

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGES

2. AMENDMENT/MODIFICATION NO. \_\_\_\_\_ 3. EFFECTIVE DATE \_\_\_\_\_ 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_ 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY \_\_\_\_\_ CODE \_\_\_\_\_ 7. ADMINISTERED BY (If other than Item 6) \_\_\_\_\_ CODE \_\_\_\_\_

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) \_\_\_\_\_ (X) 9A. AMENDMENT OF SOLICIATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_  
 10A. MODIFICATION OF CONTRACT/ORDER NO. \_\_\_\_\_  
 10B. DATED (SEE ITEM 11) \_\_\_\_\_  
 CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered 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 telegram 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

|           |   |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
|           | D. OTHER (Specify type of modification and authority)   |

**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.) \_\_\_\_\_

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

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Amendment 0002, SF 30, (Cont'd)

SECTION 00210

Page 00210-5, paragraph 6.1.2.1 SUB-SUBFACTOR I - Work Plan for Sample Task Order Facility and Facility System. Delete: "No Formal Pre Proposal Conference will be held."

SECTION 00700

Add to end of this section the following clauses:

- a. FAR 52.245-2 GOVERNMENT PROPERTY (Fixed-Price Contracts)
- b. FAR 52.245-3 IDENTIFICATION OF GOVERNMENT FURNISHED PROPERTY
- b. 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (Mar 1995) --EFARS
- c. EFARS 52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (Mar 1995)-EFARS

SECTION 00800

Replace this entire section with the attached new 00800 annotated as Amendment 0002.

Amendment 0002

## **52.245-2 Government Property (Fixed-Price Contracts).**

As prescribed in 45.106(b)(1), insert the following clause:

Government Property (Fixed-Price Contracts) (Dec 1989)

(a) *Government-furnished property.* (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) *Title in Government property.* (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

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Amendment 0002

Amendment 0002

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Risk of loss.* Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) *Abandonment and restoration of Contractor's premises.* Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (*e.g.*, abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

*Alternate I (Apr 1984).* As prescribed in 45.106(b)(2), substitute the following paragraph (g) for paragraph (g) of the basic clause:

(g) *Limited risk of loss.* (1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(i

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Amendment 0002

### **52.245-3 Identification of Government-Furnished Property.**

As prescribed in 45.106(c), insert the following clause, in addition to the clause at 52.245-2, Government Property (Fixed-Price Contracts), in solicitations and contracts when a fixed-price construction contract is contemplated under which the Government is to furnish Government property f.o.b. railroad cars at a specified destination or f.o.b. truck at the project site. The contract Schedule shall specify the point of delivery and may include special terms and conditions covering installation, preparation for operation, or equipment testing by the Government or by another contractor.

#### Identification of Government-Furnished Property (Apr 1984)

- (a) The Government will furnish to the Contractor the property identified in the Schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished f.o.b. railroad cars at the place specified in the contract Schedule or f.o.b. truck at the project site. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the job site at its own expense. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.
- (b) Each item of property to be furnished under this clause shall be identified in the Schedule by quantity, item, and description.

(End of clause)

### **52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS**

- (a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.
- (b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VI. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
- (c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
- (d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

Amendment 0002

**52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS**

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced

(b)

taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to:

(1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item.

(End of clause)

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS (SCR)

Due to the recent conversion from the Standard Army Automated Contracting System (SAACONS) to the new Department of Defense's Standard Procurement System, Procurement Desktop Defense (PD<sup>2</sup>), the following clauses and other specific contract requirements you may have been accustomed to seeing in Section 0800, Special Contract Requirements, have been moved. The following chart represents those changes.

| CLAUSES & OTHER REQUIREMENTS PREVIOUSLY LOCATION IN SECTION 00800 |                        | NEW LOCATION  |
|---|------------------------|---------------|
| <b>FAR Clauses</b>  |                        |               |
| Commencement, Prosecution And Completion Of Work (Apr 1984)       | 52.211-10              | Section 00700 |
| Time Extensions (Apr 1984)  | 52.211-13              | Section 00700 |
| Variation In Estimated Quantity (Apr 1984)                        | 52.211-18              | Section 00700 |
| Limitations On Subcontracting (Jan 1991)                          | 52.219-14              | Section 00700 |
| Availability Of Funds (Apr 1984)                                  | 52.232-18              | Section 00700 |
| Availability And Use Of Utility Services (Apr 1984)               | 52.236-14              | Section 00700 |
| Quantity Surveys (Apr 1984)                                       | 52.236-16, Alternate I | Section 00700 |
| <b>DFARS Clauses</b>  |                        |               |
| Payment For Mobilization And Preparatory Work (Dec 1991)          | 252.236-7003           | Section 00700 |
| Payment For Mobilization And Demobilization (Dec 1991)            | 252.236-7004           | Section 00700 |
| Airfield Safety Precautions (Dec 1991)                            | 252.236-7005           | Section 00700 |
| <b>EFARS Clauses</b>  |                        |               |
| Equipment ownership and operating expense schedule                | 52.231-5000            | Section 00700 |
| Payment for materials delivered off-site                          | 52.232-5000            | Section 00700 |
| Basis for Settlement of Proposals                                 | 52.249-5000            | Section 00700 |
| <b>Other Specific Contract Requirements</b>                       |                        |               |
| Time Extensions For Unusually Severe Weather (Oct 1989)           |                        | Section 01000 |
| Payment For Utility Services (FAR 36.303(C)(6))                   |                        | Section 01000 |
| Superintendence Of Subcontractors                                 |                        | Section 01000 |
| Coordination Of Construction With Cemetery Representatives        |                        | Section 01000 |
| Damage To Work Alternate A/Alternate B                            |                        | Section 01000 |

The clauses represented here may not be included in a particular solicitation, depending on the requirements. This list only represents changes made to the overall policy of clause location.

**WARRANTY OF CONSTRUCTION WORK (52.0246-0021 M001)**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor of any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when the damage is the result of --

- (1) The contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, or workmanship.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall --

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

#### **PHYSICAL DATA (APR 1984) (FAR 52.236-4)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. The physical conditions indicated on the drawings and in the specifications are the result of site investigations by surveys [and borings].

b. Ground water levels

It has been observed that ground water levels in heavily timbered or grassed areas quite often undergo a significant temporary rise when the area is cleared and/or stripped. This increase in water level can hinder traffic and construction progress in the affected areas. The duration of the ground water rise varies considerably, depending on prevailing weather and/or climatic conditions. Ref: Yearbook of Agriculture, 1957, copy available for inspection in Fort Worth District Office.

d. Point of delivery for Government-furnished property

See Section 01640 GOVERNMENT-FURNISHED PROPERTY.

## **REQUIRED INSURANCE**

Pursuant to FAR 28.307-2, the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

- a. Workers' compensation and employers' liability insurance in compliance with applicable state statutes, with a minimum employers' liability coverage of \$100,000.
- b. Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability insurance is required.
- c. Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. (See Contract Clause entitled Insurance--Work on a Government Installation)

## **REQUIRED INSURANCE (LOUISIANA ARMY AMMUNITION PLANT)**

Pursuant to FAR 28.307-2, the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

- a. Workers' compensation and employers' liability insurance in compliance with applicable state statutes, with a minimum employers' liability coverage of \$100,000.
- b. Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. [Property damage liability insurance in the minimum amount of \$100,000 is required.]
- c. Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. (See Contract Clause entitled Insurance--Work on a Government Installation)

## **HAZARDOUS MATERIALS ABATEMENT INSURANCE**

- a. If hazardous materials (e.g. asbestos, lead-based paint, polychlorinated biphenyl (pcb) compounds) abatement/removal or any other work with hazardous materials is required under this contract and Comprehensive General Liability Insurance is required, the policy of insurance which covers the hazardous materials abatement/removal or other work with asbestos shall be a "per occurrence" policy as that term used in the insurance industry. A policy issued on a "claims made" basis or any other "short tail" basis will not be accepted.
- b. The Comprehensive General Liability per occurrence policy shall be obtained by the prime Contractor if the hazardous materials abatement work is performed by the prime Contractor's own work force, or by an hazardous materials abatement subcontractor(s), if the hazardous materials abatement work is subcontracted. The Contractor shall insert in the subcontract a requirement for the hazardous materials abatement subcontractor(s) to provide and maintain the insurance required by this paragraph. The Contractor shall maintain a copy of the subcontractor's proof of required insurance, and shall make such copy available to the Contracting Officer upon request.

## **CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS**

- a. The Government will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. It is the Contractor's responsibility to reproduce a set of contract drawings from this compact disk. The Government will not give the contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.
- b. The Contractor shall--
  1. Check all drawings furnished immediately upon receipt;
  2. Compare all drawings and verify the figures before laying out the work;
  3. Promptly notify the Contracting Officer of any discrepancies; and
  4. Be responsible for any errors that might have been avoided by complying with this paragraph (b).
- c. Large-scale drawings shall, in general, govern small-scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.
- d. Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- e. The work shall conform to the specifications and the contract drawings identified as:  
DACA63-00-R-0019. The list of drawings and maps set out in the index on the drawings is hereby incorporated by reference into these specifications. Schedules included in the drawings are for the purpose of defining requirements other than quantities.

## **SALVAGE MATERIALS AND EQUIPMENT**

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

## **SALVAGE MATERIALS AND EQUIPMENT (AIR FORCE)**

- a. The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.
- b. In consideration for credit allowed in the contract price, the title to all scrap and salvage generated as a direct result of this contract is vested in the Contractor unless specifically excepted. The scrap and salvage shall be disposed of off the Base by the Contractor.

## **YEAR 2000 COMPLIANCE**

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the Contractor shall:

- a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order that may be affected by the Y2K compliance requirement.
- b. Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

## **REQUIRED INVENTORY OF INFORMATION TECHNOLOGY**

In accordance with SCR-6, "Year 2000 Compliance", the inventory of all information technology, including embedded systems (i.e., microprocessor-based equipment) furnished under this contract which may be affected by the Year 2000 compliance requirement shall contain the following information:

- a. Contract number, project title, name of contractor
- b. Equipment name/label
- c. Indication on whether the information technology is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance
- d. Manufacturer's model/serial number and date manufactured
- e. Specific location of equipment, i.e., building/room number
- f. If equipment is a controller only, indicate what other equipment is controlled by this controller
- g. Interoperability: identify any other equipment that is sending/receiving information to monitor or control said equipment
- h. If a PC, including laptop, is required to program, update data, etc., of said equipment, provide PC specifications, operating software name and version number
- i. Method used to determine Y2K compliance, i.e., field test, manufacturer's Statement of Compliance, etc.

See Appendix A at Section 00800 for a list of examples of embedded systems.

## **CORRESPONDENCE IDENTIFICATION**

- a. The Contractor shall use a serial numbering system on all formal correspondence sent to the Contracting Officer or his representative. The Contractor will provide one original and two duplicate copies of all correspondence.
- b. The Contractor may use a Request for Information (RFI) system for drawing/specification clarifications, subject to the following conditions:
  1. The Contractor shall use a sequential numbering system for all RFI's separate and apart from the correspondence numbering system.
  2. The Contractor shall provide one original and two copies of all RFI's.
  3. The Contractor shall designate ONE individual responsible person, subject to approval by the Contracting Officer, for reviewing and issuing RFI's.

4. For projects requiring Network Analysis Systems (NAS), all RFI's shall identify the NAS activities directly or indirectly affected by the RFI on the progress schedule. The Contractor should anticipate a minimum of 10 calendar days for Government review and response.
5. No requests for deviations or variations from the contract by RFI will be allowed. Deviations/variations are to be submitted on ENG Form 4025 as described in Section 01330 Submittal Procedures.
6. The use of RFI's does not relieve the Contractor of the responsibility for reviewing the contract documents and coordinating the work to be performed. If the Contracting Officer determines that the RFI system is being used for other than its intended purpose, the Contracting Officer has the authority to discontinue the use of the RFI's for the remainder of the contract.

#### **EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE**

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of EFARS 52.231-5000, EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. Interested parties may purchase copies of EP 1110-1-8 (Volumes 1 through 12) by phoning (202) 783-3238, or by writing "Superintendent of Documents U.S. Government Printing Office, Washington, D.C. 20402." Major credit cards are accepted. An electronic copy of this publication may be found the US Army Corps of Engineers Publication web site at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>

#### **DESIGN BUILD SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR**

The Contractor shall furnish the Contracting Officer within 10 days after the award the items of work he will perform with his own forces and the estimated cost of those items. The percentage of work that must be performed by the Contractor is stated in the clause entitled, "Performance of Work by the Contractor."

#### **DESIGN BUILD PROTECTION OF MATERIAL AND WORK**

The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies, and work performed are not adequately protected by the contractor, the Government may protect such property and the cost thereof may be charged to the contractor or deducted from any payment due him.

#### **DESIGN BUILD KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS**

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to the individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

#### **DESIGN-BUILD CONTRACT-ORDER OF PRECEDENCE**

- a. The Contract includes the standard contract clauses and schedules current at the time of contract award. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments, and (2) the successful offeror's accepted proposal, and (3) the Government-accepted Contractor's final (100%) design drawings and specifications. The Contract constitutes and defines the entire agreement between the

Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

- b. In the event of conflict or inconsistency between any of the provisions of this Contract, precedence shall be given in the following order:
  1. Contractor-identified, Government-accepted deviations, including betterments, to the Solicitation (i.e. "Request for Proposals").
  2. The Solicitation, including all amendments (See also Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION).
  3. All other provisions of the accepted proposal.
  4. Government-accepted final (100%) design drawings and specifications.
  5. Any design products including, but not limited to, drawings, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. Design products shall conform with all provisions of the Contract.
  6. Failure of any of the reviews to identify a proposed level of quality of systems, equipment, or materials that does not meet the minimum criteria of the Request For Proposal documents does not relieve the Contractor of these requirements. If the accepted Final (100%) Design submittal documents specify a level of quality of systems or materials that exceed any that are specified in the Request For Proposal documents (i.e. betterments), then these new levels shall become the new minimum level of quality requirements. The new minimum requirements shall not be lowered or changed without written Government approval.

#### **DESIGN-BUILD PROPOSED BETTERMENTS**

- a. The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal or the Government-accepted Contractor's Final (100%) design submittal documents become a requirement of the awarded contract, unless specifically excluded.
- b. "Betterment" is defined as any material, equipment, component, assembly, or system which exceeds the minimum requirements stated in the Request for Proposal. This includes all proposed betterments listed in accordance with the "Proposal Submission Requirements" of the Solicitation, all Government identified betterments, and those included on any of the Government-accepted Contractor's Final (100%) design submittal documents.
- c. "Government identified betterments" include the betterments identified on the "List of Accepted Project Betterments" prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other betterments identified in the accepted Proposal after award.

#### **TASK ORDERS INCLUDING DESIGN AND CONSTRUCTION SERVICES**

- a. Limitation on Payment for Design Services. If it should be necessary to terminate a Task Order which includes design, for any reason, prior to completion, the Government will pay the Contractor a fair and reasonable price for the design services performed and delivered to the Government. However, such payment will not exceed a sum greater than the amount allowable under 10 USC 4540 regardless of the actual costs the Contractor may be able to substantiate.

## **GOVERNMENT RIGHTS (UNLIMITED)**

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

## **DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE GOVERNMENT (REF DFARS 227.7107(B))**

All designs, drawings, specifications, notes, and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in a copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights or to establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in the contract, the Contractor shall have the right to retain copies of all works beyond such period.

## **RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN**

- a. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services.
- b. Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services described in paragraph (a) furnished under this contract.
- c. The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

## **REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

## **DESIGN BUILD RECOMMENDED INSURANCE COVERAGE**

The Design-Build Contractor's attention is invited to the Special Contract Requirements clauses entitled "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN" and "WARRANTY OF CONSTRUCTION WORK". These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnish by his inhouse or consultant forces, and requires that the Design/Build Contractor correct and revise any errors or deficiencies in the work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor shall

correct and change any work resulting from defective design at no additional cost to the Government. The requirements further stipulate that the Design/Build Contractor shall be liable to the Government for damages to the Government caused by negligent performance of his/her designers. Though not a mandatory requirement, this is to recommend that the Design/Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

#### **CONTRACTOR'S FINAL (100%) DESIGN DOCUMENTS**

- a. The drawings and specifications referred to in the third sentence of Contract Clause 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, subparagraph (a), are those drawings and specifications furnished with the Solicitation; this reference does not apply to the accepted Contractor's final (100%) design documents.
- b. In addition to Contract Clause 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, subparagraph (a)'s requirement for keeping the Solicitation's drawings and specifications at the work site, the Contractor shall also keep on the work site a copy of the accepted Contractor's Final (100%) Design Documents (drawings and specifications, including schedules and color boards) and a complete set of the Contract Documents. The Contractor shall at all times give the Contracting Officer access to these documents as well.

#### **APPROVAL OF MACHINERY AND EQUIPMENT**

Reference to Contracting Officer's approval of "machinery and mechanical and other equipment to be incorporated into the work" in Contract Clause 52.236-5 MATERIAL AND WORKMANSHIP, paragraph (b), applies only to machinery and equipment specified in the Solicitation documents.

#### **LIMITATION OF PAYMENT FOR DESIGN**

If it should be necessary to terminate this contract, for any reason, prior to completion, the Government will pay the Contractor a fair and reasonable price for the design services performed and delivered to the Government. However, such payment will not exceed a sum greater than the amount allowable under 10 USC 4540 regardless of the actual costs the Contractor may be able to substantiate.

#### **UTILITY SERVICES**

Water and electrical services may be available from Government-owned and operated systems and furnished and will be charged the Contractor when available at each task order site. Where utilities are required for performance but not available at the job site, contractor will be required to furnish utilities at his own expense. The contractor is responsible for making connections and restorations and for making such arrangements with the Contracting Officer or his designated representative. Utility arrangements shall be included in the contractor's proposal for each task order.

## **IDENTIFICATION OF EMPLOYEES**

a. The Contractor shall furnish an identification badge/card to each employee prior to commencement of work on site by any employee, and employees shall wear a visible identification badge at all times on the job site. As a minimum, the contractor's name and phone number, employee's photograph, title of contract, and employee name/identification shall be displayed on the identification. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee.

b. WORK IN SECURE AREA: In the event that work is required in a secure area, the Contractor shall obtain and submit through the COR to the Security Office fingerprints of all persons employed on the project. Refer to applicable security clauses for additional specific requirements and procedures for obtaining employee identifications.

c. Clothing worn by all contractor employees shall comply with applicable health and safety provisions and shall not include any portion of past or present military uniforms. Official contractor logos and uniforms are permissible. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

## **PAYMENT FOR MATERIALS DELIVERED OFF-SITE (JUL 1989)**

(EFARS 32.111 (71))

Pursuant to the clause entitled "Payments Under Fixed Priced Construction Contracts" materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to those materials which have been approved, if required by the technical provisions; those materials which have been fabricated to the point where they are identifiable to an item of work required under this contract. Such payment will be made only after receipt of paid or receipted invoices or invoices with cancelled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item.

## **LIQUIDATED DAMAGES--CONSTRUCTION**

(a) If the Contractor fails to complete the work within the time specified in the task order, or any extension thereof, the Contractor shall pay to the Government liquidated damages, for each day of contractor delay, as negotiated in each individual task order.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

## **LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

See Sections 00900 DESCRIPTION/SPECS/WORK STATEMENT and 00910 CONTRACT DATA REQUIREMENTS LIST & DATA ITEM DESCRIPTIONS for applicable documents, exhibits, and other attachments.

## **LANGUAGE**

For each work group which employs individuals who do not speak English, the contractor shall provide a bilingual foreman who is fluent in the English language and in the language of the workers. The Contractor will implement the requirements of EM 385-1-1, paragraph 01.B01, 01.B02, and 01.C.02 through these foremen.

## **LAYOUT OF WORK (APR 1984)**

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

## **WRITTEN GUARANTEES AND GUARANTOR'S REPRESENTATIVE**

The Government is entitled to all standard commercially-offered warranties/guarantees. The contractor shall obtain all warranties, have them executed in writing and furnish them to the Contracting Officer prior to final inspection. Additionally, the contractor shall furnish, with each guarantee, the name, address, and telephone number of guarantor's representative who, upon the Contracting Officer's request, will honor the guarantee during the guarantee period and who will provide the services in accordance with the guarantee terms.

## **CONTRADICTION IN QUANTITIES**

Any contradiction in quantities requested (i.e., 6 copies required by the CONTRACT DATA REQUIREMENTS LIST and 4 copies required by Division I specifications) the greater quantity shall be provided.

#### **CONTRACT ADMINISTRATION OFFICE**

The Contract Administration Office for this contract is located at the following address:

U.S. Army Corps of Engineers  
Southwestern Area Office  
ATTN: CESWF-AO-W  
6380 Morgan Ave, Suite A  
El Paso, Texas 779906-4604

#### **CONTRACTING OFFICER REPRESENTATIVE (COR)**

The Contracting Officer Representative(s) will be designated by letter after contract award.

#### **BILLING PROCEDURES**

a. The contractor shall submit, at least monthly, billings in accordance with the clause entitled "Allowable Cost and Payment" and "Payments Under Time-and-Materials and Labor-Hours Contracts". All documents submitted for payment shall reference that accounting and appropriation data set forth in the individual task order.

b. Billings for fixed price orders shall be submitted pursuant to the "Payments" clause.

#### **TECHNICAL LIAISON AND SURVEILLANCE**

a. Performance by the contractor of the technical aspects of this contract as described in the Scope of Work is under the cognizance of the U.S. Army Corps of Engineers, Fort Worth District. All matters relating solely to the technical aspects of the contractor's performance may be communicated directly to the technical point of contact named in paragraph c below. This clause is governed by the following:

b. No changes in the scope of work within the task order or within the scope of this contract, which would effect a change in any term or clause of this contract, shall be made, except by a modification executed by the Contracting Officer. The contractor is responsible to ensure that all contractor personnel are knowledgeable and cognizant of this contract clause. Changes to contract efforts accepted and performed by contractor personnel outside of the contract, without authorization of the Contracting Officer, shall be the responsibility of the contractor.

c. The technical point of contact for each task order will be the Administrative Contracting Officer at the U.S. Army Corps of Engineers (Southwestern Area Office) unless identified otherwise in the task order.

#### **UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL**

a. The contractor shall not accept any instructions issued by any person employed by U.S. Government or otherwise, other than the Contracting

Officer, or the Contracting Officer's Representatives (the Administrative Contracting Officer (ACO) and the Contracting Officer's Representative (COR)) acting within the limits of their authority). The ACO and COR, and the scope of their authority, will be designated in writing and identified to the contractor.

b. Only information contained in an authorized amendment or modification to the contract, or a task order duly issued by the Contracting Officer, may be considered by the contractor as grounds for deviation from any stipulation of this contract, any modification, referenced drawings, and/or specifications. No information received from any person employed by the Government, other than the Contracting Officer, shall be considered as grounds for deviations from the specified stipulations.

#### **WORK BY THE GOVERNMENT**

The Government reserves the right to undertake performance by Government forces or other Contractors, the same type or similar work as contracted for herein, as the Government deems necessary or desirable. Such action on the behalf of the Government will not breach or otherwise violate this contract.

#### **GOVERNMENT-FURNISHED SITE**

a. If the Contractor wants an on-site office, a parcel of land will be provided on Fort Bliss and WSMR as designated by the Contracting Officer, or his designated representative. On-site offices at the other bases and sites shall be provided by the Contractor if required by individual task orders and approved by the Contracting Officer, Ordering Officer, or his designated representative.

b. If the Contractor intends to have an on-site office, or facility, trailers and storage areas with visual screens to house staff personnel and equipment used in performance of this contract, site facilities are required to meet base standards and connect to existing utility lines. See Section 01500 TEMPORARY CONSTRUCTION FACILITIES.

#### **ORDERING PROCEDURES**

a. As the need exists for performance under the terms of this contract, the Contracting Officer, or his authorized representative will notify the Contractor, in writing, of an existing requirement.

b. Upon receipt of this notification, the Contractor shall respond to the needs of the Government within 2 working days by visiting the proposed work site in the company of the Contracting Officer or his authorized representative. Per Section 00800, "TASK ORDER LIMITATIONS", if the Contractor does not wish to provide the services identified at the site visit he must submit an explanation of non-intent, in writing, within 48 hours after the site visit. Explanation of non-intent must be acceptable to the Government. The Government may issue a time-and-material individual task order to the Contractor if it deems the reasons for non-intent are unacceptable; the Contractor may, at his discretion, submit a claim to the

Contracting Officer for final decision, but will be required to proceed diligently and expeditiously with the requirements of the task order.

c. Upon establishment of the scope of the individual requirement, the Contractor shall then be requested in writing by the Contracting Officer or his authorized representative to prepare his proposal for accomplishment of the task.

(1) The Contractor's proposal must be supported by necessary documentation to indicate that adequate engineering and planning to accomplish the requirement has been done.

(2) Time for submittal of the Contractor's proposal for individual requirements will be as agreed upon by the Government and the Contractor for unusually difficult projects.

d. Contractor's proposals shall be provided as outlined in Section 00910 CONTRACT DATA REQUIREMENTS LIST & DATA ITEM DESCRIPTIONS, FRP008, PRICE PROPOSAL.

e. Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness. The Government will negotiate with the Contractor on all CLINS, performance times, method of construction, materials chosen, and quantities.

f. The Government may determine the appropriate liquidated damages per task order. (See Section 00800, "LIQUIDATED DAMAGES--CONSTRUCTION.")

g. Task orders will then be issued using a DD Form 1155. Each task order will include the following information:

- (1) Date of the task order.
- (2) Contract number, task order number, and performance period in calendar days.
- (3) Item number and description, quantity and unit prices.
- (4) Task order price, delivery or performance data.
- (5) Accounting and appropriation data.
- (6) Any other pertinent data. (Scope of Work, drawings, etc.)

h. It should be realized by the Contractor that unforeseen circumstances may prohibit the Government from issuing an individual task order even after the receipt of the Contractor's task order proposal or after the task order has been negotiated. If such circumstances arise, the Government is not obligated to reimburse the Contractor for any costs incurred in the preparation of the task order proposal.

#### **COMMENCEMENT OF MOBILIZATION/WORK**

a. The Contractor shall commence any mobilization and familiarization activities prior to actual work on individual task orders as soon after contract award as practicable. The contractor shall be able to perform site visits, submit cost proposals, and negotiate task orders with the Government ten (10) calendar days after contract award. The Contractor shall be fully operational and capable of immediately starting physical work on any task order within 45 calendar days after contract award.

b. WITHIN 10 CALENDAR DAYS UPON NOTIFICATION OF AWARD THE CONTRACTOR SHALL: Submit Performance and Payment Bonds to the Contracting Officer (See Section 00700, Performance and Payment Bonds).

c. WITHIN 5 WORKING DAYS OF ACCEPTANCE OF BONDS THE CONTRACTOR SHALL:  
(1) Meet with the Contracting Officer's authorized representative to establish the agenda for the pre-construction conference (See Section 00800, "PRE-CONSTRUCTION CONFERENCE").  
(2) Initiate mobilization to the contractor's yard as designated by the Contracting Officer authorized representative.  
(3) Initiate utility hookups at the contractor's yard.

d. WITHIN 45 CALENDAR DAYS OF AWARD THE CONTRACTOR SHALL:  
(1) Have all critical staff members on site.  
(2) Be fully operational and capable of immediately starting physical work on any task orders previously negotiated with the Government and on any required task orders.

#### **PRE-CONSTRUCTION CONFERENCE**

a. Initial Conference. When determined appropriate by the Contracting Officer, before the issuance of the first task order under the contract, a conference will be conducted by the Ordering Officer or the Contracting Officer's Representative to acquaint the Contractor with Government policies and procedures that are to be observed during the prosecution of the work and to develop a mutual understanding relative to the administration of the contract.

b. Individual Task Order Conferences. Conferences will be held on all task orders except those deemed not necessary by the Ordering Officer or the Contracting Officer's Representative.

#### **DEVIATION FROM PROPOSED LIST OF SUBCONTRACTORS**

a. The Contractor shall update the list of his subcontractors monthly and submit the updated list to the ACO/COR by the 10th day of each month. This list should contain all subcontractor deviations (increases/decreases) which vary from the original list of contemplated subcontractors provided in the technical proposal.

b. In addition to the above, the contractor shall submit with proposal for each task order a list of subcontractors who will perform work under each task order.

#### **GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS**

a. If Government property is furnished as part of a task order, it will be identified on the individual task orders. The Government property will be received, loaded and transported from the storage site by the contractor. The contractor shall be required to establish a hand receipt with the appropriate Property Book Officer to receive the supplies as directed by the Contracting Officer or Ordering Officer

b. The Contractor assumes the risk and responsibility for the loss or damage to Government-furnished property as defined in FAR 52.245-2.

c. The Contractor shall follow the instructions of the Contracting Officer or his designated representative regarding the disposition of all Government furnished property not consumed in performance of a task order.

#### **RECORD DRAWINGS**

a. During the execution of each task order, the contractor shall maintain a detailed record (vector graphics) at the job site of all changes and corrections from layouts shown on the provided drawings or, as appropriate, produce drawings of all work completed. This action is required to update record drawings, to complete a DD Form 1354 (Transfer and Acceptance of Military Real Property).

b. The contractor shall be responsible for providing all contract drawings in the format specified by the Government. Each sheet of the corrected set shall be stamped with the marking "RECORD DRAWINGS AS BUILT." The contractor shall also submit the complete DD Form 1354 to the COR with The record drawings.

c. Prior to final payment for each task order, the contractor shall provide a record drawing as designated by the Contracting Officer. Final as-built drawings shall indicate, in addition to all changes and corrections, the actual location of all subsurface utility lines which were affected or encountered during the work on the task order. The as-built drawings shall show, by offset dimensions to two permanently fixed surface fixtures, the end of each run and the location of each change in direction. Valves, splice boxes, material types and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run and type of material shall also be recorded. All information available about installed appurtenances shall be recorded and keyed to the installed location of the drawings.

d. At the time of beneficial occupancy of each structure or facility involved under the contract, the contractor shall submit to the Contracting Officer, or his designated representative as-built prints showing the aforementioned data. Within ten (10) work days of the date set for completion of each task order, the contractor shall submit the final as-built and record drawings to the Contracting Officer or his designated representative for review and approval if required by the Contracting Officer. DD Form 1354 shall be provided to the Contracting Officer, or his designated representative for review and approval at this time.

e. Submission of all drawings, tracing, prints, records, and as-built drawings shall be in electronic format if specified by the Contracting Officer or his designated representative.

f. The Contracting Officer will consider that satisfactory progress has not been achieved for specified periods in question where the contractor fails to maintain either the required record drawings or DD Form 1354. Ten percent (10%) (or a minimum of \$500.00) of any progress payment to be made will, therefore, be retained by the Government until such drawings and completed forms are current.

g. See Section 01770 CONTRACT AND TASK ORDER CLOSEOUT, paragraph RECORD DRAWINGS.

#### **SCHEDULING WORK**

a. Before commencement of work under a task order, the Contractor shall confer with the ACO and agree on a sequence of procedures; means of access to premises and building; space for storage of materials, fixtures and equipment (excluding computers); delivery of materials and use of approach; use of corridors, stairways, elevators; means of communications; location of partitions, eating spaces, and restrooms for Contractor's employees, etc. A pre-construction conference may be scheduled at the discretion of the Contracting Officer or his designated representative.

b. Most work will be performed in occupied areas. Furniture and portable office equipment in the immediate area shall be moved by the Contractor and replaced to its original position. If the work required by the task order will not allow for replacing furniture and portable office equipment in its original location, the contractor shall replace those items in new locations as assigned by the Contracting Officer or his designated representative. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel.

c. When detours or street closures are required either during regular duty hours or non-duty hours, the contractor shall notify the Contracting Officer or his designated representative, in writing, at least ten (10) calendar days in advance of the occurrence, describing the circumstances and requesting approval. One lane of traffic shall be maintained at all times unless otherwise approved in writing by the Contracting Officer or authorized representative. The contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each task order at no additional cost to the Government. The final street repair shall be completed within 14 days after the start of any street demolition for utility crossings or other purposes. Any part of the street returned to services prior to final repair shall be maintained smooth with hot-mix cold-lay surface course. Proposed traffic control methods shall comply with the Uniform Traffic Control Device Manual and shall be submitted to the Contracting Officer or his designated representative for final approval.

d. At the end of each working day, the contractor shall notify the Contracting Officer or his representative of the locations of work to be accomplished the following work day via daily inspection logs.

e. Work which requires tapping into existing electrical, sewer, water, storm sewer, air lines, controls, alarms, telephone wires, etc., shall be performed in a manner which causes minimum interference with base operations.

(1) Where possible, and as directed by the Contracting Officer or his designated representative, interruptions to utility services in other than family housing areas, shall occur during a weekend or during other than regular working hours and shall be coordinated with the Contracting Officer or his designated representative.

(2) When interruption of utility services is required, either during regular duty hours or non-duty hours, the contractor shall notify the Contracting Officer or his designated representative, in writing, at

least fourteen (14) calendar days in advance of the occurrence, describing the circumstances and requesting approval. The contractor shall be required to shut off and restore service unless otherwise directed by the Contracting Officer.

#### **OPERATION AND MAINTENANCE**

a. Prior to final acceptance and payment of each Task Order, the Contractor shall submit one (1) complete equipment listing (to include name plate data) and three (3) copies of all operation and maintenance manuals to the Contracting Officer's Representative for all mechanical/electrical systems, electrical controls, etc.

b. Three work days in advance of final acceptance and payment, the contractor shall conduct a training session (one-hour minimum, on site) to brief up to six (6) Government personnel on the operation and maintenance procedures of such systems. The Contractor shall provide three (3) complete tear-down/overhaul/repair manuals and two (2) complete service literature catalogs for the equipment manufacturer's engineered machinery products for the equipment provided, as specified by task order. See Section 01770 CONTRACT AND TASK ORDER CLOSEOUT.

#### **ENVIRONMENTAL PROTECTION**

a. The contractor shall be responsible for the proper removal, handling, and disposal of all solid, liquid, and gaseous contaminants including lead and freon in accordance with all Federal, state and local regulations and codes in addition to the provisions specified herein.

(1) Freon in existing refrigeration equipment shall be removed by licensed personnel into cylinders and drums approved for recovery in accordance with ARI-88 and Mil Spec BBF-142B. Freon shall not be discharged into the environment. All recovered freon shall be turned in to the Installation Director of Public Works (Army) or Base Civil Engineer (AFB).

(2) Contractor shall discharge gaseous contaminants so that they will be sufficiently diluted with fresh air to reduce their toxicity to an acceptable level.

(3) Liquid contaminants may, subject to local utility standards, be diluted with water to a level of quality acceptable in the local sewer system, or shall be disposed of in approved vessel at approved sites.

b. All contaminants, scrap and debris resulting from operations under this contract, shall be removed at the end of each working day and hauled off base to a state approved landfill. The Government will not provide a disposal site for contaminants or toxic waste.

c. Burning of Materials and Debris. No materials or debris shall be burned on Government property.

d. Covered Chutes. All chutes for contaminants, refuse, etc., shall be covered or designed so as to fully confine the material to prevent the dissemination of dust.

e. The Contractor shall coordinate all activities which may require environmental documentation or state environmental permits with the Installation Environmental and Natural Resources office, depending on the location of the task order site, prior to start of work.

f. See Sections 01410 & 01412 ENVIRONMENT PROTECTION.

#### **CONSTRUCTION SITE MAINTENANCE**

a. The Contractor shall store all supplies and equipment at the location designated for the Contractor's Management Office or at a location designated by/coordinated with the Contracting Officer's Representative so as to preclude mechanical and climatic damage. The site shall be maintained in a neat and orderly manner in accordance with base regulations. Vehicles shall not be parked on grassy areas. See Section 01500 TEMPORARY CONSTRUCTION FACILITIES.

#### **NOISE CONTROL**

See Sections 01410 & 01412 ENVIRONMENT PROTECTION.

#### **GOVERNMENT EQUIPMENT ON THE SITE**

The Contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss; move and store equipment that is removed in performance of work where directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced equal to its condition prior to starting work. Security for equipment or materials that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

#### **TRUCKING**

The Contractor shall load all trucks in a manner which will relieve the site of loose debris in a manner that will prevent dropping of dust, dirt, and other materials on streets. The Contractor shall be responsible for cleaning up any materials that fall from trucks and any damage caused by debris falling out/off of trucks.

#### **TOILET FACILITIES**

Contractor's personnel will be permitted to use toilet facilities where available and or allowed by Facility User on the premises subject to regulation and control of the Contracting Officer or his designated representative. Contractor personnel shall ensure facility cleanliness is maintained at all times. On those sites where no toilet facilities are available, the Contractor shall provide adequate facilities, at no additional cost to the Government. These facilities shall be maintained in accordance with base regulations.

## **ELEVATORS**

a. Any temporary use of an existing elevator shall be by arrangement with the custodian and subject to his controls. Such use will be of an intermittent nature. The Contractor shall provide and maintain suitable and adequate protection covering for the elevator machinery, the hatchway entrance, and the interior of the elevator during the period of temporary use. Loads in excess of the rated capacity of the elevator will not be permitted.

b. The Government will bear the cost of electrical current for the operation of the elevator. Upon completion of work, the Contractor shall remove the protection coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to that in which he found it.

## **SAFETY AND HEALTH**

a. This section is applicable to all work covered by this contract.

b. The publications listed in Section 00900 DESCRIPTION/SPECS/WORK STATEMENT are applicable to and form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

c. Definition of Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910, and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBs), explosives, radioactive material, lead, and lead based paint, but may include others.

d. Asbestos

(1) Asbestos containing material (ACM) demolition may be required under this contract.

(2) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

(3) The Contractor is advised that friable and/or nonfriable asbestos-containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

(4) Care shall be taken to avoid releasing, or causing to be released,

asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1002 and 29 CFR 1926.58 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that shall be taken when working with or around asbestos-containing materials. The Environmental Protection Agency (EPA) has established standards at 49 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

(5) Use of friable asbestos-containing materials are not permitted by current criteria and shall not be used in new construction or modification projects (ETL 1110-1-118, 27 May 1983). Plans and specifications for all new construction and modification projects will be reviewed to ensure that the use of friable asbestos-containing materials is not specified.

(6) Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or nonfriable asbestos-containing material shall be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA, EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

e. Lead-Base Paint: The contractor shall report any findings of suspected lead or lead-based paint to the Contracting Officer's Representative before starting work. Lead-based paint removal and disposal may be required under this contract.

#### **SAFETY ASSURANCE**

a. Preconstruction Safety Meeting: Representatives of the Contractor shall meet with the Contracting Officer or his representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract.

(1) This meeting may be held in conjunction with the pre-construction conference, if so directed by the Contracting Officer, or his designated representative. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards.

(2) The Contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall attend this meeting. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract.

b. Compliance with Regulations: All work, including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with Department of Labor, OSHA requirements found in 29 CFR 1910 and 29 CFR 1926, project identified national standards, military manuals, instructions, pamphlets, standards

and handbooks, and with USACE Safety Manual EM 385-1-1. All work shall comply with latest revisions of Federal, State and local regulations in force at time of task order award.

c. Work involving the disturbance or dismantling of asbestos, asbestos-containing materials or lead based paint; the demolition of structures containing asbestos or lead based paint; and/or the disposal and removal of asbestos or lead based paint, shall be reported to the Contracting Officer before starting work.

d. Contractor Responsibility:

(1) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall not hold the Government liable for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

(2) The Contractor shall furnish to the Contracting Officer's Representative a complete accident prevention plan, including a hazard analysis of all operations to be performed by construction trade. The hazard analysis shall be updated/submitted to the Contracting Officer's Representative on an ongoing basis as required prior to start of new work. The accident prevention plan/hazard analysis documentation shall be forwarded to the Contracting Officer's Representative's Installation Occupational Safety and Health Office, for approval prior to start of contractual operations.

(3) All temporary construction electrical systems shall be equipped with ground fault circuit interrupter (GFCI) protection.

(4) Contractor shall have a hearing conservation program in force when the noise level is 85dBA or greater for Contractor/Government personnel.

(5) Contractor shall have a hazardous communication (HAZCOM) program in force and have his personnel trained in the HAZCOM program. Contractor shall maintain up-to-date material safety data sheet (MSDS) files on site in addition to having on site a written copy of the firm's HAZCOM program.

(6) The contractor shall report any accidents and injuries occurring on any of the bases or sites to the Contracting Officer within 24 hours. Emergencies, deaths, and major accidents shall be reported to telephone number 911 and the Contracting Officer or his representative immediately.

e. Inspections, Tests, and Reports: The required inspections, tests, and reports made by the Contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required by a task order, shall be furnished in accordance with the terms of the task order.

f. Materials and Equipment: Special facilities, devices, equipment, clothing, and similar items (such as hard hats, breathing apparatus, traffic barriers, etc.) used by the Contractor in the execution of work shall comply with the applicable regulations. Materials and equipment shall be provided at no additional cost to the Government.

g. All companies who conduct business within the state of Texas must, in accordance with Texas Workman Compensation laws (Texas House Bill 62), have an approved company safety policy and an Accident Prevention Plan. The plan, approved by the Texas Workman Compensation Commission (TWCC), shall be submitted For Information Only (FIO) in accordance with Section 01330, SUBMITTAL PROCEDURES. In addition to meeting the TWCC requirements; the plan must also include the requirements of USACE Safety Manual EM 385-1-1.

h. All holes/pits/trenches/manway openings, etc., that are to be left open shall be surrounded with a 48 inch high mesh fence with highly visible orange plastic coating. The fence shall be so anchored as to prevent sagging and located a minimum of 3 feet from the opening so as to prevent an individual, should he fall across the fencing, from falling into the opening. Holes shall also be covered, when not being worked in, with three quarter inch plywood or a metal grating that will prevent small children from entering the hole.

i. Confined Space Entry, reference 29 CFR 1910.146 and all OSHA standards apply to this contract. Installation Fire Departments shall be contacted for any required permits for all task orders

j. Radiation Permits and Authorizations: Contractors contemplating the use of devices containing radioactive materials (i.e., soil moisture/density probes) or non-ionizing radiation producing equipment (radio frequency radiation transmitters or lasers) while performing work on this contract shall obtain written authorization/permit from the appropriate offices. A 45-day lead time shall be anticipated. Without the proper authorization, contractors will not be allowed to bring these devices on base.

k. See Section 01560 TEMPORARY SAFETY CONTROLS.

#### **HAZARDOUS MATERIALS)**

The Contractor shall provide the Installation Environmental Office (i.e. Directorate of Public Works (DPW) or Base Civil Environmental Office) a list of all hazardous materials, storage, and disposal methods for the wastes generated to the Environmental Office for review and approval prior to use of the materials. The Contractor shall submit spill prevention and contingency plans to the Environmental Office for review and approval prior to start of work. Any costs associated with spill clean up shall be borne by the Contractor.

#### **PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS**

For Fort Bliss, the Contractor shall be required to obtain historical and archeological clearance from the Environmental and Natural Resources Office prior to conducting any disturbing action in areas where historical and archeological resources exist. This shall include all areas except improved roads, grounds and similar areas. Any failure to do so, which results in damage to cultural resources, may result in claims for costs of mitigating damage being assessed against the Contractor.

All construction or alteration work performed on or near historical structures at Fort Bliss shall comply with the Fort Bliss programmatic agreement with Texas State Historic Preservation Office. Contractor shall provide info and prepare draft applications for Environmental and Natural Resources Office submitted to state agencies.

See Sections 01410 & 01412 ENVIRONMENT PROTECTION.

#### **CONTRACTOR STAFF**

a. The contractor shall be accountable to the Government for conduct of contractor employees and representatives. These individuals shall be subject to the same rules of conduct on the military installation (and at any installation under its cognizance) which apply to Government civilian employees. The Government reserves the right to refuse access to any contractor employee if the Contracting Officer determines such action to be in the best interest of the Government.

b. The contractor shall designate a responsible project management official of the company to represent him in all matters pertaining to work under this contract. That individual shall be available to the Contracting Officer at all times during regular working hours.

c. The contractor shall employ a competent English-speaking superintendent at each base's project office at all times when work is being performed. The superintendent shall devote his/her time exclusively to supervision of work in progress under this contract.

d. The contractor shall select well-qualified employees to perform work under each task order, provide a qualified English-speaking supervisor to direct work at each work site, and keep employees informed of all improvements, changes, and methods of operations.

e. When removal of a contractor employee or representative from a facility of the installation or other Government property, becomes necessary due solely to the individual's misconduct or a security violation, the contractor shall take prompt, appropriate action to remove that individual from his staff.

#### **GOVERNMENT-FURNISHED UTILITIES**

a. When utilities are available at task order sites, the Government will furnish to the Contractor from existing Government facilities water and electrical power supply as set forth below. The Government will provide gas to the Contractor; see Section 01000. The Contractor shall also coordinate with The Director of Public Works (DPW) or the Base Civil Engineer at Air Force the Bases on all utility related issues. Contractor shall be "energy conscious" in Bases the use of these Government-Furnished Utilities. See Section 01000.

b. Water:

(1) The Government shall furnish from existing Government facilities an adequate supply of water necessary for performance under this contract. The Government will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. Contractor shall determine the extent to which existing Government water supply source is adequate for the needs of this contract. See Section 01000.

(2) All taps, connections, and accessory equipment required in making the water supply source available shall be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the Contracting Officer, or Contracting Officer's Representative. Said taps, connections, and accessory equipment shall be maintained by the Contractor in workmanlike manner in accordance with rules and regulations of the Government installation. Upon completion of the contract the removal of all taps, connections and accessories shall be accomplished by and at the expense of the Contractor so as to leave the water supply source or facility in its original condition. Such removal shall also be subject to the direction and approval of the Contracting Officer's representative as provided above.

c. Electricity:

(1) The Government shall furnish at existing Government facilities all electrical power necessary for performance under this contract; provided, the Government will in no case furnish or install any electrical facility or accessory for the purpose of implementing the availability of electrical power for the purpose of this contract. The Contractor shall determine the extent to which existing Government electrical facilities are adequate for the needs of this contract. See Section 01000.

(2) All taps, connections, and accessory equipment required in making the electrical power available shall be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the Contracting Officer, or Contracting Officer's Representative. Said taps, connections, and accessory equipment shall be maintained by the Contractor in workmanlike manner in accordance with rules and regulations of the Government installation. Upon completion of the contract or task order the removal of all taps, connections and accessories shall be accomplished by and at the expense of the Contractor so as to leave the electrical power or facility in its original condition. Such removal shall also be subject to the direction and approval of the Ordering Officer as provided above.

d. Telephone Services: Contractor shall obtain telephone service at no cost to the Government.

e. Interruption of Utilities Service: All temporary outages of any utility services required for the performance of work shall be scheduled with the Contracting Officer's Representative no less than 14 days in advance of such outages; the Contractor may request a waiver from this requirement from the Contracting Officer's Representative when the utility outage will be of a very limited nature (e.g., within a few rooms of a building). If during work performance the Contractor has determined that a utilities-related situation involves the risk to life or substantial risk to property, utilities shall be immediately disrupted to reduce the emergency and alleviate risk. If such a risk exists, or if such a

disruption does occur, the Contractor shall notify the Contracting Officer's Representative at the earliest practical time, and in no case later than two hours following the occurrence.

f. Excavation and Utility Clearance: In accordance with Base (location of task order site) policy and requirements.

#### **ADP SUPPORT REQUIREMENTS**

a. The Contractor shall be responsible for obtaining, maintaining, and operating an operational computer system which is compatible with the Government computer systems.

b. The contractor shall be responsible, at his own expense, for obtaining his own automation system consisting of at least two (2) IBM PC compatible computers. Ownership of this system shall remain with the contractor. Each computer shall be fully capable of running MICROSOFT Windows operating system Windows 95 (Y2K-compliant version) or later) and that operating system shall be installed and fully operational upon issuance of notice to proceed for the initial task order issued under this contract.

c. In addition to other software systems as specified by the Contracting Officer, the contractor's systems shall be fully capable of running the following software applications and upgrades, as they are implemented by the Government, to provide complete compatibility with Government systems: Microsoft Office 97 Primavera for Windows, Version 2.0 or higher (version must match that used at the Corps of Engineers Southwestern Area Office) Bentley Systems MicroStation, version 5 or SE, running on Microsoft Windows 95/NT .

d. Printed communications which can be digitized will primarily be transferred between the Contracting Officer's Authorized Representative (COR) and Directorate of Public Works (DPW), or Base Civil Engineer, technical inspection staff. Digitized as-built drawings and backup information can be transferred via floppy disks (3 1/2" high density) or CD-ROM disks.

e. The contractor shall provide its own printer capability for both letter quality text and graphics with at least 300 dpi resolution or better. Capabilities shall support all required reports, forms, and diagrams specified in the contract or as specified by the Contracting Officer or his representative. See Section 01010 WORK PLAN REQUIREMENTS.

#### **FIRE PREVENTION AND PROTECTION**

a. The Contractor shall comply with all fire prevention measures as set forth by the National Fire Protection Association; other recognized fire prevention agencies; and installation regulations (which can be obtained from the installation fire departments). Each construction site shall be inspected with a frequency necessary to ensure understanding and compliance on the part of the Contractor with all applicable provisions of the Installation Fire Regulation. Combustible trash shall not be destroyed by open fire at the construction site but shall be removed off post. Approved types of portable fire extinguishers shall be furnished and installed at each construction site by the Contractor. Information

concerning approved types is available at the installation fire departments. The Contractor shall obtain permits for any hot work (welding, etc.) from the Fire Department before commencing work.

b. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

#### **CONTRACT VALUE**

a. The guaranteed minimum quantity of work which will be required under this contract, and which may be initiated by one or more task orders, will not be less than \$60,000 for the base period and \$30,000 for each of the first three (3) option periods. Guaranteed minimum for Option Period IV is \$29,000. The estimated dollar value of the contract is \$3,000,000 for the initial contract period and \$3,000,000 for each of the first three (3) option periods. Estimated dollar value for Option Period IV is \$2,900,000. No more than \$3,000,000 shall be outstanding at any given time.

b. The anticipated number of task orders per contract period is 26. Estimated number of task orders per dollar range is as follows:

|                         |      |
|-------------------------|------|
| * <\$50,000             | = 10 |
| * \$50,000-\$150,000    | = 10 |
| * \$150,000-\$250,000   | = 5  |
| * \$250,000-\$1,000,000 | = 1  |

c. If the Government's requirements for the services set forth in this RFP do not result in orders in the amount described in paragraphs a through b, above, the event shall not constitute the basis for an equitable price adjustment under this contract.

#### **CONTRACTOR ACCESS**

The area wherein work is to be performed under this contract may be occupied by the Government Services throughout the construction period. The Contractor shall have access to that portion of the area within which work is to be performed. The movement of Contractor personnel, equipment, materials, and tools shall be confined to this area.

#### **TASK ORDER SITE ACCESS**

a. The Contractor, shall under regulations prescribed by the Provost Marshal, use only established roadways when transporting personnel and/or material in the prosecution of work. The Contractor shall adhere strictly to the above, and shall not develop new ingress or egress roads without specific written instructions from the Provost Marshal. The Contractor shall ensure his personnel use designated parking areas only. Vehicles shall not be parked on grassy areas.

b. If the Contractor fails or refuses to comply with the above, the Contracting Officer may issue an order stopping all work. No part of the time lost due to any such order shall be made the subject of claim for extension of time or for excess costs or damage by the Contractor.

c. Compliance with the provisions of this article by subcontractors shall be the responsibility of the Contractor.

d. All vehicles operated in support of the contract, including Contractor and Contractor employees privately owned vehicles or subcontractor vehicles shall be registered, insured, licensed, and inspected for compliance with applicable Federal, State, and local safety requirements.

e. IDENTIFICATION OF CONTRACTOR VEHICLES: Contractor vehicles shall be marked on each side with company name with either permanent or semi-permanent/magnetic signage.

#### **DELIVERABLES**

a. Except as specified or directed otherwise, the contractor shall provide all deliverables, task order work, reports, plans, forms, schedules, etc., to the Contracting Officer promptly within the specified schedules. All plans, schedules, etc., must be reviewed and approved in writing by the Contracting Officer except as specified otherwise herein and as otherwise redelegated by the Contracting Officer.

b. Existing as-built drawings required for each task order shall be provided (if available) to the contractor in hard copy and/or in format compatible with the automated system in service at the base of the task order site. Upon completion of each task order, the contractor shall return updated as-builts to the Government in the same format before final payment is made by the Government.

c. The contractor shall submit for Government approval a proposal format similar to the CSI format, with other submittals, using automated and hard copy methods. This format will be reviewed by the Government and must be approved by the Contracting Officer prior to its use on a proposal. Proposals for individual task orders shall include all information necessary to completely describe the project. See Section 01010 WORK PLAN REQUIREMENTS.

#### **SERVICES TO BE PERFORMED**

The general requirements for the nature and categories of work to be performed under this contract includes but is not necessarily limited to the following:

Site clearing, building renovation, earthwork, site drainage and utilities, roads and walks, cast in place concrete, brick masonry, block and tile masonry, structural metal, metal joists and decking, rough carpentry, finish carpentry, built in cabinetry and furniture, roofing and siding, sheet metal work, doors, windows and glazing, window coverings, entrances and store fronts, lath and plaster, drywall, painting and wall coverings, floor tile and carpeting, pipe and fittings, plumbing devices and fixtures, fire extinguishing systems, fire alarm systems and intrusion detection systems and equipment, heating and air conditioning and ventilating equipment and systems, ducts and controls, boxes and wiring

devices, starters, breaker panels, switching devices and transformers, lighting, primary and secondary power systems, asbestos abatement, lead-based paint abatement, and environmental revitalization.

#### **PERMITS AND APPROVALS**

a. The contractor shall, at his own expense, obtain all necessary permits, licenses, and approvals as required by Federal, state, local laws, and installation regulations. This includes, but is not limited to, obtaining approvals from the installation fire chief, excavation and utility clearance coordination and digging permits from the DPW or Base Civil Engineer, and permits/clearances from the Environmental and Natural Resource Division.

b. The Government will not be responsible in any way for damage occasioned by fire, theft, accident, or otherwise to the contractor's (or employees') personal belongings, stored supplies, materials, equipment, supplies, or materials.

#### **COMMUNICATIONS EQUIPMENT**

a. The contractor shall provide adequate communications equipment for the performance of this contract. The Project Manager and all Project Engineers shall be accessible to the Contracting Officer around the clock through the use of cellular telephones. Additional communications equipment frequencies, antenna, locations, equipment locations in or on real property facilities must be approved prior to installation or operation.

b. Base communications equipment required for the execution of project management responsibilities may be installed on Fort Bliss and WSMR after written approval from the Contracting Officer and after concurrence by and frequency assignment has been made by the Directorate of Information Management (DOIM) and the Director of Public Works (DPW), and by the appropriate offices at the Air Force Bases. The contractor shall be aware that this is a long and involved process. The contractor may use local community base systems without such approvals; however, equipment must comply with federal communications rules and regulations.

#### **HAZARDOUS MATERIALS ABATEMENT INSURANCE - (AUG 1997) (CESWF-CT-C)**

a. If hazardous materials (e.g. asbestos, lead-based paint, polychlorinated biphenyl (pcb) compounds) abatement/removal or any other work with hazardous materials is required under this contract and Comprehensive General Liability Insurance is required, the policy of insurance which covers the hazardous materials abatement/removal or other work with asbestos shall be a "per occurrence" policy as that term used in the insurance industry. A policy issued on a "claims made" basis or any other "short tail" basis will not be accepted.

b. The Comprehensive General Liability per occurrence policy shall be obtained by the prime Contractor if the hazardous materials abatement work is performed by the prime Contractor's own work force, or by an hazardous materials abatement subcontractor(s), if the hazardous materials abatement

work is subcontracted. The Contractor shall insert in the subcontract a requirement for the hazardous materials abatement subcontractor(s) to provide and maintain the insurance required by this paragraph. The Contractor shall maintain a copy of the subcontractor's proof of required insurance, and shall make such copy available to the Contracting Officer upon request.

#### **CERTIFICATES OF COMPLIANCE (SUBMITTALS)**

Any certificates required for demonstrating proof of compliance of materials with specifications requirements shall be executed in six copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the contractor, the project name and location, and the quantity and state or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the contractor from furnishing satisfactory material, if the material is found not to meet the specific requirement.

#### **WORK HOURS**

a. Normal working days (except national legal holidays) will be Monday through Friday, 0730-1630 daily. If the contractor desires to work during other periods than the normal working days, additional Government inspection forces may be required. The Contractor shall make his/her request to the Contracting Officer three calendar days in advance of his/her intention to work during other periods to allow assignment of additional inspection forces. If such forces are reasonably available, the Contracting Officer may authorize the Contractor to perform work during other than normal duty hours/days. No overtime work will be authorized without specific approval and clearance by the Contracting Officer. Any overtime work not required by the contract or task orders shall be accomplished by the contractor at no additional cost to the Government.

b. The Government will determine if a problem is an emergency, urgent, or routine. The Contractor shall comply with the following response times after being notified that a problem exists:

Emergency - 2 hours (around the clock)  
Urgent - 1 work day  
Routine - 5 work days

c. The Contractor employees shall not normally be expected to work during Federal holidays. The Government will not pay for services performed on these holidays unless the Contracting Officer's approval has been received in advance of the holiday. The Contractor shall observe the same federal holidays observed by the Government:

New Year's Day  
Martin Luther King Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day  
other holidays as designated by Executive Order or Public Law

**DEVIATION FROM PROPOSED MANAGEMENT PERSONNEL**

The Contractor shall obtain prior written approval from the Contracting Officer before making any changes in his proposed management staff set forth in his technical proposal.

**TASK ORDER LIMITATIONS**

(a) Minimum order. \$2,500.00

(b) Maximum order.

(1) A series of task orders of \$3,000,000 on this contract outstanding at any given time.

(2) A series of task orders issued within five (5) working days in excess of \$14,900,000.

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any orders exceeding the limitations in paragraph (b), unless those orders are returned to the ordering office within 72 hours after issuance, with written notice stating the Contractor's intent not to accomplish the stated work and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. The Contractor may, however, accept orders exceeding the maximum amounts specified in subparagraph (b) above.

**WORK COORDINATION FOR FAMILY HOUSING PROJECTS**

a. Seven (7) calendar days before starting any work in a housing area, the Contractor shall leave a typewritten flier at each affected quarters describing the work and dates of work performance. The flier will have the approval of the Contracting Officer's Representative before distribution. If the scheduled start of work is delayed for some reason, the Contractor shall provide the affected quarters' occupants a new start date. The Contracting Officer's Representative may waive the flier requirement for time critical or emergency work.

b. The Contractor shall coordinate all work on occupied family housing quarters with the affected occupants. The Contractor shall obtain permission from the occupant before entering any housing unit. The Government will not provide access to occupied housing units; therefore, the Contractor shall anticipate and plan for delays resulting from absent occupants.

c. The Contractor shall coordinate with the Contracting Officer's Representative on obtaining a lock box key to permit access to vacant

family quarters, as required.

d. During all work in family housing areas, the Contractor shall minimize disturbance to family housing occupants.

e. When working on occupied family housing quarters, the Contractor shall maintain a neat work area. The Contractor shall stack and arrange on-site materials, equipment, etc. in an orderly manner just prior to departure of Contractor personnel at the end of each workday.

f. The Contractor shall plan work to avoid leaving any structural opening resulting from contract work exposed to the environment, or shall provide temporary measures to prevent any damages therefrom. Under no circumstances shall occupied family housing quarters be left unsecured overnight due to contract work.

g. Field offices, storage facilities or staging areas are not permitted in the Military Family Housing area. Contractor operated/owned vehicles, equipment, tools, toilet facilities as well as building materials, waste, rubbish or construction debris shall not remain on site overnight in the Military Family Housing area. All Contractor operated/owned vehicles, equipment, tools, etc., shall be stored as prescribed in Section 00800, "CONSTRUCTION SITE MAINTENANCE." Applicable traffic control signage where required by the contract may remain overnight in the Military Family Housing area.

#### **SALVAGEABLE AND REPAIRABLE MATERIALS**

a. Material classified by the Contracting Officer or the Contracting Officer's Representative as salvageable, and equipment designated on the drawings or specifications, shall remain the property of the Government and shall be turned in as directed by the Contracting Officer.

b. Material classified by the Contracting Officer or the Contracting Officer's Representative as repairable shall be thoroughly cleaned and delivered as directed by the Contracting Officer.

c. Material and equipment not identified to be removed and turned in to the Contracting Officer will become the property of the contractor. Materials not classified as salvageable or repairable by the Contracting Officer or the Contracting Officer's Representative shall be removed from the site and disposed of off post at no cost to the Government.

d. Prior to commencing work, a joint inventory will be conducted by the Contractor, the Contracting Officer's Representative, and Government Inspector during which salvageable, repairable material will be identified. The Contractor will be given a copy of this inventory, and Contractor shall be accountable for this property as indicated above. This joint inventory shall in no way limit or preclude the Contracting Officer from designating additional items in the above categories during the life of this contract. Identified materials shall be delivered as directed by the Contracting Officer either to the Directorate of Public Works (DPW) or through the DPW to the Installation Defense Reutilization and Marketing Office (DRMO). For materials to be delivered to the DRMO the contractor shall obtain a turn-in receipt document from DRMO. For the Air Force Bases,

deliver identified materials to or through the Base Civil Engineer and the Air Force equivalent of the DRMO.

#### **CONSTRUCTION SCHEDULES**

a. For each task order the Contractor shall be required to prepare and submit to the Contracting Officer a practicable schedule as outlined in Section 00700, "SCHEDULES FOR CONSTRUCTION CONTRACTS", Section 01320, "PROJECT SCHEDULE (NETWORK ANALYSIS SYSTEM)" and Section 01321, "PROGRESS SCHEDULE (BAR CHART)". Schedules shall be in bar chart format as described in Section 01321, unless other wise specified in the task order. Cost for preparing bar charts shall be considered part of the Contractor's labor rates and shall not be separately costed.

b. Critical Path Method (CPM) format schedules, when required shall be provided as described in Section 01320. Costs for preparing and updating CPM shall be included in the task order.

c. The Contractor shall utilize a computer software program to generate his construction schedule. Software program shall include all requirements for "Schedule for Construction Contracts" FAR 52.236-15. Schedule shall be submitted both on disk and in hard copy.

#### **PROBLEM REPORTING**

The Contractor shall report to the Contracting Officer Representative (COR) all construction problems or design deficiencies encountered during construction. Report shall include recommended solutions or alternatives. The reporting shall be done on a form provided by the Contractor. This shall be called a Corrective Action Request (CAR), Request for Information (or Instruction) (RFI) or whatever title the Contractor desires as long as the form and title is acceptable to the COR.

#### **INSTALLATION DESIGN GUIDE**

Installation Design Guides provide guidance which, when applied to the planning, programming, design, and execution of individual projects, will result in improving and maintaining the quality of the visual environment of the installations.

#### **CONSTRUCTION DRAWINGS**

The Contractor shall utilize the CADD system specified in Section 01010 WORK PLAN REQUIREMENTS to generate all drawings that are required to be in CADD format. The Government will provide disks of existing Government drawings if available. The contractor shall submit all drawings on disk and/or in hard copy, as required in each task order.

#### **COMPLETION OF TASK ORDERS**

a. Performance time will be negotiated for each task order considering that all task orders issued will be accomplished and performed concurrently. All payrolls must be submitted to finalize task orders. The contractor shall provide a bar chart schedule, unless otherwise specified, with each proposal which will be revised and resubmitted based upon the negotiated completion date. The bar chart shall be updated weekly for each task order after the Contractor receives the notice to proceed for that task order. Some task orders may require phased completion times. Completion times for individual phases of such task orders will be determined by mutual agreement during project proposal negotiations.

b. The following requirements pertain to timely completion of task orders. The performance period for any task order shall begin as indicated upon the task order. A task order is considered complete upon final acceptance of work completed under that order to include delivery of acceptables, required as-builts, drawings, DD Form 1354, DA Form 2877, O&M training and manuals, and warranty information.

c. The Contractor shall plan, perform, and manage all work so as to comply with specified completion dates without resorting to other task orders and without resorting to other actions which result in additional cost to the Government. The following categories shall be used as a basis for estimating completion dates:

- (1) Proper crew sizes and equipment.
- (2) Use of subcontractors.
- (3) Required phasing.
- (4) Concrete curing.
- (5) Government delay of access to work site.
- (6) Testing and evaluation of work site conditions which require extra days.
- (7) Documented unavailability of materials or equipment.
- (8) Full compliance with any applicable law, regulation, or safety requirement which delays time beyond the number of days allowed by other elements.
- (9) Extensive coordination required for use of utilities and digging permits.
- (10) Factors beyond the contractor's control which delays work.
- (11) The need to negotiate a completion time which would appear sooner than normal based on priority and criticality work completion.

#### **NOTICE OF COMPLETION OF TASK ORDER**

The contractor shall notify the Contracting Officer Representative upon completion of each individual task order. The contractor shall give a minimum advance notice of two (2) working days of the date the work will be fully completed and ready for final inspection.

#### **COMPLETION INSPECTION**

a. Upon completion of all work, or any increment thereof established by a completion time stated elsewhere in the specifications, the contractor's Quality Control (QC) system manager shall conduct a completion inspection of work and develop a "punch list" of items which do not conform to the

approved plans and specifications. Such a list shall be included in the contractor's QC documentation, as required by below and shall include the estimated date by which the deficiencies will be corrected.

b. The contractor's QC system manager or his staff shall conduct a second completion inspection with the COR to ascertain that all deficiencies have been corrected. The completion, inspection, and correction of any deficiencies required by this paragraph shall be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates. The completion inspection and second inspection shall be performed before projects are turned over through the Corps of Engineers' Area Engineer to the DPW or Base Civil Engineer as being complete.

c. Documentation:

(1) Records: The contractor shall maintain current records of quality control operations, activities, and tests performed including the work of suppliers and subcontractors. These records shall be entered on the Daily Construction Quality Control Report and include a description of trades working on the project, numbers of personnel working, weather conditions encountered, any delays encountered, and acknowledgement of deficiencies noted along with the corrective actions taken on current and previous deficiencies. The contractor shall provide the report and a copy to the Contracting Officer's Authorized Representative (COR). The contractor shall retain a second copy in the contractor's files. These records shall also include factual evidence that require activities or tests to have been performed. This shall consist of, but not be limited to, the following:

- (a) Type and number of control activities and tests involved.
- (b) Results of control activities or tests.
- (c) Nature of defects, cause for rejections, etc.
- (d) Proposed remedial actions.
- (e) Corrective actions taken.

(2) Contents: Quality control records shall cover both conforming and defective or deficient features and shall include a statement that supplies and material incorporated in the work have been inspected and comply with the contract. Two legible copies of these records shall be furnished to the Contracting Officer daily.

d. Notification of Compliance: The Contracting Officer will notify the contractor of any noncompliance with the foregoing requirements. The contractor shall, after receipt of such notice, take immediate corrective action. Any such notification delivered to the contractor or the contractor's representative at the work site shall be deemed sufficient for the purpose of official notification. If the contractor fails or refuses to comply with the request action promptly, the Contracting Officer may issue an order to stop all or part of the work until satisfactory corrective action has been taken. No portion of work time lost as a result of any stop work order shall be made the subject of a claim for extension of time or excess costs or damages by the contractor.

e. See Section 01451 CONTRACTOR QUALITY CONTROL.

**CONTRACT PROGRESS REPORTS**

a. The contractor shall submit a weekly progress report to the Contracting Officer or his designated representative for each task order issued but not completed.

b. The report will use ENG Form 2454 unless an alternative progress report format is proposed by the contractor for approval by the Government. Any changes or additions requested by the Government will be included in the format. Each report shall be signed and dated by the contractor.

c. The contractor shall also furnish a weekly updated summary bar chart listing all task orders issued to date. The summary bar chart shall be provided on computer diskette and in hard copy.

#### **MATERIAL APPROVAL SUBMITTALS**

a. Material submittal requirements will be determined during negotiations of individual task orders. Submittals accomplished IAW the clause "Materials and Workmanship" shall be submitted in four copies unless otherwise specified. Submittals applicable to the entire contract shall be approved by the Contracting Officer prior to start of work on any task order.

b. Certificates which demonstrate proof of compliance of materials with specification requirements shall be executed in four copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the contractor, the project name, location, and the quality and dates of laboratory tests.

c. Where task orders require reports to be submitted with certification, the reports shall contain the name and address of the testing laboratory and the dates of the tests to which the report applies. Certification shall not be construed as relieving the contractor from furnishing satisfactory material that complies with the task order's plans and specifications if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

d. Required tests shall be ordered as required per task order. Where testing samples fail to meet specification requirements, the materials represented by the sample shall be replaced with materials which do meet the specifications. All retesting costs shall be borne by the contractor. Samples shall be clearly identified. The Government reserves the right to sample and test materials for compliance with appropriate specifications. (See Section 01451 CONTRACTOR QUALITY CONTROL)

#### **DPW AND BASE CIVIL ENGINEER SITE VISITS**

Personnel from the installations, such as the Directorate of Public Works (DPW) Environmental Natural Resource Office, may visit work sites to monitor compliance with safety and environmental regulations as appropriate.

## WORK OUTSIDE FORT BLISS AND WHITE SANDS MISSILE RANGE

It is anticipated that approximately **10%** of this contract work may be performed at locations outside Fort Bliss and White Sands Missile Range.

### TM CONSTRUCTION SPECIFICATIONS

See Section 01010 WORK PLAN PROCEDURES.

### FIRM-FIXED PRICE (FFP) TASK ORDER

- a. A firm-fixed price (FFP) task order provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the task order.
- b. The Contractor shall review the scopes of work for completeness/biddability and then provide a proposal for the work. When there exists the need for architect-engineer services associated with the construction, the contractor will develop a work plan as specified by the Government to cover the engineering requirements as well as prepare one proposal to cover the costs of development of the work and the follow-on construction effort. In either case, when preparing the proposal, the contract bid schedule line item disciplines will be used to price labor hours to be performed by the Prime Contractor, with only hours being negotiated. For work that the Prime Contractor intends to subcontract out, competition must be obtained and the most fair and reasonable prices reflected in the Contractor's proposal. The The Government shall evaluate the proposal, assures competition is present and sufficient, when required; determines price reasonableness; negotiates with the Contractor, if necessary; and issues the FFP task order.

### UNPRICED TASK ORDER (UTO)

(a) The issuance of UTO's as **unpriced** actions will be the exception, rather than the rule, under this contract. A UTO may be issued by the Contracting Officer when work must commence almost immediately and there is insufficient time to fully definitize the price. In these cases, the Government will have, as a minimum, a Scope of Work and an Independent Government Estimate completed. (Otherwise, the action falls under the definition of an Undefined Contract Action (UCA) for which the district has no authority to issue without prior approval by higher headquarters.)

(b) For any UTO, the Government will usually obtain a price proposal from the Contractor prior to issuing the task order. In this way, the IGE can be compared with the proposal and a most realistic not-to-exceed limit can be established for obligation under the task order. As in the firm-fixed-price task orders, the contract bid schedule line item disciplines will be used to price labor hours for work to be performed by the prime contractor, with only hours being negotiated. For work that the prime intends to subcontract out, competition shall be obtained and the most fair and reasonable prices reflected in the contractor's proposal. The Government will then evaluate the proposal, assure competition is present and sufficient (when required), determine price reasonableness, negotiate with the contractor if necessary, and take action to issue a modification to the task order to definitize the action. Government will ensure that adequate funds exist prior to issuing the definitization mod.

(c) In those cases where the task order must be issued without the contractor's proposal, the following limitations will apply:

(1) Contractor's proposal shall be submitted to the Government within 30 calendar days after the issuance of the task order by the Contracting Officer; if it is not, Contracting Officer will take action to terminate the task order.

(2) Contractor shall not perform work beyond 50% of the not-to-exceed obligation without having submitted a qualifying proposal to the Government.

(3) The Government may increase the 50% performance limitation stated above in paragraph (c)(2) to 75% when the Contractor submits a qualifying proposal; this increase will be accomplished via a modification (signed by the Contracting Officer) to the task order.

(4) All task orders issued as UTO's shall/will be definitized within 90 calendar days after receipt of the contractor's proposal; any extension of this time must be approved by the Contracting Officer in writing prior to the 90th day; the Area Office will submit the justification for the extension to the Contracting Officer for approval.

**FAILURE TO ADHERE TO THESE TIME CONSTRAINTS WILL RESULT IN THE CONTRACTING OFFICER'S TAKING ACTION TO TERMINATE THE TASK ORDER**

#### **TIME-AND-MATERIAL (T&M) TASK ORDER**

a. Time-and-material (T&M) task orders provides for acquiring supplies or services on the basis of: (1) direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit and (2) material cost, including, if appropriate, material handling costs as part of material costs. A T&M task order will be used only when it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.

b. The Contractor shall review the scopes of work for completeness/biddability and then provide a proposal for the work. In preparing the proposal, the contract bid schedule line item disciplines will be used to price all labor hours proposed, i.e., labor hours of the prime and any work to be subcontracted out. Material costs will be priced separately and should reflect the Contractor's effort to obtain the most fair and reasonable price. Payment will be made in accordance with the provisions of FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (see Section 00700),

#### **BRAC-RELATED WORK**

Contractor shall give preference to local businesses. Contractor shall subcontract with local businesses for a significant part (over 50%) of the BRAC-related work. "Local businesses" are defined as firms located within El Paso County, TX, Dona Ana and Otero Co., NM, or within the counties adjacent to these Counties.

END OF SECTION 00800