

2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE 20-Aug-2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY US Army Corps of Engineers, Kansas City District 760 Federal Building, 601 East 12th Street Kansas City, Missouri 64106-2896		7. ADMINISTERED BY <i>(If other than item 6)</i>	

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(x)	9a. AMENDMENT OF SOLICITATION NO. W912DQ-04-R-0016
	X	9B. DATED <i>(SEE ITEM 11)</i> 7/29/2004
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegraph which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBER CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Airfield Improvements, McConnell Air Force Base, Kansas

The Solicitation is amended in accordance with the attached pages.

**RECEIPT OF PROPOSALS IS DELAYED UNTIL 3:00 PM, LOCAL TIME, 31 AUGUST 2004, RM 760
FEDERAL BUILDING, 601 E. 12TH STREET, KCMO 64106-2896.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>	BY _____ <i>(Signature of Contracting Officer)</i>

The SOLICITATION is amended as follows:

1. SPECIFICATIONS:

CLARIFICATION: If the contract value is less than \$6,481,000, then FAR clauses 52.225-9 and 52.225-10 apply. If the contract value is more than \$6,481,000, then FAR clauses 52.225-11 and 52.225-12 apply.

a. Revised Section: Section 01100 is deleted and replaced with a revised Section 01100. A copy is attached.

b. Narrative Changes: The following changes are made to the specifications as indicated.

1) Section 700: The following clause is added.

“52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2004)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and FTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act --Construction Materials under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or FTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or FTA country construction material.

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or FTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or FTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

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

(ii) May be accepted if revised during negotiations.

(End of provision)"

2) Section 00800: FAR Clause 52.211-10 is replaced with the following clause.

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

The Contractor shall be required to (a) commence work under this contract within TEN DAYS (10) calendar days after the date the Contractor receives the notice to proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use in accordance with the following schedule. The total duration will be the sum of the completion times of the base and all exercised options starting 15 April 2005. The time stated for completion shall include final cleanup of the premises.

Construction Duration. This project has major impacts to the airfield operations. Construction on the airfield cannot begin until after 15 April 2005. Work outside the airfield may begin after initial notice to proceed is issued and the proper submittals have been approved. The durations are listed below:

<u>Area of Work</u>	<u>Complete with * of Start of Work in Area</u>
Base Bid - West Runway Overruns	*65 calendar days
Option 1 – West Runway Keelway, Shoulders and Lights	*62 calendar days
Option 2 – Repair Taxiway Alpha	*87 calendar days
Option 3 – Repair Taxiways Bravo and Echo	*61 calendar days
Option 4 – Repair Taxiways Charlie and Delta	*98 calendar days
Option 5 – Repair Taxiway Foxtrot	*93 calendar days
Option 6 – Airfield Frangibility – West Runway	See Note 1
Option 7 – Airfield Frangibility – Taxiway Alpha	See Note 2
Option 8 – Airfield Frangibility – Taxiway Foxtrot	See Note 3
Option 9 – Airfield Frangibility – East Runway	*60 calendar days (See Note 4)

Notes:

1. Option 6 **shall** be done concurrent with West Runway Overruns. No additional time.
2. Option 7 **shall** be done concurrent with Option 2 – Repair Taxiway Alpha. No additional time. If Option 2 is not awarded and Option 7 is awarded, then 60 calendar days will be added to the contract duration.
3. Option 8 **shall** be done concurrent with Option 5 – Repair Taxiway Foxtrot. No additional time. If Option 5 is not awarded and Option 8 is awarded, then 60 calendar days will be added to the contract duration.
4. Option 9 *could* be performed concurrent with Option 2 if contractor can develop an approved work plan that does not impact the air operations.
5. All other work **shall** be sequenced as follows: West Runway, Taxiway Alpha, Taxiways Bravo and Echo, Taxiway Charlie and Delta, Taxiway Foxtrot, and East Runway. If an Option or options is/are not awarded then the next awarded option will be sequenced. Work on one area must be completed and accepted before the next can start.
6. There is an exclusionary period from 1 December to 1 March in which no work is required. The contractor *can* work this period at his own risk, however, all technical requirements shall be maintained. No weather days or extended overhead will be granted during this period. Work performed during this period does not subtract calendar days from the original completion days.
7. See Section 01100, **paragraph 1.7a** (2) for work delay periods that are included in the durations listed above.

(End of clause)”

3) Section 01330: Paragraph 3.5.1.4 Other Addressees is changed from

“The Government will provide any mailing addresses not stated above to the Contractor.”

to

“Volume II Air Improvements submittal will be sent to:

Crawford, Murphy & Tilly, Inc
2750 West Washington Street
Springfield, Illinois 62702

Volume III Repair Not-Frangible Structures and Miscellaneous Site Work submittal will be sent to:

HBAA
540 N. Cascade Avenue
Suite 300
Colorado Springs, Colorado 80903”

2. DRAWINGS:

- a. Narrative Changes: The following changes are made to the drawings as indicated.

Reference Volume 1, West Runway Keelway & Overruns, Lights & Shoulders

Revise Sheet Ref No. CS-103, Sheet 13 of 314, titled “Typical Section 3” as follows:

Section M

Revise the first line of the title

From: “Typical Removal Section”

To: “Typical Removal Section – Overrun”

Revise the second line of the title

From: “Sta. 150+00 to Sta. 157+00”

To: “Sta. 50+00 to Sta. 57+00”

Section N

Revise the first line of the title

From: “Typical Removal Section – South Overrun”

To: “Typical Removal Section – Overrun”

Revise the second line of the title

From: “Sta. 157+00 to 160+00”

To: “Sta. 57+00 to 60+00”

Delete Note X.

Section O

Revise the first line of the title

From: "Typical Replacement Section – South Overrun"

To: "Typical Replacement Section – Overrun"

Revise the second line of the title

From: "Sta. 150+00 to 160+00"

To: "Sta. 50+00 to 60+00"

Add the follow to the title as the third line

"Sta. 180+00 to 190+00"

- b. Revised Drawing: Volume 2, Sheet CP205F is deleted and replaced with a revised sheet of the same number. A copy is attached.
3. Bidders are required to acknowledge receipt of this amendment on the Bidding Form, in the space provided, or by separate letter or telegram prior to opening of bids. Failure to acknowledge all amendments may cause rejection of the bid.
4. Bids will be received until 3:00 p.m., local time, 31 August 2004, in Room 748 Federal Building, 601 E. 12th Street, Kansas City, Missouri 64106-2896. and at that time publicly opened.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF	PAGES
	W912DQ-04-R-0016	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	7/29/2004	1	187

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

4.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
U.S. Army Engineer District, Kansas City 760 Federal Building, 601 E. 12th Street Kansas City, Missouri 64106-2896 Tel: (816) 983-3845 Fax: (816) 426-5169		See Item 7
9. FOR INFORMATION CALL:	A. NAME Alice Jeffres	B. TELEPHONE NO. (Include area code) 816-983-3831 Ext. (NO COLLECT CALLS)

SOLICITATION

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "Bidder".

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

AIRFIELD IMPROVEMENTS, MCCONNELL AIR FORCE BASE, KANSAS

PRQE 03-0076 Repair West Runway Keelway and Over-Runs
 PRQE 04-0078 Repair Taxiway Alpha
 PRQE 05-0078 Repair Taxiways Bravo and Echo
 PRQE 06-0078 Repair Charlie and Delta
 PRQE 07-0078 Repair Foxtrot
 PRQE 08-0078 Repair West Runway Lights and Shoulder
 Repair Not-Frangible Structures and Miscellaneous Site Work

11. The Contractor shall begin performance within 10 calendar days and complete it within ** calendar days after receiving award notice to proceed. This performance period is mandatory, negotiable. ** (See 00800, FAR 5.2.211-10)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
--	------------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and one copies to perform the work required are due at the place specified in Item 8 by 3:00 p.m. local time 8/31/2004 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required. NOT TO EXCEED 20% OF TOTAL BID AMOUNT
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

00010-1

SECTION 01100

GENERAL

PART 1 GENERAL

1.1 INQUIRIES

Any inquiries regarding this Invitation, before bids are opened, should be addressed to the District Engineer, Kansas City District, Corps of Engineers, 700 Federal Building, Kansas City, Missouri 64106, ATTN: Mr. Edgar Ray. Inquiries for which oral explanation or advice on the plans and specifications will suffice may be referred to Mr. Ray by calling Area Code 816-983-3264. Telephone calls concerning the mailing of plans and specifications should be made to Contracting Division at Area Code 816-983-3975. Collect telephone calls will not be accepted. (KCDO APR 84)

1.2 INFORMATION REGARDING PROPOSAL MATERIAL

Proposals must be submitted upon Government standard bid form (STANDARD FORM 1442 (Rev. 4-85)). Wherever in the proposal the words "invitation" and "bid" occur, they shall be deemed to refer to "solicitation" and "offer," respectively.

1.3 TIME FOR ACCEPTANCE BY THE GOVERNMENT OF PROPOSALS

All offerors submitting proposals in response to this request agree that the Government shall have not less than 90 days to accept any proposal, after the date indicated for receipt of proposals. In the event the Government cannot award a contract within this 90 day period, any or all proposers may, at their option, extend the date for acceptance of their proposal or may resubmit their price proposals.

1.4 DISPOSAL OF PROPOSALS

After award of the construction contract, proposal sets may be destroyed or may be kept for record. Proposal sets that are kept for records will be for Government use. Disclosure of proposal material, in whole or in part, outside the Government will be restricted only if the provisions of paragraph "Restriction on Disclosure and Use of Data" are in effect.

1.5 IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Office. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

1.6 TEXT DELETED

TEXT DELETED

1.7 WORK IN CONTROLLED AREAS

a. GENERAL: Construction is within the airfield fence or surrounding area. The controlled areas are restricted access areas; therefore, working conditions will be subject to the following security restrictions and construction sequencing. All work within the controlled areas shall be coordinated with Base Flight Operations and Base Security Forces. Normal work hours will be from 0730 to 1630 (4:30 pm) Monday through Friday. Weekends and Federal holidays are no-work days.

(1) Construction Start: Once an area is made available, normal construction can

begin. Access to the sites shall be in accordance with work area and access drawings.

(2) Work Delays: The Contractor may anticipate a work delay of an average of two (2) days per month of contract duration during the contract period due to McConnell AFB operations. (See Section 00800 FAR Clause 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION (APR 1984).) This time is included in the overall contract completion time and will be included in the Contractor's proposal price. During this work delay, no site access to any of the work areas will be allowed. The Contracting Officer will provide 48 hours notice to the Contractor prior to the work delay.

1.8 SALLY PORT

1.8.1 Installation

The Contractor shall install a double gate sally port and fence in the existing fence at each access point used by the Contractor for access to McConnell AFB. The size of the sally port, size of the gates and the distance between gates shall be determined by the Contractor, and shall be sufficient in size to allow the Contractor's largest vehicle to be contained in the sally port with both gates closed, plus 5 feet clearance to fence and gates. The fence and gates shall meet the requirements of Section 02821.

1.8.2 Security at Sally Port

The Government will maintain security at all times during construction. The sally port will operate during normal duty hours. Any operation of the sally port outside normal duty hours shall be at the Government's option; however, the Contractor can request changes. Only one gate at the sally port shall be open at a time. Upon leaving the work site each day, workers shall lock the gates, leaving the fence complete and continuous without openings.

1.8.3 Sally Port Access

The Contractor shall not allow any privately owned vehicles (POV) to enter the Base through the sally port. Only contractor personnel, company-owned vehicles, delivery vehicles, Government personnel and Government vehicles satisfying the McConnell Air Force Base Security Force standard for Base entry shall be allowed to pass through the sally port. The Contractor shall be responsible for providing POV parking off the Base and the transportation from said parking area to the work site.

1.9 APPLICATION OF WAGE RATES

The inclusion of the Davis-Bacon Act General Wage Decision or the Service Contract Act Wage Determination in the solicitation is a statutory requirement. It is not a representation by the U.S. Army Corps of Engineers that any specific work task can be performed by any specific trade. Which work tasks can be performed by what trades depends on and is determined by the prevailing area practice for the local area where the contract is being performed. It is the sole responsibility of the offeror to determine and comply with the prevailing area practice. Inquiries regarding a prevailing area practice should be directed to the Corps of Engineers, Contractor Industrial Relations Specialist (telephone number 816-983-3723) or to the Department of Labor Regional Wage and Hour Division.

Application of wage rates and fringe benefits: For the application of wage rates and fringe benefits contained in the Decisions of the Secretary of Labor, attached to and a part of this contract, Highway rates apply to the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects. All other construction is considered Heavy Construction.

1.10 PAYMENTS TO SUBCONTRACTORS

The Contractor's attention is directed to CONTRACT CLAUSE titled "Payment Under Fixed-Price Construction Contracts." In addition to the requirements set forth in the referenced paragraph, the Government will reimburse the Contractor, upon request, for amount of premiums paid by the subcontractors for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor furnishes evidence of full payment to the surety.

1.11 PAYMENTS TO CONTRACTOR (KCD MAY 90 - FORMERLY FAR 52.2/9101(a))

The following is an example of a Contractor's release of claims clauses required to comply with the provisions of paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts":

RELEASE OF CLAIMS

The undersigned Contractor under contract dated _____, 2000, between the United States of America and said Contractor for the _____ located at _____, in accordance with paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts" of said contract, hereby releases the United States, its officers, agents, and employees from any and all claims arising under or by virtue of said contract or any modification or change thereof except with respect to those claims, if any, listed below:

(Here itemize claims and amounts due.)

1.12 PARTNERING

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractor. This partnership will be structured to draw on the strengths of each organization to identify and achieve mutual goals with the intent to complete the Contract within budget, on schedule and in accordance with plans and specifications. This partnership will be bilateral in makeup, and participation will be totally voluntary. Any cost associated with implementing this partnership will be agreed to by the Contractor and the Government, and will be shared equally with no change in Contract price. To implement this partnership initiative, it is anticipated that thirty (30) days after Notice to Proceed, a team building workshop will be conducted. Follow-up workshops will be held periodically throughout the duration of the Contract as agreed to by the Contractor and the Government.

1.13 PROSPECTIVE CONTRACTOR RESPONSIBILITY

Each bidder shall furnish, within 3 calendar days after receipt of request therefor, data which will show the bidder's ability to perform the work or services required by this Invitation for Bids. Such data shall include as a minimum: Bank certification of financial capability, or a financial statement not over 60 days old, which will be treated as confidential (if over 60 days old, a certificate shall be attached thereto stating that the financial condition is substantially the same or, if not the same, the changes that have taken place); names of commercial and financial reporting agencies from whom credit reports may be obtained; trade creditors; name and address of bonding company; business and construction experience; past record of performance of Government contracts; and construction plant and equipment available for this job, with resume of work in progress or other data that will assure that the bidder is in a position to perform the work within the time specified.

In addition, if the bid exceeds \$1,000,000, the bidder shall furnish upon request, a certified statement listing:

(a) Each contract awarded to him within the preceding three-month period exceeding \$1,000,000 in value with brief description of the contract.

(b) Each contract awarded to him within the preceding three-year period not already physically completed and exceeding \$5,000,000 in value with brief description of the contract.

(c) If the prospective Contractor is a joint venture, each joint venture member will be required to submit the above defined certification. There shall also be furnished any other available information which will serve to substantiate the bidder's qualifications as a responsible prospective Contractor. (KCD APR 84)

1.14 PERFORMANCE OF WORK BY CONTRACTOR

Bidder's attention is directed to SPECIAL CLAUSE titled "Performance of Work by Contractor." The successful bidder will be required to furnish the Contracting Officer, a description of the work which he will perform with his own organization (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the Contractor's own organization shall be furnished to the Contracting Officer within 10 days after award of the contract.

1.15 LABORATORY AND TESTING FACILITIES

The Contractor shall provide and maintain all measuring and testing devices, laboratory equipment, instruments, transportation, and supplies necessary to accomplish the required testing. All measuring and testing devices shall be calibrated at established intervals against certified standards. The Contractor's measuring and testing equipment shall be made available for use by the Government for verification of their accuracy and condition as well as for any inspection or test desired pursuant to the CONTRACT CLAUSE titled "Inspection of Construction." The location of the laboratory shall be convenient to the site such that test results are available prior to proceeding with the next sequential phase of the work. (KCD)

1.16 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE titled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities for the duration of the project.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORK DAYS BASED ON (5) DAY WORK WEEK *

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
(6)	(4)	(4)	(4)	(5)	(5)	(4)	(4)	(4)	(3)	(3)	(4)

(c) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the duration of the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the Contractor's scheduled work day. Within ten days of the following month, the Contractor shall provide in writing a list of their proposed dates of the actual adverse weather delay days for each

month. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b), above, the Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause entitled "Default (Fixed Price Construction)". After the original contract completion date has passed, adverse weather that causes delay to the completion of the project will be granted day-for-day without deducting anticipated adverse weather delay days and will be converted from work days to calendar days.

* Monthly anticipated weather delay days shall be adjusted proportionally if work is scheduled to be performed in a work week with greater than or less than a five-day work week. The following formula shall be used to adjust the monthly anticipated weather delays:

Adjusted monthly anticipated weather delays = **A** multiplied by (**B** divided by **C**);
where

- A** = The monthly anticipated adverse weather delay for a particular month based on a five-day work week.
- B** = The actual average number of days work is scheduled to be performed in a work week during that particular month.
- C** = The number five (5).

eg., If the monthly anticipated adverse weather delay for January based on a five day work week is 10 days, but the Contractor actually scheduled an average of a six-day work week for that month, the monthly anticipated weather delay would be adjusted by applying the above formula as follows: $10 \times (6/5) = 12$ days.

* Monthly anticipated weather delay days shall also be adjusted proportionally for those situations involving a fractional part of a month. Some examples are the month Notice to Proceed is acknowledged and the month of the original contract completion date. The following formula shall be used to adjust the monthly anticipated weather delays:

Adjusted monthly anticipated weather delays = **D** multiplied by (**E** divided by **F**);
where

- D** = The monthly anticipated adverse weather delay for a particular month.
- E** = The number of calendar days during that fractional part of a particular month.
- F** = The number of calendar days in that particular month.

eg., The monthly anticipated adverse weather delay for the particular month is 9 days. The original contract completion date is on the twentieth (20th) day of a thirty (30) day month. The monthly anticipated adverse weather delay would be adjusted by applying the above formula as follows:
 $9 \times (20/30) = 6$ days. (KCD MAY 04)

1.17 WORKING HOURS

Working hours for this project will be limited to Monday through Friday, 7:30 a.m. to 4:30 p.m., except as follows: Work will not be permitted on weekends and Federal holidays. In unusual circumstances, such as when utility turn-off is required for an extended period of time, authorization for weekend or holiday work may be requested from the Contracting Officer; these instances must be coordinated well in advance, in writing. Likewise, utility turn-off of short duration or work which will disrupt normal operations or traffic flow must be scheduled at least 3 working days in advance and may require schedule changes to ensure that safety is maintained.

1.18 REQUIRED INSURANCE SCHEDULE

In accordance with CONTRACT CLAUSE titled "Insurance - Work On A Government Installation," the Contractor shall procure and maintain during the entire period

of his performance under this contract the following minimum insurance.

Type	Amount
Workmen's Compensation	coverage complying with applicable State Statute
Employers' Liability	minimum amount of \$100,000.00
General Liability on Comprehensive Form of Policy	minimum limits of \$500,000 per occurrence for bodily injury which includes, but is not limited to, insurance for all work required herein
Comprehensive Automobile Liability	minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage

(End of clause)

1.19 INTERRUPTIONS TO UTILITY SERVICES

A schedule showing the approximate times of interruptions of utility services and roads shall be submitted approximately 30 days in advance of interrupting services to make connections. Where it is necessary to interrupt services to make connections and the period of interruption will last more than 2 hours, the connections shall be performed on Saturday or Sunday, unless otherwise approved by the Contracting Officer. Final arrangements shall be made with the Contracting Officer at least 72 hours in advance of the scheduled times of interruptions.

1.20 CONTRACTOR-FURNISHED EQUIPMENT DATA

At or before 30 days prior to final inspection and acceptance of the work, the Contractor shall submit the data mentioned in the following subclauses.

(1) Equipment List. An itemized equipment list showing unit retail value and nameplate data including serial number, model number, size, manufacturer, etc., for all Contractor-furnished items of mechanical equipment, electrical equipment, and fire protection systems installed under this contract.

(2) Guarantees. A list of all equipment items which are specified to be guaranteed accompanied by a copy of each specific guarantee therefor. For each specific guaranteed item, a name, address, and telephone number shall be shown on the list for subcontractor who installed equipment, equipment supplier or distributor and equipment manufacturer. The completion date of the guarantee period shall correspond to the applicable specification requirements for each guaranteed item.

(3) Warranty Service Calls. The Contractor shall furnish to the Contracting Officer the names of local service representatives and/or Contractors that are available for warranty service calls and who will respond to a call within the time periods as follows: 4 hours for heating, air-conditioning, refrigeration, air supply and distribution, and critical electrical service systems and food service equipment, and 24 hours for all other systems. The names, addresses, and telephone numbers for day, night, weekend, and holiday service responses shall be furnished to the Contracting Officer and also posted at a conspicuous location in each mechanical and electrical room or close to the unit.

1.21 SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1)

(a) EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). See Section 00700, Contract Clause titled "Accident Prevention."

(b) Before initiation of work at the job site, an accident prevention plan, written by the prime contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1, will be reviewed and found acceptable by designated Government personnel.

1.22 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA standards as well as the most current edition of the Corps of Engineers General Safety Requirements Manual (EM 385-1-1). The OSHA standards are subject to change and such changes may affect the Contractor in his performance under the contract. It is the Contractor's responsibility to know such changes and effective dates of changes.

1.23 CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

Whenever a modification or equitable adjustment of contract price is required, the Contractor's cost proposal for equipment ownership and operating expenses shall be as set forth in SPECIAL CLAUSE titled "Equipment Ownership and Operating Expense Schedule." A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" dated August 1995 can be ordered from the Government Printing Office (GPO) by calling Telephone No. 202-512-1800.

1.24 SHOP DRAWINGS

The Contractor's attention is directed to clause "Specifications and Drawings for Construction" of the Contract Clauses.

1.25 SUBMITTALS

(a) Submittal Procedures. See Division One SECTION: SUBMITTAL PROCEDURES.

(b) As-Built Shop Drawings: Upon completion of the work under this contract, the Contractor shall furnish five complete sets of prints or one complete set of reproducible of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The quality of the reproducible and prints is subject to approval.

(c) As-Built Drawings: The Contractor shall maintain three separate sets of red-lined, full scale, as-built construction drawings marked up to fully indicate as-built conditions. These drawings shall be maintained in a current condition at all times until completion of the work, and shall be available for review by Government personnel at all times. All variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the contract drawings. In addition, the Contractor shall indicate on the As-Built Drawings, the brand-name, description, location, and quantity of any and all materials used which contain asbestos. The Contractor shall also be responsible for updating the Government-furnished CADD files to reflect the current as-built conditions throughout the duration of the project. The updated CADD design files shall be maintained in the Intergraph Microstation format consistent with the graphic standards established in the CADD contract drawings provided by the Government. The Contractor will be provided a copy of the Tri-Service CADD standards to facilitate his efforts in the maintenance of design files. The updated CADD files shall be reviewed by the Government on a monthly basis during the progress payment evaluation. The Contractor shall be prepared to demonstrate the status of the updated CADD files in his on-site office. The as-built utility drawings shall show locations and elevations of all underground new utilities and existing utilities encountered, including dimensions from permanent structures and/or survey locations. The submittal requirements for as-built utility drawings shall be shown as separate activities on the Contractor-prepared network analysis. Upon completion of the work, the marked-up drawings and the updated CADD files shall be furnished to the Contracting Officer on CD. In multiphased construction where portions of a system are to be turned over to the user prior to completion of the project, the marked-up drawings for that portion shall be

furnished to the Contracting Officer at that time. (MRD ltr 30 Oct 70 and KCD 8 Apr 91)

(d) CADD Files: The Government will provide to the Contractor, within 30 calendar days after Notice of Award, copies of the CADD computer files of the contract drawings for the production of as-built drawings. These files will be in Intergraph Microstation format. The Government provides no warranty, expressed or implied, of the CADD computer files. The Contractor shall assume all responsibility to verify the CADD drawing files. The Contractor will not utilize the CADD drawing computer files to resolve dimensional or other discrepancies. The Government will not guarantee the measurable accuracy of the CADD drawing computer files.

(e) Purchase Orders: Each purchase order issued by the Contractor or his subcontractors for materials and equipment to be incorporated into the project, shall be maintained on file at the Contractor's field office for inspection and review by Government representatives. Each purchase order shall (1) be clearly identified with applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the DMS priority rating. At the option of the Contractor, the copies of the purchase orders may or may not indicate the price of the articles purchased. (MRD Ltr 22 Oct 74)(REV KCD MAR 04)

1.26 Geographical Information Systems (GIS)

1.26.1 Photographs

The Contractor shall submit photographs or digital images showing, where possible, all field conditions influencing conclusions in the submittal. A narrative report shall be submitted describing the general conditions and all specific conditions for which it is impractical to submit specific photographs. Photographs shall be stored in directories in an organized manner that allows subsequent users to readily retrieve and view the photographs for any facility or equipment. One digital photograph at each location shall be identified with a geographic coordinate and stored with the SDSFIE file, so there will be no confusion regarding the location of field conditions. All photographs shall be submitted with the design analysis. Digital photographs will be original prints or copies of such quality and size to clearly show field conditions and verify quantity and quality of work required. Photographs will become the property of the government. Provide all photos on CD-ROM using JPG format.

1.26.2 Geospatial Data

The Contractor shall submit Geospatial data on electrical equipment found in the electrical distribution system. Data shall be delivered on a CD-ROM using Microsoft Access and submitted in hard copy, printed on 8 1/2" x 11" paper). Data shall conform and be organized according to the Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE) version 2.20 specifications. Where data field descriptions do not exist in SDSFIE the contractor shall use the data fields found in Attachment 1. This data shall be broke out separately in a different Microsoft Access database file from the SDSFIE data but delivered on the same CD-ROM using Microsoft Access and submitted in hard copy, printed on 8 1/2" x 11" paper.

1.26.3 Written Documentation

All written documentation shall be generated using Microsoft Word (Office 97 or later edition). Documentation shall be submitted in hardcopy, printed on 8 1/2" x 11" paper, and as word processing files on CD-ROM. Tabular data, cost estimates, life cycle cost (LCC) summaries, etc., shall be generated using Microsoft Excel and Access, and submitted in hard copy, printed on 8 1/2" x 11" paper, and as both Access and Excel files on CD-ROM.

1.26.4 Software

The construction contractor shall use software compatible with AutoCAD® Version

2000 for any drawings submitted such as floor plans, electrical schematics, wiring diagrams, etc. Any new data appearing in CADD files shall be delivered compliant to SDSFIE. Drawings submitted in hard copy shall be printed on paper sized appropriately to permit reading/reviewing of details with ease. CADD/GIS files shall be provided on CD-ROM.

1.26.5 Geospatial Data Deliverables

All contract deliverables that involve maps or other geospatial data must meet the following requirements:

1.26.5.1 Compliance with Requirements

All maps and associated data must comply with the latest version of Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE) available from the CADD/GIS Technology Center at <http://tsc.wes.army.mil/products/TSSDS-TSFMS/tssds/html/>. These data will be organized using SDSFIE 2.20 specifications (latest available as of October 2002) for file, class and attribute nomenclature. Information must be collected at no less than 1:1200 scale for base cantonment areas and 1:4800 for large undeveloped base areas. These data will meet or exceed National Map Accuracy Standards at those scales and metadata using Federal Geographic Data Committee (FGDC) Content Standards for Digital Geospatial Metadata (CSDGM) for organization. Content will accompany all submissions.

1.26.5.2 Geospatial Data Format

Geospatial data must be delivered in a georeferenced GIS (Geographic Information System) format (feature-based file structures including one-to-one cardinality between spatial records and attribute records) including attribute data and as specifically outlined in the specific task order contract. All geospatial data must be delivered in World Geodetic Survey 1984 (WGS84) projection, Universal Transverse Mercator (UTM) Coordinate System, using metric coordinate units.

1.26.5.3 Survey Methods

Survey or Resource Grade Global Position Systems (GPS) or comparable traditional survey methods will be used to collect geospatial data (e.g., northing, easting, and elevation above or below the Earth's surface) for all contract activities where geospatial data is involved. This data must be delivered to the installation in an open Relational Database Management System (RDBMS) with the associated attribute data. Examples include but are not limited to obtaining precise GPS data for electrical line endpoints, connections, and connected equipment.

1.26.5.4 Formal Documents

The construction contractor shall provide all formal documents, studies, or reports in 3-Ring binders in a durable and attractive manner. The contents of the documents and CD-ROMs shall be arranged in a logical sequence and organized by sections. References shall be identified as appropriate.

1.26.5.5 Software Files

The construction contractor shall provide two (2) copies of all completed software files to the Base Project Manager, one (1) copy to HQ AFCEA/CESM and one copy to HQ AMC/A70I.

1.27 SPECIAL REFERENCES

(a) Shop Drawings. Bidder's attention is directed to SPECIAL CLAUSE titled "Shop Drawings." The basic requirements for Shop Drawings are set forth in the CONTRACT CLAUSES and SPECIAL CLAUSES.

(b) Approved Equal. Bidder's attention is directed to SPECIAL CLAUSE titled

"Approved Equal."

(c) Payment to Subcontractors. Bidder's attention is directed to SPECIAL CLAUSE titled "Payments to Subcontractors."

1.28 DIFFERENCES IN DRAWINGS

In addition to the provisions of CONTRACT CLAUSE paragraph "Specifications and Drawings for Construction," the structural drawings shall govern in cases where they differ from the architectural drawings.

1.29 LAYOUT OF WORK (1965 APR OCE)

(a) The Government has established bench marks and horizontal control points at the site of the work. These are described and indicated on contract drawings.

(b) From these control points the Contractor shall lay out the work by establishing all lines and grades at the site necessary to control the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings. All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, recordings and computations made by the Contractor in establishing control points shall be available at all times during the progress of the work for ready examination by the Contracting Officer or his representative.

(c) The Contractor shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, tools, and material and all labor as may be required in laying out any part of the work from the control points established by the Government. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other markers established by him until authorized to remove them. The Contractor shall be responsible for maintaining all boundary markers established by the Government. If any of the control points established at the site by the Government are destroyed by or through the negligence of the Contractor, they shall be replaced by the Contractor at his expense. The Contracting Officer may require that work be suspended at any time when horizontal and vertical control points established at the site by the Contractor are not reasonably adequate to permit checking the work. Such suspension will be withdrawn upon proper replacement of the control points. (KCD MAR 04)

1.30 DAMAGE TO WORK (1966 MAR OCE)

The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSE titled "Permits and Responsibilities." However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to CONTRACT CLAUSE titled, "Changes," of the contract, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

1.31 WORK ADJACENT TO ROADS AND HIGHWAYS

Where the construction work is on or adjacent to, or involves hauling over public or private roads, streets, or highways, all herein referred to as "roads," the said roads shall, except as otherwise specified or directed, be kept open for

traffic at all times during the construction period. Further, the Contractor shall, during said construction, provide, erect and maintain warning signs, lanterns or torches or other safety devices and, when necessary, provide flagmen for protection of traffic to the satisfaction of the Contracting Officer and local authorities. The Contractor shall keep the right-of-way of the roads free of debris that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said roads and repair any damage to the roads occasioned by his operations under this contract to the satisfaction of the Contracting Officer and local authorities having jurisdiction. The drainage from the roads shall not be obstructed by the construction work. The Contractor shall be responsible for obtaining and paying for all permits required for operation on all roads.

1.32 APPROVED EQUAL

The drawings and the TECHNICAL PROVISIONS of these specifications may, in some instances, refer to certain items of equipment, material, or article by trade name. References of this type shall not be construed as limiting competition, but shall be regarded as establishing a standard of quality. In this respect, the Contractor's attention is directed to CONTRACT CLAUSE titled "Material and Workmanship."

1.33 SCHEDULE OF WORK

The Contractor's attention is directed to CONTRACT CLAUSE titled "Schedule for Construction Contracts," wherein if, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer.

1.34 UPKEEP OF ROADWAY AREAS WITHIN A MILITARY INSTALLATION WHICH THE CONTRACTOR USES

In addition to the requirements in CONTRACT CLAUSE titled "Operations and Storage Areas," the Contractor shall comply with the following requirements: Where the construction work is on or adjacent to, or involves hauling over public roads, streets, or highways located on a military installation, all herein referred to as "roads," the said roads shall except as otherwise specified or directed, be kept open for traffic at all times during the construction period. The Contractor shall keep the roads including adjacent construction site free of debris including litter, waste construction material, mud etc., that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said roads and construction site and repair any damage occasioned with his operations under this contract to the satisfaction of the Contracting Officer. The drainage from the roads shall not be obstructed by the construction work.

1.35 PROTECTION OF UTILITY LINES

(a) It shall be the Contractor's responsibility to protect all existing utility lines from damage during excavation for utilities systems. Any damage resulting to existing utility systems shall be repaired by the Contractor, to the satisfaction of the contracting officer, at no additional cost to the Government.

(b) All requests for access and/or locations must be made through the Contracting Officer's Representative (COR) or Resident Engineer. The Director of Public Works will work directly with the Resident Engineer to provide timely information to the Contractor.

1.36 CLOSEOUT OF CONTRACTS (KCD July 1990)

The closing out of various features of the contract shall be done before or on the Government contract construction completion date. The Contractor's specific submittals and items required for closeout include, but are not limited to, Operation and Maintenance Manuals (O&M), training, spare parts, equipment list, guarantees, as-built shop drawings and contract drawings.

The Contractor shall review the contract documents and prepare a plan for closeout no later than 90 days after the notice to proceed date for approval by the Contracting Officer Representative (COR). The closeout plan shall also include the Specification Volume No., specification reference section and building name on each closeout item. A summary of the type of closeout information required for each of the items shall be prepared by the Contractor for the closeout plan. The closeout data base shall be updated as required by the Contracting Officer to ensure adequate tracking of the items noted.

The following is a general list of the various types of closeout materials and the data required for each. (* indicates data required on initial submittal)

(a) O&M Manuals:

Descriptions*, Specification Paragraph*, Date Due*, No. Copies Due*, Date Submit Action Code, Resubmit Date, Approved, Date to User

(b) Training Requirements:

Description*, Specification Paragraph*, Length Required*, Date Scheduled, Plan Submitted, Plan Approved, Date Training Held

(c) Spare Parts Required:

Description*, Specification Paragraph*, Quantity Required*, Date Turned Over to User

(d) Salvaged Material:

Description*, Specification-Plan Requirement*, Quantity*, Turn In Document Received

(e) Government-Furnished Equipment:

Description*, Specification-Plan Requirement*, GFCI-GFGI*, Number Required*, Date Equipment Data Required*, Date Equipment Required*, Turnover Document Provided

(f) Utilities Provided or Relocated by Others:

Description*, Relocate or Provide*, Specification-Plan Note*, Date Required*

1.37 MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids. (KCD APR 84)

1.38 PROFIT

1.36.1 Weighted Guidelines

Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors, expressed as percent, shall be as follows:

<u>Factor</u>	<u>Rate</u>	<u>Weight</u>	<u>Value</u>
Degree of Risk	20		
Relative Difficulty of Work	15		

Size of Job	15	
Period of Performance	15	
Contractor's Investment	5	
Assistance by Government	5	
Subcontracting	<u>25</u>	
	100	Profit% _____

1.38.2 Values

Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

1.38.2.1 Degree of Risk

Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

1.38.2.2 Relative Difficulty of Work

If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what the time schedule is.

1.38.2.3 Size of Job

All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05. Work from \$5,000,000 to \$10,000,000 shall be weighted at .04, and work in excess of \$10,000,000 at .03.

1.38.2.4 Period of Performance

Modifications in excess of 24 months are to be weighted at .12. Modifications of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time is not required.

1.38.2.5 Contractor's Investment

To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

1.38.2.6 Assistance by Government

To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government-owned property, equipment and facilities, and expediting assistance.

1.38.2.7 Subcontracting

To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces. (KCD MAR 04)

1.39 SECURITY MEASURES FOR STORAGE OF EXPLOSIVES ONSITE

When explosives are stored on the project site the following security measures shall be followed which are in accordance with the requirements contained in the Corps of Engineers Manual, EM 385-1-1, dated April 1981, as amended, Part II of the Federal Safety and Health Regulations; Metal and Nonmetallic Mine Safety, Title 30, Code of Federal Regulations, and Commerce in Explosives, Title 26, Code of Federal Regulations.

(a) The explosive storage area shall be provided with perimeter fence, chain link or other approved type, not less than 6 feet in height plus extension arms with three strands of barbed wire. The storage area shall be provided with a gate which shall be secured with a chain and padlock. The gate shall be locked at all times except when explosives are being removed or placed in the area.

(b) Minimum distance between a storage magazine and the perimeter fence shall be 25 feet.

(c) The area outside the perimeter fence for a minimum distance of 10 feet and the area inside the perimeter fence shall be kept clear of vegetation and all combustible matter.

(d) The storage area shall be well lighted during the hours of darkness. (MRD Ltr, 16 May 73, HST - 11, 30, 31 23 Apr 75)

1.40 UNEXPECTED HAZARDOUS SUBSTANCES

In the event that suspected hazardous substances are revealed during construction activities, all such construction activities in the immediate area shall be immediately suspended. Hazardous substances for purposes of this specification only, shall be defined as CERCLA hazardous substances, infectious or radioactive wastes, asbestos or oil. The Contractor shall leave the materials undisturbed and shall immediately report the find to the Contracting Officer's Representative (COR) so that proper authorities can be notified. The Contractor shall not resume construction activities in the vicinity of the suspected hazardous substances until written clearance is received from the COR. Identification and removal of any such materials will be conducted in accordance with all Federal, state and local environmental laws and regulations according to the CONTRACT CLAUSE titled "Differing Site Conditions."

1.41 KANSAS SALES AND USE TAX

In accordance with FAR clause 52.229-3, notice is given that the contract price excludes the Kansas sales tax and compensating (use) tax on all sales of tangible personal property and materials purchased by the Contractor or subcontractors for the construction of projects, including repairing or remodeling facilities, for the United States. In accordance with Kan. Stats. Anno., sec. 79-3606(e), the Contracting Officer will obtain from the State and furnish to the Contractor an exemption certificate for this project for use by the Contractor and subcontractors in the purchase of materials for incorporation in the project and of services. The Contractor and the subcontractors shall furnish the number of such certificate to all suppliers from whom such purchases are made, and the suppliers shall execute invoices covering the same bearing the number of such certificate. Pursuant to a 1977 Amendment to K.S.A., 1976 Supp., 79-3606(e), effective 1 July 1977, the Contractor is required to retain all invoices for a period of five (5) years during which time these invoices are subject to audit by the Kansas Director of Taxation. Upon completion of the project, the Contractor shall complete the Project Completion Certification (Form STD 77, Rev. 6/77) in duplicate returning one copy to the Contracting Officer, and forwarding the other to the Kansas Director of Taxation. (KCD)

1.42 EXCAVATION PERMITS

The Contractor is responsible for obtaining a Excavation Permit, McCONN Form 199, from 22 Civil Engineering, Site Development, Building 948 for any excavation work

on government property. The permit will contain drawings showing the existing buried utility lines. The drawings shall be accurate with the best information available to the government; however, variances from the locations shown may be expected. Every attempt should be made by the Contractor to contact knowledgeable personnel to assure that utilities are in the area and that their location on the drawings is accurate. When there is a question, digging will proceed with extreme caution to the extent of hand digging where utilities could be encountered. When digging will occur within two feet of any utility, hand digging only will be used to expose the utility. The average time to process a permit is fourteen (14) days. Southwestern Bell Telephone flags are good for ten (10) days and GTE flags are good for thirty (30) days. The permit shall be renewed every forty-five (45) days. Excavation work shall cease if a permit is allowed to expire and shall not resume until the permit is renewed. The Excavation Permit shall be at the excavation site where the excavation is being performed, not at another location.

1.43 PROCEDURES FOR EXCAVATION PERMITS

- The Contractor shall obtain an excavation permit McCONN Form 199 from 22 Civil Engineering, Site Development, Building 948 and write a precise detailed description of the work to be accomplished and the location also include the contract number, the date the area was flagged and a Kansas One tracking number. Attach an A size (8 ½" x 11") clearly defined site plan showing North arrow, street names, building numbers, nearest cross street, and etc., that should be copied or stapled onto the back of the McCONN Form 199. Seven copies of the permit and site drawing will be turned into Site Development for processing.
- The Contractor shall attend the next weekly excavation permit meeting. Meetings are held every Tuesday at 1000 hours in the Conference Room, Building 696, 53000 Hutchinson Street, McConnell AFB. The Contractor (requestor) must attend the meeting to answer questions about the requested digging permit. The boundaries of excavation shall be marked in white with stakes, flags, or paint (limited) before the request is made at the Tuesday meeting.
- After all POCs have signed the excavation permit, the chief / deputy of CE Operations Flight or Engineering Flight signature must be obtained.
- The Contractor (excavator) will be contacted to pick up completed original excavation permit.
- The Contractor (excavator) shall have the Excavation Permit and maintain a field drawing showing the location of the marked utility lines. Excavation Permit shall be at the excavation site, at all times, when excavation is in progress.
- The Contractor (excavator) shall apply for a new / renewed permit a minimum of one week prior to permit expiration, keeping in mind the Tuesday permit meeting dates. The excavator shall start again at Site Development and then attend the next Tuesday meeting. The excavator shall bring field drawings of the underground lines to the meeting.

1.44 AUTHORIZATION TO OPERATE RADIOACTIVE SOURCES ON BASE

If the Contractor or Sub-Contractor is proposing to use any radioactive equipment on base, approval by the base Radiation Safety Officer (RSO) shall be obtained. To get this approval, the Contractor shall send a written request to the Base RSO at least 30 calendar days before bringing the materials onto the installation in accordance with AFI 40-201, specifically but not limited to paragraphs 3.4.18 through 3.4.18.4. In addition to the requirements of AFI 40-201, the Contractor must submit the following to the RSO with the written request:

- A complete listing of all authorized source users and proof of adequate training for each of the source users.
- Identification of each instrument to be used by manufacturer name, model number, serial number, and specific source or sources which will be used with

each of the instruments.

- The estimated date of initiation of use of radioactive equipment at McConnell AFB and the location of equipment storage areas if stored on base.
- Written notification as to the date when the instrument(s) and its respective radioactive source(s) are permanently removed from the base, after completion of said activities.

1.45 PAVEMENT WORKSHOP

The Corps of Engineers will conduct a three-day pavement workshop to be held at McConnell Air Force Base. The workshop will consist of one day for the Hot Mix Asphalt (HMA) and two days for the Portland Cement Concrete (PCC). The PCC portion of the workshop will not be held if no options with PCC are awarded.

It is mandatory that the Contractor and his representatives attend the workshop for the minimum amount of time as listed below. Additionally, personnel may attend any non-mandatory sessions on a space-available basis. The dates for the workshop will be scheduled after the project is awarded and prior to the start of placing pavement, and will be as directed by the Contracting Officer.

Hot Mix Asphalt (HMA) Quality Control

<u>Project Engineer/Pavement Engineer:</u>	<u>1 day (3 days if also PCC)</u>
<u>CQC Chief:</u>	<u>1 day (3 days if also PCC)</u>
<u>CQC Assistants:</u>	<u>1 day (3 days if also PCC)</u>
<u>CQC CMT Testing Lab (Including</u>	
<u>Mix Design Lab if different from</u>	
<u>on-site lab):</u>	<u>1 day</u>
<u>HMA Paving Foreman/Superintendent:</u>	<u>1 day</u>
<u>HMA Aggregate Supplier(s):</u>	<u>1/2 day</u>
<u>HMA Supplier:</u>	<u>1 day</u>

Portland Cement Concrete (PCC) Quality Control

<u>Project Engineer/Pavement Engineer:</u>	<u>2 days (3 days if also HMA)</u>
<u>CQC Chief:</u>	<u>2 days (3 days if also HMA)</u>
<u>CQC Assistants:</u>	<u>2 days (3 days if also HMA)</u>
<u>CQC CMT Testing Lab (Including</u>	
<u>Mix Design Lab if different from</u>	
<u>on-site lab):</u>	<u>2 days</u>
<u>PCC Paving Foreman/Superintendent:</u>	<u>2 days</u>
<u>PCC Aggregate Supplier:</u>	<u>1/2 day</u>
<u>PCC Supplier:</u>	<u>1 day</u>
<u>Cement/Fly Ash/Admixture Supplier(s):</u>	<u>1/2 day</u>
<u>Sawing/Sealing Contractor(s):</u>	<u>1/2 day</u>

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

* * * * *

-- End of Section --

1 2 3 4 5 6



Symbol	Description	Date	Approved

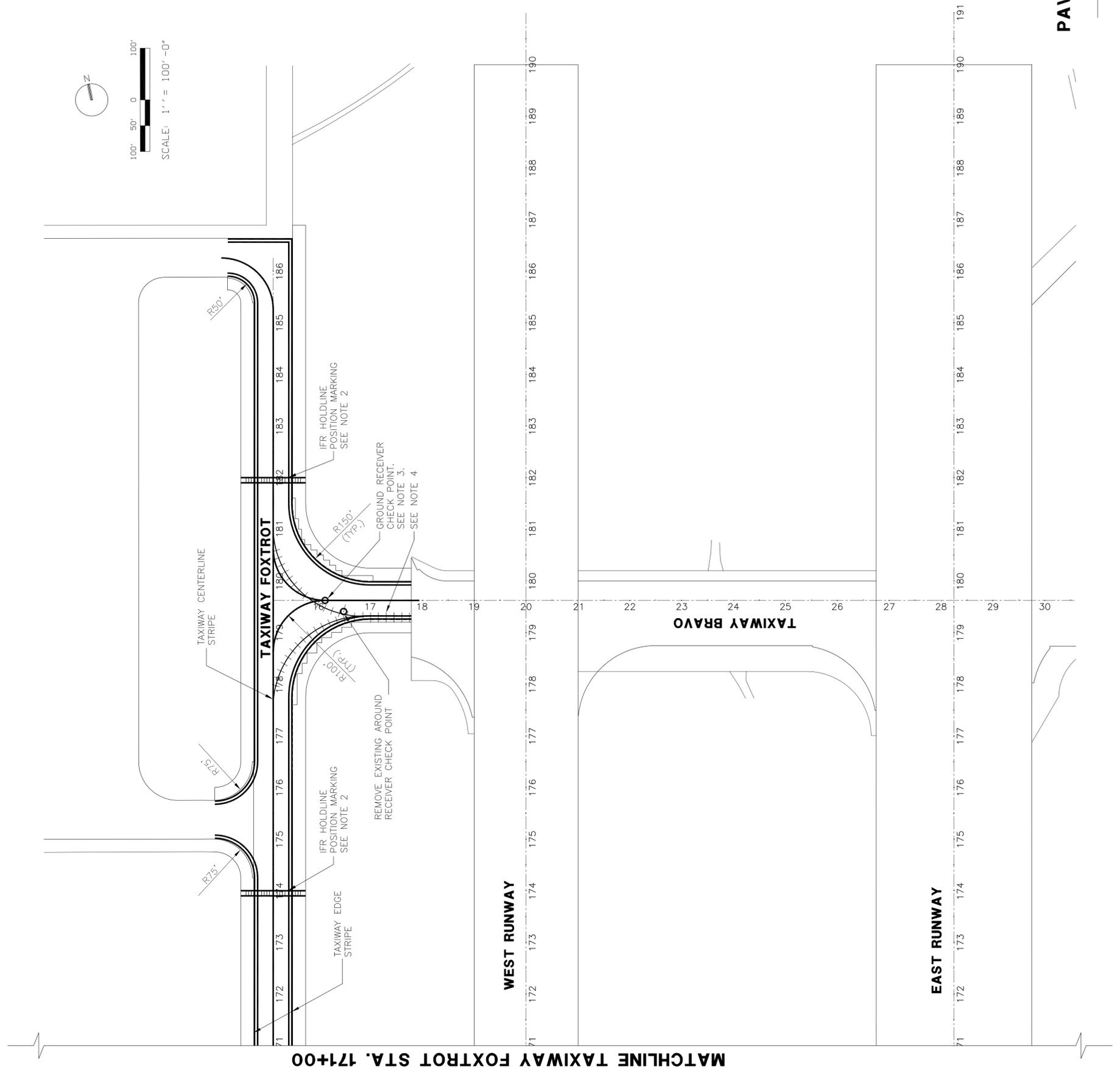
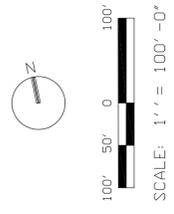
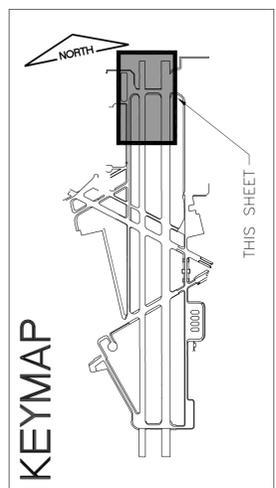
PROJECT DWG NO: AF-130-01	PROJECT SCALE: 1"=100'
DATE: 5 JUL 2004	FILE NAME: CP205F
DESIGNED BY: SMH/SMS	DRAWN BY: CMT
	CHECK BY: SMH

PAVEMENT MARKING 5
 DEPARTMENT OF THE AIR FORCE
McCONNELL AFB
 22D CIVIL ENGINEER SQUADRON

PROJECT TITLE:
REPAIR TAXIWAY FOXTROT
 PROJECT NO: PRAE 07-0078

PROJECT REF NO:
CP-205
 Sheet 272 of 314

H G F E D C B A



- NOTES:**
- FOR TAXIWAY MARKING DETAILS AND DIMENSIONS, SEE TAXIWAY MARKING DETAIL SHEET, CP-704.
 - PAINT NEW MARKING AT EXISTING MARKING LOCATION.
 - GROUND RECEIVER CHECK POINT LOCATION TO BE PROVIDED BY CONTRACTING OFFICER.
 - REMOVE TAXIWAY CENTERLINE STRIPE PRIOR TO PLACING TAXIWAY EDGE STRIPES.

PAVEMENT MARKING - TAXIWAY FOXTROT
STA. 171+00 TO STA. 187+00

1 2 3 4 5 6