

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 16 SEP 98	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY Department of the Army Corps of Engineers Fort Worth District		7. ADMINISTERED BY <i>(If other than Item 6)</i>	

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(✓)	9A. AMENDMENT OF SOLICITATION NO. DACA63-98-B-0071
	X	9B. DATED <i>(SEE ITEM 11)</i> 26 AUGUST 1998
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>

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 1 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 you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*
 The Solicitation for ELECTRICAL UPGRADE, WEST POINT ELEMENTARY AND MIDDLE SCHOOLS, WEST POINT, NEW YORK, is amended as follows:

See Continuation Sheet.

NOTE: Bid Opening Date is "25 September 1998, 2 p.m., local time," as previously announced.

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

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

Item 14. Continued.

a. Section 00800 - Special Contract Requirements.

(1) Void SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS, and the accompanying new section of the same title and number, bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-98-B-0071," shall be substituted therefor.

(2) Following SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS, add the accompanying new **PROJECT AND SAFETY SIGNS (3 PAGES)**.

b. Specifications.

(1) SECTION 01500 - TEMPORARY CONSTRUCTION FACILITIES, PARAGRAPH 1.1.2 IDENTIFICATION OF EMPLOYEES.- Delete this paragraph in its entirety.

(2) SECTION 01580 - BULLETIN BOARD AND PROJECT SIGN.

a) Delete all reference to **PROJECT SIGNS**.

b) Following this section, delete project sign (2 pages).

(3) SECTION 01700 - CONTRACT CLOSEOUT.- Delete this section in its entirety.

TABLE OF CONTENTS
SECTION 00800
SPECIAL CONTRACT REQUIREMENTS

1	52.0-4039	YEAR 2000 COMPLIANCE (JULY 1998)
2	52.0-4083	CORRESPONDENCE IDENTIFICATION (52.0000-4083)
3	52.1-4038 196	TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989) (ER 415-1-15) (52.0001-4038 1/96)
4	DELETED 52.1-4044 196	COORDINATION OF CONSTRUCTION WITH CEMETERY REPRESENTATIVES (1991 LOCAL) - NOT APPLICABLE
5	52.1-4046 196	SUPERINTENDENCE OF SUBCONTRACTORS (52.0001-4046 196) (1965 JAN)
6	52.1-4048 196	RESPONSIBILITY OF THE CONTRACTOR (1991 LOCAL)(52.0001-4048 196)
7	52.1-4050 196	PROCUREMENT AUTHORITY FOR FEDERAL INFORMATION RESOURCES
8	52.1-4063	VALUE ENGINEERING CONTRACTOR PROPOSAL - VECP (AUG 86) (52.0001-4063)
9	52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
10	52.211-13	TIME EXTENSIONS (APR 1984)
11	52.211-4406 196	LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984) (52.0211-4406 1/96)
12	52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
13	52.228-4005 L1	REQUIRED INSURANCE (APR 1984) (52.0228-4005 L1)
14	52.231-5000 efr	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) - EFARS
15	52.232-5000	PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)-EFARS
16	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
17	DELETED 52.236-4001 EBS	CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001) SEE PARAGRAPH 28
18	DELETED 52.236-4004 196	PHYSICAL DATA (APR 1984) (52.0236-4004 196) SEE PARAGRAPH 29
19	52.236-4005 I	SALVAGE MATERIALS AND EQUIPMENT (JAN 1965) (52.0236-4005)
20	52.236-4007 196	PAYMENT FOR UTILITY SERVICES (FAR 36.303(c)(6)(52.0236-4007 196)
21	52.236-4201	PERFORMANCE EVALUATION OF CONTRACTOR (52.0236-4201)
22	52.239-7016	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)
23	52.249-5000 efr	BASIS FOR SETTLEMENT OF PROPOSALS
THE FOLLOWING CLAUSES ARE ADDED BY THIS AMENDMENT:		
24	52.222-28	EQUAL OPPORTUNITY PREAMWARD CLEARANCE OF SUBCONTRACTS (1984 APR)
25		CERTIFICATES OF COMPLIANCE
26		IMPLEMENTING GUARANTEES
27		RECORD DRAWINGS
28		DESIGNATION OF PROPERTY ADMINISTRATOR
29	52.236-4	PHYSICAL DATA
30		PRICING OF ADJUSTMENTS
31		CONSTRUCTION PROJECT SIGN
32		SCHEDULING AND DETERMINATION OF PROGRESS
33	Sup 52.236-7007	IDENTIFICATION OF EMPLOYEES
34		EXCLUSION OF PERIODS IN COMPUTING COMPLETION SCHEDULES
35		PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS
36	52.223-6	HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA
37		SAFETY AND HEALTH REQUIREMENTS MANUAL
38		SUBMISSION OF CLAIMS
39		GOVERNMENT RESIDENT MANAGEMENT SYSTEM (RMS)
40		STAGING AREA
41		TRAFFIC CONTROL
42		WORKING CONDITIONS
43		PROTECTION
44		ARTIFACTS, PRESERVATION & PROTECTION OF HISTORICAL ARCHEOLOGICAL AND CULTURAL RESOURCES
45		HOUSKEEPING
46		HOSPITAL
47		DISPOSAL AND BURNING
48		DIGGING PERMIT

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1 52.0-4039 YEAR 2000 COMPLIANCE (JULY 1998)

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.
(End of Paragraph)

2 52.0-4083 CORRESPONDENCE IDENTIFICATION (52.0000-4083)

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) If a Network Analysis is required, all RFI's are to identify the NAS activities directly and/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 01300, SUBMITTAL PROCEDURES.

(6) The use of RFI's does not relieve the Contractor of his responsibility for reviewing the contract documents and coordinating the work to be performed. If it is determined by the Contracting Officer 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.
(End of Statement)

3 52.1-4038 196 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989) (ER 415-1-15)
(52.0001-4038 1/96)

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled "DEFAULT (FIXED PRICE CONSTRUCTION)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

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

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
8	7	7	9	9	8	5	7	5	8	6	9

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month). be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph "b" above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "DEFAULT (FIXED PRICE CONSTRUCTION)." (END)

4 52.1-4044 196 COORDINATION OF CONSTRUCTION WITH CEMETERY REPRESENTATIVES (1991 LOCAL) CEMETERY.

DELETED - NOT APPLICABLE.

5 52.1-4046 196 SUPERINTENDENCE OF SUBCONTRACTORS (52.0001-4046 196) (1965 JAN)

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clause entitled "SUPERINTENDENCE BY CONTRACTOR":

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

6 52.1-4048 196 RESPONSIBILITY OF THE CONTRACTOR (1991 LOCAL)(52.0001-4048 196)

a. The Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings and specifications 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, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause or 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.

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-98-B-0071

c. The rights and remedies of the Government provided for under the contract are in addition to any other rights and remedies provided by law.
(End of Clause)

7 52.1-4050 196 PROCUREMENT AUTHORITY FOR FEDERAL INFORMATION RESOURCES

Pursuant to the Federal Information Resources Management Regulation (FIRMR), Section 201-39.5202-3, this acquisition is not being conducted under the FIRMR, however any modifications requiring Federal Information Processing (FIP) resources will be conducted under specific agency delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is KAA-95-AD-012.

8 52.1-4063 VALUE ENGINEERING CONTRACTOR PROPOSAL - VECP (AUG 86) (52.0001-4063)

Reference the Contract Clause "VALUE ENGINEERING-CONSTRUCTION".
After receipt of an approved VECP modification signed by the Contracting Officer, the Contractor may include its share of the Instant Contract Savings as part of the next scheduled Progress Payment estimate.
Payment of the Contractor's share of the Instant Contract Savings may be withheld at the discretion of the Contracting Officer, until a revised NAS or BAR CHART for the affected activity has been submitted and approved.

(End of Clause)

9 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within FIVE(5) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than THE DATE OR NUMBER OF CALENDAR DAYS SET FORTH IN SECTION 01000, CONSTRUCTION SCHEDULE.. The time stated for completion shall include final cleanup of the premises.

(End of clause)

10 52.211-13 TIME EXTENSIONS (APR 1984)

Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

11 52.211-4406 196 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984) (52.0211-4406 1/96)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the Government as liquidated damages, the sum for each day of delay as set forth in the schedule given in Section 01000, "CONSTRUCTION SCHEDULE".

(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.

(End of Clause)

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-98-B-0071

12 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.
(End of clause)

13 52.228-4005 L1 REQUIRED INSURANCE (APR 1984) (52.0228-4005 L1)

As a minimum and pursuant to contract clause entitled "Insurance--Work on a Government Installation", the contractor shall maintain the following insurance.

(a) Workmen's 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.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

14 52.231-5000 efr 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

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-98-B-0071

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)

15 52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(a) Pursuant to FAR clause 52.232-5, 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: (1) materials required by the technical provisions; or (3) 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. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: NONE
(End of clause)

16 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)
(R 7-603.30 1967 APR)
(R 7-2102.4 1976 OCT)

17 52.236-4001 EBS CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996)
(52.0236-4001 EBS)

THIS CLAUSE IS DELETED - SEE PARAGRAPH 27 - RECORD DRAWINGS

18 52.236-4004 196 PHYSICAL DATA (APR 1984) (52.0236-4004 196)

THIS CLAUSE IS DELETED - SEE PARAGRAPH 29 - PHYSICAL DATA

19 52.236-4005 I SALVAGE MATERIALS AND EQUIPMENT (JAN 1965) (52.0236-4005)

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.
(End of Clause)

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-98-B-0071

20 52.236-4007 196 PAYMENT FOR UTILITY SERVICES (FAR 36.303(c)(6)(52.0236-4007 196)

In accordance with Contract Clause 52.236-14, "Availability and use of Utility Services," water, gas, and electricity are available from Government-owned and operated systems and will be charged to the Contractor at rates as provided in the paragraph "Availability and Use of Utility Services".

(End of clause)

21 52.236-4201 PERFORMANCE EVALUATION OF CONTRACTOR (52.0236-4201)

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations (per delivery order, per quarter, etc.) may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be Department of Defense (DD) Form 2626. The Contractor will be rated either outstanding, above average, satisfactory, marginal, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised in writing of an overall unsatisfactory rating prior to completing the evaluation.

c. In accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 236.201(c)(2), all performance evaluations will be made available to all DoD Contracting offices for their future use in determining contractor responsibility.

(End of Paragraph)

22 52.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)

(a) Definitions. As used in this clause--

(1) "Securing" means the application of Government-approved telecommunications security equipment, devices, techniques, or services to Contractor telecommunications systems.

(2) "Sensitive information" means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) "Telecommunications systems" means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, Contractors, and subcontractors to transmit--

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: (Identify the location.)

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from (identify where list can be obtained). Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with (list and identify the location of any telecommunications security equipment, device, technique, or service currently being used by the technical or requirements organization or other offices with which the Contractor must communicate).

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-98-B-0071

must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

23 52.249-5000 efr BASIS FOR SETTLEMENT OF PROPOSALS

"Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate."

(End of Statement)

24. 52.222-28 EQUAL OPPURTUNITY PREAMWARD CLEARANCE OF SUBCONTRACTS (1984 APR)

Notwithstanding the clause of this contract entitled "Subcontracts", the Contractor shall not enter into first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

(End of Clause)

25. CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 4 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 date 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, after tests are performed on selected samples, the material is found not to meet the specific requirements.

(End of Statement)

26. IMPLEMENTING GUARANTEES

At any time subsequent to the acceptance by the Government of a completed installation under this contract, which installation is required to be covered by a specific guarantee under the terms of the various sections in the TECHNICAL PROVISIONS, the Base Commander will be an authorized party for the purposes of implementing the provisions of such guarantees in behalf of the Government.

(End of Statement)

27. RECORD DRAWINGS

(a) General: The Contractor will maintain as-built drawings during the construction and will develop final record drawings at the completion of individual facilities.

(b) Computer-Aided Drafting (CAD): If CAD files are available for the project and in addition to all other requirements indicated herein, the Contractor shall be required to update the CAD record for the project drawings consisting of computer disks or magnetic media in the appropriate CAD format (i.e. "Intergraph", "Autocad", etc.) for the project. If available, the CAD record will be presented to the contractor in addition to the mylar reproducible drawings after the approval of progress prints as indicated in subpara (d), "Preliminary Submittal", below. The contractor will update the CAD record identical to the final as-built drawings, and will return the CAD record to the Contracting Officer's Representative with the same time requirements and late penalty as indicated in subpara (f), "Final Requirements", below. Scanned drawings will not be acceptable. All other requirements indicated herein will still apply. The Contractor may use the updated CAD record to print blue-line or mylar drawings as required.

(c) Progress As-built Prints: The Contractor shall mark up one set of paper prints to show as-built construction conditions. These as-built prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. The as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. The prints shall show the following information, but not limited thereto:

- (1) The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features.
- (2) The location and dimensions of any changes with the building and structure.
- (3) Correct grade or alignment of roads, structures or utilities if any changes were made from the contract plans.
- (4) Correct elevations if changes were made in site grading.
- (5) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including, but not limited to, fabricated, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- (6) The topography and grades of all drainage installed or affected as part of the project construction.
- (7) All changes which result from contract modifications.
- (8) Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.
- (9) All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-98-B-0071

(d) Preliminary Submittal: The Contractor shall prepare two copies of progress prints and these shall be delivered to the Contracting Officer at the time of final inspection of individual facilities for his review and approval. These as-built prints shall be neat, legible and accurate. Upon approval, one copy of the as-built prints will be returned to the Contractor for use in the preparation of final as-built drawings. Upon review, if the drawings are found to contain errors and/or omission, they shall be returned to the Contractor for corrections and return of the as-built prints to the Contracting Officer within ten (10) calendar days.

(e) Record Drawing Preparation: After approval of the progress as-built prints, the mylar drawings shall be modified as may be necessary to correctly show all the features of the project as it has been constructed by bringing the contract set into agreement with the approved as-built prints, adding such additional drawings as may be necessary. The Contractor shall be responsible for the protection and safety thereof until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

Only personnel proficient in the preparation of engineering drawings to standards satisfactory and acceptable to the Government shall be employed to modify the mylar reproduction drawings or prepare additional new drawings. All additions and corrections to the contract drawings shall be neat, clean and legible, and shall match the adjacent line work and/or lettering being annotated in type, density, size and style. All drafting work, shall be done using the same medium (pencil plastic lead or ink) that was employed on the original contract drawings and with graphic lead on paper base material. The Contracting Officer will review all record drawings for accuracy and conformance to the above specified drafting standards. The Contractor shall make all corrections, changes, additions and deletions required to meet these standards. The title block to be used for any new as-built drawings shall be similar to that used on the original contract drawings.

When final revisions have been completed, each drawing shall be lettered or stamped with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in lettering at least 3/16" high. All original contract drawings shall be marked either "As-built" drawing denoting no revision on the sheet or "Revised As- Built" denoting one or more revisions. All revisions to the original contract drawings will be updated in the revision block.

(f) Final Requirements: After receipt by the Contractor of the approved as-built prints and the mylar reproducible drawings, the Contractor will make final record drawings submitted within 30 days. The submittal shall consist of the completed record drawings, two blue line prints of these drawings and the return of the approved marked-up as-built prints. They shall be complete in all details. All paper prints and reproducible drawings will become property of the Government upon final approval. Failure to submit as-built drawings and final record drawings as required herein shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of the final record drawings shall be accomplished before final payment is made to the Contractor.

(g) Beneficial Occupancy Drawings: If the government accepts beneficial occupancy of a facility, and the Contractor is unable to provide the final record drawings within 45 days after the date of beneficial occupancy, the Contractor shall provide paper sepias for that facility. The paper sepias shall incorporate all changes to as-built drawings made up to the time of beneficial occupancy. Contractor is still obligated to comply with "Final Requirements" paragraph above.

(h) Payment: No separate payment will be made for the as-built and record drawings required under this contract whether or not CAD record is updated, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

(End of Statement)

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-98-B-0071

28. DESIGNATION OF PROPERTY ADMINISTRATOR

The Chief, Property and Accounting Section, U.S. Army Engineer District, New York, Federal Building, 26 Federal Plaza, New York, N.Y. 10278-0090 is designated as Property Administrator in connection with this contract.

(End of Statement)

29. 52.236-4 PHYSICAL DATA

Information and data furnished or referred to below are furnished for the Contractor's information. However, it is expressly understood that the Government will not be responsible for any interpretation or conclusion drawn therefrom by the Contractor.

- a. Weather Conditions: Climatological data determined from records of the U.S. Weather Bureau Station, West Point, NY:

Mean Annual Temperature: 51.9 degrees F
Mean Annual Precipitation: 46.1 inches

- b. Transportation Facilities:

- (1) Railroads: Conrail serves the locality of the proposed work. The Contractor shall make all arrangements at his expense for the use of sidings necessary for the delivery of materials, equipment, supplies and other facilities required for completion of the work. The Contractor's use of sidings must be arranged so as not to interrupt or delay the operation of the Military reservation.
- (2) Highways and Roads: U.S. Highway 9W and NY State Highway 293 serve the locality of the proposed work. Roads within the military reservation proposed to be used by the Contractor, shall be subject to prior approval of the Post authorities and such roads, if used, shall be maintained throughout construction and shall be restored to as good condition as existed prior to their use. The Contractor shall also construct such temporary haul roads and bridges as may be necessary for conduct of his work. Any such temporary construction shall be restored to its original condition. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be borne by the Contractor.

(End of Clause)

30. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this contract, such costs shall be in accordance with Part 31 of the FAR and DFARS 52.215-7000 (APR 1985) as follows: In determining whether a pricing adjustment is expected to exceed \$100,000, the term "pricing adjustment" shall mean "the aggregate increase and/or decreases in cost plus applicable profits."

(End of Statement)

31. CONSTRUCTION PROJECT SIGN

The Contractor shall construct two signs, one for project identification and the other to show on-the-job safety performance.

Sample sign drawings, together with mounting and fabrication details are provided at the end of this section. The signs shall be erected as soon as possible and within 15 calendar days after the date of Notice To Proceed.

The two signs are to be displayed side by side and mounted for reading by passing viewers. Exact placement location will be designated by the Contracting Officer.

Panels are fabricated using HDO (High-Density Overlay) plywood with dimensional lumber uprights and bracing. The sign faces are non-reflective vinyl.

All legends are to be die-cut or computer -cut in the sizes and type-faces specified and applied to the white panel background following the graphic formats shown on the attached sheets. The Communications Red panel on the left side of the construction project sign with Corps signature (reverse version) is screen printed onto the white background.

No separate payment will be made for erecting and maintaining the signs and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the signs from the work area.

DETAILED INSTRUCTIONS REGARDING PROJECT AND SAFETY SIGNS WILL BE PROVIDED AT THE PRE-CONSTRUCTION CONFERENCE.

(End of Statement)

32. SCHEDULING AND DETERMINATION OF PROGRESS

Pursuant to the Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, the Contractor shall prepare and submit for approval a practicable project schedule. The type of schedule and detailed requirements as well as timing of this submittal shall be as specified in specification section "PROJECT SCHEDULE".

This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. When changes are authorized that result in contract time extensions, the Contractor shall submit a modified schedule for approval by the Contracting Officer.

The terms of Contract Clause "SCHEDULES FOR CONSTRUCTION CONTRACTS" with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates on the approved project schedule, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met.

Neither on the project schedule as originally submitted nor on any updated periodic schedules which the Contractor is required to prepare and submit, shall the actual progress to be entered include or reflect any materials which even though on the site, are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into construction, pursuant to Contract Clause "PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS". The making of such an allowance will be contingent upon a determination by the Contracting Officer that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

(End of Statement)

33. Sup 52.236-7007 IDENTIFICATION OF EMPLOYEES

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

(End of Clause)

34. EXCLUSION OF PERIODS IN COMPUTING COMPLETION SCHEDULES

No work shall be scheduled on the following days:

- a. Graduation Week - 24 May 1999 - 29 May 1999
- b. Reception Day - 28 June 1999
- c. In addition to the above specified periods, the Contractor will not perform any work creating excessive noise (e.g. jackhammering, work requiring heavy motorized compressors, etc.) during two 10-day end-of-term final exam periods each year.
- d. Football Home Games - seven home football games in 1998.
- e. All Government Holidays
- f. Plebe-Parent Weekend - 4 days (Thursday through Sunday)

In addition to the schedule restraints noted, a cost allowance shall be made by the Contractor, in his bid, for an additional twelve (12) hours of unscheduled work stoppages. Two (2) hours notice minimum shall be given prior to required shut down. The work shall be secured and all rolling equipment shall be stored in the staging area. The area shall be left clean and neat.

The Contractor should anticipate twenty (20) additional days on which no physical work shall be performed. These days will be at the government's discretion. The actual "No Work" days will be confirmed by the Government during the work phase in conjunction with the construction plan approval. The Contractor's schedule must reflect the above anticipated "no work" days.

Furthermore, no work may be performed on Saturdays or Sundays without prior approval of the Contracting Officer. In addition, no work may be performed during hours of 4:30 P.M., on any weekday, until 7:30 A.M. the following day, without prior approval of the Contracting Officer.

(End of Statement)

35. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS

In addition to the requirements contained in the Contract Clause "PAYMNET UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" and to implement the requirements of the Prompt Payment Act Amendment of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

- a. At the time of submission of the progress chart, the Contractor shall submit for approval by the Contracting Officer, or his authorized representative, a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer, or his representative, to effect reasonable progress payments. The Contracting Officer, or his representative, shall review this breakdown within 30 calendar days after receipt and either advise the Contractor that it is approved or disapproved, and if disapproved, the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the Contractor and any payment made to him. The Contracting Officer can determine if it is in the best interest of the Government to make payment without an approved breakdown, however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.
- b. The Contractor shall submit his request for payment by submission of a proper invoice to the office or person(s) designated in subparagraph c. For the purposes of payment, a "proper invoice" is defined as the following:
 - (1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.
 - (2) A properly completed Eng Form 93 and 93a (where required).

- (3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.
- (4) The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" would be either a corporate officer, partner, or owner, in the case of a sole proprietorship.

"I hereby certify, to the best of my knowledge and belief, that:

- (a) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (b) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of chapter 39 of Title 31, U. S. Code; and
- (c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- (d) All required prime and subcontractor payrolls have been submitted.

(NAME)

(TITLE)

(DATE)"

- c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be so notified at the preconstruction conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the Eng Form 93 and 93a form to the Area Engineer.
- d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and/or the amount of the payment being submitted, the Government and the Contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the contractor shall submit a new breakdown and Eng Form 93 (and 93a) and any other submission requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.
- e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause, "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" and process the payment accordingly. In this event, a "proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.
- f. The Government shall pay the Contractor in accordance with the following time frames:
 - (1) Progress Payments - From the date a "proper invoice" is received, in accordance with subparagraph b and d of this clause, the Government will issue a check within 14 calendar days.
 - (2) Reduction in Retainage Payment - If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 14 calendar days after the approval of the release to the contractor by the Contracting Officer or his authorized representative.

- (3) Final Payment - A final payment request shall be considered valid until the Contractor has fulfilled all contract requirements, including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the Contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 14 days from the date of acceptance of the project by the Contracting Officer.

(End of Statement)

36. 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA

- a. Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- b. The offeror must list any hazardous material, as defined in paragraph a of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet (MSDS) submitted under this contract.

Material (if none, insert "NONE")

Identification No.

- c. The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph b of this clause, is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- d. The apparently successful offeror agrees to submit, for each item as required prior to award, a MSDS, meeting the requirements of 29 CFR 1910.1200 (g) and the latest version of Federal Standard No. 313, for all hazardous material, identified in paragraph b of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the MSDS prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- e. If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph d of this clause or the certification submitted under paragraph c of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- f. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor, personnel or property.
- g. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- h. The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to:

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting or disposing of hazardous materials.

- (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use duplicate and disclose the data for the Government for these purposes.
- (2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph h (1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

37. SAFETY AND HEALTH REQUIREMENTS MANUAL

If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Army agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation. The latest edition of the U. S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, as referenced in the Accident Prevention clause of Section 00700, CONTRACT CLAUSES, is dated 3 Sept 1996.

Before commencing the work, the Contractor shall - (1) Submit a written proposal for implementing the Accident Prevention Plan; (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

It is the Contractor's responsibility to ensure that its employees and those of all other subcontractors' do not perform any required work in surroundings, or under conditions which are unsafe or dangerous to the employees' health. All work done on USMA reservation must be performed in a safe manner that is in compliance with U.S. Corps of Engineers', Federal, State and local safety laws and regulations.

To ensure this is accomplished, prior to commencement of work at any job site, an acceptable accident prevention plan, written by the Contractor for the specific work and implementing in detail, pertinent requirements of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, and other applicable regulations, will be forwarded to the Contract Administrator and Post safety Officer for review prior to commencement of work. The plan shall include, but not be limited to, what control measures the Contractor will take to control hazards associated with materials, services, operations, and equipment. This plan shall provide frequent and regularly scheduled safety/health inspections of the work site by Contractor management who are knowledgeable on OSHA 1910 (Industrial), OSHA 1926 (Construction) and EM 385-1-1. The Safety/Health representative shall correct any unsafe/violated condition immediately.

The following publications/standards are recommended for the Contractor's reference files. This is not intended as an all-encompassing list:

- OSHA 1926 (Construction)
- OSHA 1910 (Industrial)
- EM 385-1-1 (Sep 1996 or most recent edition)
- ANSI Standards
- National Electric Code (NEC)
- National Fire Protection Association Codes (NFPA)
- New York State: Vehicle and Traffic Law (most recent edition)
- Building Construction Code
- Industrial Code Rule 23 (Department of Labor)

The Contractor shall ensure that all OSHA and other applicable safety standards for this project are met to ensure safety for his employees and all subcontractors.

An acceptable accident prevention plan will be submitted by the Contractor as required by EM 385-1-1 prior to commencement of work at the job site. This plan will be reviewed by the USMA Safety Office prior to commencement of work.

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-98-B-0071

Barricades must be erected around all unfinished work sites and must be adequately identified by lights, signs and other protective devices to warn the public. All barricades must be approved by the Contracting Officer Representative (COR).

Any asbestos removal/encapsulation will be performed in accordance with the most current OSHA, New York State, EPA, and other applicable requirements for this process. All projects involving asbestos removal/encapsulation will be reviewed and concurred with by the Health Services, Preventive Medicine Branch, prior to any work.

Prior to commencement of work, the Contractor will provide a written plan to USMA which outlines safety precautions when using any hazardous substances as defined in 29 CFR 1910.1200. This plan will include copies of any MSDS for hazardous substances that will be used. This plan can be part of the Contractor's accident prevention plan and will be reviewed by the USMA safety Officer prior to commencement of work.

All scaffolding shall be in compliance with OSHA Standard 1926.451 and Section 22, EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual.

Contractor must ensure adequate ventilation is utilized during the painting of the inside of the building so as not to effect other USMA personnel working in the area.

Contractor shall not splice into electrical junction boxes to use as a source for electrical power before coordinating with the DHPW Electrical Shop. If a splice is allowed to be made, compliance with all applicable National Electrical Code Standards will be met to include replacement of panel cover on junction box while splice is in use.

The Safety Office is available to attend the quality control plan meeting to provide insight, etc., with the COR and the Contractor. For further information, contact the Safety Office at X-3717/3730.

(End of Statement)

38. SUBMISSION OF CLAIMS

(NOTE: AFTER AWARD, THE CONTRACT WILL BE TRANSFERRED FROM FORT WORTH DISTRICT TO NEW YORK DISTRICT FOR ADMINISTRATION.)

The following shall be submitted to the Contracting Officer at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, NY 10278-0090:

- a. Claims referencing or mentioning the Contracting Disputes Act of 1978
- b. Requests for a written decision by the Contracting Officer
- c. Claims certified in accordance with the Contracts Disputes Act of 1978

No other Government representative is authorized to accept such requests. A copy shall also be provided to the Authorized Representative of the Contracting Officer.

The contractor shall also provide the Contracting Officer with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.

(End of Statement)

39. GOVERNMENT RESIDENT MANAGEMENT SYSTEM (RMS)

The Government will utilize an in-house NAS/Contract Administration program entitled "Resident Management System" (RMS). The Contractor shall utilize Government furnished CQC Report Forms. These forms may be in addition to other forms generated by the Contractor's NAS system; however, the Government furnished forms are required to be submitted and kept current.

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-98-B-0071

The Contractor shall submit completed forms at the same time and in addition to the schedules required by the clauses of the contract entitled "Schedules for Construction Contracts". RMS forms shall be updated and resubmitted as the work progresses and in accordance with the requirements specified herein.

40. STAGING AREA

Contractor's trailer area shall be located in the immediate vicinity of the project site. Contractor's trailer shall be used for the field office, portable latrines and dumpsters. The exact location of this area will be as directed by the Contracting Officer.

Contractor's storage area for equipment, laydown and temporary storage shall be located within a five (5) mile radius of the project site. The exact location of this storage area will be as directed by the Contracting Officer.

The Contractor shall be responsible for the security of the trailer area and the storage area.

Dumpsters, trailers, storage sheds and portable latrines shall be grey in color. The color shall be approved by the Contracting Officer. These items shall be located in the Contractor's trailer area.

Project housekeeping shall be done on a daily basis. Areas requiring housekeeping include the Contractor's area, all staging areas provided to the Contractor and around all trailers. At the end of each day, the Contractor shall leave the housekeeping areas broom clean and free of litter, rubbish and construction debris generated by that day's work.

Any additional staging area will be made available off site, at a remote location on West Point property upon request and with approval of the Contracting Officer.

(End of Statement)

41. TRAFFIC CONTROL

All vehicular traffic within the USMA Reservation is subject to traffic regulations of the Post. The Contractor shall adhere to all traffic methods and procedures as stated in the Post Regulations and/or prescribed by the local Provost Marshal or his authorized representative.

All spillage and mud from the Contractor's trucks shall be promptly removed. All damages to existing curbing, roads, walks, trees, fencing, walls, landscaping and other Government property resulting from the Contractor's activity, for whatever reason, shall be repaired as soon as practicable, as directed by the Contracting Officer and at entirely the Contractor's expense.

No parking will be permitted at the construction site. Employee parking will be at Buffalo Soldiers Field. Vehicles may unload and return to the designated Contractor's area at Buffalo Soldiers Field. Contractor shall shuttle workers between the work site and the designated Contractor's

The Contractor shall provide temporary protection, signage, flagmen and traffic control to maintain free vehicular movement and/or divert or reverse traffic flow. Temporary protection, signage, and traffic controls shall comply with New York State Department of Transportation requirements. The Contractor shall notify the Contracting Officer, at a minimum of fifteen (15) working days in advance, prior to any disruption in parking or traffic flow.

No more than three (3) Contractor vehicles shall be permitted on site at a given time. The Contractor shall obtain the required passes for his vehicles. Vehicles not in immediate use shall be parked as directed by the Contracting Officer. Long term parking shall be at a remote site on West Point property, at a place designated. No privately owned vehicles shall be parked on the site. They shall be kept at Buffalo Soldiers' Field Parking Lot.

(End of Statement)

42. WORKING CONDITIONS

Parades, Reviews or similar ceremonies are routinely conducted three or four times a week when weather permits, except during the last three weeks in June and during the Christmas Holidays. Hours for such ceremonies are normally 5:00 p.m. on weekdays and 11:30 a.m. on Saturday, although there are exceptions to these hours. Detailed schedules of ceremonies may be obtained two or three months in advance on requests to the Contracting Officer. In addition, the previously mentioned general traffic congestion which may be anticipated, the following requirements shall apply to all of the Contractor's work operations in connection with these ceremonies:

1. Right of way shall be given to cadets marching in formation to or from ceremonies.
2. During actual ceremonies, the Contractor's activities that produce noise to an extent which would completely distract or interfere with the ceremony (such as operation of extremely loud and noisy machinery) shall be temporarily suspended until the ceremonies are over. Contractor shall be required to modify his working hours. All work visible from the parade grounds shall cease.
3. All exterior work or work not under cover, shall cease during the playing of the National Anthem and the lowering of the flag.
4. All costs of conformance to these requirements shall be included in the lump sum contract amount and no claims for extra costs will be considered.

(End of Statement)

43. PROTECTION

Protect adjoining public and private property, including thoroughfares, from damage due to demolition and disposal operations. Protect construction to remain from damage; provide and maintain all temporary construction required due to work. Protect the existing buildings, roofing and improvements within the areas work is being performed. All disturbance or damage to the work, the existing buildings and improvements and all impairments of facilities resulting from specified work shall be promptly restored, repaired or replaced at no additional cost to the Government. Provide all necessary temporary partitions, guardrails, barricades, etc., to adequately protect all workmen, military personnel and public from possible injury. Adequate overhead protection will be required at all entranceways, egresses and sallyports when any overhead work is being performed within 10 feet horizontally of the access way. Adequate protection is as determined by a licensed P.E. familiar with these specifications.

(End of Statement)

44. ARTIFACTS, PRESERVATION & PROTECTION OF HISTORICAL ARCHEOLOGICAL AND CULTURAL RESOURCES

Any and all items of prehistoric, historic and military relics or memorabilia, which may be discovered in the course of the construction activities, shall remain the property of the Government. Examples of such items include, but are not limited to, printed matter or other papers, buttons, buckles or fragment of uniforms, buried weapons, bayonets, sabers, cannon balls, ammunition, fragments of structures or foundations, in short, any item of historical or archeological value.

Federal legislation provides for the protection, preservation and collection of scientific, prehistorical, historical and archeological data, including relics and specimens which might otherwise be lost due to alteration of terrain or building features as a result of any federal construction project. Any person who, without permission, injures, destroys, excavates,

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACA63-98-B-0071

appropriates or removes any historical or prehistorical artifact, object of antiquity or archeological resource from public lands of the United States is subject to arrest and penalty of law.

Cultural resources on Federal property are protected and managed by the Archeological Resources Act of 1979 and other applicable laws. The Contractor is responsible for the protection and preservation of the entire contract. The Contractor shall exercise care so as not to disturb or damage artifacts or fossils (should any be uncovered) during the excavation operations. Should the Contractor or any parties operating or associated with the performance of this contract discover evidence of possible scientific, prehistoric, historic or archeological finds within the work limit lines or adjacent to work area, work shall immediately cease at the location and the Contractor shall notify the Contracting Officer, in accordance with USMA SOP 16-1. The Contractor must provide the Contracting Officer with all information as to the specific location and nature of the findings.

USMA SOP 16-1 will be furnished to the Contractor at the preconstruction meeting. The Contractor shall cooperate fully with the Contracting Officer in implementing the procedures of USMA SOP 16-1, except that all notifications by the Contractor shall be to the Contracting Officer and that all directions to the Contractor will be from the Contracting Officer. Where appropriate by reason of discovery, the Contracting Officer may order delays in time of performance or changes in the work or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.

(End of Statement)

45. HOUSEKEEPING

The Contractor shall take into full account the special Public, Military and Academic nature of the United States Military Academy and its prominence as a tourist attraction, all of which will be in operation during the course of this construction. Where materials or plants cannot be kept on the designated site area in neat, clean and orderly fashions, and thereby cause unnecessary eyesore, they shall be moved to other locations, on or off Government property, as directed by the Contracting Officer, at no additional cost to the Government. The Contractor shall, at all times, furnish from his own organization a sufficient force to carry out the housekeeping and cleanup requirements on both exterior and interior areas affected by his contract operations, on a day to day basis throughout the life of the contract.

The Contractor shall at no additional cost to the Government provide and maintain a dumpster of sufficient size at each project site. The dumpster will be replaced at regular intervals to avoid overflowing and spillage and the area around the dumpster will be kept clean at all times.

If, at any time during the progress of the work, the Contracting Officer determines that the Contractor is failing to comply with the requirements of the General Conditions or with the conditions of the subparagraph above, he may direct the Contractor to take such measures as he deems necessary to constitute corrective action. Such measures may include the requirement to increase the workforce assigned to the housekeeping and cleanup operations or to work overtime during evenings or weekends until proper job conditions have been restored, at no additional cost to the Government.

(End of Statement)

46. HOSPITAL

The facilities of the United States Military Academy Post Hospital are available for use by the Contractor only for the emergency treatment of his personnel injured at the job site. Charges to the Contractor for the use of said facilities will be at prevailing rates for the services provided and billing and payment will be made by separate transaction between the USMA Hospital and the Contractor.

(End of Statement)

47. DISPOSAL AND BURNING

Construction debris and other rubbish shall be disposed of, off of the Military Reservation, at the Contractor's expense. Burning of rubbish or site removal items will not be permitted. Scrap, debris and surplus construction materials are not to be disposed of in the "Post Sanitary Disposal Containers" (Dempster Dumpsters), which are distributed throughout the area, but must be loaded on the Contractor's dumpsters for disposal at a location other than the United States Military Academy.

(End of Statement)

48. DIGGING PERMIT

The Contractor shall be responsible for obtaining a digging permit prior to commencing any excavation. The digging permit is referred to as the "Dig-Safe Permit" and the procedure for obtaining this permit is as follows:

- a. The Contractor shall notify the Contracting Officer in writing 20 working days prior to commencing any excavation. Notification letter must include areas to be excavated, reason for excavation, and any supporting information, such as drawings, to allow the processing of permit. A copy of the Dig-Safe Permit Request and permit is at the end of this special condition section. The top portion of this request must be filled out by the Contractor and submitted to the Contracting Officer. The Contractor shall not be compensated for any delay caused by failure to notify Government on a timely basis to obtain the digging permit.
- b. Government personnel will mark the APPROXIMATE location of utilities in the area of the proposed work at least five (5) workdays prior to the planned excavation date. The Contractor is responsible for maintaining these markings once they have been established. Since markings are approximate, excavation must be performed with due care. When excavating in areas adjacent to marked utilities, only hand excavation will be acceptable.
- c. Once the permit is approved and signed by the Chief of the Utilities Division, a Dig-Safe Permit will be issued to the Contractor. From the issuance of the Dig-Safe Permit, the Contractor has two weeks to commence excavation, after that the permit will no longer be valid and will have to be re-submitted.
- d. In the event that any utility line is damaged during excavation, all excavation will stop and the Contracting Officer shall be contacted immediately. The Contractor shall take immediate action to repair the damaged utility at no additional cost to the Government. If utility lines are uncovered which were not identified in the Dig-Safe Permit, the Contracting Officer or COR will be contacted, a determination will be made as to which utility is involved and whether the lines are active or abandoned. When an unknown line is uncovered, it will be treated as "live" until determined otherwise.

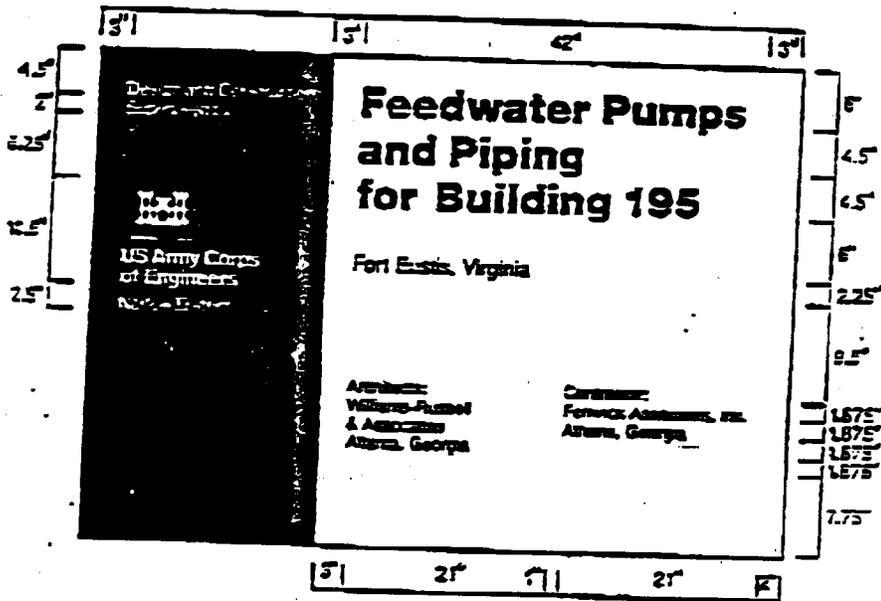
(End of Statement)

END OF SECTION 00800

**PROJECT IDENTIFICATION SIGN
MILITARY PROJECT**

The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified below. The large 4' x 4' section of the panel on the right is to be white with black legend. The 2' x 4' section of the sign on the left with the full Corps signature (reverse version) is to be screen printed Communications Red on the white background. The castle insignia will be furnished by the Government in pressure sensitive vinyl for affixing by the Contractor. See attached sheet for fabrication and mounting guidelines.

SAMPLE:



(Dimensions are in inches)

Legend Group 1: One- to two-line description of Corps relationship to project.
Color: White
Typeface: 125° Helvetica Regular
Maximum line length: 15"

Legend Group 2: Division or District Name (optional). Placed below 10.5" Reverse Signature (6" Castle).
Color: White
Typeface: 125° Helvetica Regular

Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3" Helvetica Bold
Maximum line length: 42"

Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 15° Helvetica Regular
Maximum line length: 42"

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-c: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state.
Use of Legend Group 5 is optional.
Color: Black
Typeface: 125° Helvetica Regular
Maximum line length: 21"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in * Appendix D.

Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4' x 6'	4' x 4'	HDO-3	45"	WH-RD/BK

* Refers to the U.S. Army Corps of Engineers "Sign Standards Manual", EE-310-1-6.

SAFETY PERFORMANCE SIGN

The graphic format, color, size and type-faces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown. Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Legend Group 1: Standard two-line title "Safety is a Job Requirement", with (8" ed.) Safety Green First Aid logo. Color: To match PMS 347 Typeface: 3" Helvetica Bold Color: Black

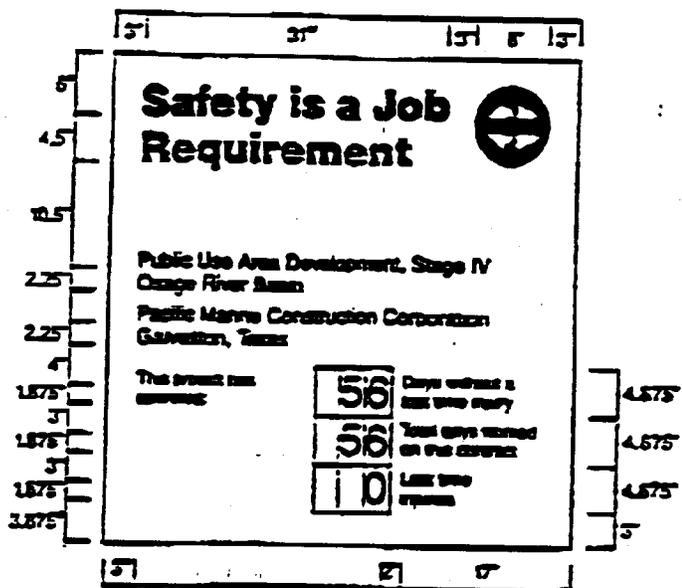
Legend Group 2: One- to two-line project title legend describes the work being done under the contract and name of host project. Color: Black Typeface: 1.5" Helvetica Regular Maximum line length: 42"

Legend Group 3: One- to two-line identifier: name of prime contractor and city, state address. Color: Black Typeface: 1.5" Helvetica Regular Maximum line length: 42"

Legend Group 4: Standard safety record captions as shown. Color: Black Typeface: 1.25" Helvetica Regular

Recordable numbers are to be mounted on white .080 aluminum plates and screw-mounted to background. Color: Black Typeface: 3" Helvetica Regular Plate size: 2.5" x 5"

All typography is flush left and rag right, upper and lower case with special characters only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.

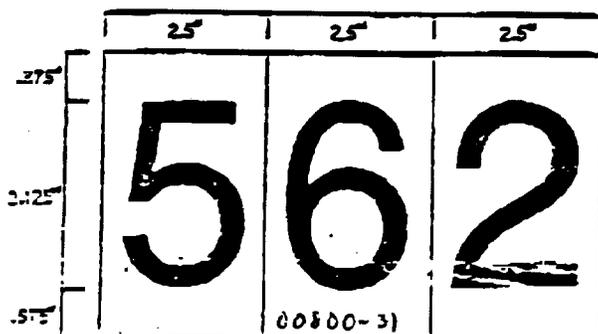


Dimensions in inches.

See attached sheet for fabrication and mounting guidelines.

* Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", 225-310-1-6.

Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lcd
STD-02	various	4' x 4'	4' x 4'	HDC-3	48"	WH/BK-GR



Fabrication and Mounting Guidelines

All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown on the attached sheets.

Detailed specifications for HDO plywood panel preparation are provided in Appendix B.

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDO specifications provided in Appendix B.

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on the attached sheets.

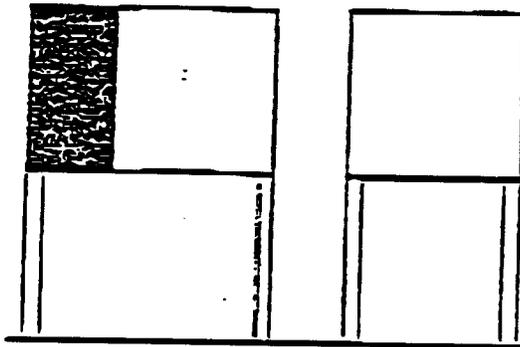
The 2' x 4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white ink vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4B (photographically enlarge from 6.675" to 10.5").

Drill and insert six (6) .375" T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

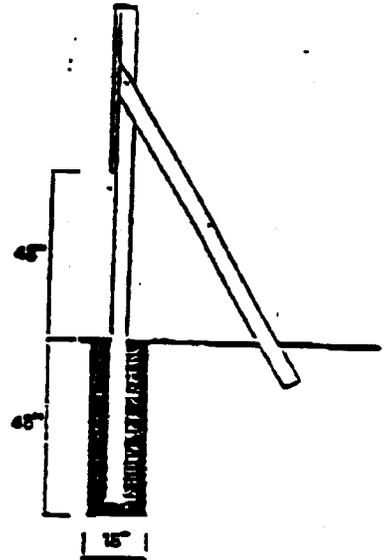
Apply graphic panel to prepared HDO plywood panel following manufacturer's instructions.

Sign uprights to be structural grade 4" x 4" treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12' long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4" x .375").

Assemble sign panel and uprights. Embed assembled sign panel and uprights in 4" hole. Local soil conditions and/or wind loading may require boring additional 2" x 4" studs on inside face of uprights to reinforce installation as shown.



(Dimensions in inches)



** Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EP-310-1-5.

**Construction Project Sign
Legend Group 1: Corps Relationship**

- 1. _____
- 2. _____

Legend Group 2: Division/District Name

- 1. _____
- 2. _____

Legend Group 3: Project Title

- 1. _____
- 2. _____
- 3. _____

Legend Group 4: Facility Name

- 1. _____
- 2. _____

Legend Group 5a: Contractor/A&E

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Legend Group 5b: Contractor/A&E

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

**Safety Performance Sign
Legend Group 1: Project Title**

- 1. _____
- 2. _____

Legend Group 2: Contractor/A&E

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