

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE J | PAGE OF PAGES 1 2 | |
|---|----------------------------------|---|--|---|--|
| 2. AMENDMENT/MODIFICATION NO. 0004 | 3. EFFECTIVE DATE 20-Oct-2004 | 4. REQUISITION/PURCHASE REQ. NO. W68MD9-4188-6686 | | 5. PROJECT NO.(If applicable) | |
| 6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 | CODE W912DW | 7. ADMINISTERED BY (If other than item 6) See Item 6 | | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | | X | 9A. AMENDMENT OF SOLICITATION NO. W912DW-04-B-0010 | |
| | | | X | 9B. DATED (SEE ITEM 11) 15-Oct-2004 | |
| | | | | 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 _____ 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.) Solicitation NO. W912DW-04-B-0010 Amendment No. R0004 Title: Various Road Improvement and Repairs at Fort Lewis, Washington <p style="text-align: center;">SEE CONTINUATION PAGE</p> | | | | | |
| 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 20-Oct-2004 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

A. The Section 00800 Special Clauses has been revised and is replaced in its entirety. Section 00800 has been revised in order to incorporate information concerning the Bid Guarantee requirements for Contract Proposal submittal and subsequent Task Orders.

B. 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 the contract whether or not changes have been indicated.

C. NOTICE TO OFFERORS: Offerors must acknowledge receipt of this amendment by number and date on Standard Form 1142, BACK, Block 19, or by telegram.

D. The closing date and time for this solicitation remains unchanged, at 2:00 P.M., Pacific Standard Time, October 28, 2004.

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

F. All other terms and conditions of this solicitation remain unchanged.

Enclosures

Revised Section 00800

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SPECIAL CLAUSES

SC-1. PURPOSE AND SCOPE.

The purpose and scope of this indefinite-delivery, indefinite-quantity (IDIQ) contract is to provide various road repairs, maintenance and minor improvements for military projects at Fort Lewis, Washington. As requirements develop, Requests for Proposals (RFP) for Task Orders will be issued on a sole source basis. Orders will be based on Technical Exhibit 3 (Work Item Price List) and the Contractor's coefficient. Task Orders will vary in size from \$2,000 - \$500,000 and can be issued by the Seattle District Contracting Officer or a Fort Lewis Ordering Officer. Orders will include tasks such as grading, drainage, asphalt paving, Portland Cement Concrete (PCC) paving, pavement markings, curbs, gutters, sidewalks, traffic control and other incidental items.

SC-2. PERIOD OF SERVICE.

Day one of this contract is the date of signature by the Contracting Officer. Contract will include a base period, not to exceed (NTE) one year and four option periods (NTE one year each), for a total contract performance period NTE five years. If capacity is fully utilized for any period before the one-year time limit, the Government may decide to exercise the next option period early. Maximum value of all work will be limited to \$3 million per contract period and \$15 million over the life of the contract. Task Order minimum and maximum limits are \$2,000 and \$500,000, respectively. The expiration or termination of the ordering period shall not affect any order issued during the effective period of this contract. Only the Contracting Officer executing these contracts and the Successor Contracting Officer has the authority to modify the term and conditions of this contract.

MINIMUM GUARANTEE:

The Contractor will be paid for services ordered and accepted in accordance with the Contract Clauses entitled, "Payments Under Fixed-Price Construction Contracts" (FAR 52.232-5) and "Prompt Payment for Construction Contracts" (FAR 52.232-27) in SECTION 00700. The Government is not obligated to fund the maximum cumulative dollar amount of this contract. Each Task Order will have funds obligated on an individual basis. The Government intends to order a minimum of two percent (2%) of the maximum possible dollar amount for the base year, and if the options years are exercised, one percent (1%) of the maximum dollar amount per each option. Should the Government fail to order this amount of services during the contract period, the Contractor may submit a claim as provided in the contract clause entitled, "Disputes" (FAR 52.233-1) of SECTION 00700. In no event will the Government's liability under this circumstance exceed two percent (2%), \$60,000, of the maximum possible dollar amount for the base year and one percent (1%), \$30,000, of the maximum possible option dollar amount if the option periods are exercised.

SC 2.1 Delivery or performance period shall be specified in each individual task order issued thereunder.

SC-3. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (FAR 52.211-10).

The Contractor will be required to (a) commence work under this Contract within 21 calendar days (mobilization period) after the date the Contractor receives the notice to proceed, (NTP) with each Task Order, (b) to prosecute the work diligently, and (c) to complete the entire work ready for use. The time stated for completion shall include final cleanup of the premises.

SC-4. RATE OF WORK: For work involving Portland Cement Concrete (PCC) paving, an additional 30 calendar days will be added. For work involving hydroseeding, the contractor will be provided an additional 30 calendar days for grass establishment. A minimum 21 -calendar days mobilization time will be granted per each task order. In the case of multiple task orders that create conflicts in priorities or completion dates, the contractor shall notify the Contracting Officer immediately of such conflicts. The Contracting Officer, at his discretion may make equitable changes in the completion dates to eliminate the conflicts.

SC-4.1 Multiple Orders: In the event of multiple task orders being issued, the periods of calendar days allowed for each task order will run concurrently with other task orders.

SC-4.2 Priority Orders: The contractor shall respond to priority orders for repair by beginning work within seven calendar days after receipt of order, verbal or written, whichever occurs first.

SC- 5 ORDERING

At the time of contract award, the Contracting Officer, Seattle District Corps of Engineers, will appoint an Ordering Officer within Public Works, Fort Lewis, Washington. The appointed officer will have limited authority to issue and administer Task Orders, but will not have authority to modify the basic contract. Additionally, the Public Works Ordering Officer will have limited authority to issue Task Orders containing non-prepriced work.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through **contract completion**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

SC-5.1 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$ 2,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$500,000**;

(2) Any order for a combination of items in excess of **\$500,000**; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **seven (7)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

SC-6 ORDERING AND PROCESSING PROCEDURES.

When the Government requires work to be ordered under this contract, the work will be ordered on a Task Order, DD Form 1155 which will authorize and list the location and specific quantities by line item of work to be

performed from Technical Exhibit 2 and unit prices from Technical Exhibit 3. For non-prepriced (NPP) work the Contracting Officer or the appointed Ordering Officer at Fort Lewis Public Works will issue a Request for Proposal (RFP).

The proposal shall be supported (at no additional cost to the Government) by necessary documentation to indicate that adequate scoping, layout, setup and planning to accomplish the work has been done. Examples of documentation that might reasonably be expected include sketches, drawings, calculations, catalog cuts and specifications produced to a level of detail and skill that could be expected of experienced, competent project managers with five or more years experience in their respective trade.

The Contracting Officer (or authorized representative) will compare the Contractor's proposed price with the Government Estimate and arrange a meeting with the Contractor, at which time the Contractor's proposal will be discussed and negotiated. All work will be completed in accordance with the specifications and contract requirements as outlined by the SOW, supplemental specifications and sketches/construction drawings that were issued with the task order.

The price established for the task order or non-prepriced item as a result of the negotiation will be the actual price for the order or item and the Contractor shall receive payment on a one job, lump sum basis for that order or item in accordance with the terms and conditions of the contract. The Contractor shall invoice only for the lump sum price of the task order or item. Each task order will authorize and list the location and description of the required work. Only the work designated in the task order is authorized to be performed.

Issuance of Orders. Upon award of a task order, (DD Form 1155) the signed copy will be mailed to the Contractor. The Contractor must sign the task order in Block 16 and return a copy to the Contracting Officer. Failure to pick up or receive mailed orders shall not relieve the Contractor of completion in accordance with the task order. The Government may provide verbal NTP with the work in advance of issuing the task order, the Notice to Proceed (NTP) may be the date the task order was signed or may be delayed (after the fact) NTP from the award date of the task order, on a case-by-case basis. The task order completion schedule shall be based on the issuance of NTP or the issuance of a verbal NTP, whichever is sooner.

Priorities and Completion. Work shall be completed by the date in Block 10 of the DD 1155 or, if indicated otherwise, in the SOW. The Contracting Officer may revise the completion dates of ongoing work or revise a sequence of priorities for completion of a series of projects.

SC-6.1 BID GUARANTEE. (FAR 52.228-1) (SEP 1996) – A bid guarantee shall be included with the initial contract proposal submittal based on the base year maximum contract capacity amount of \$3,000,000.00. This bid guarantee shall be released after the award of and the receipt and acceptance of the payment and performance bonds for the first Task Order.

Subsequent to the first Task Order a bid guarantee shall be included in each offer of \$25,000.00 or greater submitted in response to a Task Order Request for Proposal unless otherwise stated in the task order RFP.

a. Failure to furnish a bid guarantee in the proper form and amount, by the time set for submittal of offers, may be cause for rejection of the offer.

b. The Offeror shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful offerors as soon as practicable after the closing date, and (2) to the successful Offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

c. The amount of the bid guarantee shall be **20 percent of the offer price or \$3 million**, whichever is less.

d. If the successful Offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 5 calendar days after receipt of the forms by the Offeror, the Contracting Officer may terminate the contract for default.

e. In the event the contract is terminated for default, the Offeror is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

SC-7 Coefficient: The Contractor's coefficient shall include all contractor costs in addition to the prepriced unit prices in the Work Item Price List at Technical Exhibit 3 (TE3, Section 00801). The coefficient is a numerical factor that represents contractor costs (indirect and direct costs) and profit in addition to the prices at Section 00801. The coefficient is proposed by offerors as a percentage increase, (e.g., 1.10) or decrease (e.g., 0.95) to the Technical Exhibit prices, in association with performance of a Task Order. The coefficient proposed and accepted is incorporated in the contract and used in establishing the price for Task Orders. The contractor's coefficients must contain all contractor costs including, but not limited to, profit; sales tax; use tax; overhead (both home office and field overhead); labor burden; bonding costs; insurance; unit prices in Section 00801; general and administrative expenses; subcontractor mark-up; contingencies, other costs due to the geographical location of the work, mobilization/demobilization; compliance with environmental laws; permits; preparation of reports, correspondence, submittals, and documentation required by law or the contract; protection of and/or moving Government property; interface with Government representatives; and coordination with occupants and other contractors. As stated above, the coefficient must include any adjustments to the prices in TE3. The prices in TE3 are the prices the Government has determined it will pay for the listed work items. The Government does not guarantee or warrant that the contractor can perform the work for the listed prices. If it costs the contractor more than the prices in TE3 to perform the work, the contractor must include such additional costs in its coefficients.

SC-7.1 COEFFICIENT FACTOR FOR OPTION YEARS.

Adjustment to the base year coefficient factors for option years, for construction services, will be in accordance with the following formula:

$pl = p \times f$ where: pl = New Coefficient Factor
 p = Coefficient Factor for Initial Year of Contract
 f = Index Factor

The Index Factor f , shall be computed according to the following equation:

$CCI-C \text{ times } f = CCI-B$ where: CCI-C is the Construction Cost Index for the month in which the option year is exercised for which f is computed, as published by the ENR (formerly called the Engineering News Record), and CCI-B is the base reference and is the CCI for the month in which the base year contract is awarded.

Notes: If the ENR were to change the index base year(s), the base reference used herein will be adjusted to accommodate the new CCI(s). In computing f , the CCI-C may be located on the "Market Trends" page of the ENR issue current at the time that the option year is exercised. If the CCI-C ceases to be published, the parties will agree on substitute indices to be used and the contract modified accordingly. Coefficients will not be adjusted for any other changes or circumstances encountered during the life of the contract.

When it is determined that a task order requires modification, the Contractor shall calculate his proposal using the same coefficient that was used in calculating the basic task order, regardless of the date of the modification. New Davis-Bacon wage rates will be incorporated with the exercise of an option year. SC-7.1

SC-8 CONTRACT ADMINISTRATION

Public Works, Fort Lewis will scope, negotiate, award and administer task orders and modifications that are issued by their office. For task orders issued and administered by the Corps of Engineers, the following procedures will be implemented:

(a) The Corps of Engineers' Ft. Lewis Area Office will administer task orders for locations at Fort Lewis with the exception of PW's task orders. An Administrative Contracting Officer (ACO) within the Fort Lewis Area

Office will be appointed and will have the authority to administer task orders as well as to scope, negotiate, award and administer modifications to task orders.

- (b) In some circumstances, the Corps of Engineers Fort Lewis Area Office may administer task orders scoped and negotiated by Public Works, Fort Lewis.

SC-9. LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000) (FAR 52.211-12)

If the Contractor fails to complete the work within the time specified in the task order, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of \$183.74 for each calendar day exceeding the specified performance period for any task order until the work is completed or accepted. Separate additional liquidated damages may be specified in an individual task order. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

SC-10. 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 task order 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-11. 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-12. 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-12.1 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) Vessel liability. When Contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

(6) 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-13. 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 25 percent (25%) 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-14. 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-15. **SUSTAINABLE DESIGN:** Sustainable Design (Green Design) uses an integrated design approach emphasizing environmental stewardship, especially energy and water conservation and efficiency; use of recovered and recycled materials; waste reduction; reduction or elimination of toxic and harmful substances in facilities construction and operation; efficiency in resource and materials utilization; and development of healthy, safe and productive work environments. The Contractor shall consider sustainable design an important part of his responsibilities and shall comply with the requirements to the maximum possible extent.

SC-16. **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.

SC-17. **IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984) (FAR 52.245-3):** No Government-Furnished Property (GFP) is anticipated in this Contract. Should GFP be identified in an individual Task Order, the Government will furnish to the Contractor the property identified in the task order to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished to the Contractor at the place designated by the Contracting Officer. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the job site at its own expense. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract. Coordinate delivery site location for Government Furnished Property with the Contracting Officer.

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

(a) The Government will provide to the Contractor, without charge, one set of contract 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 specifications furnished immediately upon receipt;
- (2) Promptly notify the Contracting Officer of any discrepancies;
- (3) Be responsible for any errors which might have been avoided by complying with this

paragraph (b); and

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

(c) Omissions from the 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 specifications.

(d) The work shall conform to the specifications, or to the manufacturer's instructions provided with the product being installed, as applicable.

SC-19 **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 Oregon, Washington & Idaho,

IV Montana. 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, 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/ep.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. To purchase the CD-ROM publication from the U. S. Government Online Bookstore, you can access the Internet at <http://bookstore.gpo.gov/>. For additional information, call a Government Printing Office Contact Center Representative, toll-free, at (866) 512-1800, or e-mail a representative at: orders@gpo.gov.

APPENDIX R

PART 247 - COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) FOR PRODUCTS CONTAINING RECOVERED MATERIALS

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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.

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).

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 ash 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.

REFERENCE DRAWINGS

Reference drawings provided show conditions at time of construction. These drawings are furnished for information only and the Government does not warrant that conditions will be exactly as shown. Minor deviations can be anticipated and shall not be the basis for a claim for extra compensation. All drawings can be found at Fort Lewis Public Works Design Standards website at <http://designstandards.lewis.army.mil> .

| DRAWING NUMBER | SHEET NUMBER | PLATE NUMBER | TITLE | REVISION NUMBER | DATE |
|----------------------------|--------------|--------------|---|-----------------|----------|
| 2683-L Standard Details | 1 of 8 | G-1 | Vicinity Map | | Mar 2004 |
| | | R-1 | Double Bituminous Surface Treatment Section | | Apr 1997 |
| | | R-2 | Asphalt Concrete Pavement Section | | Apr 1997 |
| | | R-10 | Typical Pavement/Utility Patch | | Apr 1997 |
| | | R-11 | Typical A.C. Sidewalk Patch | | Apr 1997 |
| | | R-12 | Typical Pavement Repair Detail | | Apr 1997 |
| | | R-13 | Integral PCC Curb and Gutter Detail | | Apr 1997 |
| | | R-14 | PCC Barrier Curb Detail | | Apr 1997 |
| | | R-16 | Precast PCC Curb Bumper & Attachment Detail | | Apr 1997 |
| | | R-17 | Bollard Detail | | Apr 1997 |
| | | R-28 | Turn Arrow Details | | Apr 1997 |
| | | R-31 | Handicap Sign & Marking | | Apr 1997 |

END OF SECTION