

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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 X. 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:

(a) 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.

(b) 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)

DB-11 DESIGN-BUILD CONTRACT - ORDER OF PRECEDENCE (AUG 1997)

a) The contract includes the standard contract clauses and schedules current at the time of award. It entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments and (2) the successful Offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any ways bears upon the terms of that agreement

b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

(1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation

(2) The provisions of the solicitation. (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(3) All other provisions of the accepted proposal

(4) Any design products, including but not limited to plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

DB-12 PROPOSED BETTERMENTS (AUG 1997)

(a) The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.

(b) A "Betterment" is defined as any component or system, which exceeds the minimum requirements, stated in the Request for Proposal. This includes all proposed betterments listed in accordance with the "Proposal Submission Requirements" of the Solicitation, and all Government identified betterments.

(c) "Government identified betterments" include the betterments identified on the "List of Accepted Project Betterments" prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other betterments identified in the accepted Proposal after award.

DB-13 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS (AUG 1997)

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

DB-14 WARRANTY OF CONSTRUCTION WORK - AUG 1997

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

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

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

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, or workmanship.

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

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

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

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

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

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

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

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

DB-15 SEQUENCE OF DESIGN-CONSTRUCTION (AUG 1997)

(As applicable, in accordance with individual task orders)

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. No construction may be started, with the exception of (will be specified in individual task orders, as needed) until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

DB-16 SEQUENCE OF DESIGN-CONSTRUCTION (FAST TRACK) (AUG 1997)

(As applicable, in accordance with individual task orders)

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. The Contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required Submittals have been made, reviewed and are satisfactory to the Government.

DB-17 CONSTRUCTOR'S ROLE DURING DESIGN PROCESS (JUN 1998)

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructibility and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC

program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

DB-18 VALUE ENGINEERING AFTER AWARD (JUN 1999)

(a) In reference to Contract Clause 52.248-3, Value Engineering-Construction, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

DB-19 DESIGN CONFERENCES (AUG 1997)

Pre-Work: As part of the Pre-work Conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and review procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the design build documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contact and any other appropriate pre-design discussion items.

Initial Design Conference: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user operations, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as a direct result of these meetings.

Design Review Conferences: Review conferences will be held for each design for each submittal. The Contractor shall bring the personnel that developed the design submittal to the review conference.

DB-20 TRAINING (FEB 2000)

The Contractor shall provide operational and maintenance training for all systems furnished under this contract. The training will be for the operating and maintenance personnel. The training shall be done by the system manufacturer. The training shall not take place until the operation and maintenance manuals are submitted and approved. The Contractor shall videotape the training session on VHS tapes and provide the tapes to the Government.

DB-21 WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) – MAY 2002

(a) The Contractor warrants that the design shall be performed in accordance with the Contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN".

(b) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(c) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose, as applicable to the state that the project is located in.

(d) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

DB-22 DEVIATING FROM THE ACCEPTED DESIGN (JUN 2002)

(a.) The Contractor must obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed and concurred design, before proceeding with the revision.

(b.) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

(c.) Any revision to the design, which deviates from the contract requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

(d.) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(e.) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed

procedures. The Designer of Record shall document its professional concurrence on the as-built for any revisions in the stamped and sealed drawings and specifications.

DB-23 RECOMMENDED INSURANCE COVERAGE - MAR 2002

The Design-Build Contractor's attention is invited to the contract requirements concerning "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN", "WARRANTY OF DESIGN" and "WARRANTY OF CONSTRUCTION WORK". These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnish by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor shall be liable to the Government for the damages to the Government caused by negligent performance. Though not a mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

DB-24 GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS – JUL 2002

This is to clarify that contract clause 252.236-7001, "Contract Drawings and Specifications," refers to any Government-furnished design or design criteria included in the Request for Proposal (RFP).

DB-4 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 2002)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

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

(e) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

[End of Statement]

S-14 PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK

As of the time this contract is awarded, the Government is uncertain as to presence of asbestos in the buildings or any other structures to be worked on by the Contractor. Upon discovering presence of asbestos in any part of the structures, the Contractor shall notify the Government thereof as soon as practicable. Upon becoming aware of presence of asbestos in any part of the structures through the contractor's notice or otherwise, the Government shall modify the contract for asbestos abatement and make an equitable adjustment to the contract price as called under the contract clause entitled Changes.

[End of Statement]

S-17 ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)

The Government is uncertain on the presence of asbestos at the time of award. The following paragraphs only apply if asbestos is discovered during the performance of the work. Refer to paragraph entitled PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK in Section 00800 for procedural information upon discovery of asbestos.

(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.

[End of Statement]

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-19.1 APPROVAL OF SUBCONTRACTING PLAN

If the Contract Clause in this solicitation entitled "Small Business Subcontracting Plan" or its Alternate I or II applies, no award will be made until the subcontracting plan under the stated clause is approved.

[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-22 VALIDATION OF COMMERCIAL ANALYTICAL CHEMISTRY LABORATORIES FOR U.S. ARMY ENGINEER CORPS OF ENGINEERS' (USACE) HAZARDOUS, TOXIC & RADIOACTIVE WASTE (HTRW) PROJECTS (FEB 2002)

Laboratories must be Corps validated laboratories and must be validated for project specific parameters and matrices prior to analyzing any samples under contract as part of the USACE HTRW Program execution. Laboratories must be revalidated every eighteen months if they are actively supporting USACE projects.

Initial laboratory validations require eight to twelve weeks, depending on the responsiveness of the laboratory. Revalidation usually requires less time.

[End of Statement]

S-23 PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK

As of the time this contract is awarded, the Government is uncertain as to presence of asbestos in the buildings or any other structures to be worked on by the Contractor. Upon discovering presence of asbestos in any part of the structures, the Contractor shall notify the Government thereof as soon as practicable. Upon becoming aware of presence of asbestos in any part of the structures through the contractor's notice or otherwise, the Government shall modify the contract for asbestos abatement and make an equitable adjustment to the contract price as called under the contract clause entitled Changes.

[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-23.2 ASBESTOS PROHIBITION & CERTIFICATION (SEP 2000)

a. Materials or products containing more than one percent asbestos shall not be used in this project. The Contracting Officer, at any time prior to acceptance of the work, or during the period designated for warranty of the work, if any, may reject materials and products that contain asbestos in excess of one percent, and direct the removal of such materials and products from the jobsite, at the sole expense of the contractor, and without additional time granted for performance of the work. After completion of this contract, if asbestos (exceeding 1%) is discovered in the products or materials (excluding items permitted by the exception) installed by the contractor, the Government reserves the right to direct the Contractor to perform asbestos abatement and restoration work, as required, at the Contractors' sole cost. Asbestos abatement work (removal and disposal of asbestos-containing materials and products) shall be

accomplished in accordance with currently applicable United States Government and State of Hawaii standards for such work.

"Exception: Where suitable asbestos-free (equal to or less than 1% asbestos) substitutes do not exist for a material or product, the contractor may use a material or product containing asbestos in excess of 1%, with the prior written approval of the Contracting Officer. The Contractor shall submit a written request for such substitution, accompanied by a certification from the manufacturer of the material or product that shall set forth, in specific detail, the amount of asbestos present in the material or product. When available, laboratory analysis of the material or product for asbestos content shall be included with the submittal."

b. The Government may conduct asbestos testing on suspected asbestos-containing materials and products excluding items permitted by the "Exception", and such testing will be conducted at the expense of the Government. However, wherever destructive testing is required, or a material or product must be utilized by the Government for testing, the Contractor, shall, at its own expense, repair or replace the material or product, or the item of work that has been disturbed by testing, if the test results confirm presence of asbestos exceeding 1%. In the event test results indicate 1% or less asbestos content or complete absence of asbestos, the Contractor shall restore the test site to its original condition and the cost of restoration work, as approved by the Contracting Officer, shall be borne by the Government.

c. As a minimum, the Contractor shall furnish manufacturer's certification for the items listed below, excluding items permitted by the "Exception", certifying that they are asbestos free or do not contain asbestos in excess of 1%, as applicable. However, when presence of asbestos is suspected in other products and materials used in this project, the Contractor shall be required to provide such certification for those additional items when so directed by the Contracting Officer. Asbestos certification shall be required for the items applicable to this project only.

1. Vinyl sheet/vinyl tile flooring, including accessories and adhesives
2. Insulation materials including facing
3. Gaskets for piping and duct work
4. Acoustical Tiles
5. Firestopping materials
6. Fireproofing materials
7. Special Coating, including factory applied coatings, on sheetmetal roofing and siding
8. Wallboard for all interior and exterior applications including joint compounds
9. Adhesives (other than Item 1) used in the project
10. Tape materials used in the project
11. Roofing and Siding, nonmetallic
12. Felt materials and cushion materials
13. Pre-mixed mortars, grouts, leveling compounds, fillers, and other cementitious materials
14. Caulking and sealing materials

d. All submittals shall be accompanied by a certification from the manufacturer of the material or product that the material or product is asbestos-free; or shall set forth, in specific detail, the amount of asbestos present in the material or product. Documentary evidence of laboratory analysis of the material or product for asbestos content, conducted by an independent testing laboratory accredited for asbestos analysis by either the American Industrial Hygiene Association (AIHA) or the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology (NIST).

e. The Contractor shall implement asbestos awareness and require all subcontractors, vendors, and suppliers to furnish materials and products free of asbestos except where and exception is warranted. The Contractor shall require all subcontractors, vendors, and suppliers to provide manufacturers certifications and data to support the exception. The request for exception shall be provided in writing to the Contracting Officer 30 days prior to commencement of any field work related to that product for which the exception is sought for the project.

f. The Contractor shall monitor all subcontractors, vendors, and suppliers to ensure asbestos containing building materials are not used in the project except those permitted by the Exception.

g. Recording

(1) The Contractor shall annotate on the as-built drawings the location where asbestos containing building materials and products have been used. The annotation shall contain the material and quantity.

(2) Where projects are completed using no asbestos, the Contractor shall prepare and sign a Certification of Asbestos Free Facility. The certification shall contain the project name, contract number, date of certification, and Contractor's name. The certificate shall state that, to the best of Contractor's knowledge, the facility has been completed without the use of asbestos containing building materials and products. The certification shall be signed by the company president or principal or by an individual authorized to sign for the president or principal.

S-25 AWARD OF TASK ORDERS UNDER MULTIPLE AWARD CONTRACTS (JUNE 2003)

a. More than one contract is being awarded for the same construction/services required under this contract. Each Contractor shall be afforded a fair opportunity to be considered for each task order in excess of \$2,500 unless one of the conditions in paragraph c. below applies.

b. The Government reserves the right to issue additional solicitations and award additional contracts within the region covered by this contract. In this event, new indefinite delivery indefinite quantity contractors, in accordance with the terms of their contracts, may compete for Task Orders with the Contractors selected under this solicitation.

c. The Government will consider one or more of the following factors when evaluating contractor's proposals for each task order. The Government might also identify other factors that are specific to an individual task order. The Government will identify all factors and the relative weight of the factors in the RFP for each task order.

1) The Contractor's proposed task order price;

- 2) The Contractor's proposed performance schedule for the task order;
- 3) Impact to ongoing contract work when the new task order is incorporated into the Contractor's schedule;
- 4) The Contractor's demonstrated understanding of the proposed task order work;
- 5) The Contractor's past performance under the contract for all completed task orders; the Contractor's past performance on similar or related task orders completed under the contract; and the Contractor's current performance on similar or related task orders issued under the contract; and
- 6) The existence of ongoing or scheduled work by a Contractor in the location where the task order will be performed.

d. In accordance with FAR 16.505(b)(2), awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 under multiple delivery order contracts or multiple task order contracts if the Contracting Officer determines that -

- (1) The agency need for such supplies or services is such urgency that providing such opportunity would result in unacceptable delays;
- (2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
- (3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or
- (4) It is necessary to place an order to satisfy a minimum guarantee.

e. If the contractor believes it was not fairly considered for a particular task order, the contractor may present the matter to the contracting officer. The contractor may appeal the explanation or decision of the contracting officer to the U.S. Army Corps of Engineers (USACE) Ombudsman at the following address:

Headquarters
U.S. Army Corps of Engineers
ATTN: CEPR-P (USACE Ombudsman)
441 G Street, N.W.
Room 3A14
Washington, D.C. 20314-1000

The Ombudsman will review the contractor's complaint, and in coordination with the contracting officer, ensure that the contractor was afforded a fair opportunity to be considered for the task order.

[End of Statement]

S-28.11 PERFORMANCE AND PAYMENT BONDS FOR INDEFINITE QUANTITY CONTRACTS
(JUN 2003)

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

Within ten (10) calendar days following award of a task order, the contractor shall furnish the Government a Consent of Surety and Increase of Penalty to increase the amount of their existing bond. The amount shall be 100% of the individual task order award price. Any bonds furnished will be furnished by the Contractor to the Government prior to issuance of a Notice to Proceed by the Government.

[End of Statement]

S-28.7 REQUIRED INSURANCE (Dec 1993)

(The following is applicable when work is performed on a government installation.)

The minimum insurance requirements, pursuant to Section 00700, Contract Clause, "INSURANCE - - WORK ON A GOVERNMENT INSTALLATION" of this contract, are:

Workers' Compensation and Employer's Liability Insurance - Minimum coverage of \$100,000.

Comprehensive General Liability Insurance - Minimum coverage of \$500,000 per occurrence.

Automobile Liability Insurance

(1) Bodily Injury: Minimum coverage of \$200,000 per person and \$500,000 per occurrence.

(2) Property Damage: Minimum coverage of \$20,000 per occurrence.

The Contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation. The Certificate Holder for Subcontractors' Certificates of Insurance shall be the U.S. Army Engineer District, Honolulu, Fort Shafter, Hawaii 96858-5440. [FAR 28.306 and 28.307-2]

[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

(As applicable, in accordance with individual task orders)

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. 40-21-01 or 40-21-07 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-36.14 AGGREGATE SOURCES

(As applicable, in accordance with individual task orders)

(a) Concrete aggregates can be produced from the approved sources listed below:

Ameron HC&D, Ltd., Kapaa Quarry, Kailua, Oahu, Hawaii
Grace Pacific Corp., Puu Makakilo Quarry, Oahu, Hawaii

(b) Concrete aggregates may be furnished from any of the above listed sources or at the option of the contractor may be furnished from any other source designated by the contractor and approved by the Contracting Officer, subject to the conditions hereinafter stated.

(c) After the award of the contract, the contractor shall designate in writing only one source or combination of sources from which he proposes to furnish aggregates. If the contractor proposes

to furnish aggregates from a source or from sources not listed above he may designate only a single source or single combination of sources for aggregates. Samples for acceptance testing shall be provided as required by Section 02515 of the Technical Requirements. If a source for coarse or fine aggregate so designated by the contractor is not approved for use by the Contracting Officer, the contractor may not submit for approval other sources but shall furnish the coarse or fine aggregate, as the case may be, from an approved source listed above at no additional cost to the Government.

(d) Listing of a concrete aggregate source is not to be construed as approval of all material from the source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials were unsuitable for concrete aggregate as determined by the Contracting Officer. Materials produced from an approved source shall meet all the requirements of Section 02515 of the Technical Requirements of these specifications.

[End of Statement]

S-36.15 AGGREGATE SOURCES

(As applicable, in accordance with individual task orders)

(a) Concrete aggregates meeting the requirements of Section 02515 of the Technical Requirements can be produced from the approved sources listed below:

Ameron HC&D, Ltd., Kapaa Quarry, Kailua, Oahu, Hawaii
Grace Pacific Corp., Puu Makakilo Quarry, Oahu, Hawaii

(b) Concrete aggregates meeting the requirements of Section 03300 of the Technical Requirements can be produced from the approved sources listed below:

Ameron HC&D, Ltd., Kapaa Quarry, Kailua, Oahu, Hawaii
Grace Pacific Corp., Puu Makakilo Quarry, Oahu, Hawaii
Hawaiian Cement, Halawa Quarry, Oahu, Hawaii

(c) Concrete aggregates may be furnished from any of the above listed sources or at the option of the contractor may be furnished from any other source designated by the contractor and approved by the Contracting Officer, subject to the conditions hereinafter stated.

(d) After the award of the contract, the contractor shall designate in writing only one source or combination of sources from which he proposes to furnish aggregates. If the contractor proposes to furnish aggregates from a source or from sources not listed above he may designate only a single source or single combination of sources for aggregates. Samples for acceptance testing shall be provided as required by Sections 02515 and 03300 of the Technical Requirements. If a source for coarse or fine aggregate so designated by the contractor is not approved for use by the Contracting Officer, the contractor may not submit for approval other sources but shall furnish the coarse or fine aggregate, as the case may be, from an approved source listed above at no additional cost to the Government.

(e) Listing of a concrete aggregate source is not to be construed as approval of all material from the source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for concrete aggregate as determined by the Contracting Officer. Materials produced from an approved source shall meet all the requirements of Sections 02515 and 03300 of the Technical Requirements of these specifications.

[End of Statement]

S-36.16 CONTRACTOR'S WORK AND STORAGE AREAS

The Government will NOT make available to the Contractor any covered space for work and storage areas.

[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-36.19 PROGRESS CHARTS

If the Government revises the work to be accomplished by issuing a Notice to Proceed with a change to the contract which would affect the order of work or duration of time for completing the work, the progress chart prepared by the Contractor pursuant to the Contract Clause entitled 'SCHEDULE FOR CONSTRUCTION CONTRACTS' shall be revised promptly by the Contractor by adding to, deleting, or rescheduling the affected features to indicate the Contractor's current plans for completing the work as revised. The cost for this revision of the schedule is a part of the cost of the change. Revisions to the progress charts shall be made no later than the next regular progress updating following notice to proceed with the change, whether or not the formal modification to the contract has been issued. If the Contractor fails or refuses to incorporate the changed work in the progress chart, the Contracting Officer may furnish revisions which the Contractor shall include and use in the progress chart until the modification is settled or until actual dates supersede the estimated data. If the Contractor objects to the changes furnished by the Contracting Officer, it shall submit such objections in writing along with a counterplan within 20 days after the date suggested revisions were furnished by the Contracting Officer. Failure to submit objections and counterplan within the 20 days will be deemed to indicate the Contractor's concurrence in the Contracting Officer's suggested revisions. The schedule into which these revisions have been incorporated shall become the current schedule for continued evaluation of progress and the document which will be used to evaluate impact on the Contractor's work for time extensions.

[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 (MAR 2004)

(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: to be identified in each task order.

[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 1 day partnering development seminar/team building workshop. Any costs associated with the partnering workshop, 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 20 Government personnel will attend this workshop. The partnering workshop will be held in Hawaii.

[End of Statement]

S-36.34 VEHICLE REGISTRATION

- (d) 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.
- (e) 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.
- (f) 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:
 - (c) Contracting Officer's request for vehicle registration.
 - (d) Valid Vehicle registration
 - (e) Valid Certificate of Insurance
 - (f) Current Safety Inspection
 - (g) Valid driver's license
- (g) 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.
- (h) The Contracting Officer and the Provost Marshal office shall be notified of any changes in vehicles within three business days of the change.
- (i) 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.
- (j) 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-36.35 Ordering Periods (Oct 2002)

Any contract awarded as a result of this solicitation will consist of a Base Ordering Period and three Optional Ordering Periods. The Base Ordering Period shall begin on the effective date of the contract and shall extend for a period of one year. The exercising of

any Optional Ordering Period shall revise and extend the current contract duration by an additional year. The Contracting Officer reserves the right to exercise an optional ordering period at any time during the currently established contract duration.

S-36.36 Minimum/Maximum Value (Multiple Award) (Oct 2002)

a. The maximum dollar value that the Government will order under all of the contracts awarded will be \$175,000,000. There is no maximum amount per base or option period. If the Government's requirements for services do not result in orders (under all of the contracts awarded) totaling the "maximum" amount, that event shall not constitute basis for an equitable adjustment under any contract.

b. The guaranteed minimum quantity in value of work which will be required under this contract, and which will be initiated by one or more task orders, shall be calculated based on the average amount per period [i.e. maximum dollar value of the contract divided by the number of periods (base period plus all option periods)] divided by the number of contracts.

The guaranteed minimum quantity for the base period of this contract is 2% of the average amount per period divided by the number of contracts. For each period thereafter, the minimum guaranteed amount would be 1% of the average amount per period divided by the number of contracts.

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 **01 DAY WORK WEEK

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

(SEE THIS SECTION'S APPENDIX A)

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

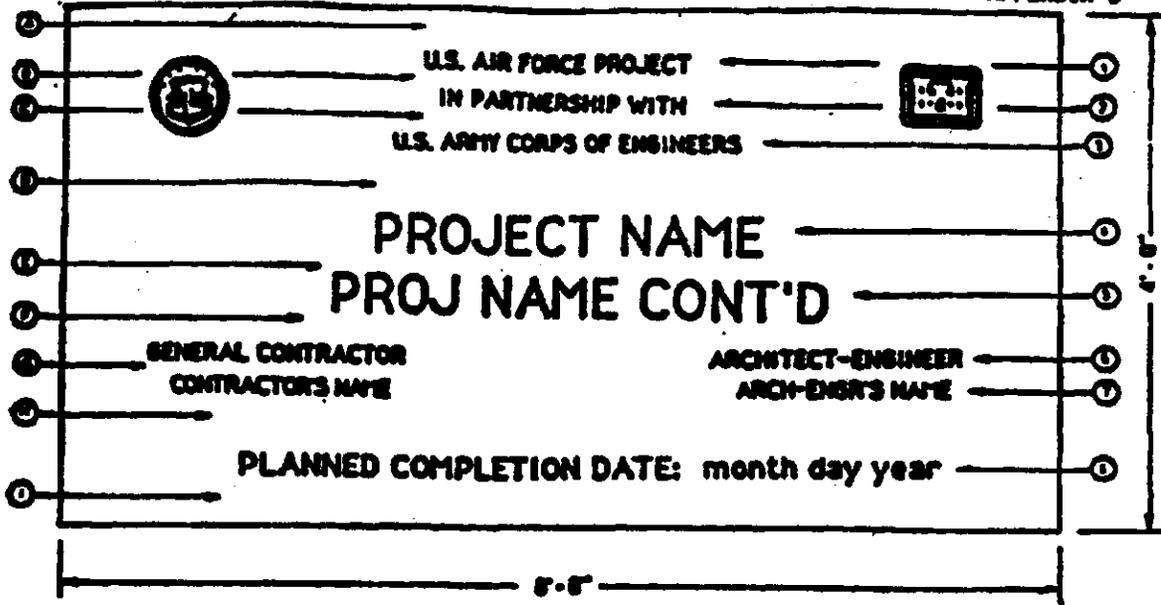
Ground-fault circuit interrupters for all 125-volt single phase 15- and 20-ampere receptacle outlets which are not part of the permanent wiring of the building or structure shall be provided by the Contractor in accordance with Section 305-6 of the 1999 National Electrical Code.

[End of Statement]

APPENDIX A
Monthly Anticipated Adverse Weather Delays

Refer to statement entitled, "Time Extensions for Unusually Severe Weather"
in Section 00800, Special Contract Requirements

LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CENTRAL OAHU to include sites from Fort Ruger through Fort Shafter to Pearl City	3	3	2	1	1	0	1	1	1	2	2	3
LEEWARD OAHU 1 to include sites from Schofield Barracks to Helemano Military Reservation	4	5	6	4	3	3	3	4	3	5	4	7
LEEWARD OAHU 2 to include sites from Barbers Point through Waianae to Kaena Point	3	2	2	1	1	0	1	0	1	2	2	3
WINDWARD OAHU to include sites from Bellows through Kaneohe to Kahuku	5	5	5	4	3	3	5	4	3	5	5	6
ISLAND OF HAWAII 1 to include sites at Hilo and Kilauea Military Camp	7	9	9	7	6	4	6	7	4	7	10	11
ISLAND OF HAWAII 2 to include sites at Pohakuloa Training Area	3	2	3	2	2	1	1	2	2	2	2	5
KWAJALEIN ATOLL	3	3	4	5	8	8	9	9	9	9	9	6



SCHEDULE

SPACE	HEIGHT	LINE	DESCRIPTION	LETTER HEIGHT	STROKE
A	2"	1	U.S. AIR FORCE PROJECT	1.5"	3/16"
B	1"	2	IN PARTNERSHIP WITH	1.5"	3/16"
C	1"	3	U.S. ARMY CORPS OF ENGINEERS	1.5"	3/16"
D	2"	4	PROJECT NAME	4"	1/8"
E	2"	5	PROJECT NAME CONT'D (IF REQUIRED)	4"	1/8"
F	2"	6	GENERAL CONTRACTOR'S	1.5"	3/16"
G	1"	7	GENERAL CONTRACTOR'S	1.5"	3/16"
H	4"	8	PLANNED COMPLETION DATE	2.5"	1/8"
I	2"				

1. Construct the sign using a four foot by eight foot by one-half inch thick, grade A-C, exterior type plywood. See reverse for erection details.

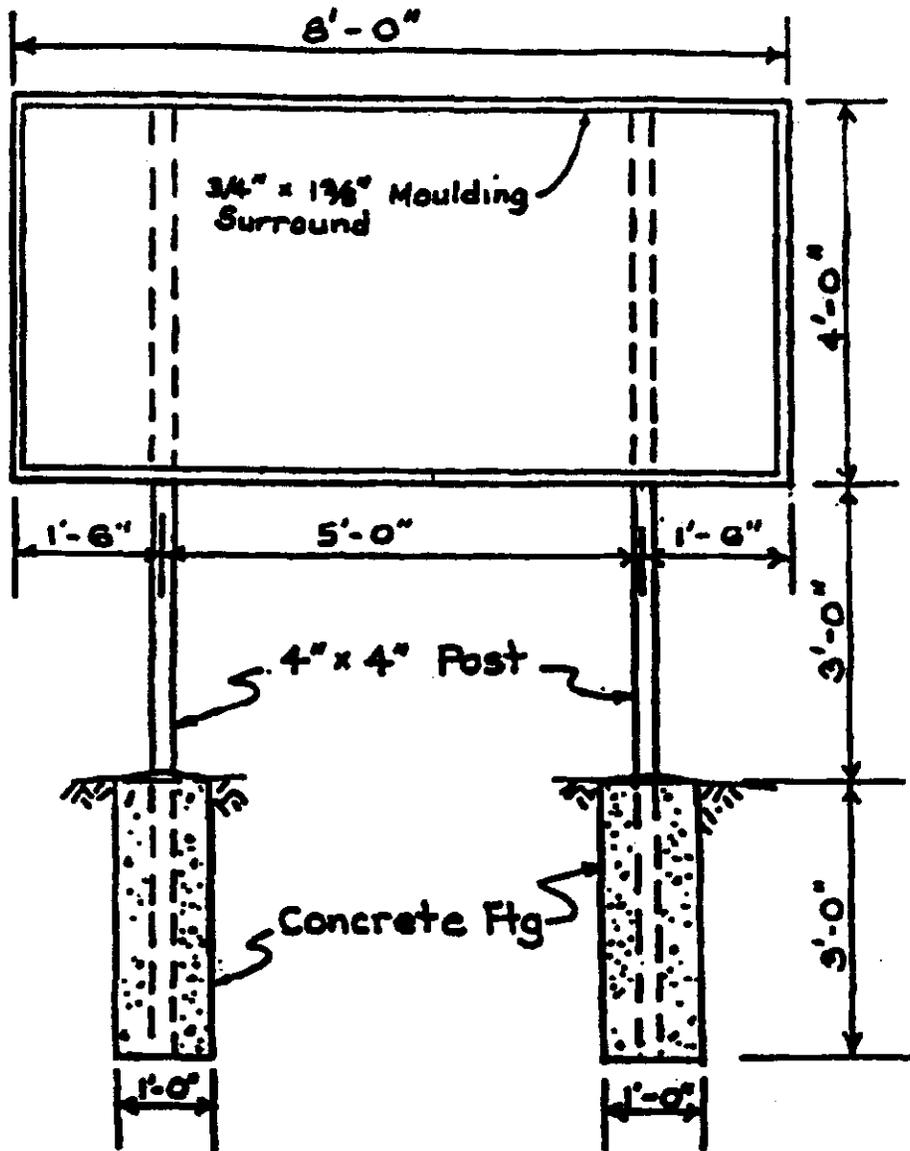
2. Paint the sign with one coat primer followed by two coats of ISCO-NBS Color Designation 24 Strong Brown (Federal Post Service Brown) exterior type enamel. Color of all lettering shall be white gloss, exterior type enamel.

3. Contractor shall acquire the Engineering and Services Directorate emblem (AFVA 88-2) from:

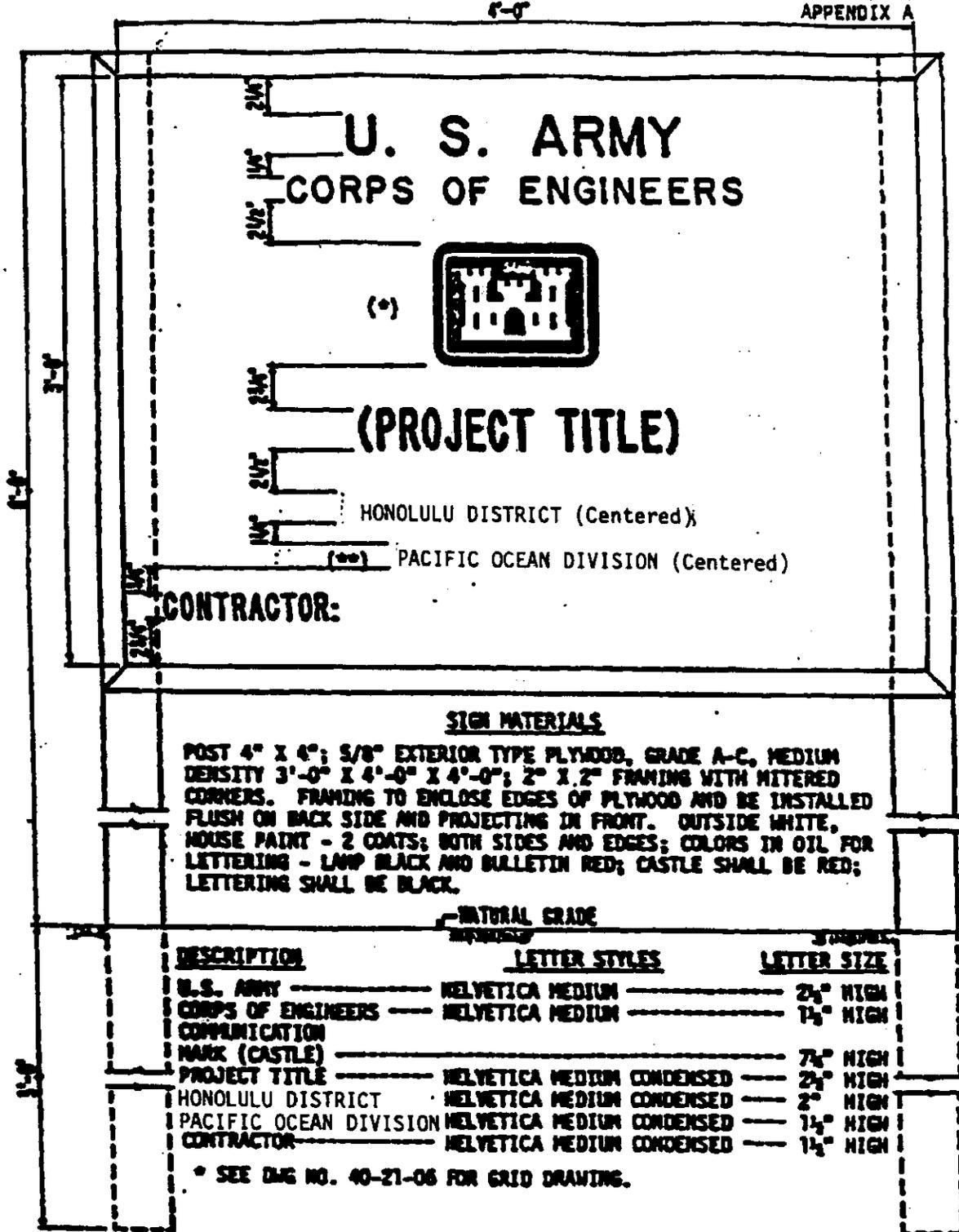
The Air Force Publishing Distribution Center
2808 Eastern Blvd
Baltimore MD 21220-2808

*SEE DME NO. 40-21-06 FOR GRID DRAWING

AIR FORCE PROJECT SIGN DME NO. 40-21-07



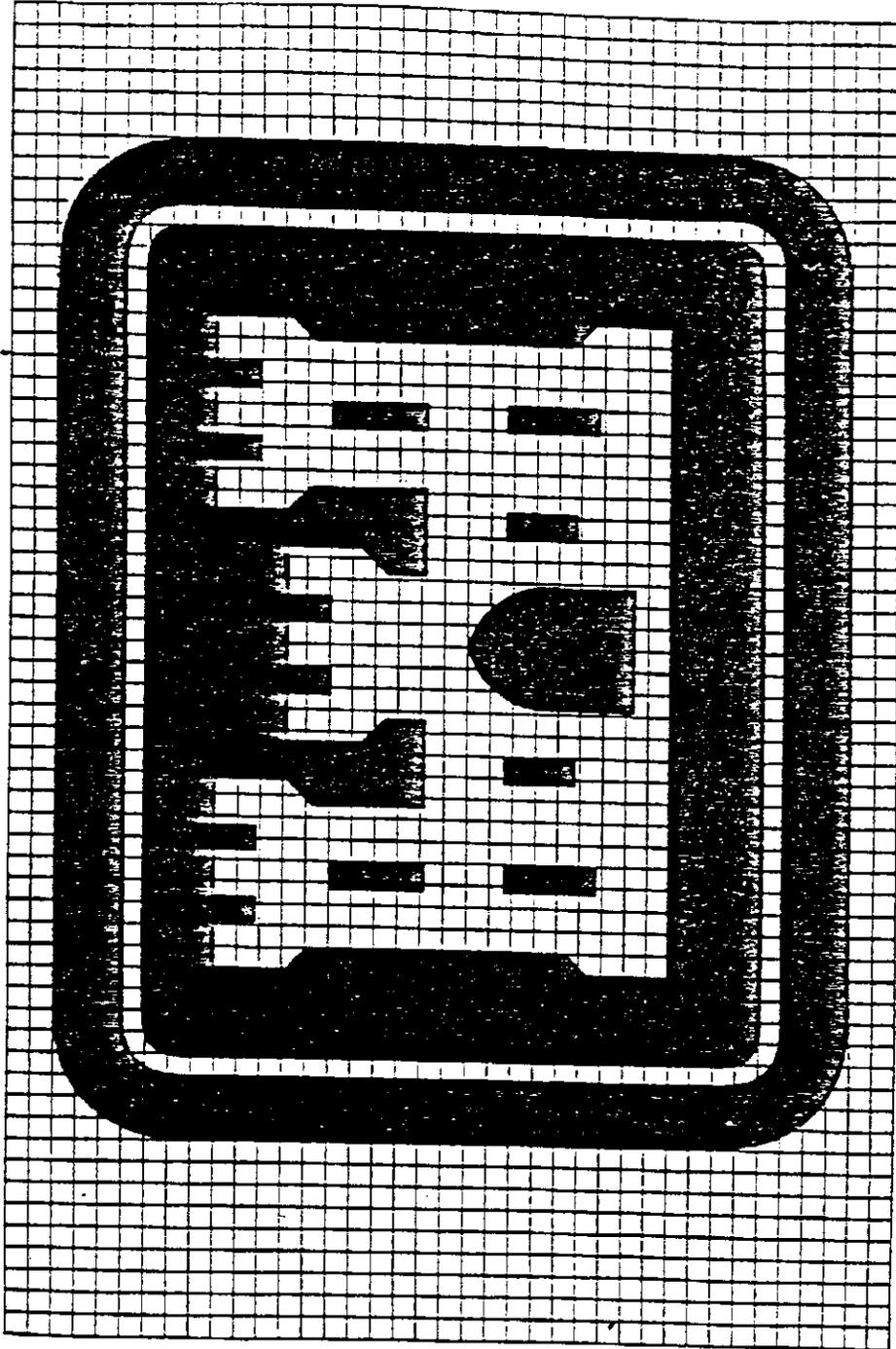
AIR FORCE PROJECT SIGN



PROJECT SIGN

DWG NO. 40-21-01

A-1



NOTE: The proportions shown are to be followed exactly when manually reproducing the mark at extremely large sizes. Background - Red; Castle - White.

GRID DRAWING OF COMMUNICATION MARK

DWG. NO. 40-21-06