

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGE 1 2
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2. AMENDMENT/MODIFICATION NO. Am-0004	3. EFFECTIVE DATE 04/20/04	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE U.S. Army Engineer District, Honolulu Corps of Engineers, Bldg. 230 ATTN: CEPOH-CT-C (Jennifer Ko) Fort Shafter, Hawaii 96858-5440		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 SOLICITATION NO.
	X	W9128A-04-R-0005
		9B. DATED (SEE ITEM 11) 02/27/04
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
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.

Offer 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (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.)
Solicitation No. W9128A-04-R-0005, FY04 MCA PN 50845, Vehicle Paint & Prep Shop, Kwajalein Island, USAKA

(Continued on Page 2)

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 SIGNER (Type or print)		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

1. CHANGES TO SPECIFICATIONS. Attached hereto are revised pages to the solicitation. The revision mark (Am-0004) is shown on each revised page.

a. REVISED SECTIONS/PAGES/PARAGRAPH. Following are revised pages to the solicitation. Changes are indicated in **bold** print. Although the entire section is being re-issued under (Am-0004), only the following section/page/paragraph changed in this section.

Section 00010, SF 1442 (First page)
Section 00010, Proposal Schedule, Notes to Proposal Schedule, Paragraph 3A
Section 00800, Paragraph S-36.22, Notice of Partnering

2. The proposal closing date of April 23, 2004, has been EXTENDED to April 28, 2004, 2:00 P.M., Hawaiian Standard Time, remain unchanged.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W9128A-04-R-0005	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	27 Feb 04	1

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
7. ISSUED BY U.S. Army Engineer District, Honolulu ATTN: CEPOH-CT-C Building 230 Fort Shafter, Hawaii 96858-5440	CODE	8. ADDRESS OFFER TO U.S. Army Engineer District, Honolulu ATTN: CEPOH-CT-C Building 230 Fort Shafter, Hawaii 96858-5440 (Deliver hand-carried proposals to Building 200, Fort Shafter, Hawaii)
9. FOR INFORMATION CALL 	A. NAME JENNIFER KO	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) (808) 438-8564

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

FY04 MCA PN 50845, Vehicle Paint & Prep Shop, Kwajalein Island, USAKA

(See Main Table of Contents)

11. The Contractor shall begin performance within 7 calendar days and complete it within 650 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See Section 00700, 52.211-10)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)
 YES NO

12B. CALENDAR DAYS
14

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 2:00pmHST (hour, local time 4/28/2004 (date)). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelope containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NUMBER (Include area code)
CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14)
FACILITY CODE	

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

AMOUNTS (See Section 00010, Proposal Schedule)

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.	DATE								

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

29. AWARD. (Contractor is not required to sign this document.) You offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)		
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE
		BY	

Request for Proposals No. W9128A-04-R-0005

SECTION 00010
PROPOSAL SCHEDULE

FY 2004 MCA PROJECT PN50845
VEHICLE PAINT & PREP SHOP
U.S. ARMY KWAJALEIN ATOLL/REAGAN TEST SITE (USAKA/RTS)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT
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BASE SCHEDULE

1.	Construct Vehicle Paint & Prep Shop (Includes \$_____ for Mobilization and Demobilization)	1	JOB	\$_____
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TOTAL BASE SCHEDULE \$_____

OPTIONS

2.	Hydro Blast Equipment (Option 1)	1	JOB	\$_____
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3.	Salt-Filters, Supply Fan, Exhaust Fans, Ductwork and Accessories for Hydroblast Room (Option 2)	1	JOB	\$_____
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4.	Equipment Screen Walls on Roof (Option 3)	1	JOB	\$_____
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5.	Canopies for Dust Collection Systems (Option 4)	1	JOB	\$_____
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TOTAL OPTIONS \$_____

TOTAL BASE SCHEDULE PLUS OPTIONS \$_____

THE FOLLOWING WILL BE COMPLETED BY THE CONTRACTING OFFICER UPON AWARD:

TOTAL AWARD AMOUNT (BASE SCHEDULE PLUS OPTION NO(S). _____) \$_____

NOTES TO PROPOSAL SCHEDULE:

1. Failure to bid on all the items in the Proposal Schedule may cause the bid to be considered nonresponsive.

2. By submission of an offer under the OPTION, Offeror agrees that the Government may exercise the OPTION at the time of award, or at any time within **60** days following the date of the award of the basic contract. (See Provision No. 52.217-5, EVALUATION OF OPTIONS, in Section 00100).

3. If contaminated soil is encountered during construction, the Contractor may be required to provide or perform some of the following items. To minimize delays associated with encountering contaminated soil during construction, Offeror shall provide a unit price for each of the following items. The unit price for each item must reflect the total cost (including direct costs, indirect costs, markups, etc.) for that specific item. If contaminated soil is encountered during construction, the Contractor shall promptly notify the Contracting Officer that such a condition has been encountered, describe the condition encountered, and provide a listing of which of the following items will be required. Upon notification of encountering contaminated soil, the Contracting Officer will promptly investigate the matter, and if necessary, issue a modification directing the Contractor to proceed with any or all of the required items (using the following unit prices):

A.	<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>
	1) Prepare Sampling Analysis Plan	1	Ea	\$_____
	2) Prepare Site Safety and Health Plan	1	Ea	\$_____
	3) Perform Tests:			
	a) Polynuclear Aromatic Hydrocarbons (PAHs)	1	Ea	\$_____
	b) Aromatic and Halogenated Volatile Organic Compounds (including Methyl Ethyl Ketone)	1	Ea	\$_____
	c) Lead/Cadmium	1	Ea	\$_____
	d) Polychlorinated Biphenyls (PCBs)	1	Ea	\$_____
	e) TPH- Diesel/Oil Range Organics (Excavated area)	1	Ea	\$_____
	f) TPH-Gasoline Range Organics	1	Ea	\$_____
	g) TCLP (stockpile)	1	Ea	\$_____
	h) TPH- Diesel/Oil Range Organics (Stockpiles)	1	Ea	\$_____
	4) Handling of Contaminated Soil			

a. Remove and Dispose Contaminated Soil	1 CY	\$_____
b. Replace with New Soil	1 CY	\$_____
c. Remove and Reuse On Site	1 CY	\$_____

B. PAYMENT

The Item numbers described below correspond to the item numbers above in Note 3A.

a. Item No. 1) Prepare Sampling Analysis Plan, will be paid for at the contract unit price, including all incidental items necessary to complete the work.

b. Item No. 2) Prepare Site Safety and Health Plan, will be paid for at the contract unit price, including all incidental items necessary to complete the work.

c. Item No. 3)a, 3)b, 3)c, 3)d, 3)e, 3)f, 3)g, and 3)h. Perform Tests, will be paid for at the contract unit price, including sampling, analyses, reports and all incidental items necessary to complete the work.

d. Item No. 4a), Remove and Dispose Contaminated Soil:

(1) Measurement for payment will be to the nearest cubic yard of contaminated soil acceptably removed and disposed.

(2) Payment for contaminated soil acceptably removed and disposed will be made at the applicable contract unit price per cubic yard, including, cleanup, and all incidental items necessary to complete the work.

e. Item No. 4a), Replace with New Soil:

(1) Measurement for payment will be to the nearest cubic yard of new soil placed.

(2) Payment for new soil placed will be made at the applicable contract unit price per cubic yard, including, cleanup, and all incidental items necessary to complete the work.

f. Item No. 4a), Remove and Reuse on site:

1) Measurement for payment will be to the nearest cubic yard of contaminated soil acceptably removed and reused on site.

(2) Payment for contaminated soil acceptably removed and reused on site will be made at the applicable contract unit price per cubic yard, including, cleanup, and all incidental items necessary to complete the work.

PAYMENT(S)

Compensation for all work to be performed under this contract will be made under the payment item(s) listed herein. The principal features of the work to be included under the payment item(s) are noted. Work required by the drawings and specifications and not particularly mentioned shall be included in and be paid for under the contract price for the item to which the work pertains. Price(s) and payment(s) for the item(s) shall cover all work, complete and finished in accordance with the specifications, schedules, and drawings, and shall be full compensation for all work in connection therewith, including quality control and cost of performance-and payment-bond premiums as specified in the CONTRACT CLAUSES. Price(s) and payment(s) shall constitute full and final compensation for furnishing all materials, equipment, management, supervision, labor, transportation, fuel, power, water, and all incidental items necessary to complete the work, except as otherwise specified to be furnished by the Government. For the purpose of CONTRACT CLAUSE entitled "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS", the term "designated billing office" and "designated payment office" are as follows:

- a. Billing Office
U.S. Army Corps of Engineers
Kwajalein Resident Office
PO Box 28
APO AP 96555-2528

- b. Payment Office
USACE Finance Center
Attn.: CEFC-FP
5722 Integrity Drive
Millington, TN 308054-5005

Item numbers mentioned herein after correspond to the item numbers in the PROPOSAL SCHEDULE.

a. Item No. 1, CONSTRUCT VEHICLE PAINT AND PREP SHOP, will be paid for at the contract price, complete in place and ready for use, including mobilization and demobilization, site preparation, building, water lines, sanitary-sewer system, storm-drainage system, stone protection work, pavement, concrete sidewalks, curbs, and gutters, mechanical work, electrical work, automatic fire sprinkler, fire alarm, paint spray booth, abrasive blast booth, metalization booth, testing, final connections, cleanup, and all incidental items necessary to complete the work.

b. Item No. 2, HYDRO BLAST EQUIPMENT (OPTION 1), will be paid for at the contract price, complete in place and ready for use, including testing, final connections, cleanup, and all incidental items necessary to complete the work.

c. Item No. 3, SALT-FILTERS, SUPPLY FAN, DUCTWORK AND ACCESSORIES FOR HYDROBLAST ROOM (OPTION 2), will be paid for at the contract price, complete in place and ready for use, including testing, final connections, cleanup, and all incidental items necessary to complete the work.

d. Item No. 4, EQUIPMENT SCREEN WALLS ON ROOF (OPTION 3), will be paid for at the contract price, complete in place and ready for use, including cleanup, and all incidental items necessary to complete the work.

e. Item No. 5, CANOPIES FOR DUST COLLECTION SYSTEMS (OPTION 4), will be paid for at the contract price, complete in place and ready for use, including cleanup, and all incidental items necessary to complete the work.

-- End of Section --

Section 00800 - Special Contract Requirements

K-10 RESTRICTIONS ON LOCAL HIRE

(a) Local hire is limited to Marshallese and to citizens or legal alien residents of the United States, and shall be subject to the written approval of the Commander of USAKA. Where local hire is required, priority for hiring shall be given to Marshallese. However, the contractor is advised that there may be limited numbers of skilled Marshallese available for hire for this Contract.

(b) The Contractor is advised that consistent with Sections 321 and 323 of Title Three, Article II of the Compact of Free Association Act of 1985, PL 99-239, the United States has entered into two agreements with the Government of the Republic of the Marshall Islands, concerning United States use and operation of the USAKA. These implementing agreements are: (1) the Military Use and Operating Rights Agreement (MUORA) and (2) the Status of Forces Agreement (SOFA). The Contractor must ensure that its performance under this contract is in compliance with all applicable provisions of the Compact of Free Association and its implementing agreements.

(c) The Contractor is advised that there may be policies and procedures, applicable to the hiring and housing of Marshallese, which are promulgated and enforced by the local civilian government. It is the responsibility of the Contractor to comply with such policies and procedures. All requests for written approval of the Commander of USAKA for the local hire of Marshallese shall be accompanied by evidence of appropriate work permits issued by the Kwajalein Atoll Local Government and any other applicable permits necessary under local policies and procedures and the Government of the Marshall Islands policies and procedures.

(d) Persons who are not United States citizens or legal alien residents of the United States will not be permitted to reside on any United States defense site in the Kwajalein Atoll without written permission from the Commander of USAKA, but will be permitted to take meals at the Pacific Dining Room, the Kwajalein Snack Bar, and other USAKA facilities on a per-meal cash basis.

[End of Statement]

K-11 MOVEMENT OF CARGO VIA CONTRACTOR-CHARTERED COMMERCIAL VESSELS

(a) With respect to Contractor cargo to be moved by the Contractor to Kwajalein on a commercial vessel from any port, the Contractor shall submit to the Contracting Officer at least twenty (20) days prior to arrival of such vessel at Kwajalein, a written report giving type cargo, long tons, measurement tons, port of loading, expected date of arrival of vessel and estimated time of arrival. The Contractor shall arrange to have Masters of vessels make periodic reports en route informing the port of destination of any change of hour and date of arrival at Kwajalein.

(b) Due to limited berthing facilities at the main cargo pier at Kwajalein, the Contractor shall be responsible for checking the Military Sealift Command (MSC) Schedule and shall coordinate commercial vessel shipments so that there will be no conflict in MSC and Commercial vessel arrival and use of the cargo pier facilities.

[End of Statement]

K-13 ON-LOADING AND OFF-LOADING OF CARGO FROM SURFACE VESSELS OR AIRCRAFT; TRANSPORTATION TO JOBSITE

- (a) The Contractor shall be responsible for all costs associated with on-loading and/or off-loading of construction or contract related material and equipment at Kwajalein involving vessels or aircraft. The Contractor shall be responsible for all movement and handling of material from dockside, aircraft or the USAKA staging area at Kwajalein to the construction storage areas at the jobsite, including all associated costs.
- (b) If inter-island transportation is required in this contract, the Contractor shall be responsible for all inter-island transportation of construction personnel, material and equipment, including on-loading and/or off-loading of material and equipment between Kwajalein Atoll project sites, and for all associated costs. USAKA marine vessels may be used on a space required basis for the inter-island transportation of construction material and equipment at the Contractor's expense. Space required surface transportation must be coordinated through the USAKA Transportation Branch (CSSD-KA-LS) at least 10 working days prior to the Contractor's actual shipping requirement. Information concerning travel times and cargo capacities of the available USAKA marine vessels is listed at the end of this section.
- (c) Weekly scheduled round trip surface transportation is operated by USAKA between Kwajalein, Meck and Roi Namur. This scheduled transportation is available to the Contractor for transporting construction material and equipment on a space available basis, without charge to the Contractor. NOTE: Cargo deck space for space available shipment of construction material and equipment is very limited since USAKA shipments have priority.
- (d) Air transportation of Contractor personnel by fixed-wing aircraft to Roi Namur or by helicopter to other outer islands is permissible on a space available/no priority basis, without charge to the Contractor.

[End of Statement]

K-14 HOUSING FACILITIES - CONTRACTOR PROVIDED MANCAMP (JAN 1999)

- (a) The Government will not provide housing for the Contractor's personnel. Housing shall be provided by the Contractor. Mancamp sites are available at both Roi-Namur and Kwajalein. Each mancamp shall be approved by the Contracting Officer.
- (b) Spaces for contractor trailers within the trailer area on Kwajalein Island are limited to a maximum of three trailers (single wide). Trailer shall be new and not exceed 12' x 60'.
- (c) Any quarters other than those addressed in subparagraph (a) above which are required by the contractor must be provided by the Contractor. All work required to hook up to existing utilities is to be performed by the Contractor as approved by the Contracting Officer. Temporary quarters will be removed by the Contractor upon completion of the project (final inspection/BOD), and the site restored to the condition in which it was found by the Contractor. Utility hook-ups are available in the vicinity of the mancamp; however, the Government makes no representation as to the condition and adequacy of the existing utilities in the mancamp areas.
- (d) The Contractor shall adhere to all rules and regulations enforced by USAKA that may pertain to housing personnel in mancamp sites. Additionally, the Contractor's temporary quarters will be constructed and maintained in accordance with the following:

- (1) EM 385-1-1 Corps of Engineers "Safety and Health Requirements Manual".
- (2) Federal Manufactured Housing Construction and Safety Standards (FMHCSS)
- (3) National Electric Code
- (4) Uniform Plumbing Code
- (5) Uniform Building Code
- (6) NFPA 101 Life Safety Code

(e) The Contractor shall submit to the Contracting Officer a plan of the temporary quarters installed, which shows all utilities, within 30 days after installation of the temporary quarters.

(f) Third country Nationals will not be housed on lands that are under the control of the U.S. Army Kwajalein Atoll.

(g) After final inspection/BOD, temporary quarters shall be dismantled or demolished at the Contractor's expense and properly disposed of. Mancamp shall be restored to the condition in which found by the Contractor, including restoration of vegetation to preexisting type and density.

[End of Statement]

K-15 COMPLIANCE WITH LOCAL LAWS

(a) Contractor and subcontractor employees, and their dependents if authorized, shall be governed by, and subject to the military rules and regulations, and to the laws and regulations of the Marshall Islands and its political subdivisions applicable to the islands on which construction under this contract is performed. Infraction of such laws and regulations or such other conduct as may render employees and dependents undesirable, may be cause for removal from the project site or the Marshall Islands. The Contractor shall take immediate action in such matters as may be directed by the Contracting Officer. It is the Contractor's responsibility to ensure that all Contractor and subcontractor personnel are thoroughly instructed regarding applicable laws and regulations, and it shall be his responsibility to effect adequate policing of such personnel to avoid infractions.

(b) Dependents of employees who are not usually residents on the islands on which construction is performed will be authorized to accompany such employees under applicable Marshall Islands' laws and regulations only if approved by the Contracting Officer in consideration of the availability of facilities for their residence.

[End of Statement]

K-16 DEPENDENTS

Dependents of Contractor personnel, either United States citizens or alien residents of the U.S., will be permitted to reside only on Kwajalein Island, unless otherwise authorized by the Commander, USAKA and by the Contracting Officer.

[End of Statement]

K-17 MEDICAL AND DENTAL SERVICES

Medical and dental facilities will be made available to Contractor personnel at Kwajalein Island only at the current established rates. The Contractor will be responsible for insuring payment of medical and dental bills incurred by his employees and their dependents.

[End of Statement]

K-18 POSTAL FACILITIES

Postal service, in accordance with regulations promulgated by the U.S. Postal Service, will be available at Kwajalein Island only.

[End of Statement]

K-19 MANAGEMENT AT JOBSITE (NOV 1998)

(a) General. The superintendent provided by the Contractor under the Contract Clauses and Special Contract Requirements paragraphs shall be an individual or individuals fully qualified by training and experience to provide competent and authoritative overall management of the project in all its aspects and at all times during the progress of the work. The name or names of such individuals and the qualifications of each shall be submitted to the Contracting Officer for review prior to commencement of any work at the site. The Contractor's superintendence force shall be satisfactory to the Contracting Officer.

(b) Authority. The superintendent or superintendents shall be vested with full authority to act for the Contractor at the site to provide for smooth and decisive management of the job without the necessity of reporting to the Contractor's "home office" for decisions. He shall be authorized to execute modifications for amounts up to at least \$100,000 and to negotiate and accept for the Contractor time extensions granted under the various clauses of the Contract Clauses. The management responsibilities of the superintendent shall include complete supervision of the Contractor work force, supervision over the work of all subcontractors, coordination of all subcontract operations, close adherence to the Network Analysis System or Progress Charts provided under the Special Contract Requirements paragraph, management of a field office staff to provide support to accomplish contract requirements and implementation and enforcement of the Contractor's Safety Program.

(c) Availability. The Superintendent or superintendents shall be available at the sites of work at all times during working hours to direct and manage the project(s) to assure that schedules are being maintained and that the jobsite conditions are in accordance with contract requirements, as well as to receive directives, instructions, or complaints from the Chief, Quality Control or the Contracting Officer so that prompt and satisfactory action is insured.

(d) Daily Progress Report. The Contractor's supervisory staff shall provide a daily progress report outlining the equipment on-site, including equipment being repaired, manpower, utilization of manpower and equipment for each work activity and work performed on each jobsite keyed to the index of the Technical Specifications. This report is separate from and in addition to reporting requirements under Quality Control. The report shall be furnished in two copies (one reproducible by standard office copier equipment) at the jobsite to the Government with the Quality Control report not later than the first working day from the day the work was performed. Negative reports are required for all calendar days during which there is no activity on the project site with an explanation why no work was performed.

Administrative work activities shall be included within the report. The reports shall be typewritten in an acceptable format to the Government.

[End of Statement]

K-20 POL PRODUCTS

(a) Bulk POL products will be made available to the Contractor from Government sources in the Kwajalein Atoll for use as required in his operations. It will be the Contractor's responsibility to make arrangements and payments pursuant to established Government procedures.

(b) Payments by the Contractor to the Government will be made on a monthly basis, or other convenient basis, at the discretion of Contracting Officer.

(c) The procedure provided for herein (i) is authorized by Public Law 85-804, 50 U.S.C. 1431--1435, and Executive Order No. 10789, (ii) is justified because of the isolated location of the contract work and the nonavailability from a local commercial source and the availability from Government sources of POL Products, and (iii) will facilitate the National Defense.

(d) POL products will be provided by the logistics support Contractor as required at POL dispensing facilities in Kwajalein Island.

[End of Statement]

K-21 ORDNANCE DISPOSAL

The island(s) on which construction is to be performed were occupied by military forces during World War II and were within the combat zone. A demolition crew has removed visible ordnance from the islands. However, additional unexploded ordnance including bombs, shells, etc., may be encountered during the Contractor's operations. Should any such objects be encountered, the Contractor will take immediate action to prevent disturbance of or tampering with such objects, and shall report the discovery to the USAKA Security and Law Enforcement Contractor and the Explosive Ordnance Disposal (EOD) office for disposal action.

K-22 STORM PROTECTION

Should warning of winds of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work, and to adjacent property. These precautions shall include, but are not limited to, closing all openings as required to protect work in place, removing all loose materials, tools, and/or equipment from exposed locations, and removing or securing scaffolding and other temporary work.

[End of Statement]

K-24 FOREIGN CONSTRUCTION MATERIALS - KWAJALEIN

The following foreign construction materials are allowed in the performance of this contract.

(1) Structural Steel

- (2) Reinforcing Steel
- (3) Cement and cement products
- (4) Metal fasteners (nails, nuts/bolts, screws)
- (5) Bulk construction materials: sand, gravel, other soil materials, stone, concrete masonry units, ready-mixed asphalt, portland cement concrete and fired brick.
- (6) Electrical and plumbing conduits (pvc, galv. emt, etc.)
- (7) Precast panel members

[End of Statement]

K-25 MECHANICAL DIGGING PERMITS (NOV 1998)

- a. To protect piping, electrical, or communications gear, no mechanical digging shall be performed without a Mechanical Digging Permit. The Contractor shall submit a drawing/sketch of the work area with its application for a permit, utilizing KLS Form 1310-A at the end of this section. The Contractor must ensure that the Heavy Equipment Operator maintains in his possession the drawing/sketch of the work area and the Mechanical Digging Permit onsite during the digging operation. It shall be the responsibility of the activity completing the project to update the drawing/sketch before returning it to the Facilities Operation and Maintenance (FOM) office of issue.
- b. It shall be the responsibility of the Logistics/Engineering Contractor (LEC) Production Scheduler for FOM at Kwajalein and the Scheduler for Roi Namur FOM to provide underground locating services pertaining to the Mechanical Digging Permits at USAKA. The above individuals shall have the responsibility for obtaining the necessary signature approvals for the KLS Form 1310-A before authorizing any mechanical digging operation.
- c. Point of contact with LEC for Mechanical Digging Permit initiation and coordination is:
 1. Kwajalein - Mr. John Hefner, extension 5-3311
 2. Roi-Namur - Ms. Anita Davis, extension 5-6361

[End of Statement]

K-26 DELAYS TO WORK DUE TO ELECTROMAGNETIC RADIATION (EMR) HAZARDS ON ROI-NAMUR

- (a) Work on Roi-Namur shall be coordinated with the KREMS Control Center (Kiernan Re-entry Measurement Site).
- (b) Work on Roi-Namur is subject to delay from USAKA testing or missions implementing "RF Hazards" procedures. Due to those procedures, it is to be expected that the Input Location side of the island must be evacuated approximately Input Time hours per week. In addition, it is to be expected that for 2 hours each day, personnel cannot be more than 30 feet above the ground on the Namur side of the island. The restricted hours may or may not fall within normal hours.
- (c) To the extent the actual delay is within the expected delay described above, such delay shall not be compensatory nor shall there be entitlement to time extension for such delay.

[End of Statement]

K-27 DELAYS TO WORK DUE TO MISSILE LAUNCHES ON ROI-NAMUR

(a) Missile Launches on Roi-Namur:

(1) Work on Roi-Namur shall be coordinated with Contracting Officer.

(2) Work on Roi-Namur is subject to delays due to missile launches by USAKA. The following information concerning Gound Hazard Areas (GHA) for typical launches (HAVE JEEP) from Roi-Namur is furnished:

(a) When ordnance is in the fenced area around Facility 8003 but not on the Launcher, the GHA includes all area within a radius of 150 feet and also the remainder of the fenced area.

(b) When ordnance is installed on the Launch rail, Facility 8005, the GHA expands to a radius of 1000 feet.

(c) On the day of the launch, the GHA expands to a radius of 1250 feet.

(d) At 10 minutes prior to launch the entire island of Roi-Namur (except for approved personnel shelters) is included in the GHA.

Only essential personnel as designated on approved essential personnel lists are allowed in the GHA. Contractor personnel on Roi-Namur are not considered essential personnel and would be excluded from the GHA. Additionally, on launch day contractor personnel will be required to shelter, incurring a possible delay of one to four hours.

(3) To the extent the above delay, actually incurred, totals within the Expected Cumulative Total (as defined below), such delay shall not be compensable nor shall there be entitlement to time extensions for such delay. Such delay, if any, shall be rounded up or down to the nearest day. At the end of the work, should there be entitlement to price or time adjustment, such adjustment shall be pursuant to the Contract Clauses entitled SUSPENSION OF WORK and DEFAULT, respectively.

(4) Example of missile launch delay - Contractor incurs a cumulative missile launch delay of 50 calendar days. The Expected Cumulative Total is 40 calendar days. Contractor is entitled to a price adjustment under the Suspension of Work clause based on 10 calendar days (50 minus 40 calendar days).

(5) To the extent the above delay, actually incurred, totals within the Expected Cumulative Total (as defined below), such delay shall not be compensable nor shall there be entitlement to time extensions for such delay. At the end of work, should there be entitlement to price adjustment, such adjustment shall be pursuant to the Contract Clause entitled SUSPENSION OF WORK.

(6) The Expected Cumulative Total delay for Roi-Namur is **0401 hours.

K-28 MARSHALLESE INCOME TAX

Contractor is advised that, under the terms of Article V of the Status of Forces Agreement, United States contractor personnel and dependents who are also United States contractor personnel are not exempt from a personal income tax generally applicable within the Marshall Islands up to a level of five percent of their annual income derived from their employment in the Marshall Islands by United States contractors. Marshallese personnel are subject to income tax generally applicable in the Marshall Islands, without limitation. Accordingly, the contractor must withhold income tax from the compensation paid to all employees, as appropriate, and in accordance with applicable laws of the Republic of the Marshall Islands.

With respect to United States taxes, the Contractor must make its own determination, considering its own legal status, as to whether withholding or payment of such taxes is required.

[End of Statement]

K-29 RESTRICTIONS ON HAULING

(a) Hauling of materials through the family housing area at Kwajalein shall be restricted to the following times:

- (1) When school is in session - 0830-1130 hours and 1230-1430 hours.
- (2) When school is out of session - 0800-1130 hours and 1230-1630 hours.

(b) Hauling of materials using vehicles which are 10 feet wide or greater will require convoy procedures. The Contractor shall provide a lead vehicle and rear escort for the convoy; the rear escort shall be responsible for cleaning up any convoy debris. Radio communication between the convoy and the Bucholz Army Airfield control tower will be required to coordinate convoy movements near the airfields on Kwajalein. The Contractor shall submit written convoy procedures to the Contracting Officer at least 14 days prior to the onset of operations.

[End of Statement]

K-30 MESSING FACILITIES

(a) Existing messing facilities on Kwajalein and Roi-Namur will be made available to Contractor employees in connection with the prosecution of the work under this contract. Meals will be served to Contractor employees cafeteria style in the Government-operated mess halls at the current established rates.

(b) The Contractor will be responsible for payment of messing bills incurred by his employees.

(c) Contractor messing facilities will be maintained in accordance with the most current EM 385-1-1, Corps of Engineers "Safety and Health Requirements Manual". Refer to paragraph entitled "Accident Prevention Plan" in Section 00800 to determine the latest version of the manual.

(d) If the Contractor desires to purchase bulk food supplies from USAKA, he must request supplies at least 90 days prior to actual requirements.

(e) Messing rates are contained in the Financial Policy & Rate Manual.

[End of Statement]

K-31 WARRANTY IMPLEMENTATION

1. The Contractor shall designate a company representative to implement the warranties included in this contract. This representative shall be stationed on Kwajalein throughout the entire warranty period and must possess the capability and knowledge required to correct all warranty deficiencies. The Contractor may designate different representatives for separate specialties of work. If approved by the Contracting Officer, any other Corps construction contractor performing work on Kwajalein may be utilized for warranty implementation.

2. The name, address, telephone number of the representative(s), and nomenclature of warranty item shall be submitted to the Contracting Officer's representative at least 30 days prior to the contract completion date or beneficial occupancy of the work or part thereof. For the purposes of paragraph f of the warranty clause, a reasonable time shall be considered to be as follows:

a. Seven (7) calendar days from the receipt of a written notification of any failure, defect, or damage caused by a warranty defect of such nature that the work remains functional or habitable or both, as applicable.

b. Twenty-four (24) hours for any failure, defect or damage caused by a warranty defect which renders the work nonfunctional or uninhabitable or both, as applicable. Response in this instance starts from receipt of verbal notification from a Government authorized representative. Written confirmation will follow the initial verbal request.

c. One-half (1/2) hour for any failure, defect or damage caused by a warranty defect which creates a health and/or safety hazard that could endanger personnel or cause serious property damage. This type of warranty item shall be categorized as EMERGENCY WORK. Response in this instance starts from receipt of verbal notification from a Government authorized representative. Written confirmation will follow the initial verbal request.

d. The Contractor shall place equipment warranty stickers on all warranted equipment in the location designated by the Contracting Officer's representative. The Contracting Officer will furnish the stickers and the Contractor shall fill out the required information and place the stickers on the equipment.

e. No contractual warranty arrangements with the USAKA operating contractor will be allowed.

[End of Statement]

K-32 RATES FOR VARIOUS PRODUCTS AND SERVICES

a. Airlift of cargo to Kwajalein on Air Mobility Command (AMC) flights out of Hickam AFB, Hawaii, requires the prior assignment to the Contractor of certain identification codes by Government agencies. Upon award of contract, a Contractor anticipating cargo airlift is advised to submit an early request for assignment of the codes. Rates for passenger and cargo on AMC flights out of Hickam AFB, Hawaii, may be obtained from Unit Movement, Directorate of Logistics, United States Army Garrison, Hawaii, at (808)438-9756.

b. Various products and services are available at Kwajalein at pre-determined rates from the U.S. Army Kwajalein Atoll (USAKA) Logistic Support Contractor (LSC). The rates are published in the Financial Policy and Rate Manual, U.S. Army Kwajalein Atoll, and are subject to change. However, bulk POL (petroleum, oils and lubricant) prices are subject to change at any time. Pursuant to the above-mentioned Manual, there is an advance deposit requirement on users of the various products and services. A copy of the Manual is located at the end of this section. Any conclusions or interpretations made from the data in the Manual are the Contractor's responsibility.

Some items of particular interest to Contractors are given below.

(1) Bulk POL - Price for bulk POL products are based on prevailing rates, periodically updated.

(2) Telephone -

(a) Current rates for basic services are given in the Financial Policy and Rate Manual.

(b) Non-direct access to Department of Defense existing AUTOVON (Automatic Voice Network) telephone service, between Oahu, Hawaii and Kwajalein (both directions) will be provided to the Contractor at no charge. Non-direct access to AUTOVON by the Contractor shall be restricted to essential communication required in the performance of this contract.

(3) Housing Rental Rates -

Current rates for housing on Kwajalein Island are given in the Financial Policy and Rate Manual. The specific types of housing are subject to availability and will be assigned at the discretion of USAKA.

(4) Dining Rates -

Current rates for dining on Kwajalein and Roi-Namur are given in the Financial Policy and Rate Manual.

(5) School Tuition -

The USAKA school consisting of an elementary school encompassing kindergarten through sixth grade and a junior-senior high school is an accredited member of the North Central Association of Colleges and Secondary Schools. School tuition is determined annually. Either the sponsoring organization or the individual must reimburse USAKA at the tuition rate.

c. Equipment and facilities owned by the U.S. Army Kwajalein Atoll and operated by the USAKA Logistic Support Contractor (LSC) may be available at a cost to the Corps of Engineers Contractor on a non-interference basis. Corps of Engineers Contractor's use of USAKA equipment shall not interfere with USAKA/LSC operations. Any USAKA equipment rented shall be subject to recall by USAKA/LSC for their use at any time. Arrangements including determination of cost and maintenance responsibilities are a matter between the Contractor and USAKA/LSC, not the Corps of Engineers. These arrangements are not covered in the Financial Policy and Rate Manual. The Contractor is advised not to count on this type of support. The Corps of Engineers and USAKA will not be liable for any delay resulting from the use of USAKA equipment.

[End of Statement]

K-33 SAILING INSTRUCTIONS, PORT OF KWAJALEIN

1. The following is a listing of conditions which must be met prior to U.S. Army Kwajalein Atoll (USAKA) accepting marine cargo for discharge at either Kwajalein, Roi-Namur, or Meck Islands. They are as follows:
 - a. Vessel must meet the International Safety of Life at Sea Safety Standards (SOLAS). Vessel Master must be capable of presenting, upon request of the USAKA Pilot, SOLAS safety certificate.
 - b. Vessel Master must accept the USAKA Pilot as outlined in U.S. Sailing Directions for the Pacific Islands, volume 126, page 134.
 - c. Upon request of the USAKA Pilot, the Vessel Master must present 3 copies of the crew manifest and certificate certifying that the crew is free of communicable diseases. They will also be required to request free pratique on arrival.
 - d. Vessel Master must contact the USAKA Harbor Control 72 hours prior to arrival at the Pilot station. The USAKA Harbor Control can be reached on frequency 2716.0 kilocycles (USB) or Kwajalein Tech Control on MHz 82961.0 (USB). Vessel Master must provide USAKA Harbor Control with the following information 72 hours prior to arrival: (1) Draft fore and aft, (2) Nature of cargo to be discharged/loaded, (3) Plus any change in logistic requirements which would include provisions for water and fuel, and any special cargo handling requirements. Vessel Master will update draft data not later than 24 hours prior to arrival at the Pilot station.
 - e. Vessel Master is cautioned that maximum draft is 27 feet at the port of Kwajalein.
 - f. Vessel must be insured by a recognized marine underwriter such as Lloyd's of London. Insurance certificates may be requested upon arrival by USAKA Pilot.
 - g. Vessel must be of internationally recognized register. Vessel Master may be requested to present registration certificates to USAKA Pilot.
 - h. Ship's crew assigned to assist with discharge/loading of cargo must comply with USAKA safety regulations which requires use of approved hard hats, safety shoes, and gloves.
 - i. Vessel must have internationally registered 406 MHz Emergency Position Indicating Beacon(s).
 - j. Vessel Master must comply with direction from the USAKA Pilot regarding Pilot station, use of mooring facilities, and lagoon entry access.
 - k. Vessel Master must insure that barge and tow complies with American Bureau of Standards (ABS) and that ABS certificate is current and available for inspection by the USAKA Pilot upon request.
 - l. Vessel Master will be responsible for repatriation of crew members from Kwajalein. Vessel Master must insure that adequate U.S. currency is available for same.
 - m. Vessel Master may be required to settle all outstanding debts accumulated while in port at the direction of the vessel's agent.

- n. USAKA Marine Department and Pilot may be contacted telephonically at (805)238-7994, extension 2182, facsimile extension 1814.
- o. Vessel's agent will be required to repatriate USAKA Pilot should Pilot be required to remain with the vessel under circumstances which are beyond his control.
- p. The port of USAKA is a drug-free facility. All vessels will be inspected by a drug dog team prior to being cleared into the port.
2. The USAKA points of contact are Marine Operations, DSN 480-3421, and Engineering, DSN 480-3779.

[End of Statement]

K-34 TRANSPORTATION AND PROCESSING OF PERSONNEL, MATERIALS AND EQUIPMENT

The Contractor shall be responsible for transportation of his personnel, materials, supplies and equipment. In the event Air Mobility Command (AMC) furnished facilities are available to move or process such personnel, materials, and equipment, the Government agrees to make available such transportation to the extent possible. However, it will be the Contractor's responsibility to make arrangements and payments for such transportation pursuant to established AMC procedures.

[End of Statement]

K-6 UTILITY OUTAGES

Interruptions to existing utilities shall be held to a minimum. Outages to facilitate connections to existing systems shall be scheduled to take place during periods of minimum demand and during non-mission periods, at no additional cost to the Government. Due to the sensitivity of mission related computers and instrumentation, any contract electrical work or testing which includes any risk of an electrical interruption shall require the contractor to schedule for an electrical outage.

a. Prior to beginning work, the contractor shall submit to the Contracting Officer a master plan schedule for all utility outages anticipated to be required during the contract performance period. As a minimum, the master plan schedule shall be keyed to the contractor's progress schedule and include the following outage details:

- (1) Narrative of work activities requiring an outage.
- (2) Approximate date of each outage.
- (3) Anticipated duration of each outage.

b. The contractor shall specify in the master plan schedule the name of an on site company representative who will be the designated point of contact (POC) for the follow-on coordination of specific utility outages during construction. During the follow-on coordination for each outage, the contractor's POC shall be responsible to ensure that all outage details, to include affected facilities and specific dates, time and duration, are coordinated with the USAKA Logistics Contractor's Utilities Manager and all affected users. This coordination effort shall be documented by using a form format similar to the 'Utility Outage Coordination Record', which is included as an attachment at the end of this section. The completed

document must be submitted to the Contracting Officer not less than 10 days in advance of the intended outage.

c. No outage will be permitted without the Contracting Officer's Approval. Subsequent to this approval, the contractor shall arrange for announcements of the outage to be carried by local media sources.

[End of Statement]

K-7 UTILIZATION OF MARSHALL ISLANDS SUBCONTRACTORS AND EMPLOYMENT OF MARSHALL ISLANDS PERSONNEL (March 1999)

(a) In accordance with Article IV, "Utilization of Contractors and Employment of Labor," of the Status of Forces Agreement (the SOFA) concluded pursuant to Section 323 of the Compact of Free Association (Title II of the Compact of Free Association Act of 1985, Pub. L. 99- 239), employment preference shall be given by the Contractor, without discrimination, to citizens, nationals, and permanent resident aliens of the Marshall Islands and of the United States. Subcontracts placed under this contract shall reference Article IV of the SOFA and include a statement that the employment preference provisions of Paragraph 1(a), Article IV of the SOFA apply to persons hired under the subcontract. Furthermore, for its subcontracts, the Contractor shall utilize without discrimination, consistent with the laws and regulations of the United States, qualified local contractors and contractors which are legally entities of the United States. Subcontracts placed under this contract shall include a statement that subcontractors, for their subcontracts, shall utilize without discrimination, consistent with the laws and regulations of the United States, qualified local contractors and contractors which are legal entities of the United States.

(b) The Contractor hereby agrees to carry out the policy stated in subparagraph (a) above in the awarding of subcontracts and in the hiring of labor to the fullest extent practicable. The Contractor further agrees to cooperate in any studies or surveys that may be conducted by the United States and/or the Republic of the Marshall Islands as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. For the purposes of this clause, the following terms shall have the following meanings:

(1) The term, local contractor means a local firm incorporated in the Marshall Islands , or otherwise legally organized under the laws of the Marshall Islands, that--

- (i) Is more than 50 percent owned by citizens of the Marshall Islands; or
- (ii) Complies with the following:

(A) The firm has done business in the Marshall Islands on a continuing basis for not less than 3 years prior to the date of issuance of this solicitation;

(B) Substantially all of the firms directors of local operations, senior staff, and operating personnel are resident in the Marshall Islands or are U.S. citizens: and

(C) Most of the operating equipment and physical plant are in the Marshall Islands.

(2) The term, United States contractor, means a firm incorporated in the United States that complies with the following:

- (i) The corporate headquarters are in the United States;

(ii) The firm has filed corporate and employment tax returns in the United States for a minimum of 2 years (if required), has filed State and Federal income tax returns (if required) for 2 years, and has paid any taxes due as a result of these filings; and

(iii) The firm employs United States citizens in key management positions; or which is otherwise an entity (such as but not limited to a sole proprietorship, joint venture or other partnership), legally organized and existing under the laws of the United States, its territories or possessions, the majority ownership interest in which is held by an entity (or entities) which (1) have their business headquarters in the United States, (2) have filed income and employment tax returns in the United States for a minimum of two years (if required), have filed state and federal income tax returns (if required) for two years, and have paid any taxes due as a result of these filings; and (3) employ United States citizens in key management positions.

(3) The term "Marshall Islands personnel" means citizens, nationals and lawfully admitted permanent resident aliens of the Republic of the Marshall Islands.

(4) The term "the Contract" means this contract.

(5) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by the Contractor or any subcontractor calling for supplies or services required for performance of the Contract or any of its subcontracts.

(6) The term "the Plan" means the Subcontracting and Hiring Plan described in this clause.

(7) The term "failed to make good faith effort to comply with the Plan" means a willful or intentional failure to perform in accordance with the requirements of the Subcontracting and Hiring Plan approved under this clause.

(d) For the purposes of compliance with this clause only, contractors acting in good faith may rely on written representations by their subcontractors regarding their status as local contractors, and on written representations by their employees regarding their citizenship and/or alien status.

(e) Prior to receiving award of any contract, resulting from this solicitation, the apparently successful offeror must submit for the Contracting Officer's approval a Subcontracting and Hiring Plan (the Plan) which addresses the contractor's plan as to how it will subcontract and employ, as much as reasonably practicable, local contractors and Marshall Islands personnel. The Plan should separately describe the contractor's plan for subcontracting and employing local contractors and Marshall Islands personnel, broken down between the basic contract and any options, if options are included in the solicitation. No award will be made to the apparently successful offeror unless and until it submits a Plan that is satisfactory to and approved by the Contracting Officer.

(f) The Plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of local contractors as subcontractors. These goals shall pertain to all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally accounted for as indirect costs in the offeror's estimating and accounting systems.

(2) Goals, expressed in terms of percentages of total planned personnel at the jobsite, for the hiring of Marshall Islands personnel by the Contractor.

(3) A statement of-

- (i) Total dollars planned to be subcontracted;
 - (ii) Total dollars planned to be subcontracted to local contractors;
 - (iii) Total number or personnel expected to be hired by the Contractor for work at the jobsite; and
 - (iv) Total number of Marshall Islands personnel planned to be hired by the Contractor for work at the jobsite.
- (4) A description of the principal types of supplies and services to be subcontracted, and an identification of the types of supplies and services planned to be subcontracted to local contractors.
- (5) A description of the method used to develop the subcontracting and hiring goals in (1) above.
- (6) A description of the method used to identify potential sources of supplies and services, for solicitation purposes.
- (7) A statement as to whether or not the offeror has included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs allocable to the local contractors.
- (8) The name of the individual(s) employed by the offeror who will administer the offeror's subcontracting and hiring programs, and a description of the duties of such individual(s).
- (9) A description of the efforts the offeror will make to assure that local contractors have a fair opportunity to compete for subcontracts.
- (10) Assurances that the offeror will include a clause similar to this one in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors who receive subcontracts in excess of \$500,000 to adopt a Subcontracting and Hiring Plan similar to the Plan agreed to by the offeror and approved by the Contracting Officer.
- (11) Assurances that the offeror will cooperate in any studies or surveys as may be required and submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the Plan.
- (12) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the Plan, including establishing source lists; and a description of its efforts to locate local contractors and award subcontracts to them. These records shall include at least the following on a company-wide basis:
- (i) Source lists, guides, and other data that identify local contractors.
 - (ii) Organizations contacted in an attempt to locate local contractors.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether local contractors were solicited and if not, why not, and (B) if applicable, the reason award was not made to a local contractor.
 - (iv) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor.
- (g) In order to effectively implement the Plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist local contractors by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such local contractors.

(2) Counsel and discuss subcontracting opportunities with representatives of local contractors.

(h) Prior compliance of the offeror with other subcontracting plans under previous contracts will be considered by the Contracting Officer determining the responsibility of the offeror for award of the Contract.

(i) The failure of the Contractor or any of its subcontractors to comply in good faith with (1) this clause, or (2) the approved Plan required by this clause, may be considered to be a material breach of the Contract and shall be an element listed in the evaluation of the Contractor's performance under the Contract.

(j) If, at Contract completion, the Contractor has failed to meet its subcontracting or hiring goals and the Contracting Officer decides in accordance with paragraph (k) of this clause that the Contractor has failed to make good faith effort to comply with the Plan, the Contracting Officer may determine that the Contractor's performance under the Contract is unsatisfactory.

(k) Before the Contracting Officer makes a final determination that the Contractor has failed to make a good faith effort to comply with the Plan, the Contracting Officer shall give the Contractor written notice specifying the failure and providing the Contractor a reasonable opportunity to demonstrate what good faith efforts have been made. Failure to respond to such a notice within a reasonable time may be taken as an admission that no valid explanation exists.

[End of Statement]

K-8 AVAILABILITY AND USE OF UTILITY SERVICES (DEC 1998)

a. The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies. 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 rates in accordance with the Financial Policy and Rate Manual. 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.

c. Schedule of utilities available from the Government without charge: None. The Government requires reimbursement for utilities used.

[End of Statement]

K-9 CLEARANCE, ENTRY AND SECURITY REQUIREMENTS (March 1999)

(a) Entry Requirements. To be admitted to the site of the work, employees or representatives of the Contractor must provide the Commander, USAKA: (1) If United States citizens satisfactory proof of citizenship; (2) If permanent resident aliens of the United States satisfactory proof of legal permanent residency; (3) If citizens, nationals or legal permanent resident aliens of the Republic of the Marshall Islands satisfactory proof of such citizenship, nationality or legal permanent residency; and (4) If third country nationals (nationals who are neither citizens or legal permanent resident aliens of the United States nor citizens, nationals or legal permanent resident aliens of the Republic of the Marshall Islands) possession of a valid passport and visa, satisfactorily evidencing authorization to enter and reside permanently in the Republic of the Marshall Islands.

(b)(1) Entry authorization. Prior to entering any area under the control of United States Army, Kwajalein Atoll (USAKA), any contractor employee or representative who is not a citizen, national or legal permanent resident alien of the Republic of the Marshall Islands, as set forth in subparagraph (a)(3) above, must obtain an entry authorization from the Commander, USAKA. The Contractor must, on behalf of the employee or representative, submit a written entry authorization request to: Commander, USAKA, Attn: CSSD-KA-S, P.O. Box 26, APO AP 96555-2526. The Commander, USAKA may be reached (for information only) by telephoning (805) 238-7994, ext. 3449. The Contractor must provide a copy of each entry authorization request that it submits to USAKA to: U.S. Army Engineer District, Honolulu, Kwajalein Project Office (CEPOH-KR), Box 28, APO AP 96555-2528.

(2) Entry Authorization Request Documentation. Submit a written request for each individual for which authorization is sought which includes:

- a. Full Name;
- b. Grade (if applicable);
- c. Social Security Number;
- d. Date of Birth;
- e. Place of Birth;
- f. Company/Unit, or Employer;
- g. Reason for Visit;
- h. Date of Entry;
- i. Date of Exit;
- j. Means of Travel; and
- k. USAKA POC and Contract Number.

(3) NOTE: The contractor is responsible for all travel arrangements and expenses incurred by its employees and representatives as a result of the travel.

(4) Requests for entry authorizations must be submitted so as to reach the Commander, USAKA, at least 14 days prior to the desired entry date.

(5) In the event a contractor employee or representative intends to stay in USAKA for 90 days or more, the entry authorization request should list permanent change of station (PCS) as the Reason for Visit. The entry authorization request must list the employee's or representative's approximate departure date, if known.

(6) Entry authorizations are issued on a per-visit basis and cannot be used for multiple visits. Entry authorizations are issued with specific arrival and departure dates. These dates will not always match the dates requested by the Contractor because of limited transportation to and from Kwajalein and other factors. However, arrivals to and departures from Kwajalein must take place on the dates specified on the

entry authorization. If an employee is unable to arrive or depart on the specified dates, the Contractor shall notify the USAKA Provost Marshall's Office immediately.

(c) Employment of third country nationals. Procedures for obtaining entry authorization for third country national contractor employees (as described in subparagraph (a)(4) above) are the same as set forth in subparagraph (b) of this Clause. However, requirements for authorization to employ third country national employees at the site of the work are separate from requirements to gain entry authorization for such persons, and are set forth in paragraph 2, Article IV, Utilization of Contractors and Employment of Labor, of the Status of Forces Agreement, which is reproduced at the end of this Section. The Contractor must adhere to the requirements contained therein. The Contractor must notify the Kwajalein Project Office in writing (at the address listed in subparagraph (b)(1) above) of its intent to employ for work in the Republic of the Marshall Islands under the contract any third country national (including citizens of the Federated States of Micronesia residing in the Republic of the Marshall Islands); this notification of intent must be made at least thirty (30) calendar days prior to arrival of such employee at the site of the work. This written notification shall include a description of the nature of the work to be performed by each prospective third country national employee.

(d) Applicability of USAKA/KMR Regulation 210-10. Entry, clearance and security requirements, to which the contractor must adhere, are set forth in USAKA/KMR Regulation 210-10, which is incorporated into this contract in full text.

[End of Statement]

S-17.1 OPTION FOR INCREASED SCOPE -- SEPARATELY PRICED LINE ITEM (APR 1996)

The Government may require the construction of the numbered line item(s), identified in the bidding schedule as (an) option item(s), in the quantity and at the price stated. The Contracting Officer may exercise the option(s) at time of award or by written notice to the Contractor within Sixty (60) calendar days from time of award. Performance period(s) for the option(s) will be identified in the FAR clause entitled COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, in Section 00700.

S-18 ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)

(a) 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.

(b) The Contractor is advised that friable and/or nonfriable asbestos containing material has been identified in area(s) where contract work is to be performed. Friable asbestos containing material means any material that contains more than 1 percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos containing materials do not release asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

(c) Care must 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 1910.1001, for exposure to airborne concentrations of asbestos, fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos containing materials which release airborne asbestos fibers at concentrations in excess of those established 29 CFR 1910.1001. 29 CFR 1910.1001 has been identified as applicable to construction (29 CFR 1926.55 gases, vapors, fumes, dusts and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.

(d) When contract work activities are carried out in locations where the potential exists for exposure to airborne asbestos fibers as described in paragraph (b), or where asbestos waste will be generated, the Contractor shall assure that all measures necessary to provide effective protection to persons from exposure to asbestos fibers (and prevention of contamination to property, materials, supplies, equipment and the internal and external environment) are effectively instituted.

(e) As a minimum, the Contractor shall comply with the provisions of 29 CFR 1910.1001 and 1926.55; 49 CFR 72.101, 172.200-204, 172.316, 173.1090; 40 CFR 61.140-156; and any state implementing hazardous waste under the Resources Conservation and Recovery Act (RCRA) requirements and any other applicable federal, state or local requirements.

(f) In addition to the information required in Contract Clause, ACCIDENT PREVENTION, of this contract, the Contractor's Accident Prevention Plan must also fully address the following topics, and at the Contractor's option may include additional information as applicable.

(1) Medical Surveillance: (29 CFR 1910.1001(J)).

(2) Employee training: Prior to beginning work in asbestos containing material area(s) (29 CFR 1910.1001 and 29 CFR 1910.134).

(3) Respiratory protection: (29 CFR 1910.1001 and 29 CFR 1910.134)

(4) Personal protective clothing and equipment: (29 CFR 1910.1001(d)). The use of compressed air to remove asbestos from workers' clothing is prohibited. The Contractor shall specify the type of change room, wash facilities and laundering facilities as applicable.

(5) Airborne asbestos monitoring: 29 CFR 1910.1001(f). Specify the monitoring and analytical procedures to be used before, during, and after completion of contract work in areas where asbestos containing materials are located. All asbestos monitoring shall be conducted under the guidance of an industrial hygienist certified by the American Board of Industrial Hygiene. Samples shall be analyzed by an American Industrial Hygiene Association (AIHA) accredited laboratory proficient in the analysis of asbestos and asbestos containing materials. Turn around time from end of sampling period to review of results of analyses by Contractor shall be no longer than 72 hours.

(6) Housekeeping: (29 CFR 1910.1001(h)). Dry sweeping of contract work areas contaminated with asbestos containing material is prohibited. The Contractor shall specify methods and materials used to package asbestos containing waste and plan to control any incidental airborne release or spill of asbestos containing material.

(7) Methods of compliance: (29 CFR 1910.1001(c)). Contractor shall include procedures relating to engineering controls, local exhaust ventilation, particular tools to be used and work practices (1910.1001(c)). Specify methods, materials and equipment to be used to prevent asbestos contamination to property, materials, supplies, equipment and the internal and external environment during maintenance, renovation or other contract activities. Local Exhaust ventilation equipment including power operated tools equipped with local exhaust ventilation shall conform with the Standard Fundamentals Governing the Design and Operation of Local Exhaust Systems ANSI Z9.2 latest revised edition. Describe the type of high-efficiency filtered (HEPA) vacuum cleaners that shall be used to vacuum asbestos containing materials. Describe methods and materials to be used to assure all asbestos containing material will be thoroughly wetted by use of a wetting agent and water before removal and that airborne asbestos dust will be kept to a minimum.

(8) Methods and materials to be used to decontaminate any property, materials, supplies, equipment and the environment if asbestos contamination results. (29 CFR 1910.1001(c)).

(9) Recordkeeping procedures. (29 CFR 1910.1001(i) and 1910.20).

(10) Specific description of packaging, marking and shipping conveyances to be used to transport asbestos containing waste from the generation point to a storage or disposal facility in compliance with Department of Transportation requirements. (49 CFR 172.101, 172.200-204, 176,316, 173.1090).

(11) Emergency procedures that would be taken if an accident of spill of asbestos containing material occurs during the transport of asbestos containing waste. (40 CFR 61.20-25).

(12) Methods and equipment used to off load and bury asbestos containing waste control airborne emissions at the burial site. (40 CFR 61.20-25).

(g) The Contractor shall complete and return to the Contracting Officer within 15 working days after the completion of all airborne asbestos monitoring conducted under this contract, a 'Summarization of Airborne Asbestos Sampling Results' form (ENG Form 4921-R, Jan 86) provided by the Government. NOTE: This completed summarization form is to be used by the US Army Corps of Engineers for statistical information purposes and does not relieve the Contractor from his recordkeeping requirements as described in 29 CFR 1910.1001(i) and 1910.20.

(h) An industrial hygiene asbestos survey was conducted in the contract work area(s) to identify the presence of asbestos containing materials as described in paragraph (b) above. The data collected is contained in the ASBESTOS SURVEY REPORT found at the end of this section.

(i) The industrial hygiene asbestos survey described in paragraph (h) may not have identified all asbestos containing materials in the contract work area(s). When contract work area(s) appear to have asbestos containing material not identified in the ASBESTOS SURVEY REPORT, the Contractor shall conduct an asbestos survey to identify such material(s) in a manner similar to that described in the ASBESTOS SURVEY REPORT.

[End of Statement]

S-19 SAFETY STANDARDS

The successful offeror will be required to comply with Chapter 396 of the Hawaii Occupational Safety and Health Act (OSHA) standards and Title 12 Department of Labor and Industrial Relations, Subtitle 8

Division of Occupational Safety and Health, Part 2 General Industry Standards as well as with the Corps of Engineers Manual 385-1-1, Safety and Health Requirements Manual. [Title 29, CFR, Chap 18, Part 1910 (OSHA)]

[End of Statement]

S-19A U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS
MANUAL, EM 385-1-1 (AUG 2002)

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions.) EM 385-1-1 and its changes are available at the following web site:

http://www.hq.usace.army.mil/soh/hqusace_soh.htm

The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

Per EM 385-1-1 (latest version) Contractors shall ensure timely accident reporting is strictly adhered to. PODR 265 will be completed within 24 hours of all accidents (excluding first aid injuries). ENG 3394 forms will be completed within 5 days of lost time accident and forwarded to the Contracting Officer or Contracting Officer Representative. All accidents will be reported through the Honolulu Engineer District Safety Office, (808)438-1316 within 24 hours of the incident.

[End of Statement]

S-23.1 EMERGENCY PLANNING COMMUNITY RIGHT TO KNOW ACT (EPCRA)
EXTREMELY HAZARDOUS SUBSTANCES (EHS), CERCLA HAZARDOUS SUBSTANCES, AND
OTHER OSHA HAZARDOUS CHEMICALS (MAY 2000)

This applies to any contractor utilizing EPCRA EHS, CERCLA hazardous substances, and other OSHA hazardous chemicals in performance of any work while on any US Army Garrison, Hawaii (USAG-HI) installations. The EPCRA EHS are defined in EPA document EPA 550-B-98-017, Title III List of List, Consolidated List of Chemicals Subject to the Emergency Planning and Community Right to Know Act and Section 112(r) of the Clean Air Act Amended. Contractors are responsible for knowing which chemicals they may use or transport are contained on the list. For convenience, contractors may review a copy of the EPA document at the Directorate of Public Works (DPW) Environmental Department. To obtain a copy of the list, the document is also available at the U.S. Environmental Protection Agency (EPA) Web address <http://www.epa.gov/ceppo/p-gen.htm>. For contractors' information, the locations of these chemicals stored on USAG-HI installations are available upon request. To obtain the list of locations, forward request to the following E-mail address: takenakc@schofield-emh1.army.mil. Indicate name, company, contract awarded and description of contract. A data base of locations of chemicals will then be forwarded upon review and approval of request. Contractors working on USAG-HI installations are encouraged to review this database which will provide information where potentially hazardous chemicals are stored.

(1) Reporting. All spills of substances containing EPCRA EHS and CERCLA hazardous substances, and OSHA hazardous chemicals will be immediately reported to the Directorate of Public Works (DPW) Spill Response line at 656-1111 during normal working hours. After normal working

hours or weekends/holidays, all spills will be reported to the DPW Work Order Desk at 656-1275. The Contracting Officer must be notified during the first business hour immediately after. All waste developed resulting from EPCRA EHS, CERCLA hazardous substances, and other OSHA hazardous chemicals being utilized will be immediately reported to the DPW Environmental Office, phone: 656-2878 x 1022 (Mr. Akasaki).

(2) All Contractors Utilizing Substances Containing EPCRA EHS, CERCLA hazardous substances, and other OSHA hazardous chemicals will perform the following prior to contract start.

(a) Review the Installation Spill Contingency Plan, the Installation Hazardous Waste Management Plan and the 40-hour Environmental Compliance Officer Course manual available at the DPW Environmental Department or at the Directorate of Contracting. Upon review, the contractor or designated responsible employee shall sign a certification statement that they have reviewed and understand the contents of these documents.

(b) Provide a list of all EPCRA EHS, CERCLA hazardous substances, and other OSHA hazardous chemicals projected to be utilized, the estimated quantities of each and the Material Safety Data Sheets to the DPW Environmental Department and also to building 6040 East Range for material bar-codes.

(c) Provide the name, phone number, and pager number of a company spill response point of contact. The point of contact must be trained in spill response.

(d) Provide a copy of an agreement with a hazardous materials spill response company in the event of a spill.

(e) Provide copies of training certificates on environmental training and spill response training.

(f) Appoint a primary and alternate Environmental Compliance Officer in writing.

(g) Develop a notification procedure in the event of a spill to include phone numbers of response personnel, support agencies, National Response Center, State Hazard Evaluation Emergency Response Office and Civil Defense.

(3) Annual Update. On an annual basis, but not later than 1 February of each year, provide DPW Environmental Department an updated list as referenced in (2)(b) above.

(4) Contractor Caused Spills or Waste Generated of Substances Containing EPCRA EHS, CERCLA Hazardous Substances, and OSHA Hazardous Chemicals.

(a) All spills caused by the contractor will be cleaned up under supervision of the contractor and a qualified hazardous materials spill response company, at no cost to the government, in accordance with all applicable laws and regulations and to the satisfaction of the DPW Environmental Department.

(b) Accomplish all spill notifications as required by the U.S. Environmental Protection Agency and State of Hawaii to the Hazard Evaluation Emergency Response Office, Local Emergency Response Commission and National Response Center.

(c) Pay for disposal cost of all contaminated materials to include but not limited to soil, sorbent materials, disposable equipment and other materials contaminated by the spill. Ensure all disposal is in accordance with all applicable laws and regulations at authorized disposal sites.

S-28.6 REQUIRED INSURANCE

A. The contractor shall provide and maintain, during the entire performance of this contract, at least the following kinds and amounts of insurance pursuant to the clause in Section 00700 entitled "Insurance--Work On A Government Installation":

Type	Amount
1. Comprehensive General Liability	\$500,000 per occurrence
2. Comprehensive Automobile Liability:	
(a) Bodily Injury or Death	\$200,000 per person \$500,000 per occurrence
(b) Property Damage	\$20,000 per occurrence

B. Additionally the contractor shall provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and continue to maintain it until performance is completed pursuant to the clause in 00700 entitled "Workers' Compensation Insurance (Defense Base Act)".

C. Before commencing performance under this contract, the contractor shall submit to the Contracting Officer a written certification that the insurance or security required under the foregoing paragraphs has been obtained along with the evidence thereof.

D. The contractor shall insert this clause in all subcontracts under this contract.

[End of Statement]

S-28.8 PERFORMANCE AND PAYMENT BONDS (OCT 1995)

(Applicable to contracts exceeding \$100,000)

Within fourteen (14) calendar days after the date of contract award, the bidder to whom award is made shall furnish the Government with two bonds, each with good and sufficient surety or sureties acceptable to the Government; namely, a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25-A).

Any bonds furnished will be furnished by the Contractor to the Government prior to issuance of a Notice to Proceed by the Government. [FAR 28.102-3]

[End of Statement]

S-36.11 POSTERS AND NOTICES

Wage Rate, Equal Employment Opportunity, and Nondiscrimination in Employment Posters and Notices will be provided to the Contractor by the Contracting Officer. The Contractor shall mount these posters and notices, together with the wage determination decision, under weatherproof, transparent, protective covering, in one or more conspicuous places, as approved, and readily available to employees.

[End of Statement]

S-36.12 PROJECT SIGN

A project sign shall be fabricated and erected at a location designated by the Contracting Officer. The sign shall be constructed as shown on Drawing Nos 40-21-04 and 40-21-06 copies of which are provided at the end of this section. The sign shall be erected as soon as possible and within 15 days after the date of notice to proceed. Upon completion of the project, the sign shall be removed and disposed of.

[End of Statement]

S-36.17 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (AUG 1999)

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 Special Contract Requirements statement, entitled "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE," of this solicitation. EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available at [http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8\(vol10\)/toc.htm](http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8(vol10)/toc.htm) for State of Hawaii (Region 10) and at [http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8\(vol12\)/toc.htm](http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep1110-1-8(vol12)/toc.htm) for Kwajalein Island, Roi-Namur Island, and Meck Island (Area 12), including Guam, American Samoa, and Johnston Island). [FAR 31.105(d)(2)(i) and EFARS 31.105(d)(2)(i)(b)].

[End of Statement]

S-36.18 ACCIDENT PREVENTION PLAN (DEC 1998)

Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the preconstruction conference, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and acceptance. The program shall consist of the following forms and documents:

- (a) An executed POD Form 248-R Rev (1 Jun 98), Accident Prevention Program, Administrative Plan.
- (b) An executed POD Form 184-R Rev (16 Oct 98), Activity Hazard Analysis. (At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase.)

(c) A copy of company policy statement of accident prevention and any other guidance statements normally provided new employees.

Contractor shall not commence physical work at the site until the program has been accepted by the Contracting Officer, or his authorized representative. In developing and implementing its Accident Prevention Program, the Contractor is also responsible for reviewing Section 1 of the most current edition of US Army Corps of Engineers Safety and Health Requirements Manual, Engineer Manual 385-1-1. [See paragraph entitled, SAFETY STANDARDS, in Section 00800]

[End of Statement]

S-36.20 PERFORMANCE OF WORK BY THE CONTRACTOR - DEFINED (NOV 1998)

(a) "Work," means physical work activities, involving any of the trades required to directly place the construction required by the contract. It also includes physical activities that directly support the work, such as: (1) warehousing; (2) maintenance of equipment; (3) procurement and transportation of supplies or construction materials to the site for use by the contractor; (4) procuring, transporting and providing equipment for use by the contractor; (5) logistical activities that directly support the contractor's employees; and (6) similar activities. The meaning of the term does not include: (1) physical work performed by subcontractors; (2) procurement and transportation of supplies or construction materials to the site for use by subcontractors; (3) procuring, transporting and providing equipment for use by subcontractors; logistical activities undertaken by subcontractors for the benefit of contractor or subcontractor employees; (4) superintendence, quality control, clerical or similar activities; or (5) other activities of a similar nature.

Work will be quantified in terms of its monetary cost to the contractor, and will be compared to the total direct costs that the contractor incurs in performing the contract.

(b) "On the site" means the area within the construction limits depicted or described in the contract drawings or specifications. Activities such as transportation, maintenance and logistics that take place outside of the construction limits depicted or described are still "on the site," if in direct support of activities within the construction limits.

(c) "The contractor's own organization" means those individuals who are employed and paid by the contractor, whether full or part time. If a joint venture or partnership, members (and their paid employees) of the joint venture or partners are considered part of "the contractor's own organization." If a corporation, wholly-owned subsidiary elements of the corporation and their paid employees, are considered part of "the contractor's own organization." Any individual who is employed or paid, even on an occasional basis by an entity other than the contractor (such as a subcontractor), or any subcontractor or supplier to the contractor, is not considered part of "the contractor's own organization."

[End of Statement]

~~S 36.21 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.~~

~~(c) Schedule of utilities available from the Government without charge: Yes, connections to existing water/electrical lines can be made, but metering is required~~

[End of Statement]

S-36.22 NOTICE OF PARTNERING

The Government intends to encourage the foundation of a cohesive partnering arrangement with the contractor and its subcontractors. This partnering arrangement will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance intended to achieve completion within budget, on schedule, and in accordance with contract plans and specifications. This partnering arrangement will be bilateral in membership. To implement this partnering initiative, it is anticipated that within 60-days of Notice to Proceed, the contractor and Government management teams to include on-site and off-site management will attend a 2 days partnering development seminar/team building workshop. Any costs associated with **this initial the** partnering workshop, **or any other follow-on sessions if necessary**, excluding salaries, travel, lodging, and food for Government personnel, shall be borne by the contractor. The facilitator for the workshop shall be an objective and neutral third party participant, skilled in team building and group dynamics, who has no vested interest in the decisions reached by the group. Up to 15 Government personnel will attend this workshop. The partnering workshop will be held at Kwajalein. ~~within 60 days of award —specific dates to be determined.~~

[End of Statement]

S-36.34 VEHICLE REGISTRATION

- (1) All vehicles operating on Army Installations must have a valid registration, valid certificate of insurance, current safety inspection and be operated by a licensed driver. Vehicle operators shall be prepared to present these documents when requested by the security guard.
- (2) Contractor vehicles utilized in performance of the contract shall be registered with the Installation Provost Marshal for entry into any Army Installation. This includes contractor employees' privately-owned vehicles (POVs) used to travel to and from the job site. Employees will be allowed to register only one vehicle. It shall be the sole responsibility of the contractor to register vehicles with the Provost Marshal.
- (3) Prior to contract performance, the contractor shall provide the Contracting Officer with a list of company-owned vehicles, employee POVs, and any subcontractor vehicles to be registered. The

Contracting Officer will prepare a request for vehicle registration to the Provost Marshal. Upon receipt of the signed request the contractor shall report directly to the Provost Marshal for vehicle registration. Contractor employees must report in person for registration of their POVs. The following documents will be required to be presented to the Provost Marshal for vehicle registration:

- (b) Contracting Officer's request for vehicle registration.
 - (c) Valid Vehicle registration
 - (d) Valid Certificate of Insurance
 - (e) Current Safety Inspection
 - (f) Valid driver's license
- (4) At any time contractor employees (or subcontractor employees) are operating contractor-owned vehicles on an Army Installation, they shall have in their possession a letter signed by a corporate officer authorizing the individual to drive the vehicle.
- (5) The Contracting Officer and the Provost Marshal office shall be notified of any changes in vehicles within three business days of the change.
- (6) In the event the Provost Marshal issues extended passes for vehicles, lost passes shall be reported immediately, in writing, to the appropriate Provost Marshal Office, in order to obtain new passes. Notification shall include all circumstances surrounding the loss of the original passes. All vehicle passes issued shall be returned to the Provost Marshal upon completion of the contract, termination of an employee or discontinued use of the registered vehicles.
- (7) Failure to follow the procedures outlined above may result in delays in entering Army Installations. The Government is not responsible for any adverse impact on the contractor or its operation as a result of delays due to the failure to register vehicles.

S-36.5 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1. This provision specifies the procedure for 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:

a. 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.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

2. 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 DELAY WORK DAYS BASED ON 5 DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
4	3	6	7	10	10	13	13	13	14	14	8

3. 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 2, 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). [ER 415-1-15, 31 Oct 89]

S-36.6 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in five (5) 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]

S-36.7 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 Statement]

S-36.8 GROUND-FAULT CIRCUIT INTERRUPTERS

Ground-fault circuit interrupters for all 125-volt single phase 15- and 20-ampere receptacle outlets which are not part of the permanent wiring of the building or structure shall be provided by the Contractor in accordance with Section 305-6 of the 1999 National Electrical Code.

[End of Statement]

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 XII. 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)

52.249-5000 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:

(8) 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.

(9) 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 Clause)