the Contract Documents contemplate will be paid by VPRA to Contractor after Final Acceptance (i.e., shipping).

<b>Force Majeure</b>	<p>An unforeseeable event beyond the control of Contractor, not due to an act or omission of the Contractor, that materially and adversely affects Contractor's ability to meet its obligations under the Contract Documents, to the extent that the event (or the effects of which event) could not have been avoided or prevented by due diligence and use of reasonable efforts by Contractor, and to the extent that such event directly and materially impacts the Work. Force Majeure shall include only the following events:</p> <ul style="list-style-type: none"> <li>(a) war;</li> <li>(b) an act of terrorism, riot, insurrection, civil commotion, or sabotage;</li> <li>(c) national strikes that specifically cause disruption to the Work;</li> <li>(d) explosion caused by an explosive device;</li> <li>(e) flood, other than that caused by an Extreme Weather Event;</li> <li>(f) a fire, tornado, sinkhole, or landslide, in each case caused by natural events;</li> <li>(g) a state of emergency (as declared by the Governor) other than an Extreme Weather Event, except one consisting of or arising out of traffic accidents;</li> <li>(h) one or more earthquakes with a moment magnitude greater than 5.0 (measured by the U.S. Geological Survey moment magnitude) with an epicenter within 100 miles of the northernmost point of the performance of the Work; and</li> <li>(i) pandemic or epidemic, in each case to the extent that it results in a delay to the supply of materials or the quarantine of workers.</li> </ul>
<b>General Assembly</b>	The legislative body of the Commonwealth.
<b>Good Industry Practice</b>	<p>As applied to the Work, the degree of skill and judgment prevailing on the Effective Date that is expected to be exercised by prudent, skilled, and experienced contractors on similar projects in the Commonwealth of Virginia, taking into consideration safety, operational requirements, level of service and lifecycle costs.</p> <p>As applied to the Professional Services, Good Industry Practice refers to the duty to exercise the degree of care and skill of those ordinarily skilled in the business providing similar services in the same or a similar location, at the same time, and under similar circumstances.</p>
<b>Governmental Approval</b>	Any approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, agreement, concession, grant, franchise, registration or ruling required by or with any Governmental Person) to perform the Work.
<b>Governmental Person</b>	Any federal, state, local or foreign government and any political subdivision of each of the foregoing, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity. The term includes the Commonwealth and agencies and subdivisions thereof, other than VPRA.
<b>Guarantor</b>	Each entity providing a Guaranty.
<b>Guaranty</b>	Each guaranty of Contractor's obligations under the Contract Documents.
<b>Holidays</b>	The days of each year set aside by legal authority for public commemoration of special events, and on which no public business shall be transacted except as specifically provided in cases of necessity. Unless otherwise noted, Holidays shall be as established in § 2.2-3300 of the Code of Virginia.
<b>Insurance Requirements</b>	The requirements which are specified in <u>Section 7.2</u> of the General Terms and Conditions and <u>Exhibit E</u> to this <u>Contract</u> .
<b>K&amp;C Bridges Project</b>	The Virginia Railway Express-led Alexandria Station Improvements and King Street and Commonwealth Avenue Rail Bridge Replacement Project in Alexandria, Virginia.

<b>Lien</b>	Any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument, and the filing of or agreement to file any financing statement or other instrument intended to perfect a security interest).
<b>Mediation</b>	The alternative dispute resolution process described in <u>Section 14.1.2</u> of the <u>General Terms and Conditions</u> .
<b>Nonconforming Work</b>	Work that does not meet the requirements of the Contract Documents.
<b>Notice of Substantial Completion</b>	Notice issued by VPRA stating that Substantial Completion has occurred.
<b>Party</b>	A party to the Contract, as identified therein.
<b>Performance and Payment Bonds</b>	The performance and payment bonds described in <u>Section 7.1</u> of the <u>General Terms and Conditions</u> and required in accordance with <u>Section 15.0</u> of this <u>Contract</u> .
<b>Person</b>	Any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization, joint venture, or Governmental Person, including VPRA.
<b>Procurement Rules</b>	The rules of procurement adopted by VPRA that govern VPRA's procurements, available at: <a href="https://vapassengerrailauthority.org/working-with-us/procurement/">https://vapassengerrailauthority.org/working-with-us/procurement/</a>
<b>Project Management Information System</b>	VPRA's PMIS, which is Kahua.
<b>Prompt Payment Law</b>	Subcontractor payment requirements under the Code of Virginia, § 11-4.6.
<b>Punch List</b>	The list of Work items that remain to be completed after Substantial Completion, which is subject to Approval by VPRA and is limited to minor incidental items of Work that have no adverse effect on the safety or operability of the Work.
<b>Quality Control ("QC")</b>	The total of all activities that are performed by the production staff of the Contractor, Subcontractors, producer, or manufacturer to ensure the Work meets the requirements of the Contract. QC may include checks; inspection of material handling and construction; calibration and maintenance of sampling and testing equipment; working plan review; document control; production process control; any inspection, sampling, and testing done for these purposes; and documentation of QC activities.
<b>Senior Representative Negotiations</b>	The alternative dispute resolution process set forth in <u>Section 14.1.1</u> of the <u>General Terms and Conditions</u> .
<b>Small and Diverse Business Subcontracting Plan</b>	The plan prepared by Contractor, subject to VPRA's Approval, that describes Contractor's SWaM utilization commitments for the Work.
<b>Stop Work Notice</b>	A formal notification by VPRA or Contractor's authorized personnel requiring Contractor to stop work partially or fully in accordance with the terms of the notice.

<b>Structures</b>	Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other man-made features.
<b>Subcontract</b>	Any subcontract to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work between Contractor and a Subcontractor, or between any Subcontractor and its lower tier Subcontractor, at any tier.
<b>Subcontractor</b>	Any Person with whom Contractor has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier.
<b>Substantial Completion</b>	The point as which the Work is sufficiently complete to allow VPRA to use the Work, or designated portion thereof, for the use for which it is intended as evidenced by VPRA's issuance of a Notice of Substantial Completion.
<b>Substantial Completion Deadline</b>	The meaning set forth in <u>Section 6.0</u> of this <u>Contract</u> .
<b>Surety</b>	Each properly licensed surety company approved by VPRA that has issued the Performance and Payment Bonds.
<b>Third-Party</b>	A Person that is not a Party to the Contract but that has approval rights or a right to provide input over the Work.
<b>Unresolved Disputes</b>	Disputes not resolved through the procedures outlined in <u>Section 14.1</u> of the <u>General Terms and Conditions</u> .
<b>Virginia Indemnitees</b>	The Commonwealth of Virginia and VPRA as defined in <u>Section 16.1.1</u> of the <u>General Terms and Conditions</u> .
<b>VPRA</b>	The Virginia Passenger Rail Authority.
<b>Warranty</b>	Contractor's warranties of the Work specified in <u>Section 5</u> of the <u>General Terms and Conditions</u> .
<b>Warranty Work</b>	Corrective Work performed or to be performed by Contractor to remedy defects or otherwise cause an element of the Work to comply with Contractor's Warranties.
<b>Work or Project</b>	All work required under the Contract Documents, including all administrative, engineering, support services, procurement, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, maintenance, documentation, and other duties and services to be furnished and provided by Contractor as required under the Contract Documents, including all efforts necessary or appropriate to achieve Final Acceptance, except for those efforts that the Contract Documents expressly state will be performed by Persons other than a Contractor.
<b>Work Product</b>	All drawings, specifications, calculations, reports, documentation, and all other deliverables required by or contemplated by the Work, as well as all underlying documents and information prepared by Contractor in the course of generating the foregoing. Work Product includes all formats in which the foregoing exists, including paper, electronic, or otherwise. Work Product shall also include all rights, title, and interest to Governmental Approvals for which Contractor applied for performance of the Work, and agreed-upon materials ordered or purchased as part of the delivery of the Work.
<b>Working Day</b>	Any Day other than Saturday, Sunday, or a Holiday.



**Exhibit B**

Project Drawings

**[To be inserted at time of Contract execution]**

## **Exhibit C**

### **Technical Specifications**

**[To be inserted at time of Contract execution]**

## **Exhibit D**

### **General Terms and Conditions**

## **GENERAL TERMS AND CONDITIONS**

### **SECTION 1: COMPLIANCE WITH LAWS, STANDARDS, AND SPECIFICATIONS**

#### **1.1 Compliance with Laws**

Contractor shall comply with all applicable Laws in its performance of the Work. Contractor shall keep fully informed of all applicable Laws that may affect the conduct of the services provided by Contractor. If any discrepancy or inconsistency is discovered between this Contract and any Law, Contractor shall immediately report such discrepancy or inconsistency to VPRA's Designated Representative in writing.

#### **1.2 Violations of Law**

If Contractor violates Laws that govern the Work, Contractor shall take prompt action to correct or abate such violation and shall indemnify and hold VPRA harmless against any fines and/or penalties that result from such violation. Contractor shall also indemnify and hold VPRA harmless against any third-party claims, suits, awards, actions, causes of action or judgments, including attorney's fees and costs incurred thereunder, that arise from Contractor's violation of Laws.

#### **1.3 Referenced Standards and Specifications**

Work that must comply with a specified standard established by reference to a described publication must comply with the latest edition or revision of that standard in effect on the date of submission of the Bid, including any amendments in effect on that date, unless otherwise specified in the Contract Documents or otherwise directed by VPRA. In the event of a conflict among any standards, criteria, requirements, conditions, procedures, specifications or other provisions applicable to the Work established by reference to a described manual or publication within a Contract Document or set of Contract Documents, the standard, criterion, requirement, condition, procedure, specification or other provision offering higher quality or better performance will apply, unless VPRA approves otherwise in writing.

#### **1.4 Standards for Approvals**

In all cases where approvals, acceptances, or consents are required from VPRA or Contractor, these approvals, acceptances, or consents may not be withheld unreasonably except in cases where a different standard (such as sole discretion) is specified, and may not be unreasonably delayed if no response time is specified. In cases where sole discretion is specified, VPRA's decision is binding and mandatory and Contractor shall have no right to an increase in the Contract Price or adjustment of a Completion Deadline, and VPRA's decision will not be subject to dispute resolution or other legal challenge.

### **SECTION 2: INTERPRETATION OF CONTRACT DOCUMENTS**

#### **2.1 Interpretation, Generally**

In the Contract Documents, where appropriate:

- (a) the singular includes the plural and vice versa;
- (b) references to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to;
- (c) the words "including," "included," "includes," and "include" are deemed to be followed by the words "without limitation";
- (d) unless the context requires otherwise, in phrases involving performance by a Person, the words "will", "must" or "shall" indicate a requirement imposed on the Person;
- (e) unless otherwise indicated, references to sections, appendices, and exhibits are to the document that contains such references;
- (f) words not otherwise defined that have well-known technical or construction industry meanings are used in accordance with such recognized meanings;

(g) references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and

(h) words of any gender include each other gender where appropriate.

The parties intend that the Contract Documents be interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.

## **2.2 Computation of Periods**

References to “days” or “Days” in the Contract Documents mean Calendar Days unless otherwise specified. Unless stated otherwise, the counting of Days shall not include the day triggering the applicable time period, but shall include the last day. For example, if a Party must respond within 3 days of receipt of notice, and notice is received on a Monday, Tuesday shall be day 1, Wednesday day 2, and Thursday day 3, with the response due on Thursday.

If the date to perform any act or give any notice specified in the Contract Documents (including the last date for performance or provision of notice “within” a specified time period) falls on a non-Working Day, the act or notice may be timely performed on the next succeeding day that is a Working Day.

## **2.3 Omission of Details**

Contractor shall not take advantage of any apparent error in the Contract Documents. If it appears that the Work to be done or any matter related to the Work is not sufficiently detailed or explained in the Contract Documents, Contractor shall request in writing from VPRA further written explanations as may be necessary and will conform to the explanation provided. Contractor shall promptly notify VPRA of any error that it discovers in the Contract Documents and must obtain specific instructions in writing from VPRA regarding any such error before proceeding with the affected Work.

## **2.4 Discrepancies**

Contractor acknowledges that, prior to the execution of this Contract, it has carefully reviewed the Contract Documents for errors, omissions, conflicts or ambiguities (each, a “Discrepancy”), and is not aware of any Discrepancies as of the execution of this Contract. If the Contractor becomes aware of a Discrepancy, the Contractor shall immediately notify VPRA’s Designated Representative of that Discrepancy in writing. VPRA’s Designated Representative shall promptly resolve the Discrepancy in writing. Contractor’s failure to promptly notify VPRA of an apparent discrepancy will be deemed a waiver of Contractor’s right to seek an adjustment of the Contract Price and Substantial Completion Deadline due to the discrepancy.

## **2.5 Legal Review**

Contractor acknowledges and agrees that it has independently reviewed the Contract Documents with legal counsel, and that it has the requisite experience and sophistication to understand, interpret, and agree to the language of the Contract Documents. If there is an ambiguity in or dispute regarding the interpretation of the Contract Documents, the Contract Documents will not be construed against the Person who prepared them; instead, other rules of interpretation shall be used.

# **SECTION 3: CONTRACTOR’S PERFORMANCE REQUIREMENTS**

## **3.1 Performance of Work**

Contractor shall provide all materials and perform all Work and services necessary to achieve Substantial Completion and Final Acceptance on or before the applicable Completion Deadlines, except for the materials, work, and services that are the responsibility of others as specifically provided in the Contract Documents. The costs of all such materials, services, and efforts are included in the Contract Price, except for changes in the Work as provided in Section 9 of these General Terms and Conditions. Without limiting the foregoing, Contractor shall perform or cause to be performed all Work consistent with the Contract Documents.

## **3.2 Performance as Directed**

Contractor shall, at all times, comply with all provisions of the Contract Documents. Contractor shall perform the Work diligently, without delay, and in compliance with VPRA’s decisions and orders, including during

the course of a dispute between the Parties. The existence of a Dispute between the Parties shall not be grounds for Contractor to stop work on any aspect of the Work

### **3.3 Management of the Work**

Contractor shall be responsible for completely supervising and directing the Work under this Contract and all Subcontractors using its best skill and attention. Subcontractors who perform Work under this Contract shall be responsible to the Contractor, and Contractor agrees that it is as fully responsible for the acts and omissions of its Subcontractors as it is for the acts and omissions of its own employees. Contractor shall manage the services provided under this Contract until all services have been completed in accordance with the Contract Documents and Final Acceptance of the Work has been achieved.

## **SECTION 4: REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Contractor represents, warrants, and covenants as follows:

### **4.1 Maintenance of Professional Qualifications**

Contractor and all Subcontractors have all required professional licenses and the professional skills, competence, and capacity to perform the Work in accordance with the requirements of the Contract Documents.

### **4.2 Feasibility of Performance**

Contractor has evaluated the feasibility of performing the Work within the Completion Deadlines specified in the Contract Documents and for the Contract Price. Contractor represents that it is feasible to perform the Work within those cost and time constraints.

### **4.3 Personnel Performing Professional Services**

Where applicable, Contractor shall ensure that the Work is performed by or under the supervision of Persons licensed to practice architecture, engineering or surveying (as applicable) in the Commonwealth. Contractor's Work shall be performed by personnel who are: (1) competent, skilled, and experienced in their respective trades or professions, (2) professionally qualified to perform the Work in accordance with the Contract Documents, and (3) able and willing to assume professional responsibility for the accuracy and completeness of the any documents that they prepare or check.

### **4.4 Authorization**

Contractor represents and warrants that it has taken all actions necessary to execute, deliver, and perform the Contract. If applicable, Contractor's members have also taken all actions necessary to execute, deliver, and perform the Contract. Contractor represents that executing and performing this Contract will not result in a material breach or a default under any other contract or legal obligation.

### **4.5 Legal, Valid, and Binding Obligation**

The Contract constitutes the legal, valid, and binding obligation of Contractor and, if applicable, of each Principal Participant of Contractor. If applicable, each Guaranty constitutes the legal, valid, and binding obligation of Guarantor.

### **4.6 False or Fraudulent Statements and Claims**

Contractor recognizes that the Virginia Fraud Against Taxpayers Act (Va. Code § 8.01-216.1. *et seq.*) applies to this Contract.

### **4.7 Covenant Regarding Brokerage**

Contractor warrants that it has not employed or retained any company or person to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than Subcontractors procured under this Contract or a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VPRA shall have the right to void this Contract without liability or, at its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.



## **SECTION 5: WARRANTIES BY CONTRACTOR**

### **5.1 Contractor warrants that:**

- (a) Title to all Work covered by a payment application will pass to VPRA no later than the time of payment and that upon submittal of a payment application all Work for which certificates for payment have been previously issued and payments received from VPRA shall be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work;
- (b) materials and equipment furnished under the Contract Documents shall be of good quality and new unless the Contract documents require or permit otherwise; and
- (c) the Work will be performed in a good and workmanlike manner, will conform to the requirements of the Contract Documents, and will be free from defects.

**5.2** Contractor agrees to correct all Work performed under this Contract which proves to be defective in workmanship, materials or not in accordance with the Contract Documents for a period of one year from the date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work. The obligations of the Contractor under this Section 5.2 are in addition to and not in limitation of any other warranty or obligation of the Contractor under this Contract

## **SECTION 6: CONTROL OF THE WORK; QUALITY MANAGEMENT**

### **6.1 Control and Coordination of Work**

Contractor is solely responsible for and has control over the means, methods, techniques, sequences, procedures, and safety for the Work. Contractor is solely responsible for coordinating all portions of the Work under the Contract Documents, subject to all requirements contained in the Contract Documents.

### **6.2 Oversight, Inspection, and Testing by VPRA and Others**

All materials and each part or detail of the Work is subject to oversight, inspection, testing, and Acceptance by VPRA and other Persons designated by VPRA. Contractor consents to this oversight, inspection, testing, and Acceptance. Upon request from VPRA, Contractor shall furnish information to the Persons VPRA designates and permit these Persons access all parts of the Work.

### **6.3 Nonconforming Work**

#### **6.3.1 Rejection, Removal, and Replacement of Nonconforming Work**

VPRA may, in its sole discretion, reject Nonconforming Work. Upon the discovery of Nonconforming Work by Contractor or VPRA, VPRA shall provide notice of its decision to Contractor and Contractor shall remove and replace rejected Nonconforming Work to ensure compliance with the requirements of the Contract Documents within ten (10) Days of VPRA's notice or, if the Nonconforming Work cannot be removed and replaced within ten (10) Days, provide VPRA with a schedule for correcting the Nonconforming Work to be Approved by VPRA. Contractor shall provide such schedule to VPRA within ten (10) Days after receipt of VPRA's notice. All work required to remove and replace the Nonconforming Work shall be undertaken at Contractor's expense and without any adjustment of the Contract Price or Completion Deadline. Contractor shall promptly take all action necessary to prevent similar deficiencies from occurring in the future.

#### **6.3.2 Acceptance of Nonconforming Work**

VPRA may, in its sole discretion, Accept any Nonconforming Work without requiring it to be fully corrected. If VPRA Accepts Nonconforming Work, VPRA will be entitled to reduce the Contract Price (or to be reimbursed a portion of the Contract Price, if applicable). The reduction in Contract Price (or reimbursement) shall equal, at VPRA's election:

- (a) Contractor's cost savings associated with its failure to perform the Work in accordance with the requirements of the Contract Documents; and/or
- (b) the amount deemed appropriate by VPRA to provide compensation for impacts to affected Nonconforming Work, such as future additional maintenance and other costs and loss of value.

## **SECTION 7: BONDS AND INSURANCE**

### **7.1 Surety Bonds**

Contractor shall maintain the performance and payment bonds in effect at all times during the performance of Work and until Final Acceptance. Contractor shall obtain the required bonds from a Surety licensed as a Surety and qualified to do business in the Commonwealth. The surety or insurance company providing the bonds must be rated AA-/Aa3 by two nationally recognized rating agencies or at least A-VII by A.M. Best and Company, be listed on Treasury Department Circular 570, and be authorized to transact the business of suretyship in the Commonwealth.

### **7.2 Insurance**

#### **7.2.1 General Insurance Requirements**

Contractor shall procure, at its own expense (or, as appropriate, cause others to procure and maintain), insurance with coverage types and limits acceptable to VPRA, as described in Exhibit E of the Contract and this Section 7 of these General Terms and Conditions (for clarity, the requirements of Exhibit E of the Contract are also deemed requirements of this Section 7 of these General Terms and Conditions), and must maintain the insurance in accordance with the requirements stated therein, or as otherwise approved by VPRA in its sole discretion. The insurance and minimum insurance limits required in this Section 7 of these General Terms and Conditions will not be deemed a limitation on Contractor's liability regarding the indemnities under this Contract.

#### **7.2.2 Evidence of Insurance**

Contractor shall provide evidence of insurance to show that it complies with all insurance requirements contained in this Section 7 of these General Terms and Conditions. VPRA reserves the right, at its sole discretion, to request a complete copy of any policy required by this Section 7.2.2 of these General Terms and Conditions.

#### **7.2.3 A.M. Best Rating**

Contractor shall obtain all insurance coverage from insurers that have an A.M. Best rating of A-VII or better, and are authorized to transact business in the Commonwealth.

#### **7.2.4 Full Force and Effect; Notice of Cancellation or Non-Renewal**

Contractor shall ensure that all required policies remain in full force and effect throughout the term of the Contract, and for any extended reporting period or continuation of coverage when required by this Contract. Contractor shall promptly notify VPRA when any policy required by this Contract is cancelled or not renewed.

#### **7.2.5 No Recourse**

Except to the extent covered by the Contract Price, VPRA will not be responsible for: (1) paying premiums or other amounts with respect to Contractor's insurance policies, or (2) paying or reimbursing Contractor for deductibles or self-insured retentions under Contractor's insurance policies.

#### **7.2.6 Primary and Non-Contributory**

For claims covered by the insurance required by this Section 7 of these General Terms and Conditions, the insurance coverage will be primary insurance with respect to the insureds, additional insureds, and their respective members, directors, officers, employees, agents, and consultants, and must specify that coverage continues notwithstanding the fact that Contractor has ceased Work under the Contract. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees, agents, and consultants shall be excess of such insurance and shall not contribute with it.

## **SECTION 8: PROJECT MANAGEMENT INFORMATION SYSTEM**

### **8.1 Document Control**

The Contractor shall be required to use VPRA's Project Management Information System ("PMIS"), to establish and maintain all electronic documents. Unless otherwise directed by VPRA, the Contractor shall use the cloud-based PMIS for submitting, managing, tracking, and controlling all transmittals, submittals, design drawings, reports, correspondence, and other pertinent documents transmitted between VPRA and the Contractor. All electronic information submitted to VPRA shall be searchable and legible to the extent practical.

### **8.2 Contractor Obligations**

In the provision of usage of the PMIS, the Contractor shall:

- use data systems, standards, and procedures with consistent naming and searching protocols, as agreed to by VPRA;
- ensure document retention for any minimum statutory period(s);
- ensure that access to the PMIS is limited to only authorized users and that it is protected from theft, damage, and unauthorized or malicious use;
- provide a mechanism (mutually agreed by both parties) for the electronic transfer of metadata along with the associated document in standard business file format for uploading into the PMIS employed by VPRA; and
- provide VPRA with written procedures and training of staff who will be required to access all relevant documents generated under the Contract.

## **SECTION 9: CHANGES IN THE WORK**

### **9.1 Change Orders**

Changes to the Contract Price or Completion Deadline may only be made by Change Order.

- 9.1.1** Requests by Contractor for a change in the Contract Price and/or Completion Deadline shall be initiated with a Change Order Request that includes all supporting documentation.
- 9.1.2** Contractor shall not be entitled to an increase in the Contract Price or an extension of a Completion Deadline with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented.
- 9.1.3** Force Majeure events may give rise to a Change Order provided Contractor establishes that such events caused Contractor to suffer a delay in its performance of the Work or increased Contractor's direct costs in performing the Work;
- 9.1.4** An adjustment in the Contract Price will be determined as follows:
  - 9.1.4.1** For changes in unit prices, by application of the unit prices to the quantities of the items involved; or
  - 9.1.4.2** To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum.
- 9.1.5** If Contractor refuses to execute a Change Order that is required to be executed under the terms of this Section 9, it will be deemed to be of full force and effect, as if fully executed.

### **9.2 Change Directives**

In its sole discretion, VPRA may issue a Change Directive.

- 9.2.1** A Change Directive will not change the Contract Price or the Completion Deadline but is evidence that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Contract Price and Completion Deadline; or, if negotiations are unsuccessful, in accordance with Section 14 of these General Terms and Conditions.

- 9.2.2** If VPRA has issued a Change Directive and Contractor believes that an adjustment in the Contract Price and/or Completion Deadline is necessary, then Contractor shall submit a Change Order Request seeking such an adjustment no later than the Substantial Completion Deadline.

### **9.3 Change Order Disputes**

If VPRA and Contractor cannot agree on the amount of the adjustments in the Contract Price and/or the Completion Deadline proposed within a Change Order issued under this Section 9 of these General Terms and Conditions, then such matters will be considered a Claim eligible for resolution under Section 14 of these General Terms and Conditions. Contractor shall continue to perform all Work, including any disputed Work, during the pendency of a Dispute concerning Contractor's entitlement to a Change Order.

## **SECTION 10: INVOICING AND PAYMENT**

### **10.1 Application for Payment**

Contractor shall submit to VPRA an Application for Payment requesting payment in accordance with the intervals/milestones set forth in the Contract. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to VPRA's reasonable satisfaction, Contractor's entitlement to receive payment

### **10.2 VPRA's Payment Obligations**

VPRA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment. Notwithstanding the foregoing, VPRA may offset from such Application for Payment any amounts owed to VPRA by Contractor pursuant to the Contract Documents.

### **10.3 Contractor's Payment Obligations**

Contractor shall promptly pay each Subcontractor, out of the amount VPRA paid to Contractor for the Subcontractor, all undisputed amounts (less any retainage and any other offsets and deductions provided in the Subcontract or by Law) due and owing under the Subcontract. In accordance with the Prompt Payment Law, payment by Contractor shall be made the earlier of (i) sixty (60) Days after the satisfactory completion of the portion of the Work for which the Subcontractor has invoiced or (ii) seven (7) days after receipt of amounts paid by VPRA to Contractor for Work performed by the Subcontractor. Within 30 Days after satisfactory completion of all Work to be performed by a Subcontractor, including provision of appropriate releases, certificates, and other evidence of the Subcontractor's compliance with all applicable requirements of the Contract Documents, Contractor shall return any moneys withheld in retention from the Subcontractor. Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its lower tier Subcontractors in a similar manner. VPRA will have no obligation to pay or responsibility to cause the payment of money to a Subcontractor, except as may otherwise be required by Law.

### **10.4 Interest on Late Payments**

All amounts owed under the Contract will earn interest from the date that is seven (7) days after the date on which the amount is owing at the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the publication entitled The Wall Street Journal. Whenever a split prime rate is published, the lower of the two rates shall be used.

### **10.5 Disputes**

Subject to VPRA's right to withhold from payments any amounts in dispute, and except as expressly stated otherwise in this Section 10 of these General Terms and Conditions, any disagreement between VPRA and Contractor relating to this Section 10 of these General Terms and Conditions will be considered a Dispute eligible for resolution under Section 14 of these General Terms and Conditions. Failure by VPRA to pay any amount in dispute will not alleviate, diminish or modify in any respect Contractor's obligation to perform under the Contract Documents, including Contractor's obligation to achieve the Completion Deadlines in accordance with the Contract Documents. Contractor shall not cease or slow down its performance under the Contract Documents due to any amount in dispute. Contractor shall proceed as directed by VPRA

pending resolution of the Dispute. Upon resolution of any Dispute, each Party must pay to the other any amount owing within thirty (30) Days.

## **SECTION 11: FINAL ACCEPTANCE**

### **11.1 Final Inspection**

When Work or any portion thereof, as designated by VPRA, is ready for its intended use and has achieved Substantial Completion, VPRA and any other invited parties will inspect to verify its completeness and develop a Punch List of items needing completion or correction before Final Payment will be made. Contractor will have 10 days to correct all deficiencies. Substantial Completion shall be evidenced by a Notice of Substantial Completion from VPRA.

### **11.2 Final Payment**

When the work provided for under this Agreement has been completely performed by Contractor, and Final Acceptance has been made by VPRA, an Application for Final Payment will be prepared by Contractor and submitted with Exhibit J to the Contract (Affidavit of Final Completion). The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Contract, will be paid to Contractor in accordance with this Contract.

### **11.3 Overpayments; No Relief from Continuing Obligations**

Final Acceptance will not prevent VPRA from correcting any measurement, estimate or certificate made before or after completion of the Work, or from recovering from Contractor, the Surety(ies), and/or any Guarantor, the amount of any overpayment sustained due to failure of Contractor to fulfill the obligations under the Contract Documents. A waiver on the part of VPRA of any breach by Contractor shall not be held to be a waiver of any other or subsequent breach. Final Acceptance shall not relieve Contractor from any of its continuing obligations hereunder or constitute any assumption of liability by VPRA.

## **SECTION 12: SUSPENSION AND TERMINATION**

### **12.1 Suspension of Work**

VPRA may suspend all or any part of the Work required under the Contract Documents, at any time and for any reason, by written notice to Contractor. The suspension will remain in effect for the period of time that VPRA deems appropriate for the convenience of VPRA. Contractor shall promptly comply with any written suspension order. Contractor shall promptly recommence the Work upon receipt of written notice from VPRA directing Contractor to resume Work.

### **12.2 Termination**

#### **12.2.1 Termination for Convenience**

VPRA may cancel this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor. Reasons for such termination shall be left to the sole discretion of VPRA. Upon Notice of termination for convenience, the Contractor shall immediately cease Work and, where applicable, remove from any project site all of its labor forces, equipment and such of its materials as VPRA elects not to purchase or to assume in the manner hereinafter provided. The Contractor also shall take such steps as VPRA may require to assign to VPRA the Contractor's interest in all subcontracts and purchase orders designated by VPRA.

After all such steps have been taken to VPRA's satisfaction, the Contractor shall receive as full compensation the following:

12.2.1.1 Amounts due for Work performed in accordance with the Contract subsequent to the latest approved application for payment through the date of termination;

12.2.1.2 All amounts due under the Contract for Work completed prior to the date of termination; and

- 12.2.1.3 Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of termination for convenience, plus overhead not to exceed 15 percent (15%) of the direct costs of demobilization.

The Contractor agrees it shall not be entitled to any additional compensation, including but not limited to loss of revenue, income, profit, business, reputation, or bonding capacity, consequential damages or lost profits, but shall only receive payment upon termination for convenience as stated in this Section 12.2.1.

#### **12.2.2 Termination for Insufficient Funding**

VPRA may immediately terminate this contract if the General Assembly fails to appropriate, or the applicable oversight board (i.e., the VPRA board of directors and/or the Commonwealth Transportation Board, depending on the funding source) fails to allocate, sufficient funds to continue the services, or if VPRA fails to receive funding anticipated from any other funding source. VPRA is not obligated to pay for any services that are provided after notice and effective date of termination. However, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed up to and including the effective date of termination.

#### **12.2.3 Termination for Cause**

VPRA may, in its sole and absolute discretion, by written notice of default to Contractor, terminate all or any part of this Contract if (a) Contractor fails to perform the Work described herein, within the time specified herein or any extension hereof; (b) Contractor fails to satisfy any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms; (c) Contractor is or becomes insolvent or unable to pay its debts as they become due; (d) any bankruptcy or insolvency proceeding is commenced by or against Contractor; or (e) application is made for appointment of a receiver or custodian for the Contractor or any of Contractor's properties, or for an assignment for the benefit of Contractor's creditors, and in any of these above-described circumstances, does not cure such failure within a period of ten (10) days (or such longer period as VPRA may in its sole discretion authorize in a writing signed by VPRA) after receipt of notice from VPRA specifying such failure. Any termination by VPRA shall be without prejudice to any claims for damages or other rights of VPRA against Contractor. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Contractor pursuant to this Contract shall, at the option of VPRA, be turned over to VPRA and become the property of VPRA.

### **SECTION 13: RETENTION OF RECORDS; EXAMINATION AND AUDIT**

#### **13.1 Retention**

Contractor shall maintain all records and documents relating to the Contract (including copies of all original documents delivered to VPRA) for three (3) years after Final Acceptance, unless otherwise notified by VPRA. Contractor shall notify VPRA of where Contractor is storing the records and documents.

#### **13.2 Audit**

Contractor agrees to allow VPRA's auditor(s) (and any auditor associated with any VPRA funding partner) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of VPRA to audit records and interview staff in any subcontract related to performance of this Contract. It shall be Contractor's responsibility to notify VPRA, in writing, of the completion of that subcontractor's portion of the services so that the records of the subcontractor can be audited within the three (3) year retention period. Failure to do so may result in Contractor's liability for any costs not supported by the proper documentation for the subcontractor's phase of the services. Any overcharges determined as a result of an audit shall be set off against any future invoices of the Contractor, if work is ongoing, or invoiced to Contractor in the event final payment has already been tendered. Invoices for overcharges shall be deemed a debt due VPRA and the Commonwealth and shall be due and payable by Contractor within thirty (30) days of the date of the invoice.

## **SECTION 14: DISPUTE RESOLUTION**

### **14.1 Alternative Dispute Resolution**

Upon the occurrence of any Dispute that is not otherwise resolved by the Parties, the Parties must first use all reasonable efforts to resolve the Dispute through a senior representative. If the Parties fail to achieve a resolution through a Senior Representative Negotiation, before either Party may institute legal action against the other in connection with the Dispute, the Parties must first attempt to resolve the Dispute by referring the matter to a Mediation.

#### **14.1.1 Senior Representative Negotiations**

If either Party notifies the other Party of a Dispute, senior representatives of each Party (with authority to make decisions for the respective Parties) must meet and use all reasonable efforts to resolve the Dispute ("Senior Representative Negotiations"). The Senior Representative Negotiation must commence within thirty (30) days of receipt of notification from a Party initiating a Dispute and will not exceed sixty (60) consecutive days once commenced (or such longer period agreed by the Parties, with such period of negotiation being the "Senior Representative Negotiations Period"). Statements, materials and information prepared for, made or presented at, or otherwise derived from a Senior Representative Negotiation (including any meeting of the senior representatives) are privileged and confidential and may not be used as evidence in any proceedings. If the Senior Representative Negotiation resolves the Dispute, the Parties must record the resolution in writing.

#### **14.1.2 Mediation**

If the Parties are unable to come to a resolution through Senior Representative Negotiations during the Senior Representative Negotiations Period, then either Party may submit such Dispute to mediation proceedings (a "Mediation"). Mediation is intended to assist the Parties in resolving Disputes over the correct interpretation of this Contract.

14.1.2.1 The mediator must be selected by mutual agreement of the Parties or, if an agreement cannot be reached by the Parties within seven (7) Business Days of submission of the Dispute to Mediation, the mediator will be selected by the American Arbitration Association ("AAA") in accordance with its Commercial Industry Mediation Rules and Procedures then in effect. Any mediator selected by mutual agreement of the Parties or through the AAA selection process must have no current or ongoing relationship with either Party (or an Affiliate of either Party). The Parties agree that only one (1) mediator shall be selected as the AAA mediator.

14.1.2.2 Each Mediation must: (a) be administered in accordance with AAA's Commercial Industry Mediation Rules and Procedures then in effect; (b) be held in Richmond, Virginia, unless the Parties mutually agree, in writing, to the Mediation being held in a different location; (c) be concluded within sixty (60) days of the date of selection of the mediator, or within such other time period as may be agreed by the Parties (acting reasonably having regard to the nature of the Dispute). The Parties shall share the mediator's fee and any filing or administrative fees equally. No mediator will be empowered to render a binding decision as to any Dispute and any Mediation will be nonbinding.

### **14.2 Litigation**

Subject to Section 14.1 of these General Terms and Conditions, either Party shall have the right to initiate litigation for Unresolved Disputes. All litigation between the Parties shall be as provided in Section 20.9 of these General Terms and Conditions.



### **14.3 Attorney's Fees**

Except as otherwise provided herein, each Party shall bear its own attorney's fees and expenses incurred in connection with the Dispute Resolution Process, regardless of the outcome.

## **SECTION 15: OWNERSHIP OF WORK PRODUCT**

**15.1** Upon payment to Contractor, VPRA shall own all rights, title, and interest in any Work Product. VPRA's ownership rights include the right of VPRA, and anyone contracting with VPRA, to incorporate any ideas or information from the Work Product into any subsequent procurement by VPRA. In receiving all rights, title, and interest in the Work Product, VPRA is deemed to own all intellectual property rights, copyrights, patents, trade secrets, trademarks, and service marks in the Work Product, and Contractor agrees that it shall, at the request of VPRA, execute all papers and perform all other acts that may be necessary (if any) to ensure that VPRA's rights, title, and interest in the Work Product are protected. The rights conferred herein to VPRA include, without limitation, VPRA's ability to use the Work Product without the obligation to notify or seek permission from Contractor.

## **SECTION 16: INDEMNIFICATION**

### **16.1 Indemnifications by Contractor**

#### **16.1.1 General Indemnification of Virginia Indemnitees**

Contractor shall indemnify, defend, and hold harmless the Commonwealth of Virginia and VPRA together with their officers, agents, and employees (collectively, the "Virginia Indemnitees") from and against all third-party claims, losses, damages, liabilities, including reasonable attorneys' fees, costs, and expenses, asserted against a Virginia Indemnitee and arising from Contractor's performance of, or the failure to perform, the Work.

#### **16.1.2 Losses Due to Negligence or Misconduct of Virginia Indemnitees**

Contractor's indemnity obligations under Section 16.1.1 of these General Terms and Conditions will not extend to any loss, damage, or cost only to the extent that such loss, damage or cost was caused by the negligence or willful misconduct of a Virginia Indemnitee.

## **SECTION 17: NON-DISCRIMINATION PROVISION**

**17.1** The Contractor shall comply with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46 of the Code of Virginia (1950); Further, pursuant to Va. Code § 2.2-4201, in every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of the Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
3. If Contractor employs more than five employees, Contractor shall (i) provide annual training on Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that Contractor owns or leases for business purposes and (b) Contractor's employee handbook.

4. The requirements of these provisions A. and B. are a material part of the Contract. If Contractor violates one of these provisions, VPRA may terminate the affected part of the Contract for breach, or at its option, the whole Contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

B. Contractor will include the provisions of subdivisions 1-3 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or supplier.

## **SECTION 18: TAX MATTERS**

### **18.1 Tax Exempt Status**

VPRA is exempt from state sales and use tax and federal excise tax. Contractor shall not include in any invoice or Application for Payment any taxes imposed by any taxing authority of the state in which the Work is performed, or any political subdivision thereof, upon the sale or use of the Work covered by this Contract. Any such sales or use tax, if applicable, shall be paid by Contractor. Tax exemption certification shall be furnished to Contractor upon request.

## **SECTION 19: VIRGINIA FREEDOM OF INFORMATION ACT**

### **19.1 Applicability of VFOIA**

Contractor understands VPRA must follow the requirements of the Virginia Freedom of Information Act ("VFOIA"), §§ 2.2-3700 *et seq.* of the Code of Virginia, and must disclose records requested under VFOIA for which there is no applicable exclusion. If Contractor discloses to VPRA information it deems confidential under this Contract, it agrees to clearly mark any information as with the word "confidential" before providing it to VPRA and to use such form as may be required by VPRA to invoke the appropriate provision of VFOIA exempting such records. If Contractor desires to prevent disclosure of certain materials or information, Contractor shall take all steps Contractor deems necessary at its sole cost and expense without the right to an adjustment of the Contract Price or a Completion Deadline. VPRA will respond to all requests for records and information as required by Law or Court Order.

### **19.2 Confidential Materials**

If Contractor submits any materials clearly and prominently labeled "trade secret" or "non-public" to VPRA, VPRA will use reasonable efforts to advise Contractor before VPRA produces those materials in response to any VFOIA request. VPRA will not be responsible or liable to Contractor or any other Person for disclosing any Contractor material when the disclosure is required by law or by Court Order.

## **SECTION 20: MISCELLANEOUS PROVISIONS**

### **20.1 Amendments**

No amendment to the Contract shall be binding on the Parties hereto unless such amendment is in writing and is executed by an authorized representative of the Party against whom enforcement of such amendment is sought.

### **20.2 Waiver**

#### **20.2.1 No Waiver of Subsequent Rights**

Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time (including any agreement by VPRA to Accept Nonconforming Work under Section 6.3.2 of these General Terms and Conditions) shall not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the Parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both parties, such interpretation and implementation thereof will not be binding in the event of any future disputes. The consent by one Party to any act by the other Party requiring such consent will not be deemed to render unnecessary the obtaining of consent to

any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

#### **20.2.2 Custom Does not Constitute Waiver**

No act, delay or omission done, suffered or permitted by one Party or its agents will be deemed to waive, exhaust or impair any right, remedy or power of such Party under the Contract Documents, or to relieve the other Party from the full performance of its obligations under the Contract Documents. No custom or practice between the Parties in the administration of the terms of the Contract Documents will be construed to waive or lessen the right of a Party to insist upon performance by the other Party in strict compliance with the terms of the Contract Documents.

#### **20.2.3 Waivers Must Be in Writing**

No waiver of any term, covenant or condition of the Contract Documents will be valid unless in writing and signed by the Party providing the waiver.

### **20.3 Independent Contractor**

Contractor is an independent contractor, and nothing contained in the Contract Documents will be construed as constituting any relationship with VPRA other than that of owner and independent contractor. In no event will the relationship between VPRA and Contractor be construed as creating any relationship whatsoever between VPRA and any of Contractor's employees. Neither Contractor nor any of its employees is or will be deemed to be an employee of VPRA. Except as otherwise specified in the Contract Documents, Contractor has sole authority and responsibility to employ, discharge, and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and for all other Persons that Contractor or any Subcontractor hires or engages to perform or assist in performing the Work.

### **20.4 Successors and Assigns**

The Contract Documents will be binding upon and inure to the benefit of VPRA and Contractor and their permitted successors, assigns, and legal representatives.

#### **20.4.1 Assignment by VPRA**

VPRA may assign all or part of its right, title, and interest in and to the Contract, including rights with respect to the Performance and Payment Bond, any Guaranty, and any other performance security provided, to any Person.

#### **20.4.2 Assignment by Contractor**

Contractor may subcontract Work in compliance with the requirements of the Contract Documents. Contractor shall not otherwise sublet, transfer, assign or dispose of any portion of the Contract, or delegate any of its duties hereunder, except with VPRA's prior written approval. Contractor's assignment or delegation of any of its Work under the Contract Documents will not relieve Contractor of its responsibility for the Work assigned or delegated, unless VPRA, in its sole discretion, has approved such relief from responsibility. Any assignment of money is subject to all proper set-offs and withholdings in favor of VPRA and to all deductions provided for in the Contract.

### **20.5 Designation of and Cooperation with Representatives**

#### **20.5.1 Designation of Representatives**

VPRA and Contractor shall each designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to the Contract Documents. Such designations may be changed by a subsequent writing delivered to the other party in accordance with the Contract Documents. The Parties may also designate technical representatives who will be authorized to investigate and report on matters relating to the design and construction of the Work and negotiate on behalf of each of the Parties but who do not have authority to bind VPRA or Contractor.

#### **20.5.2 Cooperation**

Contractor shall cooperate with VPRA and all representatives of VPRA designated as described above.

## **20.6 Survival**

The respective rights and obligations of the parties under this Contract, including under Sections 4, 5, 9, 13, 14, and 16 of these General Terms and Conditions, and all other provisions which by their inherent character contemplate continued effect, shall survive any termination of the Contract to the extent necessary to the intended preservation of such rights and obligations.

## **20.7 Limitation on Third-Party Beneficiaries**

The Parties do not intend for any of the provisions of the Contract Documents to create any third-party beneficiary unless a specific provision (such as the warranty and indemnity provisions) specifically identifies third parties and states that they are entitled to benefits under this Contract. Except as otherwise provided in this Section 20.7 of these General Terms and Conditions, the duties, obligations, and responsibilities of the Parties to the Contract Documents with respect to third parties remains as imposed by law. The Contract Documents shall not be construed to create a contractual relationship of any kind between VPRA and a Subcontractor, supplier, or any other Person except Contractor.

## **20.8 No Personal Liability**

VPRA's authorized representatives (including its consultants) are acting solely as agents and representatives of VPRA when carrying out the provisions of or exercising the power or authority granted to them under the Contract Documents. They will not be liable either personally or as employees of VPRA for actions in their ordinary course of employment. No agent, consultant, officer or employee of VPRA will be personally responsible for any liability arising under the Contract.

## **20.9 Forum and Venue; Waiver of Jury Trial**

Any and all Disputes arising out of or in connection with this Contract, or any performances made hereunder that are not otherwise resolved through the processes in Section 14.1 of these General Terms and Conditions shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia or the United States District Court for the Eastern District of Virginia, Richmond Division. Contractor accepts the personal jurisdiction of such court and waives all jurisdiction and venue-related defenses to the maintenance of such actions. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

## **20.10 Notice of Bankruptcy or Insolvency**

In the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish written notification of the bankruptcy to VPRA. This notification shall be furnished within five (5) Days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of VPRA contract numbers against which the Contractor asserts Final Payment has not been made. This obligation remains in effect until Final Payment under this Contract.

## **20.11 Immigration Reform and Control Act of 1986**

By signing this Contract, Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

## **20.12 Drug Free Workplace**

Contractor acknowledges and certifies that they understand that the following acts by Contractor, its employees, and/or agents performing services on state property are prohibited: The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes). Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes breach of contract and may result in default action being taken by VPRA in addition to any criminal penalties

that may result from such conduct. During the performance of this Contract, Contractor agrees to provide a drug-free workplace for Contractor's employees.

#### **20.13 Occupational Safety and Health Standards**

Contractor shall not require any individual employed in the performance of this Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor. This provision shall be made a condition of any Subcontract entered into pursuant to this Contract. In addition, Contractor shall abide by the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia (1950), as amended, and will fulfill the duties imposed under Section 40.1-51.1 of the Code of Virginia. Any Person violating the aforementioned requirements or duties which is brought to the attention of Contractor shall immediately abate such violation.

#### **20.14 Sensitive Security Information; Critical Infrastructure**

Contractor must protect, and take measures to assure that its Subcontractors at each tier protect sensitive security information ("SSI") made available during the course of administering a VPRA contract or Subcontract in accordance with 49 U.S.C. § 40119(b) and implementing U.S.DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520. VPRA reserves the right to conduct a fingerprint-based CHBC on all employees of Contractor and Subcontractors (together with any proposed replacements) during the term of the Contract to the extent those individuals will require access to SSI and/or Critical Infrastructure associated with the Work. All costs associated with the fingerprint-based CHBC are the responsibility of Contractor. A VPRA issued photo-identification badge may be required for each employee of Contractor or any Subcontractor who will need access to SSI and/or Critical Infrastructure. Based upon the results of the fingerprint-based CHBC, VPRA reserves the right to deny issuance of a VPRA security clearance or a VPRA issued photo-identification badge. Contractor shall promptly return all VPRA-issued photo-identification badges whenever an employee of Contractor or a Subcontractor is no longer assigned to the Work or is otherwise terminated from employment.

#### **20.15 Marketing and Publicity**

Contractor shall not use VPRA's name for purposes of advertising or soliciting business, including, but not limited to, press releases, social media posts, presentations, brochures, photographs, or verbal announcements without the prior written permission of VPRA.

#### **20.16 Duty to Cooperate on Funding Opportunities**

VPRA seeks to maximize funding opportunities pertaining to its projects and the Work included in this Contract may become eligible for a grant and subject to certain requirements of a funding sponsor. Contractor agrees to work cooperatively and creatively with VPRA in connection with any grant application submittals to VPRA's funding partners. Contractor further agrees to fully comply with any terms and conditions required as a result of VPRA's participation in a grant.

#### **20.17 Further Assurances**

Contractor shall promptly execute and deliver to VPRA all such instruments and other documents and assurances as are reasonably requested by VPRA to further evidence the obligations of Contractor hereunder.

#### **20.18 Severability**

If any clause, provision, section or part of the Contract is ruled invalid under Section 14 of these General Terms and Conditions or otherwise by a court of competent jurisdiction, then the parties will: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which will, to the greatest extent legally permissible, effect the original intent of the Parties, (b) if necessary or desirable, apply to the court or other decision maker (as applicable) that declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part will not affect the validity or enforceability of the balance of the Contract, which will be construed and enforced as if the Contract did not contain such invalid or unenforceable clause, provision, section or part.

## **20.19 Headings**

The headings of the sections of the Contract Documents are for convenience only and shall not be deemed part of the Contract or considered in construing the Contract.

## **20.20 Governing Law**

The validity and construction of the solicitation and this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its choice of law provisions. No doctrine of choice of law shall be used to apply any law other than that of the Commonwealth of Virginia, and no defense, counterclaim or right of set-off given or allowed by the laws of any other state or jurisdiction, or arising out of the enactment, modification or repeal of any law, regulation, ordinance or decree of any foreign jurisdiction, may be interposed in any action hereon.

## **20.21 Sovereign Immunity**

VPRA, specifically and the Commonwealth of Virginia generally, neither waive nor abrogate their sovereign immunity, in part or in whole, in any manner, under any theory, hereunder. Notwithstanding the foregoing, VPRA agrees and acknowledges that the Contract constitutes a legal, valid, and binding obligation of VPRA, enforceable against VPRA in accordance with its terms, except as enforceability may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally, (ii) principles of equity, whether considered at law or in equity, and (iii) the sovereign immunity of the Commonwealth of Virginia; provided that sovereign immunity shall not bar an action to enforce a claim based on a breach of this Contract presented in accordance with the law of the Commonwealth of Virginia.

## **20.22 Entire Agreement**

The Contract Documents contain the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to its subject matter.

\*\*\*END OF DOCUMENT\*\*\*

**Exhibit E**

**Insurance Requirements**

**[To be inserted at time of Contract execution]**



**Exhibit F**

Approved Small and Diverse Business Subcontracting Plan (Form PD 60)

**[To be inserted at time of Contract execution]**

**Exhibit G**

Approved DBE Utilization Plan (Form PD 50B)

**[To be inserted at time of Contract execution]**

**Exhibit H**

Monthly Small and Diverse Business Subcontracting Utilization Report (Form PD 61)



## MONTHLY SMALL AND DIVERSE BUSINESS UTILIZATION REPORT

Project

Reporting Period (M/Y)

Prime Contractor Name

Contact Name

Phone Number

Email

Date Submitted

Subcontractor Name	Tax ID No.	Description of Work Provided	Payments to Qualifying Small Businesses (1)	Payments to other DSBSD/MWAA Certified Firms (2)	Payments to other small or diverse businesses not certified by DSBSD or MWAA (3) [OPTIONAL]	TOTALS

**Attach additional pages if necessary**

I certify that contracts have been executed with the above firms, amounts listed are accurate and payments were made in accordance with contractual obligations. Cancelled checks and/or supporting information will be on file for inspection or audit.

Signature

Title

**Notes:**

- (1) Denotes firms which are certified as a "small businesses," by the Department of Small Business and Supplier Diversity (DSBSD) and which are identified in Section B of the approved Small Business and Diverse Subcontracting Plan (Form PD 60)
- (2) Denotes firms which are not certified as a "small business," by DSBSD but which hold other certifications or status from either DSBSD or the Metropolitan Washington Airports Authority (MWAA) (i.e., women-owned (W), minority-owned (M), service disabled veteran-owned (SDV), or disadvantaged business enterprise (DBE)). Please include classification code along with payment information.
- (3) Denotes firms which are not certified by DSBSD or MWAA, but which are otherwise certified as a small or diverse business by another certifying body. Please include a description of the certification along with payment information.

**Exhibit I**

Monthly DBE Participation Report (Form PD 51)



## MONTHLY DBE PARTICIPATION REPORT

*For Internal Use:*

Reviewed by, \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Id. No.:

Check Here if Final Report [ ☐ ]

Contractor/Consultant:	Reporting Period (Month/Year):	Report No.:
Contact:	Email:	Phone:

All Contractors making payments to DBE subcontractors/subconsultants/suppliers, regardless of their tier, are required to complete and submit this form each time payments are made to a DBE subcontractors/subconsultant/supplier during the previous thirty-day payment period of the Contract.

NAME OF CERTIFIED DBE FIRM (Subcontractor/Subconsultant/Supplier)	DBE FIRM'S FEDERAL TAX ID NUMBER	DATE OF PAYMENT (To DBE)	AMOUNT PAID THIS MONTH (To DBE)	AMOUNT PAID TO DATE (To DBE)	ACTUAL DBE UTILIZATION TO DATE (%)	DBE UTILIZATION AS LISTED ON FORM PD 50B (%)

I certify that contracts have been executed with the above firms, amounts listed are accurate and payments were made in accordance with contractual obligations. Cancelled checks and/or supporting information will be on file for inspection or audit.

Signature	Title
Date	

**Exhibit J**

Affidavit of Final Completion



## AFFIDAVIT OF FINAL COMPLETION

**Owner:** Virginia Passenger Rail Authority  
**Contractor**  
**Contract Id No.:**

I, \_\_\_\_\_, solemnly swear and affirm:

1. I am employed as \_\_\_\_\_ with Contractor and have personal knowledge of the facts set forth herein.
2. All Work performed under the above-numbered Contract has been fully completed and is in compliance with the Contract Documents.
3. All of Contractor's obligations under the Contract Documents (other than obligations which by their nature are required to be performed after Final Acceptance as determined by VPRA) have been satisfied in full or waived in writing by VPRA.
4. VPRA has received all Work Product, test data, manufacturer's warranties and warranty assignments, and other deliverables required under the Contract Documents;
5. There are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect VPRA's interests;
6. Contractor has provided certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I hereby certify that on this \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the foregoing instrument for the purposes set forth herein.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

\_\_\_\_\_  
Notary Public

Seal: