

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	3
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 02-Jun-2003	4. REQUISITION/PURCHASE REQ. NO. W68MD9-3028-6345		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-0213	
				X	9B. DATED (SEE ITEM 11) 13-May-2003	
					10A. MOD. OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<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>0</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)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (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.)  Family Housing, Phase 3, Malmstrom AFB, Montana						
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		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		02-Jun-2003	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**CONT. SHEET, BLOCK 14

A. This amendment is issued to make the noted corrections to this solicitation, as follows:

1. Replace the "Table of Contents" page in its entirety.
2. Replace the Bid Schedule – Deleted item 0004, 0004AA, and 0004AB and revised Item No. 0003 and note 3.
3. Replace Section 00800, Special Clauses. Add drawing changes by notation.
4. Replace Section 01270 – Paragraph 1.3.3. is revised and paragraph 1.2. deleted 1.2.1 deleted and 1.3.4. has been deleted.
5. Deleted Section 01355 Environmental Protection and replaced with new Section 01061 Environmental Protection.

B. The Sign-In Sheet from Site Visit and Briefing Slides are provided for information only and do not become part of any contract resulting from this solicitation.

C. The revised attached pages supersede pages of the same number and should be inserted in numerical sequence. All changes are generally identified, for your convenience, either by strikeout for deletions, and underlining of text for additions or single dark line in the margin. All portions of the revised or new pages shall apply to this contract whether or not changes have been indicated.

**D. THE PROPOSAL DUE DATE AND TIME HAS NOT BEEN CHANGED, 2:00 PM (PDT), June 10, 2003.**

E. NOTICE TO OFFERORS: Offerors must acknowledge receipt of this amendment by number and date on Standard Form 1442, BACK, Block 19, or by telegram.

F. All Technical Amendments are available for download this date on the Army Corps of Engineers website at <http://www.nws.usace.army.mil/ct/>.

Enclosures

New. Table of Contents page

Rev. Bid Schedule

Rev. Section 00800

New. Section 01061, Environmental Protection.

Rev. Section 01270

New. Site Visit Sign-in Sheet

Site Visit Briefing Slides



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## TABLE OF CONTENTS

### CAUTION TO BIDDERS

#### SECTION    TITLE

SF1442 - Pages 00010-1 through 00010-5 (page 00010-3 is reserved) and  
Subcontracting letter (Pages 00010-9 thru 00010-15)

00100    Instructions, Conditions and Notice to Bidders

00110    Proposal Submissions and Evaluation

00600    Representations and Certifications and other Statements of Offerors

00700    Contract Clauses

00800    Special Clauses, which include the following:

    a) Special Clauses    Pages 00800-1 thru 00800-15

    b) Davis-Bacon General Wage Decision No. MT020001 and MT020026

01000    Technical Specifications:  
          Sections 01001 thru 16722

### RETURN THE FOLLOWING WITH YOUR BID:

SF1442 - Pages 00010-1 thru 00010-8 (00010-3 is reserved for use at a later time)

Section 00600 - Representations and Certifications and Pre-Award Information

20% Bid Bond

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**BID SCHEDULE**REPLACE CAPEHART FAMILY HOUSING, TITAN PHASE 3

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<u>BASE ITEMS</u>					
0001	Demolish Buildings Nos. 4009, 4010, 4011, 4012, 4013, 4014, 4015, 4016, 4028, 4029, 4030 and 4031 in the Titan Housing Area	1	JOB	L.S.	\$_____
0002	All Work for Construction of Buildings Nos. 14009, 14011, 14013, 14015, 14028, 14029, 14030 and 14031 (16 Units) in the Titan Housing Area within a line 5 feet outside of the Building Exterior Walls	1	JOB	L.S.	\$_____
0003	Provide Titan Housing Area Site Work and Utilities for Items 0002, 0012, 0013, 0014 and 0015 from a line 5 feet outside of the Building Exterior Walls, except for Items 0004 and 0016 through 0023 (See Note 3)	1	JOB	L.S.	\$_____
0004	<del>Provide Satisfactory Fill Material from Off-Base Source: Not Used</del>	4	JOB	L.S.	\$_____
0004AA	<del>First 8000 C.Y.</del>	8000	C.Y.	\$_____	\$_____
0004AB	<del>Over 8000 C.Y.</del>	2000	C.Y.	\$_____	\$_____
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.	\$15,000
0006	All Work for O&M Manuals as Specified in Section 01701 from Preparation to Final Approval for Base Items and any Optional Items Exercised	1	JOB	L.S.	\$10,000
0007	All Work for Form 1354 Checklist and Equipment in Place List as Specified in Sections 01704 and 01705 from Preparation to Final Approval for Base Items and any Optional Items Exercised	1	JOB	L.S.	\$ 6,000
TOTAL BASE ITEMS					\$_____
<u>OPTIONAL ITEMS</u>					
0008	Backfill (with satisfactory material), Compact, Finish and Fine Grade, Topsoil and Seeding (to cover excavation from demolition of Building No. 4016), as Indicated	1	JOB	L.S.	\$_____

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0009	Backfill (with satisfactory material), Compact, Finish and Fine Grade, Topsoil and Seeding (to cover excavation from demolition of Building No. 4015), as indicated	1	JOB	L.S.	\$_____
0010	Backfill (with satisfactory material), Compact, Finish and Fine Grade, Topsoil and Seeding (to cover excavation from demolition of Building No. 4013, as indicated	1	JOB	L.S.	\$_____
0011	Backfill (with satisfactory material), Compact, Finish and Fine Grade, Topsoil and Seeding (to cover excavation from demolition of Building No. 4012), as indicated	1	JOB	L.S.	\$_____
0012	All Work for Construction of Building 14010 (2 Units) in the Titan Housing Area within a line 5 feet outside of the Building Exterior Walls (If this item is exercised, Optional Item 0008 WILL NOT be exercised)	1	JOB	L.S.	\$_____
0013	All Work for Construction of Building 14012 (2 Units) in the Titan Housing Area within a line 5 feet outside of the Building Exterior Walls (If this item is exercised, Optional Item 0009 WILL NOT be exercised)	1	JOB	L.S.	\$_____
0014	All Work for Construction of Building 14014 (2 Units) in the Titan Housing Area within a line 5 feet outside of the Building Exterior Walls (If this item is exercised, Optional Item 0010 WILL NOT be exercised)	1	JOB	L.S.	\$_____
0015	All Work for Construction of Building 14016 (2 Units) in the Titan Housing Area within a line 5 feet outside of the Building Exterior Walls (If this item is exercised, Optional Item 0011 WILL NOT be exercised)	1	JOB	L.S.	\$_____
0016	Install Fencing for the Titan Housing Area Buildings (16 Units) (constructed in Item 0002) as shown on the drawings	1	JOB	L.S.	\$_____
0017	Install Fencing for the Titan Housing Area Building (2 Units) (constructed in Item 0012) as shown on the drawings	1	JOB	L.S.	\$_____
0018	Install Fencing for the Titan Housing Area Building (2 Units) (constructed in Item 0013) as shown on the drawings	1	JOB	L.S.	\$_____

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0019	Install Fencing for the Titan Housing Area Building (2Units) (constructed in Item 0014) as shown on the drawings	1	JOB	L.S.	\$_____
0020	Install Fencing for the Titan Housing Area Building (2 Units) (constructed in Item 0015) as shown on the drawings	1	JOB	L.S.	\$_____
0021	Install Underground Sprinkler System in Common Areas for Item 0003 as shown on the Landscape Plans	1	JOB	L.S.	\$_____
0022	Install Trees in the Common Areas for Item 0003 as shown on the Landscape Plans	1	JOB	L.S.	\$_____
0023	Additional Cost to Place 2" Asphalt on Pathway in lieu of 2" Aggregate Surface Course (placed under Base Item 0003)	1	JOB	L.S.	\$_____
0024	Additional Cost to Provide Solid Surface Nonporous Countertops in Lieu of Laminated Plastic Countertops and Splash in the Kitchens of the Buildings (16 Units) Constructed under Base Item 0002	1	JOB	L.S.	\$_____
0025	Additional Cost to Provide Solid Surface Nonporous Countertops in lieu of Laminated Plastic Countertops and Splash at Cooktops in the Kitchens of the Building (2 Units) Constructed under Option Item 0012	1	JOB	L.S.	\$_____
0026	Additional Cost to Provide Solid Surface Nonporous Countertops in lieu of Laminated Plastic Countertops and Splash at Cooktops in the Kitchens of the Building (2 Units) Constructed under Option Item 0013	1	JOB	L.S.	\$_____
0027	Additional Cost to Provide Solid Surface Nonporous Countertops in lieu of Laminated Plastic Countertops and Splash at Cooktops in the Kitchens of the Building (2 Units) Constructed under Option Item 0014	1	JOB	L.S.	\$_____
0028	Additional Cost to Provide Solid Surface Nonporous Countertops in lieu of Laminated Plastic Countertops and Splash at Cooktops in the Kitchens of the Building (2 Units) Constructed under Option Item 0015	1	JOB	L.S.	\$_____
TOTAL OPTIONAL ITEMS					\$_____
TOTAL BASE AND OPTIONAL ITEMS					\$_____

See Notes on the following page

NOTES:

1. The dollar amounts established in Items No. 0005, 0006 and 0007 shall not be revised by bidders.
2. Reference Section 01270 MEASUREMENT AND PAYMENT for additional descriptive information regarding Schedule Items.
3. Transformer and sectionalized enclosures with fencing, pathway and light standards, concrete handicap aprons with curb cuts, painted crosswalks and signage and two bollards at each end of the pathway, and ~~approximately 3000 cy of basement~~ backfill material are included in Item 0003. ~~See Section 01270 MEASUREMENT AND PAYMENT.~~
4. Option 0017 will not be awarded unless Option Item 0012 is awarded.
5. Option 0018 will not be awarded unless Option Item 0013 is awarded.
6. Option 0019 will not be awarded unless Option Item 0014 is awarded.
7. Option 0020 will not be awarded unless Option Item 0015 is awarded.

TABLE OF CONTENTS

SPECIAL CLAUSES

<u>PARAGRAPH NO.</u>	<u>PARAGRAPH TITLE</u>
SC-1	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
SC-1.1	OPTION FOR INCREASED QUANTITY
SC-1.2	EXCEPTION TO COMPLETION PERIOD
SC-2	LIQUIDATED DAMAGES - CONSTRUCTION
SC-3	<u>DELETED</u> - TIME EXTENSIONS
SC-4	VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS
SC-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
SC-6	<u>DELETED</u> - CONTINUING CONTRACTS
SC-7	PERFORMANCE OF WORK BY THE CONTRACTOR
SC-8	PHYSICAL DATA
SC-9	<u>DELETED</u> - QUANTITY SURVEYS
SC-10	LAYOUT OF WORK
SC-11	<u>DELETED</u> - PAYMENT FOR MOBILIZATION AND DEMOBILIZATION
SC-12	<u>DELETED</u> - AIRFIELD SAFETY PRECAUTIONS
SC-13	<u>DELETED</u> - IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY
SC-14	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
SC-15	PAYMENT FOR MATERIALS DELIVERED OFF-SITE
SC-16	<u>DELETED</u> - ORDER OF PRECEDENCE
SC-17	<u>DELETED</u> - LIMITATION OF PAYMENT FOR DESIGN
SC-18	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS
SC-19	<u>DELETED</u> - TECHNICAL PROPOSAL - COPIES TO BE FURNISHED UPON AWARD

SC-20	<u>DELETED</u> - COMPLIANCE CERTIFICATION
SC-21	<u>DELETED</u> - VALUE ENGINEERING
SC-22	EPA ENERGY STAR
SC-23	RECOVERED MATERIALS

## 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 460 calendar days after date of receipt by Contractor of notice to proceed. The time stated for completion shall include final cleanup of the premises.

##### SC-1.1 OPTION FOR INCREASED QUANTITY

a. The Government may increase the quantity of work awarded by exercising any or all of the Optional Items 0008 through 0028 within 120 days of the receipt by the Contractor of the notice to proceed. The notice to proceed on work Items added by exercise of the options will be given upon execution of consent of surety.

b. The parties hereto further agree that any options 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 the optional item 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-1.2 EXCEPTION TO COMPLETION PERIOD

In case the Contracting Officer determines that completion of seeding, sodding, and planting, and establishment of same is not feasible within the completion period(s) stated above, the Contractor shall accomplish such work in the first planting period following the contract completion period and shall complete such work as specified, unless other planting periods are directed or approved by the Contracting Officer.

#### SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984) (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 \$960.00 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 in the CONTRACT CLAUSES.

(c) Exception to Liquidated Damage: In case the Contracting Officer determines that completion of work stated above in paragraph Exception to Completion Period is not feasible during the completion period stated in SC-1, such work will be exempted from liquidated damages.

SC-3. DELETED.

SC-4. VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995) (EFARS 52.211-5001): This variation in estimated quantities clause is applicable only to Item No. 0004.

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items No. 0004 is less than 85 % of the quantity of the first sub-item listed under such item, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items No. 0004 exceeds 115 percent or is less than 85 percent of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items No. 0004 exceeds 115 % or is less than 85 % of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 1989) (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: The indications of physical conditions on the drawings and in the specifications are the result of site investigations by test holes shown on the drawings.

(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. THROUGH 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 IV. 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) only and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. Copies of the CD-ROM (Volumes 1-12) are also 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-23. RECOVERED MATERIALS: The Corps of Engineers encourages all bidders to utilize recovered materials to the maximum extent practicable. The Contractor shall comply with the provisions of the Executive Order EO 13101 within the scope of his operations. The attached APPENDIX R contains procurement guidelines for products containing recovered materials. The Contractor shall fill out RECOVERED MATERIALS DETERMINATION FORM attached at the end of APPENDIX R and submit it to the Contracting Officer.

## 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 (coverboard).

(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 blocks 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.

## RECOVERED MATERIALS DETERMINATION FORM

### *Instructions*

This form is to be completed by the procurement originator when EPA-designated items included in the Affirmative Procurement Program for Recovered Materials are being procured from outside vendors. For questions on whether the product counts as "EPA designated" or what the required recycled content is, refer to product descriptions on EPA's website at <http://www.epa.gov/cpg>. This form is not required for items requisitioned from established Federal supply sources.

1. The procurement originator lists which item(s) apply to the procurement request, the required recycled content, the actual recycled content, and signs and dates the appropriate Certification on the back of this form.
2. If an exemption is being claimed, the procurement originator's unit commander also signs the Certification on the back of this form.
3. The completed form becomes part of the contracting office contract file.

Procurement Request No. \_\_\_\_\_

The EPA-designated items being procured are:

- Building insulation
- Flowable fill
- Latex paint
- Floor tiles
- Laminated paperboard
- Structural fiberboard
- Polyester carpet
- Carpet Backing
- Carpet Cushion
- Cement & concrete containing:
  - Coal fly ash
  - Ground granulated  
blast furnace slag
- Binders  
(paper, solid plastic or  
plastic covered)
- Plastic presentation folders
- Plastic file folders
- Plastic clip portfolios
- Plastic clipboards
- Plastic envelopes
- Office recycling containers
- Office waste receptacles
- Plastic desktop accessories

- \_\_\_ Printing and writing papers
- \_\_\_ Printer ribbons
- \_\_\_ Toner cartridges
- \_\_\_ Awards and plaques
- \_\_\_ Playground surfaces
- \_\_\_ Park and recreational furniture
- \_\_\_ Running tracks
- \_\_\_ Playground equipment
- \_\_\_ Traffic barricades
- \_\_\_ Signage
- \_\_\_ Traffic cones
- \_\_\_ Channelizers
- \_\_\_ Delineators
- \_\_\_ Flexible delineators
- \_\_\_ Parking stops
- \_\_\_ Plastic fencing (snow or erosion control, safety barriers)
- \_\_\_ Engine coolants
- \_\_\_ Re-refined lubricating oils
- \_\_\_ Retread tires
- \_\_\_ Garden and soaker hoses
- \_\_\_ Lawn and garden edging
- \_\_\_ Patio blocks
- \_\_\_ Landscaping timbers and posts (plastic lumber)
- \_\_\_ Compost from yard trimmings or food waste
- \_\_\_ Commercial/industrial sanitary tissue products
- \_\_\_ Sorbents
- \_\_\_ Industrial Drums
- \_\_\_ Railroad grade crossings/ surfaces
- \_\_\_ Pallets
- \_\_\_ Paperboard and packaging
- \_\_\_ Strapping and stretch wrap
- \_\_\_ Shower & restroom dividers/partitions
- \_\_\_ Plastic trash bags
- \_\_\_ Mats
- \_\_\_ Hydraulic mulch
- \_\_\_ Tray liners
- \_\_\_ Newsprint

CERTIFICATION

Procurement Request No. \_\_\_\_\_

Complete Part A or Part B as appropriate:

\*\*\*\*\*

A. I hereby certify the Statement of Work/Specifications for the requisition of all materials listed on this form complies with EPA standards for recycled/recovered materials content.

\_\_\_\_\_  
Procurement Originator's Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

B. The following item does not comply with EPA standards for recycled/recovered materials (please complete a separate justification for each noncompliant item purchased as part of this procurement action): \_\_\_\_\_

The exemption being claimed for this purchase is:

\_\_\_ The product does not meet appropriate performance standards

\_\_\_ The product is not available within a reasonable time frame

\_\_\_ The product is not available competitively (from two or more sources)

\_\_\_ The product is only available at an unreasonable price (it costs more than a comparable non-recycled-content product). The recycled-content product costs \$\_\_\_\_\_ per \_\_\_\_\_ and the non-recycled-content product costs \$\_\_\_\_\_ per \_\_\_\_\_

\_\_\_\_\_  
Procurement Originator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commander

\_\_\_\_\_  
Date

**INDEX OF DRAWINGS**

REPLACE CAPEHART FAMILY HOUSING, TITAN PHASE 3  
 MALMSTROM AFB, MONTANA  
 PN: NZAS 860017

DRAWING FILE NO. 225s/711-15-08

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISIO N NUMBER</b>	<b>DATE</b>
1	G-100	Title Sheet		03MAY05
		CIVIL		
2	GT-100	Exploration Logs		03MAY05
3	GT-101	Exploration Logs		03MAY05
4	C-100	Location of Explorations		03MAY05
5	C-101	Exist. Cond./Demo. Plan		03MAY05
6	C-102	Site Plan		03MAY05
7	C-103	Grading/Drainage Plan		03MAY05
8	C-104	Utilities Plan		03MAY05
9	C-105	Combined Utilities Plan		03MAY05
10	C-301	Storm Line Profiles		03MAY05
11	C-302	Site Sections		03MAY05
12	C-303	Water Line Profiles		03MAY05
13	C-401	Enlarged Site Plans, Bldg 3C		03MAY05
14	C-402	Enlarged Site Plans, Bldg 4F & 4C		03MAY05
15	C-501	Civil Details		03MAY05
16	C-502	Civil Details		03MAY05
17	C-503	Civil Details		03MAY05
18	C-504	Civil Details		03MAY05
19	C-505	Civil Details		03MAY05
20	C-506	Civil Details		03MAY05
		LANDSCAPE		
21	L-101	Irrigation Plan		03MAY05
22	L-102	Planting Plan		03MAY05

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISIO N NUMBER</b>	<b>DATE</b>
23	L-103	Lawn Planting Plan		03MAY05
24	L-401	Enlarged Planting Plan		03MAY05
25	L-501	Landscape Details		03MAY05
26	L-502	Landscape Details		03MAY05
<b>STRUCTURAL</b>				
27	S-001	General Structural Notes and Abbreviations		03MAY05
28	S-002	General Structural Notes and Abbreviations		03MAY05
29	S-003	Fastener Schedule		03MAY05
30	S-101	Fdn/1st Floor Framing Plan, Unit 3C/3S		03MAY05
31	S-102	2nd Flr/Gable Roof Framing Plan, Unit 3C/3S		03MAY05
32	S-103	Fdn/1st Floor Framing Plan, Unit 4F (4C Sim)		03MAY05
33	S-104	2nd Flr/Gable Roof Framing Plan, Unit 4F (4C Sim)		03MAY05
34	S-105	Shed Roof Framing Plans, Units 3C/3S, 4F (4C Sim)		03MAY05
35	S-201	Shear Wall Details		03MAY05
36	S-501	Details		03MAY05
37	S-502	Details		03MAY05
38	S-503	Details		03MAY05
39	S-504	Details		03MAY05
40	S-505	Details		03MAY05
41	S-506	Details/Load Diagrams		03MAY05
<b>ARCHITECTURAL</b>				
42	A-001	Architectural Legends, Symbols & General Notes		03MAY05
43	A-002	Housing Site Plan, Titan		03MAY05
44	AD-101	Demolition Plans, Type A3		03MAY05
45	AD-102	Demolition Plans, Type B1		03MAY05
46	AD-103	Demolition Plans, Type B2		03MAY05
47	AD-104	Demolition Plans, Type B3		03MAY05
48	A-101	Floor Plans, Unit 3C/3S		03MAY05
49	A-102	Floor Plans, Unit 4C		03MAY05
50	A-103	Floor Plans, Unit 4F		03MAY05

<b>SHEET NUMBER</b>	<b>PLATE NUMBER</b>	<b>TITLE</b>	<b>REVISIO N NUMBER</b>	<b>DATE</b>
51	A-104	Roof Plans, Unit 3C/3S		03MAY05
52	A-105	Roof Plans, Unit 4F (4C Sim)		03MAY05
53	A-201	Exterior Elevations, Unit 3C/3S, Gable Roof		03MAY05
54	A-202	Exterior Elevations, Unit 3C/3S, Shed Roof		03MAY05
55	A-203	Exterior Elevations, Unit 4F, Gable Roof (4C Sim)		03MAY05
56	A-204	Exterior Elevations, Unit 4F, Shed Roof (4C Sim)		03MAY05
57	A-211	Interior Elevations		03MAY05
58	A-212	Interior Elevations		03MAY05
59	A-301	Building Sections, Unit 3C/3S		03MAY05
60	A-302	Building Sections, Unit 4F (4C Sim)		03MAY05
61	A-311	Wall Sections		03MAY05
62	A-312	Wall Sections		03MAY05
63	A-313	Wall Sections		03MAY05
64	A-501	Exterior Details		03MAY05
65	A-502	Details		03MAY05
66	A-511	Details		03MAY05
67	A-601	Finish Schedules		03MAY05
68	A-602	Schedules		03MAY05
69	A-701	Stair Plans, Sections & Details, Unit 3C/3S (4C & 4F Sim)		03MAY05
MECHANICAL				
70	M-001	Mechanical Legend		03MAY05
71	M-101	Floor Plans, HVAC, Unit 3C/3S		03MAY05
72	M-102	Floor Plans, HVAC, Unit 4C		03MAY05
73	M-103	Floor Plans, HVAC, Unit 4F		03MAY05
74	M-201	Floor Plans, Plumbing, Unit 3C/3S		03MAY05
75	M-202	Floor Plans, Plumbing, Unit 4C		03MAY05
76	M-203	Floor Plans, Plumbing, Unit 4F		03MAY05
77	M-301	HVAC Schedules, Details & Sequence of Operations		03MAY05
78	M-401	Plumbing Schedules, Details & Diagrams		03MAY05

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
ELECTRICAL				
79	E-001	Electrical Symbols, Abbreviations & General Notes		03MAY05
80	E-002	Demolition Site Plan		03MAY05
81	E-003	Electrical Site Plan		03MAY05
82	E-101	Electrical Floor Plans, Unit 3C/3S		03MAY05
83	E-102	Electrical Floor Plans, Unit 4C		03MAY05

**DRAWING REVISIONS BY NOTATION**

Drawing Sheet 181, Plate E-003, Flag Notes:

(a) Flag Note 4: Change Bldg 14010 to Bldg 14012

(b) Flag Note 5: Change Bldg 14010 to Bldg 14014

(c) Flag Note 6: Change Bldg 14010 to Bldg 14016

**STANDARD DETAILS BOUND IN THE SPECIFICATIONS**

DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
<b><u>SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS</u></b>			
	1 & 2	U.S. Air Force Project Construction Sign	84JUN20
	1	Hard Hat Sign	10SEP90

END OF SECTION

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This Section added by Mendment R0001

SECTION 01061

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

This Section covers prevention of environmental pollution and damage as the result of construction operations under this contract. For the purpose of this specification, environmental pollution, and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for esthetic, cultural, and/or historical purposes. The control of environment pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, and solid waste, as well as other pollutants.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record any problems in complying with laws, regulations, and ordinances, and corrective action taken.

1.2.1 Subcontractors

Assurance of compliance with this Section by subcontractors will be the responsibility of the Contractor.

1.3 NOTIFICATION

When the Contracting Officer notifies the Contractor in writing of any observed noncompliance with Federal, state, or local laws, regulations, or permits, the Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damage allowed to the Contractor for any such suspension.

1.4 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs:

#### 1.4.1 Protection of Land Resources

The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer except as otherwise specified or indicated. See Paragraph 1.5 for additional requirements relating to protection of trees during excavation in the vicinity of a tree.

#### 1.4.2 Disposal of Garbage

Garbage shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

#### 1.4.3 Refuse Disposal and Cleanup

Refuse shall be defined as debris other than organic materials such as brush or tree stumps.

##### 1.4.3.1 Refuse Disposal

The cost of refuse disposal, such as transportation, handling, dumping fees as applicable, and similar cost, shall be included in the contract price. Refuse shall be disposed of off site, in accordance with all local, state, and Federal rules and regulations, at the Contractor's expense.

##### 1.4.3.2 Fire Hazard

Cloths, cotton waste, and other combustible materials that might constitute a fire hazard shall be placed in closed metal containers and placed outside or destroyed at the end of each day.

#### 1.4.4 Restrictions

The Contractor will not be permitted to deposit refuse in existing garbage cans or refuse dumpsters. Cleaners shall not be poured, drained, or washed into plumbing fixtures or sanitary or storm sewers. Debris, dirt, dust, and stains attributable to or resulting from the work effort shall be removed, cleaned, or effaced by the Contractor to the satisfaction of the Contracting Officer prior to acceptance of the job. Refuse shall not be burned. Burning of vegetation or tree stumps will not be allowed unless the worksite is in an area approved for burning.

##### 1.4.4.1 Waste Management and Disposal

State of Montana environmental regulations classify disposal sites for their respective abilities to handle various types of solid waste. Asphalt and concrete waste products are to be disposed of in licensed Class II and Class III disposal sites respectively. Contractor shall be responsible for complying with the "Montana Solid Waste Management Act" and the "Administrative Rules of Montana" concerning waste management and disposal.

#### 1.4.5 Disposal of Chemical or Hazardous Waste

Hazardous waste generated by construction operations remains the property of the Contractor and shall be removed from Malmstrom AFB. Except as specified below, removal of this hazardous waste shall be coordinated with Waste Management, Inc., through the Contracting Officer. Contractor operations shall be, at all times, in compliance with the Resource

Conservation and Recovery act (RCRA), 40 CFR, and Montana State Department of Health and Environmental Sciences (MSDHES). The Contractor shall maintain Material Safety Data Sheets (MSDS) for all material used on base and the MSDS' shall be on file on site at the job shack.

1.4.5.1 No more than 200 liters, total, of hazardous waste shall be accumulated by the Contractor on site. Once the 200-liter limit is reached, the Contractor has 72 hours to remove the waste from Malmstrom AFB. If any materials will be used that are corrosive, flammable, toxic, or reactive, the Contractor shall submit a Hazardous Materials/Hazardous Waste Control Plan to the CO for approval and coordination with 341 CES/CEVV. Contractor shall submit Material Safety Data Sheets (MSDS) to the CO for approval and coordination with 341 CES/CEVV for all paints and protective coatings, solvents, adhesives, and all other chemical products.

1.4.5.2 All hazardous materials used by the Contractor on base shall be stored properly in special areas in accordance with all regulatory requirements. The Contractor shall:

- Keep containers closed when not in use.
- Label containers with warning labels.
- Post hazardous signs if required.
- Check routinely for leaks and spills.
- Keep materials at central location.

1.4.5.3. PCBs (The following applies when Contractor removes or demolishes existing equipment.)

1.4.5.3.1 Turn in all light ballasts or electrical equipment with PCB's to the Environmental Flight. Transformers, capacitors, switching gear, etc., often contain PCB's for cooling purposes.

1.4.5.3.2 If hermetically sealed equipment, then turn into Environmental Flight assuming it has a PCB concentration greater than the 500 ppm limit.

1.4.5.3.3 The Contractor shall:

- Count the number of units for turn in.
- Place units in a DOT shipping container furnished by him.
- Call Construction Management three days in advance to schedule Contractor delivery to Bldg 411 on base.
- Deliver materials containing PCB to Bldg 411.

1.4.5.4 Spills

No hazardous materials or substances shall be sprayed, discharged or spilled on the ground, asphalt, or concrete covered surfaces or improperly disposed at job sites. The Contractor shall be charged for any cleanup and disposal costs incurred by the base as a result of Contractor

negligence. Spills of any type material (excluding clean water) shall be reported to the QAE and the environmental flight 341 CES/CEVV 732-6444 for evaluation to determine if cleanup is required and evaluate the need for reporting. All spill cleanups shall be handled by trained personnel only. Refer to CFR 1910.120. Any hazardous product cleanup on base shall be disposed of through Malmstrom AFB only.

#### 1.4.5.4.1 Spill Response Procedure:

The Contractor shall:

- Notify Contracting Officer and Base Fire Department (Ext. 911) of any spills.
- Stop source of spill without undue risk of personnel injury. Use on site containment, safety equipment, and materials.
- Make spill scene off limits to all non-cleanup personnel.
- Restrict all sources of ignition if flammable material in spill.
- **Report to Environmental Flight, (telephone (406) 731-6165).**

#### 1.4.6 Disposal of Solid Waste

1.4.6.1 The Contractor is responsible for handling and disposal of all solid waste generated at the job site. The Contractor shall make all arrangements for disposal of any wastes including wastes requiring special handling such as asbestos, rubble, or non-hazardous chemical wastes. The Contractor is responsible for laboratory testing and any documentation submittals required by the landfill owner. Montana State Department of Health and Environmental Sciences (MSDHES) written approval is required for any non-inert materials such as asphalt containing materials, asphalt roofing materials, steel containing materials, etc., that are to be disposed of in the Class III landfill site.

1.4.6.2 All non-hazardous wastes shall be properly disposed of through a licensed landfill site. No landfill site is available on base. Demolition rubble shall not be buried anywhere on base or at the work site. Any cleanups and the costs of these cleanups of improper waste disposals or removals of improperly placed hazardous waste materials shall be the responsibility of the Contractor.

#### 1.4.7 Disposal of Discarded Materials

Discarded materials, other than those which can be included in the solid waste category, shall be handled as directed.

#### 1.4.8 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

#### 1.4.8.1 Storm Water and Waste Water System Discharge

1.4.8.1.1 The Contractor shall not dump any restricted materials down the sanitary sewer or waste water disposal system without approval of the Air Force. All discharges to the sewer shall meet Federal, State, and Local regulatory requirements and shall meet the permit requirements limiting Malmstrom AFB discharges. The base sewer discharge is tested weekly by the City of Great Falls for conformance requirements.

1.4.8.1.2 Restricted waste water materials include those that create a fire or explosion hazard; are toxic or poisonous; waters or wastes having a pH lower than 5.5 or higher than 9.0; solid or viscous substances that can obstruct the sewer flow; interfere with the biological activity of a treatment plant; inhibit biological activity by increasing the temperature too much; any fats, wax, grease, or oils in excess of 100 mg/1, noxious or malodorous liquids; contain metals in excess of iron-0.03 mg/1, chromium-16.72 mg/1, copper-15.13 mg/1, zinc-0.51 mg/1, arsenic-1.36 mg/1, cadmium-5.0 mg/1, lead-2.63 mg/1, mercury-0.06 mg/1, nickel-15.57 mg/1 or silver-0.70 mg/1, exceed Malmstrom AFB industrial permit allowable limits; contain phenols or dyes; are radioactive; contain over 100 lbs per day of total suspended solids (TSS) or five day biochemical oxygen demand (BOD), or cause the base waste water discharge to exceed 200 mg/1 BOD or 250 mg/1 TSS.

1.4.8.1.3 The Contractor shall not discharge any contaminated waters to the storm drain system. Prior approval from the Environmental Flight (telephone (406) 731-6165) is required for any questionable liquid discharges.

1.4.8.1.4 The Contractor shall submit an Erosion Control Plan for Contracting Officer's approval. The plan shall include detailed information on how the surface runoff will be controlled during construction to minimize soil erosion in the construction area and adjacent areas on the base. The area of bare soil exposed at any one time by construction operations shall be kept to a minimum. The Contractor's best management practices shall also be in accordance with the Base Montana Pollutant Discharge Elimination System (MPDES) Storm Water Pollution Prevention Plan (SWPPP) which may be reviewed at the Malmstrom AFB Environmental Office. Any temporary measures shall be removed after the area has been stabilized.

The Contractor will be required to control all construction operations in strict compliance with the approved Erosion Control Plan.

1.4.8.1.5 The Contractor shall submit to the Contracting Officer a Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity under a NPDES General Permit, EPA Form 3510-6.

#### 1.4.9 PROTECTION OF AIR RESOURCES

1.4.9.1 Burning of material is not allowed on base by the Contractor.

1.4.9.2. The maintenance and repair work to air conditioning and refrigeration systems shall require that all CFC handling standards be met. Maintenance and repair work on any equipment used or covered by this contract shall require all CFC handling standards be met.

1.4.9.3. The Contractor shall not vent or cause to be vented CFC and HCFC refrigerants (R-11, R-12, R-22, R-113, R-114, R-115, R-500, R-501, R-502 or other mixtures containing CFCs) to the atmosphere during repair or maintenance work on any equipment covered by this contract.

1.4.9.4. The Contractor shall have available refrigerant recovery or reclaim equipment to perform the work. Any recovered refrigerant from Government owned equipment shall be provided to the Government in EPA approved containers after coordination with the Project Inspector.

1.4.9.5. The Contractor personnel who operate refrigerant reclaim or recycling equipment shall possess the necessary state and local certifications for operating the equipment.

1.4.9.6. The Contractor shall be responsible for meeting all requirements, permitting, licensing and certification required by state or local ordinance to work on refrigeration systems.

#### 1.4.9.7 Particulates

Dust particles, aerosols, and gaseous byproducts from construction activities, processing, and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and state allowable limits at all times.

#### 1.4.10 Nuclear Densometers

Where nuclear densometers or other devices containing radioactive elements are used on the project, the Contractor must have a proof of a Nuclear Regulatory Committee (NRC) permit for its use. The Contractor must also keep all radioactive equipment locked up when not in use and remove it from the base at completion of the work day.

### 1.5 PROTECTION OF TREES DURING EXCAVATION

Care shall be exercised by the Contractor when excavating trenches in the vicinity of trees. Where roots are 50 mm in diameter or greater, the trench shall be excavated by hand and tunneled. When large roots are exposed, they shall be wrapped with a heavy burlap for protection and to prevent drying. Trenches dug by machines adjacent to trees having roots less than 50 mm in diameter shall have the sides hand trimmed making a clean cut of the roots. Trenches having exposed tree roots shall be backfilled within 24 hours unless adequately protected by moist burlap or canvas.

### 1.6 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

### 1.7 RESTORATION OF LANDSCAPE (VEGETATION - SUCH AS TREES, PLANTS, AND GRASS) DAMAGE

All landscape features (vegetation - such as trees, plants, and grass) damaged or destroyed during Contractor operations outside and within the work areas shall be restored to a condition

similar to that which existed prior to construction activities unless otherwise indicated on the drawings or in the specifications. This restoration shall be done at no additional cost to the Government. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

Trees shall be replaced in kind with a minimum 100 mm caliper nursery stock. Shrubs, vines, and ground cover shall be replaced in kind; size to be approved by the Contracting Officer.

All plant material shall meet specifications outlined in ANSI Z60.1 - current publication, "American Standard for Nursery Stock."

Grass areas shall be replaced in kind by sodding. Sod shall be required in all regularly maintained lawn areas and shall be installed according to specification section: SODDING.

END OF SECTION

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## SECTION 01270

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.1 GENERAL

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 (except for Bid Items 0005, 0006 and 0007), to complete the project in accordance with these specifications; all costs thereof shall be considered as incidental to the work.

##### 1.2 ~~MEASUREMENT Not Used~~

##### 1.2.1 ~~Provide Satisfactory Fill Material from Off-base Source:~~

~~Satisfactory fill material from off-base source shall be measured by the cubic yards of material (in truck) delivered to the construction site. The loads will be verified by the QA Representative on the site. Copies of the load tickets, initialed by the QAR, shall be included with the progress pay requests.~~

##### 1.3 PAYMENT

##### 1.3.1 ITEM NO. 0001 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0001, Demolish Buildings No.s 4009, 4010, 4011, 4012, 4013, 4014, 4015, 4016, 4028, 4029, 4030 and 4031 in the Titan Housing Area, payment of which shall constitute full compensation for Item No. 0001, complete. Work includes labor, professional services, equipment and transportation and other work as required.

##### 1.3.2 ITEM NO. 0002 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0002, All Work for Construction of Buildings Nos. 14009, 14011, 14013, 14015, 14028, 14029, 14030, and 14031 (16 Units) in the Titan Housing Area within a line 5 feet outside of the Building Exterior Walls, payment of which shall constitute full compensation for Item No. 0002, complete. This item also includes the unit vinyl fence trash enclosure, patio vinyl 'privacy fence', backfill and landscaping. Work includes all labor, professional services, materials, equipment and transportation and other work as required.

### 1.3.3 ITEM NO. 0003 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0003, Provide Titan Housing Area Site Work and Utilities for Items No. 0002, 0012, 0013, 0014 and 0015 from a line 5 feet outside of the Building Exterior Walls, except for Items 0004 and 0016 through 0023, payment of which shall constitute full compensation for Item No. 0003, complete. This item includes, but is not limited to, the transformer and sectionalizer enclosures with fencing, pathway and light standards, concrete handicap aprons with curb cuts, painted crosswalks and signage and bollards at each end of the pathway, and backfilling the basements (including grading and seeding) of the houses being demolished (except for the buildings identified in 0008, 0009, 0010, and 0011). ~~Three thousand (3000) cubic yards of satisfactory fill material is available at an on base borrow site (location shown on the drawings).~~ Work includes all labor, professional services, materials, equipment and transportation necessary for all work related to this item

### 1.3.4 ~~ITEM NO. 0004 (BASE ITEM) Not Used~~

~~Payment will be made at the contract unit prices for Item No. 0004, Provide Satisfactory Fill Material from Off-Base Source, payment of which shall constitute full compensation for Item No. 0004, complete. Work includes all labor, professional services, materials, equipment and transportation necessary for all work related to this item.~~

### 1.3.5 ITEM NO. 0005 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 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, payment of which shall constitute full compensation for Item No. 0005, 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.

### 1.3.6 ITEM 0006 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0006, All Work for O&M Manuals, as Specified in Section 01701 from Preparation to Final Approval for Base Items and any Optional Items Exercised, payment of which shall constitute full compensation for Item No. 0006, complete. No partial or total payment will be made for this item until all O&M manuals are fully approved by the Government (A or B action) and all copies of final manuals are received by the Government in their final binders.

### 1.3.7 ITEM 0007 (BASE ITEM)

Payment will be made at the contract lump sum price for Item No. 0007, All Work for Form 1354 Checklist and Equipment-in-Place List, as Specified in Section 01704 and 01705 from Preparation to Final Approval for Base Items and any Optional Items Exercised, payment of which shall constitute full compensation of Item No. 0007, complete. No partial or total payment will be made for this item until both the 1354 Checklist and Equipment in Place List are fully approved by the Government (A or B action) and all copies of approved lists received by the Government.

### 1.3.8 ITEM 0008 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0008, Backfill (with satisfactory material), Compact, Finish and Fine Grade, Topsoil and Seeding (to cover excavation from demolition of Building No. 4016), as indicated on the drawings, payment of which shall constitute full compensation of Item No. 0008, complete. Work includes all labor, professional services, materials, equipment and transportation necessary for all work related to this item.

### 1.3.9 ITEM 0009 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0009, Backfill (with satisfactory material), Compact, Finish and Fine Grade, Topsoil and Seeding (to cover excavation from demolition of Building No. 4015), as indicated on the drawings, payment of which shall constitute full compensation of Item No. 0009, complete. Work includes all labor, professional services, materials, equipment and transportation necessary for all work related to this item.

### 1.3.10 ITEM 0010 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0010, Backfill (with satisfactory material), Compact, Finish and Fine Grade, Topsoil and Seeding (to cover excavation from demolition of Building No. 4013), as indicated on the drawings, payment of which shall constitute full compensation of Item No. 0010, complete. Work includes all labor, professional services, materials, equipment and transportation necessary for all work related to this item.

### 1.3.11 ITEM 0011 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0011, Backfill (with satisfactory material), Compact, Finish and Fine Grade, Topsoil and Seeding (to cover excavation from demolition of Building No. 4012), as indicated on the drawings, payment of which shall constitute full compensation of Item No. 0011, complete. Work includes all labor, professional services, materials, equipment and transportation necessary for all work related to this item.

### 1.3.12 ITEM 0012 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0012, All Work for Construction of Building 14010 (2 Units) in the Titan Housing Area within a line 5 feet outside of the Building Exterior Walls, payment of which shall constitute full compensation for Item No. 0012, complete. This item includes unit trash enclosure, patio 'privacy fence', backfill and landscaping. Work includes all labor, professional services, materials, equipment and transportation and all other work as required. If this item is exercised, Optional Item 0008 WILL NOT be exercised.

### 1.3.13 ITEM 0013 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0013, All Work for Construction of Building 14012 (2 Units) in the Titan Housing Area within a line 5 feet outside of the Building Exterior Walls, payment of which shall constitute full compensation for Item No. 0013, complete. This item includes unit trash enclosure, patio 'privacy fence', backfill and landscaping. Work includes all labor, professional services, materials, equipment and transportation and all other work as required. If this item is exercised, Optional Item 0009 WILL NOT be exercised.

### 1.3.14 ITEM 0014 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0014, All Work for Construction of Building 14014 (2 Units) in the Titan Housing Area within a line 5 feet outside of the Building Exterior Walls, payment of which shall constitute full compensation for Item No. 0014, complete. This item includes unit trash enclosure, patio 'privacy fence', backfill and landscaping. Work includes all labor, professional services, materials, equipment and transportation and all other work as required. If this item is exercised, Optional Item 0010 WILL NOT be exercised.

### 1.3.15 ITEM 0015 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0015, All Work for Construction of Building 14016 (2 Units) in the Titan Housing Area within a line 5 feet outside of the Building Exterior Walls, payment of which shall constitute full compensation for Item No. 0015, complete. This item includes unit trash enclosure, patio 'privacy fence', backfill and landscaping. Work includes all labor, professional services, materials, equipment and transportation and all other work as required. If this item is exercised, Optional Item 0011 WILL NOT be exercised.

### 1.3.16 ITEM 0016 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0016, Install Fencing for the Titan Housing Area Buildings (16 Units) (constructed in Item 0002) as shown on the drawings, payment of which shall constitute full compensation for Item No. 0016, complete. Work includes all labor, professional services, materials, equipment and transportation and all other work as required. (Unit trash enclosure and patio 'privacy fence' are included in Item 0002.)

### 1.3.17 ITEM 0017 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0017, Install Fencing for the Titan Housing Area Building (2 Units) (constructed in Item 0012) as shown on the drawings, payment of which shall constitute full compensation for Item No. 0017, complete. Work includes all labor, professional services, materials, equipment and transportation and all other work as required. (Unit trash enclosure and patio 'privacy fence' are included in Item 0012.)

### 1.3.18 ITEM 0018 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0018, Install Fencing for the Titan Housing Area Building (2 Units) (constructed in Item 0013) as shown on the drawings, payment of which shall constitute full compensation for Item No. 0018, complete. Work includes

all labor, professional services, materials, equipment and transportation and all other work as required. (Unit trash enclosure and patio 'privacy fence' are included in Item 0013.)

#### 1.3.19 ITEM 0019 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0019, Install Fencing for the Titan Housing Area Building (2 Units) (constructed in Item 0014) as shown on the drawings, payment of which shall constitute full compensation for Item No. 0019, complete. Work includes all labor, professional services, materials, equipment and transportation and all other work as required. (Unit trash enclosure and patio 'privacy fence' are included in Item 0014.)

#### 1.3.20 ITEM 0020 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0020, Install Fencing for the Titan Housing Area Building (2 Units) (constructed in Item 0015) as Shown on the Drawings, payment of which shall constitute full compensation for Item No. 0020, complete. Work includes all labor, professional services, materials, equipment and transportation and all other work as required. (Unit trash enclosure and patio 'privacy fence' are included in Item 0015.)

#### 1.3.21 ITEM 0021 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0021, Install Underground Sprinkler System in Common Areas for Item 0003 as shown on the Landscape Plans, payment of which shall constitute full compensation for Item No. 0021, complete. Work includes all labor, professional services, materials, equipment and transportation and all other work as required.

#### 1.3.22 ITEM 0022 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0022, Install Trees in the Common Areas for Item 0003, payment of which shall constitute full compensation for Item No. 0022, complete. Work includes all labor, professional services, materials, equipment and transportation necessary for all work related to this item.

#### 1.3.23 ITEM 0023 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0023, Additional Cost to Place 2" Asphalt on Pathway in lieu of 2" Aggregate Surface Course (placed under Item 0003), payment of which shall constitute full compensation for Item No. 0023, complete.

#### 1.3.24 ITEM 0024 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0024, Additional Cost to Provide Solid Surface Nonporous Countertops in lieu of Laminated Plastic Countertops and Splash in the Kitchens of the Buildings (16 Units) constructed under Item 0002, payment of which shall constitute full compensation for Item 0024, complete. Work includes all labor, professional services, materials, equipment and transportation and all other work as required.

#### 1.3.25 ITEM 0025 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0025, Additional Cost to Provide Solid Surface Nonporous Countertops in lieu of Laminated Plastic Countertops and Splash at Cooktops in the Kitchens of the Building (2 Units) constructed under Item 0012, payment of which shall constitute full compensation for Item 0025, complete. Work includes all labor, professional services, materials, equipment and transportation and all other work as required.

#### 1.3.26 ITEM 0026 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0026, Additional Cost to Provide Solid Surface Nonporous Countertops in lieu of Laminated Plastic Countertops and Splash at Cooktop in the Kitchens of the Buildings (2 Units) constructed under Item 0013, payment of which shall constitute full compensation for Item 0026, complete. Work includes all labor, professional services, materials, equipment and transportation and all other work as required.

#### 1.3.27 ITEM 0027 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0027, Additional Cost to Provide Solid Surface Nonporous Countertops in lieu of Laminated Plastic Countertops and Splash at Cooktops in the Kitchens of the Building (2 Units) constructed under Item 0014, payment of which shall constitute full compensation for Item 0027, complete. Work includes all labor, professional services, materials, equipment and transportation and all other work as required.

#### 1.3.28 ITEM 0028 (OPTIONAL ITEM)

Payment will be made at the contract lump sum price for Item No. 0028, Additional Cost to Provide Solid Surface Nonporous Countertops in lieu of Laminated Plastic Countertops and Splash at Cooktops in the Kitchens of the Building (2 Units) constructed under Item 0015, payment of which shall constitute full compensation for Item 0028, complete. Work includes all labor, professional services, materials, equipment and transportation and all other work as required.

### 1.4 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.

1.4.1 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.

1.4.2 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.

03019/II  
Replace Capehart Family Housing, Titan Phase 3, Malmstrom AFB, Montana

PARTS 2 and 3 NOT USED

**PROGRESS PAYMENT INVOICE**

See Federal Acquisition Regulations (FAR) 32.900, 52.232-5, &amp; 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. _____ 5. INVOICE NO.
6. DESCRIPTION OF WORK	7. PERIOD OF PERFORMANCE From: To:
8. DISCOUNT TERMS	
9. OFFICIAL TO WHOM PAYMENT IS TO BE FORWARDED Name: Title: Phone: ( ) -	10. OFFICIAL TO BE NOTIFIED OF DEFECTIVE INVOICE Name: Title: Phone ( ) -
<p><b>11. CERTIFICATION: I hereby certify, to the best of my knowledge and belief, that</b></p> <p><b>(1) The amounts requested are only for the performance in accordance with the specifications, terms, and conditions of this contract;</b></p> <p><b>(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,</b></p> <p><b>in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;</b></p> <p><b>and</b></p> <p><b>(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.</b></p>	
_____ (Signature)	_____ (Title)
_____ (Date)	
12. OTHER INFORMATION OR DOCUMENTATION required by Contract. Provide two (2) copies of each (check and attach if applicable):	(FOR GOVERNMENT USE ONLY)
<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	Retainage: ____% Amt.: \$ _____ Withholdings: \$ _____ Reason: _____ _____ _____ Following items are current: As-Builts ____ Yes ____ No O & M Manuals ____ Yes ____ No 1354 Data ____ Yes ____ No Submittal Register ____ Yes ____ No

END OF SECTION

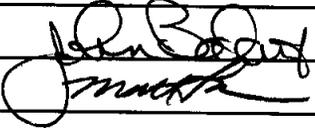
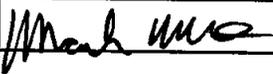
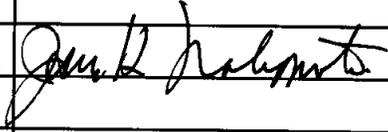


Presolicitation Site Visit May 29, 2003 Ed Center, Malmstrom

REPLACE FAMILY HOUSING, PHASE 6a, MALMSTROM AFB, MT

AFB, MT.

Please sign in

NAME (PRINT)	SIGNATURE	COMPANY (NAME & ADDRESS)(PRINT)	TIME RECEIVED
CHRIS NIELSON		EVERGREEN CONSTRUCTION 1132 SOUTH 500 WEST, SLC, UT 84101	
		(801) 363-2274 FAX 801533-9737	
John Bodary Matt Kane		TRI-COUNTY MECH. 4901 NORTH STAR BLVD. (406) 727-9968	
Mark Witham		Liberty Electric - 99 Gibbons Rd, GS, MT 406-761-6888	
Nicholas Oswald		Oswood Construction Company P.O. Box 3527 Great Falls, Montana 59403	
		Phone: 406.761.1465	
		Fax: 406.453.9862	
NAKAMOTO, JAMES H.		james.h.nakamoto@usace.army.mil	



**Replace Family Housing  
Phase 3,  
Malmstrom AFB, Montana**

- Pre-proposal Site Visit & Conference
  - 29 May 2003
  - DACA67-03-R-0213

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**INTRODUCTION**

- **Welcome**
- **This Project is a Request for Proposal (RFP) not an Invitation for Bid (IFB)**
- **Meeting Minutes** – The Court Reporter will record the minutes of this meeting which will be posted to the Solicitation by amendment. The minutes are for information purposes only
- **Comments/clarifications made today will not change the solicitation in any way.**
- **Changes to the solicitation will only be made through written amendments.**
- **Today's Attendance List** – Will be posted to the Solicitation by amendment

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**QUESTIONS DURING THE  
PROPOSAL STAGE**  
(See page 3 of solicitation)

- **Contracting Web Address:**
  - [www.nws.usace.army.mil](http://www.nws.usace.army.mil)
- **Technical Questions:**
  - [techbid@nws02.usace.army.mil](mailto:techbid@nws02.usace.army.mil)
- **Administrative Questions:**
  - [Thomas.R.DeGonia@nws02.usace.army.mil](mailto:Thomas.R.DeGonia@nws02.usace.army.mil)
  - Phone – (206) 766-6449

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### PROJECT DESCRIPTION

(See Section 00110, para. 1.2)

U.S. Army Corps of Engineers

- The project consists of constructing 24 units in 12 duplex configured buildings. Eight units (four building) will be options. The project will demolish an equal number of units including removal of all basements. The concrete from the demolition shall be moved to a base located recycle area. Full underground utilities will be required. The housing components consist of two-story design with no basements. Features are composition roof, insulated windows, carpeting, vinyl tile, porcelain floor tile, single car garage, landscaping and patio fencing. Options include landscape sprinklers, and yard fencing.

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### SOLICITATION GENERAL INFORMATION

U.S. Army Corps of Engineers

- This Project is a Request for Proposal (RFP)
- Requires submission of a Technical and Price Proposal (see SECTION 00110)
- *Technical and price proposals are required to be submitted to The Corps of Engineers, Seattle District, by 2:00 P.M. (PST), 10 June 2003.*
- No offers will be accepted after the noted time/date.

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### SOLICITATION, OFFER & AWARD

U.S. Army Corps of Engineers

- STANDARD FORM 1442-Solicitation, Offer and Award:
  - Ensure all amendments are acknowledged and Corporate Cert correctly completed.
- The Government intends to make award based on the lowest price, technically acceptable offer.

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 **SUBCONTRACTING PLAN**  
U.S. Army Corps of Engineers

- For the purposes of this project, a firm is considered a Large Business if the average annual receipts exceed \$28.5 MIL
- Subcontracting Plan must be submitted w/offers from Large Businesses

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 **SECTION 00110 INTRO, INSTRUCTIONS TO OFFERORS**  
U.S. Army Corps of Engineers

- Contract will be awarded to the firm submitting the lowest price technically acceptable offer.
- Proposal preparation costs will not be paid by the Government
- Debriefings may be requested IAW FAR 15.505 & 15.506
  - Pre-award debriefing: All offerors excluded before award, must submit request to Contracting within 3 calendar days after offeror received notice of exclusion (NOE) from competition.
  - Post-award debriefing: Any unsuccessful offeror who has not had a pre-award debriefing, must submit request to Contracting within 3 days after notification of contract award is received.

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 **EVALUATION FACTORS FOR AWARD**  
U.S. Army Corps of Engineers (SEE SECTION 00110)

- Provides the Technical Evaluation Criteria, as well as the Evaluation & Award Procedures
- Technical Evaluation Criteria are:
  - Relevant Experience of the Prime Firm
    - three (3) projects past seven (7) years
    - one similar climatic conditions
  - Qualifications of Key Team Members
    - Project Superintendent
    - Project Manager
    - CQC System Manager
  - Past Performance → Data Bases & Customers

} Describe  
} Resumes

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of Engineers

### EVALUATION FACTORS

- Read descriptions of evaluation criteria thoroughly
- Ensure proposal is complete and reflects all elements required by the solicitation to at least meet the minimum criteria.
- Technical Proposals are evaluated on their own merit and against the evaluation criteria only—not against other proposals
- Proposals submitted in two parts:
  - Technical
  - Price

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### TECHNICAL EVALUATION

- Technical Evaluation Ratings - Definitions
  - Acceptable: An acceptable rating indicates that the offeror has provided sufficient information to meet the minimum qualifications/standards described in the technical evaluation factor.
  - Non-Acceptable: A non-acceptable rating indicates that the offeror has not provided sufficient information to meet the minimum qualifications/standards described in the technical evaluation factor.

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### PRICE EVALUATION

- Price Evaluation -
  - Price will be evaluated for reasonableness and to assess the offeror's understanding of the contract requirements and any risk inherent in the offeror's approach.
  - Financial capacity and bonding ability will be checked.
- It is the intent of the Government to make award based upon initial offers without further discussions or additional information
- A firm fixed-price contract will be awarded to one firm submitting the lowest price technically acceptable offer

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### COMPETITIVE RANGE (Developed after Technical Evaluation)

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• **Competitive Range**

- After initial evaluation of proposals, if the Contracting Officer determines that discussions are required, the Contracting Officer will establish a competitive range comprised of the technically acceptable proposals. Discussions will be held with firms in the competitive range.

• **Discussions**

- Should it be necessary for discussions, the Government will conduct written discussions with only those offerors determined to be technically acceptable. If all proposals are determined to be non-acceptable, at the Contracting Officer's discretion, all firms may be requested to participate in discussions. As a result of discussions, offerors may make revisions to their initial offers. Discussions will culminate in a request for Final Proposal Revision, the date and time of which will be common to all offerors.

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### SECTION 00600 CERTS/REPS

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- Must be completed and submitted with proposals

### SECTION 00700 CONTRACT CLAUSES:

- Contains contract clauses in full text

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### SPECIAL CONTRACT CLAUSES

100 Army Corps  
of Engineers

- **Unique to this requirement**

- Commencement of this contract is the date the Contractor receives the Notice to Proceed (NTP), and complete the entire work ready for use NLT 440 calendar days from NTP, SC-1

- Liquidated Damages located SC-2, SEC 00800

- Performance of Work by the Contractor, The prime contractor must perform at least 15% of the work. SC-7

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### WAGE DETERMINATIONS

• FAR 52.222-6 Davis Bacon Act.

-Davis Bacon establishes minimum amount to be paid.

-Davis Bacon Wage Determination for the geographical area of this project.

<http://farsite.hill.af.mil/>

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### CONCLUSION

1. Check the Corps of Engineers web site for Amendments ([www.nws.usace.army.mil](http://www.nws.usace.army.mil))
2. Ensure you have completed all information required by the solicitation package and submit those items with your proposals
3. Ensure compliance with the solicitation requirements
4. Solicitation is only changed via written amendment
5. The Government intends to award on initial offers, to the firm that is technically acceptable and submitting the lowest price offer.

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