

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE J	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 11-Sep-2003	4. REQUISITION/PURCHASE REQ. NO. W68MD9-3106-1925		5. PROJECT NO.(If applicable)
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755		CODE DACA67	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. DACA67-03-R-0216
				X	9B. DATED (SEE ITEM 11) 18-Apr-2003
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> 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 <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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 <input type="checkbox"/> is not, <input type="checkbox"/> 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.) TITLE: Repair Gray Army Airfield Runway and Taxiways, Fort Lewis, Washington  SEE ATTACHED CONTINUATION SHEET					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
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  11-Sep-2003

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

- a. The purpose of this amendment is to replace the existing Bid Schedule, Sections 00800 and 01025, and Bidders inquiries with answers for clarification purposes.
- b. Replace the existing Bid Schedule to the attached Bid Schedule; contractors proposing to this solicitation must utilize the revised Bid Schedule.
- c. Replace Section 00800 in its entirety and incorporate the attached revised Section 00800. Changes to the section are identified with a horizontal line located on the right side of the page.
- d. Replace Section 01025 in its entirety and incorporate the attached revised Section 01025. Changes to the section are identified with a horizontal line located on the right side of the page.
- e. Attached are some of the bidders inquiries, to include, their answers. These questions are for clarification purposes only.
- f. The closing date of this solicitation remains at 15 September 2003, 2:00 p.m. Local Time.
- g. There are no other changes as a result of this amendment.

(End of Summary of Changes)

The SCHEDULE is revised and reissued by Amendment R0002

**SCHEDULE**

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<b>BASE ITEMS</b>					
0001	All Work for Demolition and Repair of Runway Approach R-1A (Sta. 0+00 to 10+00), including Pavement Markings (Phase I)	1	JOB	L.S.	\$_____
0002	All Work for Demolition and Repair of Runway Approach R-3A (Sta. 51+25 to 61+25), including Pavement Markings (Phase I)	1	JOB	L.S.	\$_____
0003	Remove and Replace Main Runway Pavement Markings (Sta. 10+00 to 51+25) (Phase 1)	1	JOB	LS	\$_____
0004	All Work for Demolition and Repair of Taxiway T-10A West and T-10A East-1 (Phase I)	1	JOB	L.S.	\$_____
0005	All Work for As-Built Drawings as specified in Section 01702 from Preparation to Final Approval for Base Items and any Optional Items Exercised	1	JOB	L.S.	\$ 3,000
TOTAL BASE ITEMS					\$_____
<b>OPTION ITEMS</b>					
0006	All Work for Overlay of Main Runway (Sta. 10+00 to 51+25, including Transition Areas) (Phase I)	1	JOB	L.S.	\$_____
0007	All Work for Demolition and Repair of Taxiway I, T-10A East-2 (Phase II)	1	JOB	L.S.	\$_____
0008	All Work for Demolition and Repair of Taxiway A, T-1A (Phase II)	1	JOB	L.S.	\$_____
0009	All Work for Repair of Taxiway B, T-2C (Phase II)	1	JOB	L.S.	\$_____
0010	All Work for Demolition and Repair of Taxiway F, T-6A (Phase III)	1	JOB	L.S.	\$_____
0011	All Work for Demolition and Repair of Taxiway H, T-9A (Phase III)	1	JOB	L.S.	\$_____
0012	All Work for Repair of OLR Ramp and Taxiways T-11B, T-12B, A-11B and A-18B (Phase IV)	1	JOB	L.S.	\$_____
TOTAL OPTION ITEMS					\$_____
TOTAL BASE AND OPTION ITEMS					\$_____

See Notes on the following page.

NOTES:

1. The dollar amounts established in Item 0005 shall not be revised by bidders.
2. Option Items 0007, 0008 and 0009 (Phase II) will be awarded together at the same time or not at all.
3. Option Items 0010 and 0011 (Phase III) will be awarded together at the same time or not at all.

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SECTION 00800  
SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)  
(FAR 52.211-10).

The Contractor shall be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 360 calendar days after date of receipt by Contractor of notice to proceed. The time stated for completion shall include final cleanup of the premises. See Section 01005 SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS, Paragraph 1.2 for construction phasing.

SC-1.1 OPTION FOR INCREASED QUANTITY

a. The Government may increase the quantity of work awarded by exercising one or more of the Optional Bid Items ~~0005~~, 0006, 0007, 0008, 0009, 0010, 0011 and/or 0014~~2~~ at any time, or not at all, but no later than 90 calendar days after receipt by Contractor of notice to proceed. Notice to proceed on work Item(s) added by exercise of the option(s) will be given upon execution of consent of surety.

b. The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mails.

c. The time allowed for completion of any optional items awarded under this contract will be the same as that for the base items, and will be measured from the date of receipt of the notice to proceed for the base items.

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$740.00 for each day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, the resulting damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess cost of repurchase under the Termination clause of the CONTRACT CLAUSES.

SC-3. TIME EXTENSIONS (Sept 2000) (FAR 52.211-13): Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

SC-4. DELETED.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this Contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

SC-5.1 REQUIRED INSURANCE IN ACCORDANCE WITH FAR 28.307-2

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(a) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall

provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing the Contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Environmental Liability. If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6. DELETED.

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen percent (15%) of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Physical Conditions: Not Used

(b) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(c) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

SC-9. DELETED.

SC-10. LAYOUT OF WORK (APR 1984) (FAR 52.236-17): The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

SC-11. RESERVED

SC-12. AIRFIELD SAFETY PRECAUTIONS

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

(1) "Landing Areas" means:

(i) the primary surfaces which are comprised of the surface of the runways, the runway shoulders, and the lateral safety zones (the length of each primary surface is the same as the runway length; the width of each primary surface is 610 meters (2,000 feet), 305 meters (1,000 feet) on each side of the runway centerline; (see footnote at end of clause)).

(ii) the "clear zone" beyond the ends of each runway, i.e., the extension of the "primary surface" for a distance of 305 meters (1,000 feet) beyond each end of each runway;

(iii) all taxiways plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 76 meters (250 feet) from the far or opposite edge of the taxiway, i.e., a 23 meters (75-foot)-wide taxiway would have a combined width of taxiway and lateral clearance zones of 130 meters (425 feet); and

(iv) all aircraft parking aprons plus the area 38 meters (125 feet) in width extending beyond each edge all around the aprons.

(2) "Safety precaution areas" means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to Contract performance might result in vertical projections at or above the approach-departure clearance surface or the transitional surface.

(i) The "approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 15,240 meters (50,000 feet), first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(a) The inclined plane (glide angle) begins in the clear zone 61 meters (200 feet) past the end of the runway (and primary surface) at the same elevation as the end of the runway, and continues upward at a slope of 50:1 (.3048 meter (one foot) vertically for each 15.24

meters (50 feet) horizontally) to an elevation of 152 meters (500 feet) above the established airfield elevation; at that point the plane becomes horizontal, continuing at that same uniform elevation to a point 15,240 meters (50,000 feet) longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(b) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone; thence it flares uniformly, reaching the maximum width of 4,877 meters (16,000 feet) at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(a) The inclined plane in each case begins at the edge of the surface.

(b) The slope of the inclined plane is 7:1 (.3048 meter (one foot) vertically for each 2.13 meters (7 feet) horizontally), and it continues to the point of intersection with

(1) Inner horizontal surface (which is the horizontal plane 46 meters (150 feet) above the established airfield elevation) or

(2) Outer horizontal surface (which is the horizontal plane 152 meters (500 feet) above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone and approach-departure clearance zone.)

(b) General

(1) The Contractor shall comply with the requirements of this clause while

(i) Operating all ground equipment (mobile or station art);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(a) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall--

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is--

- (i) Closed by order of the Contracting Officer, and
- (ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations--

- (i) Approved by the Contracting Officer,
- (ii) At a distance of at least 229 meters (750 feet) from the runway centerline, plus any additional distance; and
- (iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(e) Landing Areas

The Contractor shall--

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer.

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be .9144 meters (3 feet) square, and consist of a checkered pattern of international orange and white squares of .3048 meter (1 foot) on each side (except that the flag may vary up to 10 percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety Precaution Areas

The Contractor shall--

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

(f) See Section 01001 SUPPLEMENTARY REQUIREMENTS, Paragraph 1.9.2 for Operational Safety on the Airfield During Construction.

SC-13. DELETED.

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)-(EFARS 52.231-5000)

(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 VIII. 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.

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at [http://www.access.gpo.gov/su\\_docs](http://www.access.gpo.gov/su_docs).

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

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: Any other construction material stored offsite may be considered in determining the amount of a progress payment.

SC-16 AND SC-17. DELETED

SC-18. CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)(DOD FAR SUPP 252.236-7001)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general—

(1) Large scale drawings shall govern small scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of the Special Clauses.

SC-19 THROUGH SC-21. DELETED.

SC-22. EPA ENERGY STAR: The Government requires that certain equipment be Energy Star compliant. Initially, the sole Energy Star requirement shall be the self-certification by the bidder that the specified equipment is Energy Star compliant. Within 3 months of the availability of an EPA sanctioned test for Energy Star compliance, the Contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the Contractor's expense.

SC-23. RECOVERED MATERIALS: The Corps of Engineers encourages all bidders to utilize recovered materials to the maximum extent practicable. The attached APPENDIX R contains procurement guidelines for products containing recovered materials.

## APPENDIX R

### PART 247 - COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS

40 CFR Ch. 1 (9-1-99 Edition)

#### Subpart B-Item Designations

§ 247.10 Paper and paper products.

Paper and paper products, excluding building and construction paper grades.

§ 247.11 Vehicular products.

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tire
- (e) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.

247.12 Construction products.

- (a) Building insulation product including the following items:
  - (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock vermiculite, and perlite);
  - (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool).
  - (3) Board (sheathing, roof decking wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
  - (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate and spray-on cellulose.
    - (b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (cover board).
    - (c) Cement and concrete, including concrete products such as pipe and block, containing coal fly as ground granulated blast furnace (GGBF) slag.
    - (d) Carpet made of polyester fiber use in low- and medium-wear applications.
    - (e) Floor tiles and patio block containing recovered rubber or plastic.
    - (f) Shower and restroom dividers/partitions containing recovered plastic or steel.
    - (g) (1) Consolidated latex paint used for covering graffiti; and
    - (2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood and metal surfaces.

§247.13 Transportation products.

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

§ 247.14 Park and recreation products

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

247.15 Landscaping products.

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, and/or grass clippings for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.

§ 247.16 Non-paper office product.

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Binders.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.

§ 247.17 Miscellaneous products.

Pallets containing recovered wood, plastic, or paperboard.

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Fort Lewis, Washington  
Project Number: 60072  
File No. 22s/111-10-02

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DRAWING REVISIONS BY NOTATION

Plate C2.24, Detail Helicopter Pad Marking: Change "1' Wide Reflective White Stripe (Typ)" to "1' Wide Nonreflective White Stripe (Typ)"

Plate C3.25, Phase II, Taxiway I (East-2) T10A, Pavement Marking Plan 2: Change "Helicopter Pad Marking (Typ), See Detail Plate C2.24" to "Helicopter Pad Marking (Typ), See Detail Plate C3.30"

Plate C3.30, Phase II, Detail Helicopter Pad Marking: Change "3' Wide Reflective White Stripe" to "3' Wide Nonreflective White Stripe"

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

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SECTION 01501 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1	Hard Hat Sign	10SEP90
1&2	U.S. Army Project Sign	84JUN20

END OF SECTION

## SECTION 01025

### PAYMENT

#### PART 1 GENERAL

1.1 The contract price for each item shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the items in accordance with these specifications and the applicable drawings, including surveying performed by the Contractor. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. Work paid for under one item will not be paid for under any other item. No separate payment will be made for the work, services, or operations required by the Contractor, as specified in DIVISION 1, GENERAL REQUIREMENTS, to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work

#### 1.2 PAYMENT

##### 1.2.1 ITEM 0001 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0001, All Work for Demolition and Repair of Runway Approach R-1A (Sta. 0+00 to 10+00), including Pavement Markings (Phase I), payment of which shall constitute full compensation for Item No. 0001, complete.

##### 1.2.2 ITEM 0002 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0002, All Work for Demolition and Repair of Runway Approach R-3A (Sta. 51+25 to 61+25), including Pavement Markings (Phase I), payment of which shall constitute full compensation for Item No. 0002, complete.

##### 1.2.3 ITEM 0003 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0003, Remove and Replace Main Runway Pavement Markings (Sta. 10+00 to 51+25) (Phase I), payment of which shall constitute full compensation for Item No. 0003, complete.

##### 1.2.~~34~~ ITEM 000~~34~~ (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 000~~34~~, All Work for Demolition and Repair of Taxiway T-10A East-1 (Phase I), payment of which shall constitute full compensation for Item No. 000~~34~~, complete.

##### 1.2.~~45~~ ITEM 000~~45~~ (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 000~~45~~, All Work for As-Built Drawings as specified in Section 01702 from Preparation to Final Approval for Base Items and any Optional Items Exercised; payment of which shall constitute full compensation of Item No. 000~~45~~ complete. No partial or total payment will be made for this item until the as-built drawings, both marked up blue prints and electronic files are fully approved by the Government

(A or B action) and all copies of approved drawings and electronic media received by the Government.

1.2.56 ITEM 00056 (OPTION ITEM)

Payment will be made at the contract lump sum price for Item No. 00056, All Work for overlay of Main Runway (Sta. 10+00 to 51+25, including Transition Areas) (Phase I), payment of which shall constitute full compensation of Item No. 00056, complete.

1.2.67 ITEM 00067 (OPTION ITEM)

Payment will be at the contract lump sum price for Item No. 00067, All Work for Demolition and Repair of Taxiway I, T-10A East-2 (Phase II), payment of which shall constitute full compensation for Item No. 00067, complete.

1.2.78 ITEM 00078 (OPTION ITEM)

Payment will be at the contract lump sum price for Item No. 00078, All Work for Demolition and Repair of Taxiway A, T-1A (Phase II), payment of which shall constitute full compensation for Item No. 00078, complete.

1.2.89 ITEM 00089 (OPTION ITEM)

Payment will be at the contract lump sum price for Item No. 00089, All Work for Repair of Taxiway B, T-2C (Phase II), payment of which shall constitute full compensation for Item No. 00089, complete.

1.2.910 ITEM 009910 (OPTION ITEM)

Payment will be at the contract lump sum price for Item No. 009910, All Work for Demolition and Repair of Taxiway F, T-6A (Phase III), payment of which shall constitute full compensation for Item No. 009910, complete.

1.2.101 ITEM 00101 (OPTION ITEM)

Payment will be at the contract lump sum price for Item No. 00101, All Work for Demolition and Repair of Taxiway H, T-9A (Phase III), payment of which shall constitute full compensation for Item No. 00101, complete.

1.2.142 ITEM 0011 (OPTION ITEM)

Payment will be at the contract lump sum price for Item No. 00142, All Work for Repair of OLR Ramp and Taxiways T-11B, T-12B, A-11B and A-18B (Phase IV), payment of which shall constitute full compensation for Item No. 00142, complete.

1.3 PROGRESS PAYMENT INVOICE

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for

Construction Contracts", respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown in the Contract.

1.3.1 When submitting payment requests, the Contractor shall complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer. (A sample form is attached at the end of this Technical Specification Section.) The completed form shall then become the cover document to which all other support data shall be attached.

1.3.2 One additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated by the Contracting Officer.

1.3.3 The Contractor shall submit with each pay request, a list of subcontractors that have worked during that pay period. The listing shall be broken down into weeks, identifying each subcontractor that has worked during a particular week, and indicate the total number of employees that have worked on site for each subcontractor for each week. The prime Contractor shall also indicate the total number of employees for its on site staff for each week.

PART 2 (NOT USED)

PART 3 (NOT USED)

**PROGRESS PAYMENT INVOICE**

See Federal Acquisition Regulations (FAR) 32.900, 52.232-5, & 52.232-27

1. PROJECT AND LOCATION	2. DATE
3. CONTRACTOR NAME AND ADDRESS (Must be the same as in the Contract)	4. CONTRACT NO. _____
6. DESCRIPTION OF WORK	5. INVOICE NO. _____
8. DISCOUNT TERMS	7. PERIOD OF PERFORMANCE  From:  To:
9. OFFICIAL TO WHOM PAYMENT IS TO BE FORWARDED Name: Title: Phone: ( ) -	10. OFFICIAL TO BE NOTIFIED OF DEFECTIVE INVOICE Name: Title: Phone ( ) -
11. CERTIFICATION: I hereby certify, to the best of my knowledge and belief, that (1) The amounts requested are only for the performance in accordance with the specifications, terms, and conditions of this contract; (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and (3) This request for progress payment does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.	
_____ (Signature)	_____ (Title)
_____ (Date)	
12. OTHER INFORMATION OR DOCUMENTATION required by Contract. Provide two (2) copies of each (check and attach if applicable):  <input type="checkbox"/> Updated Progress Chart/Schedule <input type="checkbox"/> Progress Narrative <input type="checkbox"/> Certified Payrolls (submitted weekly) <input type="checkbox"/> Safety Exposure Report <input type="checkbox"/> Updated Submittal Register <input type="checkbox"/> Progress Photos <input type="checkbox"/> Subcontractor/Employee Listings	(FOR GOVERNMENT USE ONLY)  Retainage: ___% Amt.: \$ _____  Withholdings: \$ _____  Reason: _____ _____  Following items are current: As-Builts <input type="checkbox"/> Yes <input type="checkbox"/> No O & M Manuals <input type="checkbox"/> Yes <input type="checkbox"/> No 1354 Data <input type="checkbox"/> Yes <input type="checkbox"/> No Submittal Register <input type="checkbox"/> Yes <input type="checkbox"/> No

END OF SECTION

## Partial List of Bidder Questions and Answers

- 1.Q:** Regarding the Grading Plans provided on Plates C2.15 thru C2.18; C3.18 thru C3.23 and C4.8 thru C4.9 and the Paving Sections provided on Plates C2.14, C3.16, C3.17 and C4.7 please clarify the Army Corps requirements. Specifically, is the contractor to provide the planned depth of Asphalt Overlay depicted in the Paving Sections (generally 3" for Base Bid work and 2" for Option area work)?  
Or, is the contractor to Overlay the designated work areas to the planned depths depicted on the Grading Plans?

Any conformance to both planned grade and planned depth will be coincidental based on a brief review of the site and the existing grade information provided in the bid documents. Which criteria will the contractor be expected to fulfill?

- 1.A:** Existing as-built topography was used to establish the final grade requirements (subtracting for milling and adding for the overlays to provide the net overall required thickness of AC).

The cold milling of bituminous pavements shall conform to the criteria specified in Section 02964, in particular, paragraph 1.4, GRADE AND SURFACE-SMOOTHNESS REQUIREMENTS.

Therefore, milling to the proper depth and the placement of AC pavement to the required thickness should get us to the final grade requirements. The most critical item would be to provide the proper thickness, however, the grades (elevations) shall also be met to maintain existing slopes (longitudinally and transversely) and to prevent birdbaths or "humps". Section 02749 allows for minor variations in new AC pavement overlay grade conformance and thickness without penalty.

- 2.Q:** Regarding Pavement Marking for Runway 15/33:  
What portions of runway pavement markings removal and restoration depicted on Plates C2.20, C2.21, C2.22 are to be included in the Base Bid Items 0001 and 0002 versus Option Item 0005?

2. Is all Runway 15/33 Pavement Marking Removal and Replacement to be included in the Base Bid Items 0001 and 0002?

- 2.A:** ALL existing runway markings shall be removed and replaced (the entire runway length) under Base Items 0001 & 0002. If Option Item 0005 is picked up, the runway will still have to be re-marked per Base Items 0001 & 0002.

2. Yes, removal and replacement will be under these Base Items. Option Item 0005 is strictly the runway overlay, and will need to be re-marked after overlay.

- 3.Q:** Regarding Plan Plates C3.1; C3.2 and C3.3 for the Phase II Taxiway I (East-2) T10A work on the project:  
The work required on Plate C3.1 does not appear to be consistent with the work required on Plates C3.2 and C3.3, please clarify.

- 3.A:** Plate C3.1 shows that the work on Taxiway I (East-2) is part of Phase II (left hand side of sheet). Not quite sure what is meant by

"consistent". Design requirements for Taxiway A is an additional overlay of 2.5 inches (net; net = total overlay - milled depth), and Taxiway I requires only 2.0 inches of overlay (net).

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END OF QUESTIONS AND ANSWERS