

| | | | | |
|---|---|--|-------------------------------|--------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. W91SMC-09-B-0001-0002 | 2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 17-Mar-2009 | PAGE OF PAGES 1 OF 34 |
| | IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. | | | |

| | | |
|-------------------------------------|---|-------------------------------|
| 4. CONTRACT NO. W91SMC-09-C-0003 | 5. REQUISITION/PURCHASE REQUEST NO. F8P3SR9008A001 | 6. PROJECT NO. JLQN 002025 |
|-------------------------------------|---|-------------------------------|

| | | |
|---|----------------|--|
| 7. ISSUED BY USPFO-IL - 182AW/BASE CONTRACTING OFFICE 2416 S FALCON BLVD PEORIA IL 61607-5023 TEL: 309-633-5204 FAX: 309-633-5539 | CODE W91SMC | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX: |
|---|----------------|--|

| | | |
|--------------------------|----------------------------|--|
| 9. FOR INFORMATION CALL: | A. NAME MELISSA J GRICE | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 309-633-5707 |
|--------------------------|----------------------------|--|

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*
 Repair Base Roads 182AW
 CONSTRUCTION CONTRACT for Project JLQN002025, Repair Base Roads at 182 Airlift Wing, Peoria, Illinois.

Work shall be performed in accordance with the plans and specifications. This project is being solicited as a TOTAL SMALL BUSINESS SET-ASIDE. The North American Industry Classification System (NAICS) Code is 237310, and the Small Business Size Standard is: \$33.5 Million in average annual receipts for the past three years. Notice of Price Evaluation Preference for HUBZone Small Business Concerns in accordance with FAR 52.219-4 is applicable. Construction project magnitude is between \$1 to \$5 Million. Persons who intend to submit a bid are strongly encouraged to attend the site visit. See Section 00100 for location and date. All documents for this solicitation will be posted at <http://www.nationalguardcontracting.org/Ebs/AdvertisedSolicitations.asp>, with the exception of the Plans and Specifications. The plans and specifications will be available only from the Federal Technical Data Solution (FedTeDS) website at <https://www.fedteds.gov>. Contractors should check the above website frequently for updates to this solicitation.

11. The Contractor shall begin performance within 10 calendar days and complete it within 210 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

| | |
|--|--------------------------|
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12B. CALENDAR DAYS 10 |
|--|--------------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 01:00 PM (hour) local time 09 Mar 2009 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
 ORDAZ CONSTRUCTION COMPANY INC
 LIZ MERCER
 ADDRESS UNKNOWN
 WYOMING IL 61491-0000

15. TELEPHONE NO. *(Include area code)*
 309-693-3338

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE
1KTV4

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
 OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT

\$4,113,733.00

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified) 2

ITEM
Block 27

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

See Item 7

27. PAYMENT WILL BE MADE BY:

CODE

F67100

DFAS-LIMESTONE
 DFAS-LI - WAWF F67100
 DFAS-BASSD/CC
 PO BOX 369020
 COLUMBUS OH 43236-9024

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

REF: OFFER DATED 9 MARCH 2009

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

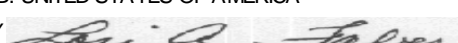
31A. NAME OF CONTRACTING OFFICER *(Type or print)*
 LORI A. FABER / CONTRACTING OFFICER

30B. SIGNATURE

30C. DATE

TEL: 309-633-5204

EMAIL: lori.faber@ilpeor.ang.af.mil

31B. UNITED STATES OF AMERICA
 BY 

31C. AWARD DATE
 08-Apr-2009

Section 00010 - Solicitation Contract Form

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|----------------|----------------|
| 0001 | BASE BID FFP | 1 | Lump Sum | \$2,739,086.00 | \$2,739,086.00 |
| | FFP Provide all plant, labor, materials, equipment, and supervision necessary to Repair Base Roads in accordance with plans, specifications, and contract documents. Reference plans G1.3, G1.8, C1.1, C1.2, C1.3, C1.4, C1.5, C1.6, C1.7, C1.8, C2.1, C2.2, C2.3, C2.4, C2.5, C2.7, C2.9, C2.12, C2.13. FOB: Destination NSN: Y222-09-SVS-0001 PURCHASE REQUEST NUMBER: F8P3SR9008A001 SIGNAL CODE: A | | | | |
| | | | | NET AMT | \$2,739,086.00 |
| | ACRN AA CIN: F8P3SR9008A0010000AA | | | | \$2,739,086.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|---|----------|----------|--------------|--------------|
| 0002 | ABI 001 - Option No.7 FFP | 1 | Lump Sum | \$178,764.00 | \$178,764.00 |
| EXERCISED OPTION | FFP Provide all plant, labor, materials, equipment, and supervision necessary to repair Option No.7 in accordance with plans, specifications, drawings, and contract documents. Reference plans G1.3, G1.8, C2.9, C3.9. FOB: Destination NSN: Y222-09-SVS-0001 PURCHASE REQUEST NUMBER: F8P3SR9008A001 SIGNAL CODE: A | | | | |
| | | | | NET AMT | \$178,764.00 |
| | ACRN AA CIN: F8P3SR9008A0010000AA | | | | \$178,764.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | |
|---------------------------|---|----------|----------|-------------|-------------|-------------|
| 0003 | | 1 | Lump Sum | \$83,096.00 | \$83,096.00 | |
| EXERCISED OPTION | ABI 002 - Option No.8 FFP FFP Provide all plant, labor, materials, equipment, and supervision necessary to repair Option No.8 in accordance with plans, specifications, drawings, and contract documents. Reference plans G1.3, G1.8, C2.10, C3.10. FOB: Destination NSN: Y222-09-SVS-0001 PURCHASE REQUEST NUMBER: F8P3SR9008A001 SIGNAL CODE: A | | | | | |
| | | | | | NET AMT | \$83,096.00 |
| ACRN AA | | | | | | \$83,096.00 |
| CIN: F8P3SR9008A0010000AA | | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | |
|---------------------------|---|----------|----------|-------------|-------------|-------------|
| 0004 | | 1 | Lump Sum | \$79,769.00 | \$79,769.00 | |
| EXERCISED OPTION | ABI 003 - Option No.4 FFP FFP Provide all plant, labor, materials, equipment, and supervision necessary to repair Option No.4 in accordance with plans, specifications, drawings, and contract documents. Reference plans G1.3, G1.8, C2.6, C3.6. FOB: Destination NSN: Y222-09-SVS-0001 PURCHASE REQUEST NUMBER: F8P3SR9008A001 SIGNAL CODE: A | | | | | |
| | | | | | NET AMT | \$79,769.00 |
| ACRN AA | | | | | | \$79,769.00 |
| CIN: F8P3SR9008A0010000AA | | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|----------|------------|--------|
| 0005 OPTION | ABI 004 - All remaining options FFP FFP Provide all plant, labor, materials, equipment, and supervision necessary to repair all remaining options (1, 2, 3, 5, 6, 9, 10, 11, 12, 13, 14, 15 & 16) in accordance with plans, specifications, drawings, and contract documents. Reference plans G1.3, G1.8, C1.8, C1.9, C1.10, C2.3, C2.5, C2.8, C2.11, C2.12, C2.13, C2.14, C2.15, C3.3, C3.5, C3.8, C3.11, C3.12, C3.13, C3.14, C3.15, C4.9, C4.10, E3.1, E3.4. FOB: Destination NSN: Y222-09-SVS-0001 SIGNAL CODE: A | | Lump Sum | | \$0.00 |
| NET AMT | | | | | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--------------------------------------|--|----------|----------|-------------|-------------|
| 0005AA | ABI 004 FFP Sub Line Items are for accounting purposes only. FOB: Destination NSN: Y222-09-SVS-0001 PURCHASE REQUEST NUMBER: F8P3SR9008A001 SIGNAL CODE: A | 1 | Lump Sum | \$33,018.00 | \$33,018.00 |
| NET AMT | | | | | \$33,018.00 |
| ACRN AA CIN: F8P3SR9008A0010000AA | | | | | \$33,018.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|--------------|---------------------------|
| 0005AB | ABI 004 FFP Sub Line Items are for accounting purposes only. FOB: Destination NSN: Y222-09-SVS-0001 PURCHASE REQUEST NUMBER: F8P3SR9008A001 SIGNAL CODE: A | 1 | Lump Sum | \$750,000.00 | \$750,000.00 |
| | | | | | NET AMT |
| | | | | | \$750,000.00 |
| | | | | | ACRN AB |
| | | | | | CIN: F8P3SR9008A0010000AB |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|--------------|---------------------------|
| 0005AC | ABI 004 FFP Sub Line Items are for accounting purposes only. FOB: Destination NSN: Y222-09-SVS-0001 PURCHASE REQUEST NUMBER: F8P3SR9008A001 SIGNAL CODE: A | 1 | Lump Sum | \$250,000.00 | \$250,000.00 |
| | | | | | NET AMT |
| | | | | | \$250,000.00 |
| | | | | | ACRN AC |
| | | | | | CIN: F8P3SR9008A0010000AC |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|------------|------------|-----------|------------|
| 0001 | N/A | N/A | N/A | Government |

| | | | | |
|--------|-----|-----|-----|------------|
| 0002 | N/A | N/A | N/A | Government |
| 0003 | N/A | N/A | N/A | Government |
| 0004 | N/A | N/A | N/A | Government |
| 0005 | N/A | N/A | N/A | Government |
| 0005AA | N/A | N/A | N/A | Government |
| 0005AB | N/A | N/A | N/A | Government |
| 0005AC | N/A | N/A | N/A | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|----------------|----------|--|--------|
| 0001 | 325 dys. AFATA | 1 | 182 SUSTAINMENT & RESTORATION (F8P3SR) MINDY LEACH 6915 W SMITHVILLE RD, BLDG 528 PEORIA IL 61607-5023 309-633-5269 FOB: Destination | F8P3SR |
| 0002 | 325 dys. AFATA | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | F8P3SR |
| 0003 | 325 dys. AFATA | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | F8P3SR |
| 0004 | 325 dys. AFATA | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | F8P3SR |
| 0005 | 325 dys. AFATA | | N/A FOB: Destination | |
| 0005AA | 325 dys. AFATA | 1 | 182 SUSTAINMENT & RESTORATION (F8P3SR) MINDY LEACH 6915 W SMITHVILLE RD, BLDG 528 PEORIA IL 61607-5023 309-633-5269 FOB: Destination | F8P3SR |
| 0005AB | 325 dys. AFATA | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | F8P3SR |
| 0005AC | 325 dys. AFATA | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | F8P3SR |

SECTION 00010 - Solicitation Contract Form

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SOLICITATION, OFFER, AND AWARD SF 1442 and SF 1442 BACK
 SECTION 00010 - BID SCHEDULE, NOTES
 SECTION 00100 - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
 SECTION 00600 – REPRESENTATIONS & CERTIFICATIONS*
 SECTION 00700 - CONTRACT CLAUSES
 SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

* Note that as of 01 January 2005, offerors are now required to use Online Representations and Certifications (ORCA), and to update them annually. The website for ORCA is <http://orca.bpn.gov>. This is in addition to filling in the Representations & Certifications in Section 00600.

ATTACHMENT 1 – PLANS AND SPECIFICATIONS Dated December 2008
 ATTACHMENT 2 – Questions with answers as of 12 February 2009
 ATTACHMENT 3 – Questions with answers as of 26 February 2009

SECTION 00010 NOTES

NOTES

1. A complete bid package must contain the following: Offer, Standard Form (SF) 1442, Section 00010 Line Items and Section 00600, Representations and Certifications, completed in their entirety, and a valid Bid Bond. In addition, the offeror must have entered current and complete data within the past year in Online Representations and Certifications (ORCA), is <http://orca.bpn.gov>. When completing the “Offeror” portion of the SF 1442 (Blocks 14 – 20), an official having the authority to contractually bind the company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF1442 is required to have an original signature. All amendments to the solicitation must be acknowledged. Mark the front of the envelope with the following: “BID No. W91SMC-09-B-0001”, and the Name and Address of Bidder. See Block 13A of SF 1442 for required number of copies.
2. All questions and requests for information regarding this Invitation For Bids (IFB) must be received NOT LATER THAN **20 FEBRUARY 2009** in writing, in order to minimize the need to extend the bid opening date. Questions may be emailed to MSC.182AW@ILPEOR.ANG.AF.MIL. See Section 00100 for more information.
3. Offeror’s attention is invited to the insurance requirement contained in this solicitation (Contract Clause FAR 52.228-5). Certification of the required coverage for the prime contractor shall be furnished prior to beginning work on this contract, and the Contracting Officer may request evidence of the required insurance at any time during the life the contract.
4. Solicitations issued with a DRAFT WATERMARK on the SF 1442 and SF 1442 Back Page will be replaced with NON DRAFT WATERMARK forms by amendment prior to closing date.
5. Reference Contract Clause 252.236-7008, CONTRACT PRICES – BIDDING SCHEDULES (DEC 1991). The prices shown in the Bidding Schedule must reflect ALL costs involved in performing the work, as described in the plans and specifications.

6. The term "Bidding Schedule" shall also be construed to mean "Offer Schedule" or "Schedule". The terms "bid" and "offer", and "bidder" and "offeror" shall be construed as having the same meaning in this solicitation and resulting contract.

7. All information relating to this IFB, including pertinent changes/amendments and information will be posted on web site: <http://www.nationalguardcontracting.org/Ebs/AdvertisedSolicitations.asp>. For security reasons, all potential offerors, plan rooms and printing companies are required to register in the Central Contractor Registration (CCR), <http://www.ccr.gov>, and the Federal Technical Data Solution (FedTeDS), <http://www.fedteds.gov> OR <https://www.fbo.gov> in order to view or download the plans or drawings from the web site. A link to this site can be found under Plans at the solicitation website.

8. Facsimile transmission of bid is not authorized.

9. Plans for this project will not be available at the EBS web site, they will only be available at the Federal Technical Data Solution (FedTeDS), <http://www.fedteds.gov> OR the Federal Business Opportunities (FedBizOpps), <https://www.fbo.gov>. No hard copies or CDs will be distributed.

10. Offerors' attention is directed to the specification requirements for Permits. The contractor will be responsible for obtaining a Stormwater permit and a NPDES permit and all other permits that apply in accordance with the contract documents. Work for which the permit is required cannot be accomplished until a valid permit is issued and submitted to the contracting officer. Permits may be obtained from:

Peoria County Erosion, Sediment and Storm Water Control Permit Peoria County Dept of Planning and Zoning
324 Main St
Peoria, IL 61602
309-672-6915
<http://www.peoriacounty.org/planningAndZoning/files/show/Commercial%20Permit%20Forms>

Storm Water NPDES Permit
Illinois Environmental Protection Agency
1021 N Grand Ave East
PO Box 19276
Springfield, IL 62794-9276
217-782-3397
<http://www.epa.state.il.us/water/permits/storm-water/construction.html>

11. CLINS 0002 through 0005 are additive or deductive bid items. The Government may award any combination of line items. The low bidder will be determined in accordance with the procedure described in DFARS Provision 252.236-7007, Additive or Deductive Items, in Section 00100.

12. Significant Liquidated Damages (see FAR Clause 52.211-12) apply for exceeding the 210 day contract (Base Bid) performance period. Offeror's attention is directed to performance period requirements in the specifications.

End of Section 00010 word document

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|--|----------|
| 52.202-1 | Definitions | JUL 2004 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | SEP 2007 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.204-7 | Central Contractor Registration | APR 2008 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | SEP 2006 |
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.214-26 | Audit and Records--Sealed Bidding | OCT 1997 |
| 52.214-27 | Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding | OCT 1997 |
| 52.214-28 | Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding | OCT 1997 |
| 52.219-6 | Notice Of Total Small Business Set-Aside | JUN 2003 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |
| 52.219-9 Alt I | Small Business Subcontracting Plan (Apr 2008) Alternate I | OCT 2001 |
| 52.219-14 | Limitations On Subcontracting | DEC 1996 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | JAN 1999 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | JUN 2007 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | JUL 2005 |
| 52.222-6 | Davis Bacon Act | JUL 2005 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | FEB 1988 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | JUL 2005 |
| 52.222-12 | Contract Termination-Debarment | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations. | FEB 1988 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | FEB 1988 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | MAR 2007 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | FEB 1999 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | SEP 2006 |

| | | |
|-----------------|---|----------|
| 52.222-39 | Notification of Employee Rights Concerning Payment of Union Dues or Fees | DEC 2004 |
| 52.222-50 | Combating Trafficking in Persons | AUG 2007 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | AUG 2003 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.227-4 | Patent Indemnity-Construction Contracts | DEC 2007 |
| 52.228-2 | Additional Bond Security | OCT 1997 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-11 | Pledges Of Assets | FEB 1992 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | OCT 1995 |
| 52.228-14 | Irrevocable Letter of Credit | DEC 1999 |
| 52.228-15 | Performance and Payment Bonds--Construction | NOV 2006 |
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | SEP 2002 |
| 52.232-17 | Interest | OCT 2008 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I | APR 1984 |
| 52.232-27 | Prompt Payment for Construction Contracts | OCT 2008 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.236-2 | Differing Site Conditions | APR 1984 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 1984 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-6 | Superintendence by the Contractor | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10 | Operations and Storage Areas | APR 1984 |
| 52.236-11 | Use and Possession Prior to Completion | APR 1984 |
| 52.236-12 | Cleaning Up | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.236-14 | Availability and Use of Utility Services | APR 1984 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-4 | Changes | JUN 2007 |
| 52.244-6 | Subcontracts for Commercial Items | DEC 2008 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-21 | Warranty of Construction | MAR 1994 |
| 52.248-3 | Value Engineering-Construction | SEP 2006 |
| 52.249-2 Alt I | Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I | SEP 1996 |
| 52.249-10 | Default (Fixed-Price Construction) | APR 1984 |

| | | |
|--------------------|--|----------|
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-DEC 2004 Contract-Related Felonies | |
| 252.204-7000 | Disclosure Of Information | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | SEP 2007 |
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | APR 2007 |
| 252.223-7001 | Hazard Warning Labels | DEC 1991 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| 252.225-7012 | Preference For Certain Domestic Commodities | MAR 2008 |
| 252.227-7033 | Rights in Shop Drawings | APR 1966 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | MAR 2008 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.236-7005 | Airfield Safety Precautions | DEC 1991 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | JAN 2007 |
| 252.247-7023 | Transportation of Supplies by Sea | MAY 2002 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of National Guard Bureau – Primary Assistant Responsible for Contracting (NGB-PARC) and shall not be binding until so approved.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than two hundred ten (210) days from date of NTP.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$632.98 for each calendar day of delay until the work is completed or accepted. A one time fee of \$400.00 for legal services also will apply.

(b) 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.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Material | Identification No. |
|-----------------------------|--------------------|
| (If none, insert "None") | |

| | |
|--|--|
| | |
| | |
| | |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with

hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, fifteen (15)* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required

by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to Contracting Officer's Technical Representative (COTR).

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: none

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars) \1\ |
|-----------------------------------|-----------------|----------|---------------------|
| Item 1 | | | |
| Foreign construction material.... | | | |
| Domestic construction material... | | | |
| Item 2 | | | |
| Foreign construction material.... | | | |
| Domestic construction material... | | | |

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder 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 bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty (20) percent of the bid price or \$1,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder 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.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty-five (25) percent of the total amount of work to be performed under the contract. This 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.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by the engineer of record (Hanson Professional Services, Inc.) as identified in the Project book under "soil borings", reference Table of Contents page 2.

(b) Weather conditions are normal for Central Illinois.

(c) Transportation facilities provide normal, adequate access to the site.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE II (APR 1984).

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in

both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish three (3) sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>; <http://www.arnet.gov/far/>; <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

NONE.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 200) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(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 that 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 that 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 on the following index of drawings:

GENERAL

| | |
|------|-------------------------------|
| G1.1 | Title Sheet |
| G1.2 | General Notes |
| G1.3 | Summary of Quantities |
| G1.4 | Typical Sections |
| G1.5 | Alignments, Ties & Benchmarks |

- G1.6-G1.7 ATFP Setback
- G1.8 Base Bid and Option Bid Access
- G1.9 Temporary Erosion Control

CIVIL

- C1.1-C1.10 Roadway Resurfacing Plans
- C2.1-C2.15 Demolition Plans
- C3.1-C3.15 Site Development Plans
- C4.1-C4.10 Roadway Pavement Marking Plans
- C5.1-C5.5 Drainage Details
- C6.1-C6.5 Site Details

STRUCTURAL

- S1.1 Masonry Wall Detail

ELECTRICAL

- E1.1 Vehicle Pop-up Barrier
- E1.2 Vehicle grounding & Conduits
- E2.1 Roadway Lighting
- E3.1-E3.2 Vehicle Access Gates
- E3.3 Electrical Sliding Gate Details
- E3.4 Electrical Lift Gate Details
- E3.5 Detector Loop Details

All Drawings dated December 23, 2008

(End of clause)

Section 00800 - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

1. INSURANCE - MINIMUM AMOUNTS

- (a) Reference Contract Clause titled, "Insurance -Work on a Government Installation" (FAR 52.228-5).
Kinds and minimum amounts are as follows:

| <u>KIND</u> | <u>AMOUNTS (FAR 28.307-2)</u> |
|--|--|
| Workmen's Compensation | \$100,000 (1) |
| Comprehensive General Liability | \$500,000 per occurrence for bodily injury |
| Comprehensive Automobile Liability | \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 for property damage |
| (If applicable) Aircraft Public and Passenger Liability | \$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. |

- (1) Except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carrier.

NOTE: 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. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

2. SCHEDULING

- a. **(Note: At time of award this paragraph will be modified to the negotiated schedule for this project.)**
Normal base work hours for the Contractor will be between the hours of 7:00 AM through 4:00 PM, excluding Saturdays, Sundays, and Federal Holidays. If the Contractor desires to work during periods other than above, he must notify the Contracting Officer's Representative (COR) three (3) working days in advance of his intention to work during other periods to allow assignment of additional inspection forces. When the COR determines that they are reasonably available, he may authorize the Contractor to perform work during periods other than normal duty hours/days. However, if inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the Contractor, the actual cost of the inspection, at overtime rates, will be charged to the Contractor and will be deducted from the final payment of the Contract amount.

- b. The following Federal legal Holidays are observed by this base:

| | |
|---------------------------------|-------------------------|
| New Year's Day | 1 January |
| Martin Luther's King's Birthday | Third Monday of January |

| | |
|------------------|-----------------------------|
| President's Day | Third Monday of February |
| Memorial Day | Last Monday of May |
| Independence Day | 4 July |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | 11 November |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | 25 December |

c. NOTE: Any of the above holidays falling on a Saturday will be observed the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

d. Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more), commencement of any warranty work, and upon completion of warranty work, the contractor must notify the Contracting Officer (or his/her Contracting Officer's Representative). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the Contracting Officer's Representative is sufficient. Notification should be by personal contact; however, advance notification may be by telephone, or in writing, and should be accomplished sufficiently in advance to allow scheduling of inspection forces. The purpose of the above precautions is to ensure construction inspection and recording of work proceedings.

e. The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

3. INVOICING AND PAYMENT

a. Properly prepared invoices, bearing the contract number, shall be submitted electronically in the Wide Area Work Flow (WAWF) website <https://wawf.eb.mil>. PRIOR to submission in WAWF a hard copy of the designated invoice forms provided at the pre-construction meeting, or on AIAG702 or similar form, shall be submitted to the Contracting Officer at 182 Airlift Wing/Base Contracting Office, 2416 S. Falcon Blvd., Peoria, Illinois 61607-5023. Payment will be made by DFAS-Limestone, DFAS-LI-WAWF F67100, DFAS-BASSD/CC, PO Box 3690200, Columbus, OH 43236-9024 in accordance with the clauses Payments under Fixed-Price Construction Contracts, FAR 52.232-5, and Prompt Payment for Construction Contracts, FAR 52.232-27. **All payments will be made by electronic transfer of funds (EFT).**

b. All requests for payments must include a Subcontractor Payment Register pursuant to FAR 52.232-5 and a contractor's certification that reads as follows:

I hereby certify, to the best of my knowledge and belief that –

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and requirements of Chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

c. The Government will make payment upon satisfactory completion of work AND receipt of a proper certification for payment. Payment may be withheld unless all contractual requirements, including but not limited

to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS and Small Business Subcontracting Reports, have been timely received. Payrolls shall indicate CLIN to which they are applicable.

d. A release of claims is required for all final payment requests and shall be submitted by the contractor with his/her final invoice.

4. CONTRACT ADMINISTRATION

a. The contracting office of the 182 Airlift Wing, 2416 S. Falcon Blvd., Peoria, Illinois 61607-5023 is the office having administrative jurisdiction over this contract for all matters. A list of the names and telephone numbers of the Government team comprising the contract administrator, Contracting Officer's Representative (COR), consultant, and point of contact at the project site will be provided at the post-award/pre-construction conference.

b. All correspondence and data shall reference the contract name, contract number, project title and project number, and shall have only one subject. All correspondence shall be addressed to the Contracting Officer. A COPY OF ALL CORRESPONDENCE SHALL BE FURNISHED TO THE CONTRACTING OFFICER'S REPRESENTATIVE. Enclosures attached to or transmitted with the correspondence shall likewise be furnished with an original to the Contracting Officer, and one copy to the COR. For tracking purposes, a sequential numbering system should be used for all correspondence.

5. PAPERLESS CONTRACTING

a. The 182 Airlift Wing, 2416 S. Falcon Blvd., Peoria, Illinois 61607-5023 is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that to the maximum extent possible, correspondence, modification distribution, etc., to include specifications and drawings, will be issued using electronic methods, i.e., electronic mail (e-mail). Contractors shall have and maintain capability to receive documents in this manner.

b. Additionally, it is anticipated that within the life of this contract, other electronic processes will be enacted. These include, but are not limited to, electronic bidding/offers, change order proposals, and electronic invoicing. When implemented by the Contracting Officer, contractors shall participate fully in any of these new requirements at no additional cost to the Government.

6. TELEPHONE COMMUNICATIONS SECURITY MONITORING

All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel must be aware that telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, a DOD organization, they are subject to COMSEC procedures. The contractor shall assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DOD information.

7. UTILITY SERVICES

The Contracting Officer has determined that Government-operated utilities are adequate and will be furnished to the contractor without charge where existing outlets are available. The contractor is responsible for installing temporary service outlets, as necessary, at its expense, in accordance with the clause entitled "Availability and Use of Utility Services" (FAR Clause 52.236-14). The following utilities will be available: electricity, water, and natural gas as needed.

8. PREPARATION OF MATERIAL APPROVAL SUBMITTALS

The contractor shall submit all materials and articles requiring approval, as required by the Material and Workmanship Clause, FAR 52.236-5. Submittals shall be made using PFOIL Form 342, or approved equal. Submittals shall be processed in accordance with the procedures in Section 01300, Submittals of the Project Manual. Submittals shall be given a distinct identification system by CLIN. Individual submittal documents shall not be comprised of items for more than one CLIN. Address for delivery of submittals will be provided at the post award/pre-construction conference. The contractor is reminded that an individual within the company who has authority to make the certification must sign the certification on the PFOIL Form 342.

9. WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

a. A weekly meeting may be held between the Contractor, COR and Contracting Officer (CO), if necessary, to discuss work progress, problems and potential change orders. The Contractor shall attend these meetings and provide meeting minutes at no additional cost to the Government. Prior to beginning work on specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials and use of approaches, use of corridors, stairways and similar means of passage.

b. In accordance with FAR Clause 52.236-15, "Schedules for Construction Contracts" (April 1984), the contractor shall within five days after work commences on the contract (or another period of time determined by the CO), prepare and submit to the CO for approval three copies of a practicable schedule showing the order in which the contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of work. A composite schedule for the overall contract shall also be provided. The schedule shall be on an AF Form 3064, Contract Progress Schedule, or an approved computer generated format similar to the AF Form 3064. The work shall be scheduled so that upon the start of construction, work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the construction period will be rejected. Both the contractor and the COR are required to provide monthly progress reports, covering the period from notice to proceed through final inspection. These reports shall be submitted on AF Form 3065, Contractor Progress Report, or an approved computer generated format similar to the AF Form 3065. These reports shall track progress shall be reported by CLIN.

c. Additionally, for projects exceeding \$1M, the contractor shall provide a project plan in the most current version of Microsoft Project (MSP) to define work tasks and track progress. Additionally, the project plan shall have a cost per task field for each task – this is commonly called line item cost. No work may start until the Contracting Officer approves the plan in writing. Form 3064, Contract Progress Schedule, can be delivered in hardcopy or Microsoft Excel format.

d. The Contractor shall prepare a work progress schedule required for completion of each of the various divisions of work. At the beginning of each work week, the contractor shall provide updated MSP plans and Form 3064, showing work progress (hardcopy and formatted diskette or CD, or e-mail file copy), unless otherwise directed by the Contracting Officer. If there are possible deviations from the original plan, those must be noted and approved by the Contracting Officer before work changes are implemented. The schedule shall be submitted to the Contracting Officer, in the number of copies as directed. Reference Contract Clause FAR 52.236-15, "Schedules for Construction Contracts". The reports contemplated by the clause herein titled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to AF Form 3064, "Contract Progress Schedule" and AF Form 3065, "Contract Progress Report".

10. NOTICE OF COMPLETION OF CONTRACT/PRE-FINAL AND FINAL INSPECTION

a. The contractor shall conduct a pre-final inspection in the presence of the Contracting Officer's Representative (COR) prior to the date scheduled for Final Inspection. Any discrepancies noted shall be corrected prior to Final Inspection.

b. The contractor shall request scheduling of a final inspection in writing to the Contracting Officer at least five (5) working days prior to the desired date or as otherwise negotiated with the Contracting Officer.

c. Civil Engineering personnel and the Contracting Officer will perform the Final Inspection in the presence of the contractor, and any discrepancies noted shall be corrected within the time specified by the Contracting Officer.

d. Final Inspection shall not constitute acceptance of a project unless so stipulated by issuance of a separate substantial completion certificate.

11. DESIGNATION OF REPRESENTATIVE

The Contracting Officer will appoint a qualified Contracting Officer's Representative (COR) for the purposes of technically administering the contract; however, all matters concerning this contract or any work ordered placed against this contract must first be approved by the Contracting Officer. The Base Civil Engineer, or her authorized representative, will be designated in writing as the technical representative of the Contracting Officer for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under this contract. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

12. CONTRACTOR STAFF AND EMPLOYEES

a. Prior to commencing on site construction, the contractor shall provide the Contracting Officer with a telephone number and FAX number at which the contractor or his representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention.

b. Supervision. The Government will not exercise any supervision or control over the contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.

c. Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable.

13. CONTRACTOR OFFICE AND STORAGE

a. Parking of contractor vehicles shall be restricted to the contractor's designated on-site area or the work area. The company name shall be prominently displayed on all construction vehicles parked on the job site.

b. Security of material storage areas on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of debris.

14. RECORD DRAWINGS

During construction of a project and on the job site, the contractor shall maintain a completed record of all changes and corrections from the layout shown on the drawings, if applicable. The contractor shall enter such changes and corrections on contract or record drawings promptly, and submit the "red line" drawings to the Contracting Officer upon completion of the project. The record drawings shall indicate all changes and corrections concerning the actual locations of all sub-surface utility lines. In order for the location of these lines and appurtenances to be determined in the event the surface opening or indicators become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of the each run including each change in direction. Valves, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall

also be recorded. The Government does not guarantee the accuracy of existing record drawings; it is the contractor's responsibility to verify all as-built conditions.

15. VERIFICATION OF DIMENSIONS

The contractor shall be responsible for the coordination and proper relation of all aspects of the work. He/she shall field verify all dimensions and advise the Contracting Officer of any discrepancies prior to proceeding with any phase of the work. Where exact locations are not given for the positioning of equipment and devices, they shall be positioned to permit easy access for maintenance and for removal and replacement of component parts.

16. SECURITY REQUIREMENTS

a. The contractor shall comply with all security regulations imposed by the base/post commander and/or agency occupying the space where work is to be performed. All necessary security clearances shall be obtained prior to commencement of work.

b. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

17. REGULATIONS

a. The contractor shall comply with all applicable Federal, State, Local, DOD, National Guard Bureau, Army and Air Force regulations pertaining to safety, traffic control and fire prevention.

b. The contractor may use the Civil Engineering library which contains most applicable Army and Air Force publications as well as some commercial project data information, or Defense Procurement and Acquisition Policy's website, <http://www.acq.osd.mil/dpap/>, which has links for several other sites with available publications, forms and project data information. These may also be acquired from the Government Printing Office website, <http://www.gpoaccess.gov/index.html>.

18. TRANSPORTATION, HANDLING AND STORAGE

a. The contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the contractor's name, contract number and project title. The contractor shall designate an authorized individual to be available to receive shipment. The Government will not provide storage other than that available at the project site.

b. Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner so as to prevent mechanical and climactic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the contractor.

19. CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS

a. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the Contracting Officer or his designated representative. Upon completion of a project, the contractor shall ensure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the contract or by the Contracting Officer, disposal of debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off base. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area (i.e., on nearby runways, ramps or taxiways).

b. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the contractor. Disposal shall be in accordance with applicable state and local regulations.

20. ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to Executive Order 12088, 13 October 1978; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

21. HAZARDOUS MATERIALS

a. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract.

b. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation, or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

22. POLLUTION ABATEMENT

a. All work shall be performed in a manner minimizing pollution of air, water and land as required.

b. Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarpaulins must be fastened over load before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the contractor.

c. Burning of any material is strictly prohibited.

d. Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils, bitumen, acids or other harmful materials. Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto adjacent areas.

e. Flushing of concrete trucks is restricted to the location specifically designed for this purpose by the Contracting Officer's Representative.

f. Excess mortar, plaster or drywall materials shall not be disposed of on Government property. Water utilized for plastering or drywall equipment shall be disposed of in accordance with the instructions of the COR, and under no circumstances shall water be disposed of in areas which are planted or scheduled to be planted.

23. COORDINATION WITH GOVERNMENT ACTIVITIES

a. If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so must be requested in writing to the Contracting Officer seven (7) working days prior to commencing work on the planned interruption and shall be subject to Civil Engineering approval. Written requests for street closing shall be submitted for approval of the Civil Engineer five (5) working days prior to closing the street.

b. Work in connection with this contract which requires utility outages, electrical, water, gas, steam, etc., which will close down or limit (as determined by the Contracting Officer) normal activities in the building, construction area or other affected areas, shall be performed by the contractor at a time other than regular work period of the organization occupying the facility. Work required by the contractor on non-standard basis or at premium pay shall be done at no additional cost to the Government. Request for utility outages shall be submitted to the Civil Engineer, in writing, five (5) working days prior to commencing work and shall be subject to his/her approval.

c. Any temporary construction of facilities used by the contractor for preventing interruption of normal work activity or loss of utility services shall be subject to Contracting Officer's approval.

24. UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

25. PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the contractor's performance will be evaluated upon final inspection. Any specific requirements for contract quality control and quality assurance by the Government personnel will be defined in the specifications. The contractor will be rated as outstanding, satisfactory or unsatisfactory in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety standards. The contractor will be notified of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to all DOD Contracting Officers for their future use.

26. CONTRACTOR QUALITY CONTROL

a. The contractor shall comply with the quality control provisions as specified herein. The Contractor shall perform all quality control inspection and/or testing required by this contract unless specifically designated to be performed by the Government. The quality control system consists of plans, workmanship, fabrication, construction, and operations that comply with contract requirements. The system shall cover construction operations, including fabrication both on-site and off-site, and shall be keyed to the proposed construction sequence. If the contractor fails to submit an acceptable quality control plan within the time herein prescribed, the Contracting Officer may refuse to allow construction to start if an acceptable interim plan is not furnished, or may withhold funds from progress payments in accordance with the contract clause titled, "Payments under Fixed Price Construction Contracts", until such time as the contractor submits an acceptable final plan.

b. Quality Control Plan

(1) General. Upon receipt of the Notice of Contract Award and prior to starting work, the contractor's quality control plan shall be submitted for acceptance. Performance will be permitted to begin only after approval of the contractor's quality control plan or approval of that portion of the plan applicable to the particular feature of work to be started. The contractor's quality control plan shall identify the personnel and forms, and as a minimum shall include the following:

- (a) A description of the quality control management organization
- (b) The number, classifications, qualifications, duties, responsibilities, and authorities of personnel. The contractor shall furnish a copy of the letter signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the system manager.
- (c) Procedures for processing shop drawings, samples, certificates, and other submittals
- (d) The contractor's quality control activities to be performed, including those of subcontractors, off-site fabricators and suppliers
- (e) Quality control testing procedures
- (f) Documentation format for contractor's quality control activities and testing
- (g) A list of tests, which the contractor understands he/she is to perform, shall be furnished to the Contracting Officer. The list shall give the test name, specification paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test.

(2) Acceptance. The Contracting Officer will review the quality control plan. The contractor shall make such changes and additions as necessary for clarity and completeness as requested by the Contracting Officer. Acceptance of the contractor's plan is predicated on satisfactory performance during construction. Acceptance is conditional and the Government reserves the right to require the contractor to make changes in quality control plans, personnel and operations to correct deficiencies and to assure contract compliance.

(3) Changes. When the contractor proposes changes in the quality control plan or implementation during construction, the Contracting Officer shall be notified in writing. The contractor shall implement no changes prior to acceptance in writing by the Contracting Officer.

27. SAFETY ASSURANCE

a. Compliance with Regulations. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subpart A. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply. The Safety Manual is available at the following web site:
<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>.

b. Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government shall not be held liable for any actions on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.

c. Inspections, Tests and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers and others as required, shall be at the contractor's expense.

d. Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with applicable regulations.

e. **Traffic Control Devices.** The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administration's "Manual on Uniform Traffic Control Devices" (2003 edition, available at <http://mutcd.fhwa.dot.gov/>) to ensure proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades and other traffic control devices and signs.

28. WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces, for the same type or similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

29. VALUE ENGINEERING CHANGE PROPOSALS

All value engineering change proposals (VECP's) shall be submitted in accordance with the requirements of FAR 52.248-3, Value Engineering – Construction. All VECP's shall be submitted in three (3) copies.

30. PRE-CONSTRUCTION CONFERENCE

Before work commences on this contract, the Contracting Officer will conduct a conference to acquaint the contractor with Government policies and procedures that are to be observed during the execution of the work and to develop mutual understanding relative to the administration of the contract. Contractors and/or major subcontractors shall attend this meeting at no additional cost to the Government.

31. PARTNERING

The Government intends to encourage the formation of cohesive partnerships with the contractors on selected contracts. This partnership will be structured to draw on the strengths of each organization in order to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule, and in accordance with the Plans and Specifications. This partnership between the Contractor and the Government will be voluntary and its implementation will not be a part of the contract requirements nor will it result in a change to the contract price or terms.

32. MILITARY REAL PROPERTY DATA – DD FORM 1354

a. Contractors shall furnish real property data to the Government for each new construction and/or renovation project awarded, unless otherwise notified. The data shall be furnished via DD Form 1354, Transfer and Acceptance of Military Real Property, or in a format prescribed on the DD Form 1354. The Contractor is responsible for accuracy of data current up to the time of submission.

b. For major renovation and/or complex projects, or those expected to exceed 12 months, the Contractor shall furnish real property data on no less than a quarterly basis. Frequency of submission shall be standard throughout the duration of the project. Contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses, due to the volume of data required to be furnished. Upon completion of the project, the Contractor shall furnish a final, comprehensive DD Form 1354.

c. DD Form 1354 accounts for five percent (5%) of the total contract amount and therefore, 5% must be shown on the AF Form 3065 or similar breakdown of costs submitted for payment purposes. Upon acceptance of data by the real property specialist, the contractor may invoice for submission of real property data.

d. On questions pertaining to the DD Form 1354, contractors should contact the 182 Airlift Wing Contracting Office. For construction data assistance, contractors may consult the cognizant engineer assigned to the project.

33. AMBIGUITY/CONTRACT INTERPRETATION

a. This written contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitute the parties' complete agreement and no other prior or contemporaneous agreements, either written or oral, shall be considered to change, modify or contradict it.

b. It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein.

34. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. Weather delays will be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect consideration of these anticipated adverse weather delays in all weather dependent activities.

c. Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor shall record on the daily Contractor Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday in order for that day to count as an actual adverse weather delay day.

d. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated according to paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a bilateral modification.

35. NGFARS 37.9 – Performance of Services During Crisis Declared by the National Command Authority. (September 2002)

Services determined to be essential for performance during crisis according to DoDI 3020.37 are plant operations, emergency and urgent work request, disaster preparedness, emergency operations and infrastructure maintenance (including construction). **The services provided by this contract have been designated as essential contractor provided services and must be continued during a crisis.** The contractor shall continue providing service to the 182 Airlift Wing Peoria, Illinois until the crisis is over. The contractor shall ensure enough skilled personnel are available during a crisis for any operational emergency due to utility failure, damage control, and damage repair. A crisis management plan shall be submitted to the Contracting Officer within 10 calendar days after contract start date. The contractor shall identify essential personnel by submitting an essential personnel list to the Contracting Officer within 10 calendar days after contract start date. The list shall contain the individuals' names, addresses, social security numbers, security clearances (if any), and duty title.

ACCOUNTING AND APPROPRIATION DATA

AA: 5793840 589 41C6 374442 010000 52400 52278F 667100 F67100
AMOUNT: \$3,113,733.00
CIN F8P3SR9008A0010000AA: \$3,113,733.00

AB: 5793840 589 41C6 374442 010000 52200 52276F 667100 F67100
AMOUNT: \$750,000.00
CIN F8P3SR9008A0010000AB: \$750,000.00

AC: 5793840 589 41C6 374442 010000 52900 52276F 667100 F67100
AMOUNT: \$250,000.00
CIN F8P3SR9008A0010000AC: \$250,000.00