

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 25-Nov-2003	4. REQUISITION/PURCHASE REQ. NO. W68MD9-3233-0061		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-R-0001	
			X	9B. DATED (SEE ITEM 11) 07-Nov-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>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
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.) This amendment is issued to provide drawings and revise Section 00110. RFP No. W912DW-04-R-0001 A/DACG Deployment Facility Expansion McChord AFB, WA Furnish all labor, materials and equipment to perform all work for "A/DACG Deployment Facility Expansion, McChord AFB, WA in accordance with the attached contract clauses, special clauses, technical specifications and drawings. 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 25-Nov-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:CONT. SHEET SF 30

Cont. Sheet SF 30

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

1. Replace Section 00110 in its entirety.
2. Replace the drawing index of Special Clauses - Section 00800
3. Insert Drawing Sheets 47, 48 and 49 (Dwg revision date: 24NOV03)

B. 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.

C. THE PROPOSAL DUE DATE AND TIME HAS NOT BEEN CHANGED, 2:00 PM (PDT), December 8, 2003.

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

E. 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. Section 00110

New Section 00800

Drawings Sheets 47, 48 and 49

**SECTION 00110
PROPOSAL SUBMISSION AND EVALUATION****1. INTRODUCTION.**

1.1. Your firm is invited to submit a proposal in response to Request for Proposal No. **W912DW-04-R-0001** entitled "**A/DACG Deployment Facility Expansion, McChord AFB, WA.**" Prospective offerors are required to prepare and submit proposals that will be evaluated in accordance with this section of the solicitation. In accordance with Federal Acquisition Regulations (FAR), Part 15.101-2, proposals will be evaluated using the lowest price technically acceptable source selection process. The evaluation process will be to first determine those proposals that are technically acceptable and then from those proposals determine which firm is the lowest price. The firm offering the **lowest price technically acceptable offer will be awarded the contract.**

1.2. Project Description The project consists of, but is not limited to, the following: improvements to an existing facility to include adding approximately 3,760 square feet (SF) of living space; a new 5,000 SF covered high-dock pallet storage area; a 1,250 SF covered high-dock for ammunition storage; a vehicle inspection canopy; a 225 SF guard station; and an 880 SF covered baggage area.

2. EVALUATION FACTORS.**2.1. Technical Evaluation Factors.**

2.1.1. The technical evaluation factors identified below will be evaluated on an ACCEPTABLE/NON-ACCEPTABLE basis only:

2.1.1.1. Relevant Experience of the Prime Firm

2.1.1.2. Qualifications of Key Team Members

2.1.1.3. Past Performance

2.2. Basis of the source selection evaluation - This Section establishes the method to be implemented with regard to the evaluation of the proposals. Evaluation is to be based exclusively on the merits and contents of the proposal and any subsequent discussions required. Technical Proposals will be evaluated on an **ACCEPTABLE** or **NON-ACCEPTABLE** basis only. Offerors not meeting the minimum requirements of ***all*** technical evaluation factors shall be determined to be **NON-ACCEPTABLE** and will not be considered for award. Proposals must set forth full, accurate, and complete information as required by this RFP. Absence of information will be deemed as if no support for that factor was provided and will be rated as Non-Acceptable. Award will be made to the lowest price technically acceptable offeror.

2.2.1. Technical Evaluation Ratings - Definitions

2.2.1.1. Acceptable: An acceptable rating indicates that the offeror has provided sufficient information to meet the minimum qualifications/standards described in the technical evaluation factor.

2.2.1.2. 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.

3. GENERAL SUBMITTAL REQUIREMENTS.

3.1. Proposals shall be submitted in two parts: (a) **technical proposal**, and (b) **price proposal**. Each shall be submitted in a separate envelope or package with the type of proposal (i.e., technical or price) clearly printed on the outside of the envelope or package. The maximum number of pages in the technical proposal should not exceed 60 one-sided pages with a font size no smaller than 10 point. Offerors submitting proposals should limit submission to data essential for evaluation of proposals so that a minimum of time and moneys are expended in preparing information required by the RFP. Proposals are to be on 8 ½ x 11-inch paper, to the maximum extent practicable, and submitted in standard letter (8½ x 11-inch) hardback loose-leaf binders. Contents of binders shall be tabbed and labeled to afford easy identification from the proposal Table of Contents. No material shall be incorporated by reference or reiteration of the RFP. Any such material will not be considered for evaluation. It shall be presented in a manner, which allows it to "STAND ALONE" without need for evaluators to reference other documents. Table of Contents, Index Tabs, and Photographs **will not** be considered a page. Unnecessarily elaborate brochures or other presentation materials beyond those sufficient to present complete and effective responses are not desired and may be construed as an indication of the Offeror's lack of cost-consciousness. Penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

4. MINIMUM SUBMITTAL REQUIREMENTS

4.1. Relevant experience of the prime firm. The Offeror shall submit descriptions of three (3) projects demonstrating relevant experience. "Relevant experience" is *defined as* experience that is similar in scope, size, cost (~~projects over \$1,000,000~~), and complexity. ~~such as constructing warehouses, industrial vehicle parking canopies, ammunition storage facilities, and freight terminal construction/renovation for either civilian or military use.~~ Only those projects for which the Offeror was the Prime Contractor and were **completed** within the past ten (10) years should be submitted. The projects selected should clearly demonstrate the construction capabilities of the Offeror. As a minimum, for each project listed, provide:

- 4.1.1. Project title and location
- 4.1.2. Dollar value of construction
- 4.1.3. Construction period (month/year start to month/year end)
- 4.1.4. Description of the project scope of work
- 4.1.5. Brief description of how the project is relevant, and meets the requirements of this RFP project.

~~4.1.5.1. Scope—types of buildings constructed, number of facilities, operational airfield.~~

~~4.1.5.2. Size~~

~~4.1.5.3. Complexity—ensuring all services remained in operation, active airfield.~~

4.1.6. Current primary point of contact for the customer (name, relationship to project, agency/firm affiliation, city and state, phone number).

4.2. Qualifications of key team members. The Offeror should submit the names and résumés for key construction personnel that will be assigned to this project. In addition, the Offeror will provide a concise summary of the duties and responsibilities for each of the proposed individuals which clearly indicates separate duties and responsibilities for each of the following positions; Project Superintendent, Project Manager, and Contractor Quality Control (CQC) System Manager. The proposal should clearly present the separate credentials for each position of each person performing the duties of the position to which they are identified. Resumes should include examples of project experience, not to exceed three (3) examples, and educational qualifications, if applicable. It is expected that the key individuals in your proposal will be the individuals who perform work under the contract.

The contracting officer must approve substitute personnel. Resumes should be no more than two (2) pages per individual and submitted in a format similar to the one below: As a minimum, this factor should include data on the following personnel:

4.2.1. Project Superintendent: The Project Superintendent shall have no less than 5 years experience managing a minimum of three (3) projects as a project superintendent on construction projects of similar scope, size and complexity ~~(See paragraph 4.1 for definitions.)~~. The experience must demonstrate construction knowledge and ability to manage construction of multiple buildings/work sites and be consistent with the type of construction provided for in this solicitation.

4.2.2. Project Manager: The Project Manager shall have a baccalaureate degree in a relevant field such as engineering, architecture or construction management and experience managing a minimum of three (3) projects that demonstrates the ability to construct projects similar in scope, cost and complexity ~~(See paragraph 4.1 for definitions.)~~ to this solicitation **or** a person in the construction field with a minimum of 10 years as a project manager on projects of the same scope, size and complexity of this contract.

4.2.3. CQC System Manager: The CQC (Contractor Quality Control) System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar in scope, cost and complexity to this solicitation ~~(See paragraph 4.1 for definitions.)~~ **or** a construction person with a minimum of 10 years in related work. Experience must have occurred with the past 10 years.

4.2. Resume Format For Key Team Members. Resumes should be no more than two (2) pages per individual and submitted in a format similar to the one below:

RESUME FORMAT***Name and Title***

- 1. Proposed Duties/Functions for this project***
- 2. Firm Affiliation and Years Affiliated***
- 3. Years of Experience performing duties/functions as proposed for this project.***
- 4. Education – School attended, Degree, Certification, Year, and Specialization***
- 5. List Active Registrations (Professional or Technical Licenses/Certifications)***
- 6. Describe Specific Qualifications for this project***
- 7. List Projects worked on to Include:***
 - Project Title & Location***
 - Scope, Size and Complexity***
 - Duties/Functions***
 - Date of project***
- 8. Demonstrate how each project submitted is relevant to the project to be constructed under this solicitation.***

4.3. Past Performance of the Prime. Past performance of the prime contractor will be evaluated using the CCASS database. All performance ratings for the past 10 years shall be considered. If an offeror does not have past performance available in CCASS or wishes to augment the CCASS system ratings, the offerors may ask customers to submit the Customer Satisfaction Survey found at the end of this section. For each project constructed for Private Industry, provide a completed Customer Satisfaction Survey for each applicable project within the last 10 years. All Customer Satisfaction Surveys must be submitted to the Government from the customer or agency that is providing the information. Further instructions are found at the top of the Customer Satisfaction Survey. It is requested that only relevant projects be included. A relevant project is one of the same scope, cost and complexity as this solicitation. Should the offerors want to review the CCASS ratings contained in the Corps of Engineers CCASS Database, they may request the information by fax on company letterhead at the following tele-fax number: (503) 808-4596. The Government reserves the right to contact the evaluator on previous Government or Private Sector work to verify the Offeror's construction experience. In the case of an offeror without a record of past performance or for whom information on past performance is not available, the offeror **may not be evaluated as favorable or unfavorable** on past performance (See FAR 15.305(a)(2)(iv)). An overall rating of satisfactory or above on CCASS performance evaluations and an overall acceptable rating on Customer Satisfaction Surveys will be given an acceptable rating.

4.3.1. Offeror Submitted Surveys. Surveys submitted directly by the offeror may not be considered. Please ensure envelopes containing surveys being submitted to this office do not contain the offeror's return address.

4.3.2 As a maximum, no more than five (5) customer satisfaction surveys will be considered for the prime firm (i.e., the firm signing the Standard Form 1442, Solicitation, Offer and Award) for work not listed (i.e. civilian projects) in the

Government CCASS system. Work must have been completed within the past ten years

5. PROPOSAL CONTENTS/FORMAT.

5.1. Technical Proposal Format. As a minimum, each copy of the technical proposal should contain the information and follow the general format specified below. Pages should be numbered from beginning to end, without repeating for new sections.

5.2. Technical Proposal Format- Five (5) sets of the technical proposal are required, original plus four (4) copies

TECHNICAL PROPOSAL FORMAT

1. ***Technical Proposal Cover Letter, to include:***
 - a. ***Solicitation Number***
 - b. ***Name, address, and telephone and facsimile numbers of the Offeror (and electronic address, if available)***
 - c. ***A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item***
 - d. ***Name, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation***
 - e. ***Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.***
 - f. ***Table of Contents. List all sections for the technical proposal. Any future amendments, additions and/or revisions to proposal shall include updated Table of Contents for each set.***
2. ***Relevant Experience data***
3. ***Qualifications of key team members.***
4. ***Past Performance data.***

5.3. Price Proposal Format. The price proposal shall be submitted in an **ORIGINAL plus 1 copy** and must be signed by an official authorized to bind your firm. Note that Standard Form 1442, Block 13D, provides the number of calendar days after the date of the offer for which the proposal is firm. The price proposal, to be submitted at the same time as the technical proposal and should include:

- *SF 1442, Solicitation, Offer and Award and Award and Corporate certificate*
- *Acknowledge all amendments by number and date in Block 19 on SF 1442 (BACK)*
- *Pricing Schedule*
- *Section 00600, Representation, Certifications and Other Statements of Offerors and Pre-award Information*
- *Banking and Bonding information*
- *Bid Bond*
- *Subcontracting plan (large business only)*

5.4. Additional Instructions.

5.4.1. Small Business Subcontracting - Plan Offerors must submit pricing for all items in the Bid Schedule. In addition, **large businesses are required to submit a subcontracting plan** (See FAR Clause 52.219-9 Alt II, Small Business Subcontracting Plan, Jan 2002) with initial price proposals. Award will not be made under this solicitation without an approved subcontracting plan. (See the "Notice to Large Business Firms" located in the front of this solicitation.) Provide the name, point of contact, phone number, and address for the bank and bonding company of the firm signing the SF 1442.

5.4.2. Bid Bonds - Bid Bonds must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity.

6. PROPOSAL EVALUATIONS AND AWARD. A firm fixed-price contract will be awarded to one firm submitting the proposal that:

6.1. Conforms to this request for proposals (RFP),

6.2. Is the technically acceptable, lowest price offer, and

6.3. Is determined to be in the best interest of the Government.

6.4. To be considered for award, proposals shall conform to the terms and conditions contained in the RFP. No proposal shall be accepted that does not address **all** factors specified in this solicitation or which includes stipulations or qualifying conditions.

6.5. Price. 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.

6.6. Award. It is the intent of the Government to make award based upon the lowest price technically acceptable initial offer, without further discussions or additional information. Therefore, proposals shall be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume you will be afforded the opportunity to clarify, discuss or revise your proposal. If award is not made on initial offers, discussion will be conducted as described below.

6.7. Competitive Range. (FAR 15.306(c))

6.7.1. 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.

6.7.2. 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.

7. DEBRIEFINGS.

7.1 Pre-award. Offerors excluded from the competition before award will receive a notice and may request a debriefing before award by submitting a written request for a debriefing to the Contracting Officer within three (3) days after receipt of the notice of exclusion from the competition.

7.2 Post-award. Unsuccessful Offerors shall request post-award debriefing within three (3) days after the date on which the offeror received notification of contract award. Point-by-point comparisons with other offerors' proposals **will not** be made, and debriefings **will not** reveal any information that is not releasable under the Freedom of Information Act.

8. PROPOSAL EXPENSES AND PRECONTRACT COSTS PROPOSAL EXPENSES AND PRECONTRACT COSTS: This RFP does not commit the Government to pay costs incurred in preparation and submission of the initial and any subsequent proposals or any other costs incurred prior to execution of a formal contract.

**END OF SECTION 00110 -
SEE CUSTOMER SATISFACTION SURVEY
FOLLOWING THIS PAGE**

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SECTION 00800

SPECIAL CLAUSES

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

The Contractor shall be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 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 DELETED

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

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$948.00 for each day of delay until the work is completed or accepted.

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

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

SC-4 DELETED.

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

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

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

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

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

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

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

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

(2) General Liability.

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

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

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment,

storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6 DELETED.

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

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

(a) Physical Conditions: 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. RESERVED

SC-12 AND SC-13 DELETED.

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

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

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

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

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

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials

delivered off-site is limited to the following items: Any other construction material stored offsite may be considered in determining the amount of a progress payment.

SC-16 AND SC-17 DELETED.

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

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

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

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

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

(c) In general--

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

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

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

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

SC-19 THROUGH SC-21 DELETED.

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

SC-23. RECOVERED MATERIALS: The Corps of Engineers encourages all bidders to utilize recovered materials to the maximum extent practicable. The

attached APPENDIX R contains procurement guidelines for products containing recovered materials.

APPENDIX R

PART 247 - COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS

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

Subpart B-Item Designations

§ 247.10 Paper and paper products.

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

§ 247.11 Vehicular products.

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

247.12 Construction products.

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

- (2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood and metal surfaces.

§247.13 Transportation products.

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

§ 247.14 Park and recreation products

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

247.15 Landscaping products.

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

§ 247.16 Non-paper office product.

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

§ 247.17 Miscellaneous products.

Pallets containing recovered wood, plastic, or paperboard.

INDEX OF DRAWINGS

A/DACG-OPS Deployment Facility Expansion
McChord AFB, WA

FY 04 MCA PN 54765
File No. 226s/141-32-05

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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.

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	1	Hard Hat Sign	10SEP90

END OF SECTION