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DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS

SPKGS-01505 (March 2004)

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DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS

SPKGS-01505 (March 2004)

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<SCN>SECTION 01505</SCN>

<STL>GENERAL REQUIREMENTS</STL>

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<NPR>NOTE: This guide specification consists of
<SCP>temporary signs for project identification</SCP>
required for use in MILCON projects or others as
directed.

This guide specification includes tailoring options
for EFD and EFA regional requirements. Selection or
deselection of a tailoring option will include or
exclude that option in the section. Editing of the
resulting section to fit the project is still
required.

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<PRT><TTL>PART 1 GENERAL</TTL>

<SPT><TTL>1.1 SCRAP MATERIAL</TTL>

<TXT> Materials specified to be removed and become the property of the
Contractor are designated as scrap, and the Contractor, by signing this
contract, hereby acknowledges that he has made due allowance for value, if
any, of such scrap in the contract price.

<TAI OPT=SIERRA>All scrap, solid waste, or hazardous materials (to be
reused by the contractors) shall be disposed of and removed, off Sierra
Army Depot's property in accordance with applicable laws and regulations at
Contractor's expense, unless otherwise specified in the contract.
Hazardous waste generated by contractors on Sierra Army Depot shall be
disposed of in accordance with Depot Policy. Contact the Environmental
Office (916) 827-4769 for proper instructions. Government receptacles or
containers shall not be used for disposal.</TAI></TXT>

</SPT><SPT><TTL>1.2 WRITTEN GUARANTEES AND GUARANTOR'S LOCAL REPRESENTATIVE
</TTL>

<TXT> Prior to completion of the contract, the Contractor shall obtain
and furnish to the Contracting Officer's representative written guarantees
for all the equipment and/or appliances furnished under the contract. The
Contractor shall furnish with each guarantee: The name, address, and
telephone number of the guarantor's representative nearest to the location
where the equipment and/or appliances are installed, who, upon request of
the Using Service's representative, will honor the guarantee during the
guaranty period and will provide the services prescribed by the terms of
the guarantee.</TXT></SPT>

<SPT><TTL>1.3 PRICING OF CONTRACTOR-FURNISHED PROPERTY</TTL>

<TXT><TAI OPT=SACRAMENTO PROJECTS> At the request of the Contracting Officer, the Contractor shall promptly furnish and shall cause any subcontractors to furnish, in like manner, unit prices and descriptive data required by the Government for property record purposes of fixtures and equipment furnished and installed by the Contractor.</TAI></TXT>

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<NPR>NOTE: ALL LA PROJECTS ADD THE EXAMPLE FORMS REFERENCED ELECTRONIC FORMS ARE LOCATED UNDER :\\frontend\\frontend\\018acla.pdf</NPR>

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<TXT><TAI OPT=LA PROJECTS> The Contractor shall promptly furnish and shall cause any sub-contractor or supplier to furnish, in like manner, unit prices and descriptive data required by the Government for Property Record purposes of fixtures and equipment furnished and/or installed by the Contractor or sub-contractor, except prices do not need to be provided for Government-Furnished Property. This information shall be listed on RMS CQC Module furnished by the Government. See example forms at the end of this section.</TAI></TXT>

</SPT><SPT><TTL>1.4 TEMPORARY ELECTRIC WIRING</TTL>

<SPT><TTL>1.4.1 Temporary Power and Lighting</TTL>

<TXT>The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electrical Code NFPA No. 70 and the SAFETY AND HEALTH REQUIREMENTS MANUAL EM 385-1-1. The Contractor, or his delegated subcontractor, shall enforce all the safety requirements of electrical extensions for the work of all subcontractors. All work shall be accomplished by skilled electrical tradesmen in a workmanlike manner, as approved by the Contracting Officer.</TXT>

</SPT><SPT><TTL>1.4.2 Construction Equipment</TTL>

<TXT>In addition to the requirements of EM 385-1-1, SAFETY AND HEALTH REQUIREMENTS MANUAL, all temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in metal raceways, or may be multiconductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings, and then only in strict accordance with the provisions of the National Electrical Code.</TXT>

</SPT><SPT><TTL>1.4.3 Circuit Protection</TTL>

<TXT>In addition to the present requirements in EM 385-1-1 and the National Electrical Code, all 15 and 20-ampere receptacle outlets used for obtaining power during construction shall have ground fault circuit interrupters (GFCI) for personnel protection. Block and brick saws shall also be equipped with GFCI. The Contracting Officer may allow an exception to this requirement for circuits for concrete vibrators or circuits operating at other than 60 Hertz normal (in both cases an assured grounding program as described in the National Electrical Code, except utilizing the daily inspection frequency of the grounding means of such equipment, may be permitted). The assured grounding program will not be permitted as a

substitute for usage of GFCI'S except as described above. All generator-powered 15- and 20-ampere, 60 Hertz receptacle outlets shall have GFCI'S, and shall be properly grounded. A testing means shall be provided which will impose a measured fault of 5 milliamperes, plus or minus 1 milliamperes, and result in tripping the GFCI unit.</TXT>

</SPT></SPT><SPT><TTL>1.5 UTILITIES</TTL>

<TXT> <TAI OPT=MILITARY PROJECTS>If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as to the date of this contract and such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are removed or relocated as directed by the Contracting Officer, the Contractor shall be entitled to equitable adjustment for any additional pertinent work or delay.</TAI>

<TAI OPT=CIVIL PROJECTS>It is anticipated that pole lines, signs, pipelines and private improvements that would interfere with or are to be replaced by new construction will be removed to new locations by the owners (or by the State of California or its agents) in advance of construction operations. The Contractor shall notify the Contracting Officer at least 30 days in advance of the date on which work will be started requiring the removal of such utilities or private improvements. Care shall be taken to preserve and protect any such improvements from injury or damage during construction operations. The Contractor shall assume full responsibility for reimbursing the owners for any damage to their properties, utilities, or improvements, or interference with their services caused through his operations. Should such damage be found to have been caused without the Contractor's fault or negligence an equitable adjustment in the amount due under the contract will be made under the applicable CONTRACT CLAUSES, Section 00700.</TAI></TXT>

</SPT><SPT><TTL>1.6 GENERAL SAFETY REQUIREMENTS</TTL>

<SPT><TTL>1.6.1 General</TTL>

<TXT>The Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, (see Contract Clauses, Section 00700, ACCIDENT PREVENTION) and the Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Part 1926 as revised from time to time); General Industry Standards (Title 29, Code of Federal Regulations Part 1910 as revised from time to time); and the National Fire Protection Association Codes are applicable to this contract. In case of conflict the most stringent requirement of the standards is applicable. For information regarding changes to EM 385-1-1 visit following website:
<http://www.hq.usace.army.mil/soh/changes.htm>.

<HL3>**[Include following paragraph at the direction of Construction Operations or Project Manager.]**</HL3>

[For information regarding specific Safety Requirements see Section 01525 Safety and Occupational Health Requirements.]

<TAI OPT=SIERRA>

(2) The Army Safety Program, AR 385-10; U.S. Army Explosive Safety Program (DRAFT), AR 385-64; U.S. Army Ammunition and Explosives Safety Standards, (DRAFT) DA PAM 385-64; Sierra Army Depot Safety Manual,

SIAD Reg 385-1; Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, (see Contract Clauses, Section 00700, ACCIDENT PREVENTION) and the Occupational Safety and Health Act (OSHA) Standards for Construction are applicable to this contract. In case of conflict the most stringent requirement of all standards is applicable.

</TAI></TXT>

</SPT><SPT><TTL>1.6.2 The Prime Contractor's Superintendent</TTL>

<TXT>The Prime Contractor's superintendent shall take an active role in enforcing the safety requirements by participation in safety conferences, hazard analysis (see below), tool box meetings, walk-through inspections, correction of violations, etc., and including that of the subcontractor's work.</TXT>

</SPT><SPT><TTL>1.6.3 Job Hazard Analysis</TTL>

<TXT><TAI OPT=SIERRA>

When the work to be performed by the contractor is located within the ammunition area, the Contractor must adhere to applicable U.S. Army Explosive Safety regulations as well as those specified under section 10(A). Operations must be conducted in a manner which exposes the minimum number of people to the smallest quantity of explosives for the shortest period of time consistent with the operation being conducted.. Personnel not needed for the operation will be prohibited from visiting the job sited. This does not prohibit official visits by depot safety, quality control (QC), management, or inspection personnel, up to established personnel limits. Close coordination must be kept between the Contractor and the designated point of contact for the District Corps of Engineers and the Engineering Plans and Service Division of Sierra Army Depot.

</TAI>

Based on the construction schedule, the Contractor shall submit a job hazard analysis of each major phase of work prior to entering that phase of activity. The analysis shall include major or high risk hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. The Prime Contractor's superintendent shall take active participation in the Job Hazard Analysis, including the subcontractors' work. Prior to start of actual work a meeting shall be held with Prime Contractor, Government, and affected subcontractor to review the Job Hazard Analysis. In addition, job site meetings shall be held to indoctrinate foreman and workers on details of this analysis.</TXT>

<SPT><TTL>1.6.3.1 Explosive Ordnance</TTL>

<TXT><TAI OPT=FORT IRWIN>

Explosive Ordnance: The project site has been cleared of explosive ordnance by the Army E.O.D. In the event that the Contractor encounters any explosive devices or objects of a suspicious nature, he shall immediately clear the site of all employees and notify the Contracting Officer's Representative. All employees are to be trained in familiarizing themselves with explosive ordnance and safety procedures. This training will be conducted by the Government. The job hazard analysis shall address this in specific detail.

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</SPT></SPT><SPT><TTL>1.6.4 Violations</TTL>

<TXT>If recurring violations and/or gross violation indicate that the safety performance is unsatisfactory, corrective action shall be taken as directed, and at the discretion of the Contracting Officer the retention or some part thereof will be withheld from the progress payment until

corrective action has been completed.</TXT>

</SPT><SPT><TTL>1.6.5 Elevated Work Areas</TTL>

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<NPR>NOTE: DO NOT USE FOR FAMILY HOUSING, INSIDE
REMODELING OR OTHER THAN BUILDING CONSTRUCTION</NPR>

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<TXT>Workers in elevated work areas in excess of 6 feet above an adjoining surface require special safety attention. In addition to the provisions of EM 385-1-1, the following safety measures are required to be submitted to the Contracting Officer's Representative. Prior to commencement of work in elevated work areas, the Contractor shall submit drawings depicting all provisions of his positive protection system including, but not limited to, all details of guard rails.</TXT>

<SPT><TTL>1.6.5.1 Protection</TTL>

<TXT>Positive protection for workmen engaged in the installation of structural steel and steel joists shall be provided by safety nets, tie-off's, hydraulic man lifts, scaffolds, or other required means. Decking crews must be tied-off or work over nets or platforms not over 6 feet below the work area. Walking on beams and/or girders and the climbing of columns is prohibited without positive protection.</TXT>

</SPT><SPT><TTL>1.6.5.2 Guard Rails</TTL>

<TXT>Perimeter guard rails shall be installed at floor, roof, or wall openings more than 6 feet above an adjoining surface and on roof perimeters. Rails shall be designed to protect all phases of elevated work including, but not limited to, roofing operations and installation of gutters and flashing. Rails around roofs may not be removed until all work on the roof is complete and all traffic on or across the roof ceases. Rails shall be designed by a licensed engineer to provide adequate stability under any anticipated impact loading. As a minimum, the rails shall consist of a top rail at a height of 42 inches, a mid rail and a toe board. Use of tie-offs, hydraulic man lifts, scaffolds, or other means of roof edge protection methods may be utilized on small structures such as family housing, prefabricated metal buildings, etc.</TXT>

</SPT></SPT><SPT><TTL>1.6.6 Fire Prevention</TTL>

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<NPR>NOTE: THE UNDERLINED SENTENCE IT TO BE USED
FOR MILITARY PROJECTS ONLY.

THE BOLD SENTENCE TO BE USED FOR SIERRA PROJECTS ONLY
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<TXT><TAI OPT=MILITARY PROJECTS><HL1>Twenty-four hours notice shall be given to the Contracting Officer for coordination with the Facility Fire Department prior to conducting any fire hazardous operation.</HL1></TAI> Cutting or welding will be permitted only in areas that are or have been made fire safe. <TAI OPT=SIERRA><HL3>**Except in established shops, any open flame, brazing, welding and/or metal grinding will not be used until DA form 5383-R, Hot Work Permit and SIAD Form 1011 (1 Dec 96) have been**

completed. These can be obtained from your POC.</HL3></TAI> Where possible, all combustibles shall be located at least 35 feet horizontally from the work site. Where such location is impracticable, combustibles shall be protected with fire blankets and/or protective welding screens to prevent slag from running out of the work area. Edges of covers at the floor shall be tight to prevent sparks from going under them. This precaution is also important at overlaps where several covers are used to protect a large pile. The Contractor shall not allow any welding/cutting or open flame operations in facilities that are protected by a wet pipe fire sprinkler or an automatic detection system, if the system is out of service. First priority of work will be to return the suppression/detection system to operational condition. Return the fire detection and/or suppression system back to an operational status (if possible) during periods that the facility is unoccupied, and at the end of the work day. The Contractor shall post a fire guard for a 24 hour period (or certify to the Fire Department that the facility is safe) after welding, cutting, and open flame operations in a facility when: (a) fire detection and suppression system can not be returned to service; (b) fire detection or suppression systems do not exist. Other fire prevention precautions shall be in accordance with the latest National Fire Codes.
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<SPT><TTL>1.6.6.1 Permits</TTL>
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 <NPR>NOTE: MARCH AFB</NPR>
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</SPT><SPT><TTL>1.6.6.2 Certification</TTL>
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 <NPR>NOTE: VANDENBERG AFB</NPR>
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<TAI OPT=VANDENBERG>
<TXT>The Contractor shall obtain certification by calling the Base Fire Department Dispatch Center at ext. 6-5380 or 6-5971. Please give the following information:

Facility Number
Hot Work Permit Number
Name of Person Calling
Name of Contractor</TXT></TAI>

</SPT><SPT><TTL>1.6.6.3 Regulations</TTL>

<TXT>Contractor shall observe all safety and fire regulations as presently enforced at Vandenberg AFB. The construction shall be in accordance with the Corps of Engineers' Manual, General Safety Requirements EM 385-1-1, and Occupational Safety and Health Act (OSHA) Public Law 91-596. Comply with OSHA and Air Force Occupational Safety and Health (AFOSH) safety standards.
</TXT>

</SPT><SPT><TTL>1.6.6.4 Inspections</TTL>

<TXT>All construction sites are subject to fire and safety inspections without notice. Any violation of fire and safety standards may result in a

work stoppage at the expense of the Contractor.</TXT>

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<NPR>NOTE: END OF ALTS</NPR>

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</SPT></SPT><SPT><TTL>1.6.7 Recordkeeping/Reporting Requirements</TTL>

<TXT>On all contract operations, the Prime Contractor shall be responsible for recording and reporting all accident exposure and experience incident work. (This includes exposure and experience of the prime contractor and his/her sub-contractor(s)). As a minimum these records shall include exposure work-hours and a log of occupational injuries and illnesses. (OSHA Form 200 or state equivalent as prescribed by 29 CFR 1904.5) Reference EM 385-1-1, 01.D.04.</TXT>

</SPT><SPT><TTL>1.6.8 Accident Reporting</TTL>

<TXT>In addition to the requirements for reporting accidents in accordance with EM 385-1-1, Section 1, the Prime Contractor will submit at the 50% point and 100% of project completion, a written summary of worker's compensation claims filed by workers on the project. The report will include all subcontractors. The main report covering the Prime Contractor claims will be certified as "correct and true" by the Contractor's compensation insurance carrier. The same certification will be required for subcontractor reports.</TXT>

</SPT><SPT><TAI OPT=SIERRA><TTL>1.6.9 Fire Protection by Contractors</TTL></TAI>

<TXT><TAI OPT=SIERRA>

Coordination and cooperation between construction personnel and operating forces is required. On a lump-sum contract the contractor has by the terms of his contract primary responsibility for the protection of his own work. The contractor is responsible for all damage to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work. All contractors shall ensure against these liabilities. The contractor has absolute responsibility with regard to his own work and must exercise reasonable care in the protection of other property.

The Contractor shall furnish the proper number and types of fire extinguishers required to perform the contract, in accordance with EM 385-1-1 Protection Criteria. Contractor shall also furnish fire protection blankets and equipment to provide wet-down for an area 35 feet around all operations which produce sparks. The wet-down operations shall be performed a minimum of once daily depending upon weather and ground cover conditions. Contractor personnel assigned fire-watch duties shall have the knowledge of all portable firefighting equipment relevant to the operation."
</TAI></TXT>

</SPT><SPT><TAI OPT=SIERRA AMMO ONLY AREA><TTL>1.6.10 Evacuation Plan</TTL></TAI>

<TXT><TAI OPT=SIERRA AMMO ONLY AREA>

Procedures for protection of ALL personnel in the ammunition area on approaching "Lightning/Thunderstorms"

SIERRA ARMY DEPOT STANDING OPERATING PROCEDURE #SI-000-M-008 FOR:
Suspending Operations During Lightning/Thunderstorm Activity

Date: 01 SEPT 1970

REVISION NUMBER: 5 Date: 31 MAY 1995

Building 520 is equipped with a model 520 Electrical Storm Identification Device (ESID). According to the reference SOP, upon hearing an alarm on the ESID the trained operator will inform ALL occupied buildings, loading docks, Directorate of Law Enforcement and Security (x4345), demolition grounds and personnel in the ammo area. When telephoning above locations the operator's response will be passed to the supervisor or leader. Security Division will notify ALL contractors known to be in the Ammunition area (see paragraph 1.18D). OPERATIONS WILL CEASE WHEN THE LIGHTNING ACTIVITY IS WITHIN 5 MILES.

When lightning has been determined to be within 5 miles from a location that is not equipped with an approved lightning protection system, personnel will be evacuated from the job site. This includes personnel working on loading docks, railroad trains, motor trucks containing explosives or within the magazine area.

When the ESID indicates no lightning events for the last 15 minutes for cloud lightning and all ranges, all areas notified above will be re-notified and given the all clear signal.

The work area for this contract is located adjacent to an explosive hazardous/toxic facility when may emit harmful mists, fumes, gasses, and/or missiles into the surrounding atmosphere. Therefore the Contractor shall include an evacuation plan into his safety plan.</TAI></TXT>

</SPT><SPT><TAI OPT=SIERRA><TTL>1.6.11 Public Convenience and Safety</TTL>

<TXT>All persons working in or visiting hard hat areas shall be provided with and required to wear protective headgear. Hard hat areas are areas where there is a potential for injury to the head from falling objects. Protective helmets designed to reduce electrical shock hazard shall be worn by each such affected employee when near exposed electrical conductors which could contact the head. In accordance with EM 385-1-1, all construction areas are considered hard hat areas. The identification and analysis of head hazards will be documented in a hazard analysis, accident prevention plan, or project safety and health programs as appropriate. Refer to 29 CFR 1910.135 OSHA guide to comply with the American National Standard Institute (ANSI) requirements for industrial head protection.</TXT></TAI></SPT>

</SPT><SPT><TTL>1.7 PLANNED UTILITY OUTAGES AND STREET CLOSURES</TTL>

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<NPR>NOTE: ALT 1</NPR>

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<TXT> All utility outages and street closures shall be of as short a duration as possible and shall be scheduled as far in advance as possible with the Contracting Officer, in no case less than [[7] [14] [5-Vandenberg AFB]] days before the outage or closure. The Contractor shall obtain in writing from the Contracting Officer a statement or schedule giving the permissible times of outages or closures for particular installations and the maximum time allowed for each. The Contractor shall strictly observe such schedules and will be held responsible for any violations.</TXT>

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<NPR>NOTE: NELLIS MCP's</NPR>

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<TXT> (A) Street Closure:

The Contractor shall obtain approval in writing from the Contracting Officer before he can close any street or parking lot access. The request for closure shall be submitted in writing to the Contracting Officer 7 working days prior to planned closing and shall include the section to be closed and length of time of closure.</TXT>

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<NPR>NOTE: ALT 2</NPR>

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<TXT> Power outages shall be restricted to off-duty hours and weekends. Other utilities may be connected and streets closed during normal working hours with the outage duration and street closure as short as possible. All outages and street closures shall be scheduled as far in advance as possible with the Contracting Officer and in no case less than <HL3>***</HL3> days before the outage or closure. The Contractor shall obtain in writing from the Contracting Officer a statement or schedule giving the permissible times of utility outages or road closures for particular installations and the maximum time allowed for such outage. The Contractor shall strictly observe such schedules and will be held responsible for any violations.</TXT>

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<NPR>NOTE: NELLIS MCP's</NPR>

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<TXT> (A) Street Closure:

The Contractor shall obtain approval in writing from the Contracting Officer before he can close any street or parking lot access. The request for closure shall be submitted in writing to the Contracting Officer 7 working days prior to planned closing and shall include the section to be closed and length of time of closure.</TXT>

<NTE>
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<NPR>NOTE: <HL3>*** ALT 3 - FT IRWIN ***</HL3></NPR>

<&AST>
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<TAI OPT=FT IRWIN>

<TXT> All utility outages and street closures shall be of as short a duration as possible and shall be scheduled as far in advance as possible with the Directorate of Public Works (DPW), Building 385, in no case less than 14 days before the outage or closure. The Contractor shall obtain in writing from the DPW a statement or schedule giving the permissible times of outages or closures for particular installations and the maximum time allowed for each. The Contractor shall strictly observe such schedules and will be held responsible for any violations. A copy of the schedule, provided by the DPW, will be provided to the Resident Engineer, prior to the outage.</TXT></TAI>

<NTE>
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<NPR>NOTE: ALT 4 - LUKE AFB</NPR>

<&AST>
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<TXT> Utility outages and street closures shall be restricted to

off-duty hours and weekends, with the outage duration and street closure as short as possible. All outages and street closures shall be scheduled as far in advance as possible with the Contracting Officer and in no case less than 14 days before the outage or closure. The Contractor shall obtain in writing from the Contracting Officer a statement or schedule giving the permissible times of utility outages or road closures for particular installations and the maximum time allowed for such outage. The Contractor shall strictly observe such schedules and will be held responsible for any violations.</TXT>

<NTE>

<&AST>

<NPR>NOTE: <HL3>*** ALT 5 - McCLELLAN AFB ***</HL3>
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<NTE>

<&AST>

<NPR>NOTE: ALT 6 - MONTEREY AREA OFFICE ONLY (ALL
MIL PROJECTS SOUTH & WEST OF SACRAMENTO</NPR>

<&AST>

</NTE>

<TXT> All utility outages and street closures shall be of as short a duration as possible and shall be scheduled as far in advance as possible with the Contracting Officer, in no case less than 14 days before the outage or closure. The Contractor shall obtain in writing from the Contracting Officer a statement or schedule giving the permissible times of outages or closures for particular installations and the maximum time allowed for each. The Contractor shall strictly observe such schedules and will be held responsible for any violations. Before any outage or closure is scheduled, the Contractor will: 1) Have all approved materials necessary for the outage on hand, 2) Have completed, tested and been inspected by the Construction Quality Control Representative all preliminary work, 3) Prepare an accepted hazard analysis in accordance with section "ACCIDENT PREVENTION", 4) Have all permits and personnel qualifications on hand, 5) Have held a joint inspection with a representative of the Contracting Officer and the Construction Quality Control Representative.</TXT>

</SPT><SPT><TTL>1.8 EXCAVATION PERMITS</TTL>

<TXT><TAI OPT=ARMY>

All excavation permits will be issued to the Contractor from the Directorate of Engineering and Housing (DEH), through the Contracting Officer. The appropriate form, for this request, may be obtained from the Contracting Officer. Processing time required is 14 calendar days. Questions concerning the excavation permit should be directed to the Contracting Officer.

</TAI>

<TAI OPT=AIR FORCE>

All excavation permits will be issued to the Contractor from the Base Civil Engineer (BCE) through the Contracting Officer. The appropriate form, for this request, may be obtained from the Contracting Officer. Processing time required by the BCE is 14 calendar days. Questions concerning the excavation permit should be directed to the Contracting Officer.</TAI>

<TAI OPT=DOUGWAY PROVING GROUNDS>

(A) Prior to being allowed to perform any excavation at Dugway Proving Ground, the Contractor shall obtain a permit for excavation. The permit shall be issued by Dugway Facilities and Services Directorate through the Corps of Engineers.

(B) The Contractor shall make application for the permit to the Resident Office by taking the following steps:

(1) Prepare duplicate site plans or prepared plans, indicating all areas of excavation and the depth and width of excavations.

(2) Prepare a schedule, or show on the site plans a schedule, indicating the planned dates of excavation.

(3) Staking, in the field, all areas indicated on the plans for excavation.

(C) The Contractor shall allow a minimum period of thirty calendar days for completion of the excavation permit process by Dugway. No excavation will be permitted until the excavation permit is issued.

(D) Dugway regulations require the presence of a Dugway Safety Officer representative at the site during all excavation operations. The Contractor will therefore be required to schedule excavations in advance; unscheduled excavation work will not be allowed.</TAI>

<TAI OPT=FORT IRWIN> All excavation permits will be issued directly to the Contractor from the Directorate of Public Works (DPW). The appropriate form, for this request, may be obtained from the DPW of the Resident Office. Processing time required by the DPW is 14 calendar days. Questions concerning the excavation permit should be directed to the Directorate of Public Works located in Building No. 385.</TAI>

<TAI OPT=NELLIS> (A) Excavation Permit:

The Contractor will be required to obtain an excavation permit on AF Form 103 from the Base Civil Engineer prior to performing any required excavation under this contract. The form shall be accompanied by a sketch showing size, depth, location, and extent of all excavation and trenching included in the contract. The completed form shall be submitted to the Base Civil Engineer with a copy to the Resident Engineer at least 10 working days prior to intended date of excavation. During the 10-day period the Base Civil Engineer and Base Communications Officer will make known to the Contractor by drawings, staking, or both, the location of all known buried utilities and communication lines. In these identified areas, only hand excavation will be permitted.

(A) Welding Permit:

Where welding of any nature is to be performed on Nellis Air Force Base, the Contractor shall apply for a welding permit by calling the Fire Department, extension 652-9630. A permit will be issued within two working days with instructions for welding, fire prevention.</TAI>

<TAI OPT=SIERRA> All excavation permits will be issued to the Contractor from the Directorate of Public Works (DPW), through the Contracting Officer. The appropriate form, for this request, may be obtained from the Contracting Officer. Processing time required is 14 calendar days prior to excavation. Excavation permits expire after 30 calendar days. If requested, a time extension may be granted at the discretion of the chief of Engineering Plans and Services. The Contractor is responsible for obtaining excavation permits from Citizenstelecom and Premiere Cable Ltd. II. The Government may assist in these situations.

Questions concerning the excavation permit should be directed to the Contracting Officer.</TAI>

<TAI OPT=VANDENBERG>

(A) Excavation Permit:

(1) The Contractor shall obtain and process an AF Form 103, Civil Engineering Work Clearance Request, from the Contracts Management Section, Building 11433, 6-8093. The Contractor shall provide sketches showing the location, size, and depth of any excavation and trenching. The Contractor shall list proposed utility, fire, or security system outages. The AF Form 103 shall be processed through the appropriate government agencies for review and coordination. Government agencies will annotate the form with special instructions or requirements. The AF Form 103 with sketches, all in triplicate, shall be submitted a minimum of 5 work days prior to the proposed construction start date. Work shall not begin until the AF Form 103 is fully approved.

(2) When any digging is performed in the vicinity of utilities or communication cables, Civil Engineering Group (30 CEG) and/or Communications Squadron (30 CS) monitors, as required, will be present. No mechanical digging shall be performed within 4 feet of utilities or communication cables until they are physically exposed by hand digging. If a utility or communication cable is damaged, notify the Contracting Officer immediately. Twenty-four hours advance notice for CE monitors, 6-8093, and CS monitors, 6-4400, is required. Work shall not begin until the monitors are present.

(3) Seventy-two hours advance notice for environmental monitors, 6-1922, is required. Work shall not begin until the monitors are present.

(B) Welding Permit:

Welding or torching of any kind on Vandenberg AFB requires a welding permit. The Contractor shall obtain a welding permit from the Fire Protection Flight, Building 10660, 6-5380. A permit will be issued within 2 work days with instructions for welding fire prevention.</TAI>

<TAI OPT=CIVIL PROJECTS>

(A) General:

Reference is made to the article of the contract entitled "Permits and Responsibilities," which obligates the Contractor to obtain all required licenses and permits.

(B) Railroad:

Before entering upon the premises of the <HL3>[_____] </HL3>, hereinafter called the railroad, in connection with performance of the contract work, the Contractor will be required by the railroad to enter into an agreement. Such agreement will probably include provisions requiring the Contractor to (a) furnish public liability insurance or indemnification bonds in an amount designated by the railroad; (b) to indemnify the railroad for any claims which result from performance of the contract work on or use of railroad premises by the Contractor; (c) to pay for services of any inspectors, flagmen, or watchmen furnished by the railroad during performance of the contract work on or use of the premises of the railroad by the Contractor; and (d) conform with any other conditions relative to use and occupancy, and the performance of work on railroad premises. The Contractor shall submit to the Contracting Officer a true copy of any agreements entered into. No separate or additional

payment will be made by the Government to the Contractor for costs incurred by the Contractor as a result of compliance with these provisions.</TAI>
</TXT>

</SPT>

<SPT><TTL>1.9 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER</TTL>

<NTE>

<&AST>

<NPR>NOTE: ALT 1 - ALL MILITARY PROJECTS EXCEPT
EDWARDS AFB & FT IRWIN</NPR>

<&AST>

</NTE>

<TXT> (A) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE, Section 00700, entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)". 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) The following schedule of monthly anticipated adverse weather delays is 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 these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
()	()	()	()	()	()	()	()	()	()	()	()

STATE

CALIFORNIA

INSTALLATION/NOAA STATION

<TAI OPT=SIERRA>SIERRA AD/SUSANVILLE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(20)	(17)	(17)	(13)	(06)	(03)	(01)	(01)	(04)	(10)	(15)	(20)

</TAI><TAI OPT=BEALE>BEALE AFB/MARYSVILLE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(07)	(06)	(05)	(04)	(01)	(00)	(00)	(00)	(01)	(02)	(05)	(07)

</TAI> <TAI OPT=MILITARY PROJECTS>OAKLAND AB/RICHMOND

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(06)	(05)	(05)	(04)	(01)	(00)	(00)	(00)	(01)	(02)	(05)	(06)

</TAI>LETTERMAN HOSPITAL/REDWOOD CITY

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(06)	(05)	(05)	(04)	(01)	(00)	(00)	(00)	(01)	(02)	(05)	(05)

PRESIDIO OF SF/REDWOOD CITY

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(06)	(05)	(05)	(04)	(01)	(00)	(00)	(00)	(01)	(02)	(05)	(05)

SHARPE AD/TRACY CARBONA

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(09)	(05)	(05)	(03)	(01)	(00)	(00)	(00)	(00)	(01)	(04)	(08)

RIVERBANK ARMY AMMO PLANT/TRACY CARBONA

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(09)	(05)	(05)	(03)	(01)	(00)	(00)	(00)	(00)	(01)	(04)	(08)

<TAI OPT=TRACY>TRACY DEFENSE DEPOT/TRACY CARBONA

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(09)	(05)	(05)	(03)	(01)	(00)	(00)	(00)	(00)	(01)	(04)	(08)

</TAI> <TAI OPT=PRESIDIO OF MONTEREY & CAMP ROBERTS>PRESIDIO OF MONTEREY/MONTEREY

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(06)	(05)	(05)	(04)	(01)	(00)	(00)	(00)	(00)	(01)	(04)	(05)

</TAI><TAI OPT=CAMP ROBERTS>CAMP ROBERTS/KING CITY

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(10)	(07)	(05)	(03)	(01)	(00)	(00)	(00)	(00)	(02)	(06)	(11)

</TAI> NEVADA

HAWTHORNE ARMY AMMO PLANT/YERINGTON

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(21)	(18)	(18)	(10)	(05)	(02)	(01)	(01)	(04)	(09)	(19)	(22)

UTAH

<TAI OPT=HILL>HILL AF RANGE/BEAR RIVER

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(22)	(19)	(15)	(07)	(04)	(03)	(01)	(02)	(02)	(05)	(15)	(22)

</TAI>OGDEN DEFENSE DEPOT/OGDEN

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(22)	(17)	(13)	(08)	(05)	(03)	(01)	(02)	(03)	(05)	(12)	(22)

<TAI OPT=HILL>HILL AFB-FT DOUGLAS/OGDEN

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

(22) (17) (13) (08) (05) (03) (01) (02) (03) (05) (12) (22)

</TAI>TOOELE AD/TOOLE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(20)	(16)	(14)	(08)	(05)	(03)	(02)	(02)	(02)	(05)	(13)	(21)

<TAI OPT=DOUGWAY PROVING GROUNDS>DUGWAY PROVING GROUND/TOOELE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(20)	(16)	(14)	(08)	(05)	(03)	(02)	(02)	(02)	(05)	(13)	(21)

</TAI>

MEAN INCREMENT DAYS PER MONTH

LOS ANGELES DISTRICT MILITARY INSTALLATIONS

STATE

CALIFORNIA

INSTALLATION/NOAA STATION

<TAI OPT=VANDENBERG>VANDENBERG AFB/LOMPOC

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(05)	(05)	(05)	(03)	(01)	(00)	(00)	(00)	(01)	(01)	(04)	(05)

</TAI>GEORGE AFB/VICTORVILLE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(13)	(12)	(08)	(03)	(00)	(00)	(00)	(01)	(00)	(02)	(10)	(15)

NORTON AFB/SAN BERNADINO

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(05)	(05)	(05)	(03)	(01)	(00)	(00)	(00)	(01)	(01)	(04)	(05)

<TAI OPT=NELLIS> NEVADA

NELLIS AFB/BOULDER CITY

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(05)	(03)	(03)	(01)	(01)	(00)	(01)	(02)	(01)	(01)	(02)	(05)

</TAI> ARIZONA

NAVAJO AD/CHINO VALLEY

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(21)	(18)	(17)	(13)	(04)	(01)	(04)	(05)	(02)	(06)	(17)	(22)

<TAI OPT=LUKE AFB>LUKE AFB/TEMPE

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(09)	(05)	(03)	(01)	(00)	(00)	(02)	(02)	(01)	(02)	(03)	(07)

</TAI>WILLIAMS AFB/MESA

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
(07) (05) (03) (01) (00) (00) (02) (02) (02) (02) (02) (05)

<TAI OPT=YUMA PROVING GROUNDS>YUMA PROVING GROUNDS/IMPERIAL, CA

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
(03) (02) (01) (00) (00) (00) (00) (01) (00) (00) (00) (02)

</TAI>DAVIS-MONTHAN AFB/TOMBSTONE

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
(10) (07) (05) (02) (01) (01) (06) (05) (03) (02) (05) (08)

<TAI OPT=FT HUACHUCA>FORT HUACHUCA/TOMBSTONE

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
(10) (07) (05) (02) (01) (01) (06) (05) (03) (02) (05) (08)

</TAI>

(C) Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day.

(ER 415-1-15, 31 OCT 89)</TXT>

<NTE>

<&AST>

<NPR>NOTE: ALT 2 - EDWARDS AFB</NPR>

<&AST>

</NTE>

<TAI OPT=EDWARDS>

<TXT> (A) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE, Section 00700, entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)". 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) The following schedule of monthly anticipated adverse weather delays is 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 these anticipated adverse weather delays in all weather dependent activities. Adverse weather days were determined based on the following four elements:

Precipitation greater than or equal to .10 inch.
Minimum temperature less than or equal to 32 degrees F.
Maximum temperature greater than or equal to 100 degrees F.
Surface wind greater than or equal to 20 MPH.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
 WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(13)	(12)	(08)	(03)	(00)	(00)	(00)	(01)	(00)	(02)	(10)	(15)

(C) Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day.

(ER 415-1-15, 31 OCT 89)</TXT></TAI>

<NTE>

<&AST>

<NPR>NOTE: ALT 3 - FORT IRWIN</NPR>

<&AST>

</NTE>

<TAI OPT=FORT IRWIN>

<TXT> (A) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE, Section 00700, entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)". 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) The following schedule of monthly anticipated adverse weather delays is 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 these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
 WORK DAYS BASED ON (5) DAY WORK WEEK

ELEMENT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Precipitation over 0.10"	2	1	1	0	0	0	0	0	1	0	1	1
Temperature below 32 degrees F	18	9	4	0	0	0	0	0	0	0	6	20
Surface Wind over 17 Knots (20MPH)	2	3	5	5	4	2	1	1	1	2	2	3

(C) Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to

normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day.

(ER 415-1-15, 31 OCT 89)</TXT></TAI>

</SPT>

<TAI OPT=SACRAMENTO PROJECTS><SPT><TTL>1.10 EQUIPMENT DATA FORM</TTL>

<TXT> In conjunction with paragraph, EFARS 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE, in Section 00800, the Contractor shall furnish SPK Form 450 for all necessary equipment to perform work requiring adjustment of contract price and shall submit these forms with the modification proposals. A sample form is at the end of this section.
</TXT>

</SPT></TAI><SPT><TTL>1.11 SPECIAL CONSTRUCTION PROCEDURES</TTL>

<TXT><TAI OPT=BEALE PAVE PAWS>

(A) Construction coordination:

Construction coordination through the Contracting Officer will be required to reduce delays and conflicts with projects currently under construction and other future projects. Construction coordination shall be required throughout the life of this contract. The Contractor shall modify his scheduled sequence of work as required to avoid construction conflicts with ongoing construction contracts within his limits of work. Such modifications will be made monthly in a schedule review conference to be held with the Contracting Officer's Representative.

(B) Outage affecting existing facilities:

Outage affecting any existing facilities or operations will be limited and must be planned, requested and submitted to the Contracting Officer not later than the 10th of each month prior to the month during which the outage is to occur. Only approved outages will be permitted. The Contractor shall be provided with space for temporary storage of the new equipment within the job site facility, or other assigned location, in order to cut down on the installation time and possible outage time requirements.

(C) The construction project area:

The construction project area, PAVE PAWS site is under tight/restricted security. Precise procedures are required for entry and exit to and from the site and for the performance of work include the following:

(1) Government constant surveillance and escort of Contractor's personnel is required while working at the job site.

(2) Contractor's personnel entry and exit security check to and from the job site will be required (15 - 20 minutes). The Contractor shall include in his bid a minimum of 20 minute delay for each entry and exit into the jobsite. Entry and exit will be restricted to the hours of 7:00 AM through 3:30 PM.

(3) Contractor's vehicles will be searched each time it enters or leaves the fenced area of the job site.

(4) Each Contractor's personnel must submit a letter to the Corps of Engineers Sacramento Resident Office at least three (3) days prior to

scheduled access to the job site. The letter shall include the name, Social Security number, purpose for entering the project site, the date expected to enter the job site and the name of the Contractor.</TAI>

<TAI OPT=DOUGWAY PROVING GROUNDS>

(A) Work Schedule:

Contractor will be required to perform the work required on this project within the normal hours of the workweek at Dugway Proving Ground. The workweek at Dugway Proving Ground is Monday through Thursday, with normal hours from 7:00 am to 5:30 pm. The Contractor is responsible for making an evaluation of this required four (4) day, forty (40) hour work week and include this requirement in the preparation of his bid. The Contractor's progress schedule shall reflect this requirement for a four (4) day, forty (40) hour work week. The Contractor will not be able to operate outside of normal working hours.

(B) The proposed construction location:

The proposed construction is located at the Dugway Proving Grounds (Secure Area). Security procedures for access to the area may have a significant influence on the Contractor's method and schedule for work performance. Any or all of the following security procedures may apply to Contractor's personnel and materialmen seeking access to the project site:

- a. Initial and subsequent issue of access badge.
- b. Vehicle passes and vehicle safety inspection by Army personnel.
- c. Denial of access of certain personnel, including foreign nationals.
- d. Attendance at safety briefings by Base prior to entering area.
- e. Issue and maintenance of protective mask (personnel must be clean shaven to wear masks).
- f. Blood tests. (Red Blood Cell Acetylcholinesterase (RBC-Che) tests will be performed by the Health Clinic at a cost of \$10.00 per test, each employee shall have a minimum of 3 tests, two for a baseline and one upon exit. Contact the Chemical Surety Office for further information.)
- g. Exchange badge procedure for access to secure area.
- h. Inspection of vehicles and contents upon entering/departing area.
- i. Restrictions on storage of material within secure area.
- j. Required demobilization of construction equipment stored in secure area.
- k. Escorts and restrictions on personnel movements in secure area.
- l. Limitations on guard changes and unscheduled Contractor work.
- m. Restrictions on smoking and eating in secure area.
- n. Mandatory evacuation of area if ordered.
- o. Additional chemical safety procedures required if storage buildings are to be opened or entered by Contractor.
- p. Inoculations may be required for Contractor personnel.

The Contractor is responsible for making an evaluation of the above and for including reasonable costs within the bid price for normal security procedures in effect for the project location. Additional information is available from the Security Office at Dugway Proving Ground and it is strongly suggested that Contractors contact the Security Office prior to bid times.</TAI>

<TAI OPT=EDWARDS>

(A) Base-wide identification of employees

The Contractor shall submit the following information on its company letterhead not less than 7 calendar days prior to the start of work on this project.

- (1) Project Name
- (2) Project Location
- (3) Project start date
- (4) Anticipated completion date
- (5) Name, nationality, and social security number of each employee who will be working on this project.
- (6) Registration numbers of all vehicles that will be required to enter the Base.

(C) Special requirements for entry onto the flightline

(1) In addition to Base-wide identification, personnel entering onto the flight line shall submit driver license numbers on the entry access letter. The Contractor shall submit all vehicle license numbers which will require access to the base and flight line.

(2) All personnel who need to drive on the flight line will take the base flight line training course. The course is offered every Monday at 0800 and is approximately 2 hours long. Only those trained will be allowed to drive on the flight line. It will be the Contractor's responsibility to ensure a trained driver is available for driving on the flight line. If a trained driver is not available, vehicle will have to be escorted at the escorts convenience. It will be the Corps of Engineers's construction managers responsibility to ensure the prime contractor informs all his subcontractors of the flight line criteria. Only vehicles with the company logo will be allowed on the flight line. Each vehicle to be driven on the flight line will require a red line badge. All vehicles requiring access onto the base will require temporary passes to allow easier daily access to the base. Only vehicles necessary for construction work will be allowed on the flight line. No private vehicles will be allowed. The contractor shall keep the number of vehicles needing access to the flight line to a minimum.

(3) The contractor shall access the flight line from either the 1200 gate (open from 6:00 am to 10:00 pm, M-F) or the contractor gate located behind 1600 (access as required). The contractor shall use the closest gate to the construction site to minimize traffic along the flight line (between 1210 and 1600). Access to the flight line at times other than normal working hours will require coordination with base security police one week prior to the requirement.

(4) For access to areas across the ramp for construction of the additional ramp area and pads, the contractor shall use only one path straight across the ramp area. This will be directly across from the 1200 gate. If necessary a road will be painted for the contractor to follow. Vehicles will not be allowed across the ramp at any other point as it has a tremendous impact on taxiing aircraft.

(5) The contractor shall have sweeper support to keep the ramp area free from foreign object damage (FOD). The area shall be swept as necessary not just on an hourly or daily basis. Any loads being driven onto the flight line shall be covered to minimize FOD. A FOD check will be a mandatory operation for base security police during the construction

period.

(D) Use of fire hydrants

Any use of the fire hydrants will be coordinated one week in advance with the base fire department and airfield management.

(E) Cooperation with Others:

During the life of this contract, other Contractors will be performing operations in the general area where work under this contract is being performed. The Contractor shall cooperate with others in all respects wherever necessary for the better prosecution of the work. As far as practicable, all persons working in the vicinity shall have equal rights to the use of all transportation facilities and grounds within the limitations specified in the CONTRACT CLAUSES, Section 00700. The obligation of the Contractor under this contract shall include jointly planning and scheduling the work, on a cooperative basis, with other Contractors in order to minimize delays and interferences. The Contractor shall so arrange his operations as to not interfere with other work in progress. In case of dispute or disagreement regarding use of transportation and storage facilities and rights of access, the decision of the Contracting Officer shall govern.

(F) Landfills and Disposal Verification:

Prior to conclusion of the contract, receipt and approval of the Contractor's disposal submittal must be accomplished. For off-base disposal of demolition debris and hazardous waste the Contractor shall, as a minimum, submit the following to the Environmental Management Office, AFFTC/EM:

(1) Name and address of the proposed landfill to be used for disposal of construction project demolition waste

(2) Landfill class

(3) Material list with quantities to be disposed at the proposed landfill</TAI>

<TAI OPT=FT HUACHUCA> (A) Borrow material

Borrow material will be obtained off Base at no additional cost to the Government.

(B) Clean fill site

There will no longer be a clean fill dump site available on Post.</TAI>

<TAI OPT=FT IRWIN> (A) Temporary Fence:

The Contractor shall erect and maintain a temporary site fence. The fence shall be at least a 6'-0" high chain link fence installed on metal posts. A vision inhibitor consisting of slats or other approved means, shall be installed. The fence shall be capable of withstanding wind loads of 60 m.p.h. without damage. All materials and installation are subject to approval of the Contracting Officer's Representative. The fence shall encompass the entire project site. The fence location and design shall be submitted for approval. The submittal shall provide detailed drawings and

computations signed by a registered engineer. The layout will include the proposed location of access gates. Gates are to be locked at all times when the Contractor is not on site. For purposes of safety, the Contractor shall provide tagged keys to the Fort Irwin Resident Engineer's Office and the Fort Irwin Fire Department. The Contractor shall clean daily the fence perimeter, both within the fence and outside of the fence to prevent any accumulation of trash and debris adjacent to the fence. The fence will be removed upon a written notice by the Contracting Officer's Representative.

<TAI OPT=FT IRWIN W/CONTAMINATED SOILS> (B) Contaminated soil:

This project is located in a traditional non-hazardous location, the surface is unused desert environment. In the event of an encounter with contamination during construction, the following specific guidance will apply:

(1) If visual evidence and/or detectable odor is encountered, construction work shall stop immediately and the Contractor shall notify the Post Environmental Branch, extension 3740. The Directorate of Public Works (DPW) Environmental Branch will immediately perform a preliminary site investigation to include samples and analysis. Then, based on findings, will initiate clean up procedures. After clean up procedures are completed, the area will be resampled and reanalyzed to certify that the area is clean of contamination and if clean, work would be allowed to continue. The DPW Environmental Branch will certify in writing that the area is clean and construction work may continue.</TAI>

<TAI OPT=PRESIDIO OF MONTEREY & CAMP ROBERTS> (A) Contractor Yard Site:

This paragraph specifies limited Contractor use of federal property for yard and office. Requirements are as follows:

</TAI>
<TAI OPT=EXCLUDES CAMP ROBERTS> (1) Directorate of Engineering and Housing (DEH) Fort Ord will designate land area and facilities that may be used by Contractor for yard, office, and storage space.</TAI>

<TAI OPT=CAMP ROBERTS>
(1) Director of Facility Engineering (DFE) Camp Roberts will designate land area and facilities that may be used by Contractor for yard, office, and storage space.

</TAI>
<TAI OPT=CAMP ROBERTS> (2) The site and facilities provided to the Contractor shall be used only in connection with the contract and only for the term of the contract.

(3) Contractor shall not permit vehicles or trailers to remain on the site outside of normal working hours, and shall not allow facilities on the site to be used as temporary residences.

(4) Contractor may construct temporary structures or park office trailers on the site.

(5) Site shall be maintained in a clean condition; trash and

debris shall not be permitted.

(6) Site and facilities shall be returned to (DEH) (DFE) in satisfactory condition before transfer of construction, unless prior arrangement has been made.

</TAI>

<TAI OPT=NELLIS MCP> (A) Haul Route Cleanup:

The Contractor shall clean, sweep, or pick up, as necessary, mud, rocks, trash, or any other type of debris spilled along haul routes, immediately after passage. Cleanup shall be performed to the satisfaction of the Contracting Officer.

(B) Tree Relocation:

Trees, plants, shrubs, etc., designated for salvage shall be carefully removed and replanted at locations on Nellis AFB as shown on the drawings. Excavation shall be accomplished so as to avoid unnecessary damage to roots, limbs and foliage, and the plant shall be maintained in good condition until replanted in its new location.

(C) Pavement Excavation:

The Contractor shall notify the Contracting Officer of the starting date, location, and scope of any cutting and removal of pavement. The Contractor shall also report the length of time necessary to complete the work, replace the pavement and make the parking lot or street fully operational. When pavement excavation will be continuous for more than 5 days, the schedule of work for each day shall be submitted. The daily schedule shall be updated as necessary by each Monday if total duration is greater than 5 working days. The notification will be in writing and submitted to the Contracting Officer for approval at least 7 work days prior to the start of work.

</TAI>

<TAI OPT=PRESIDIO OF SAN FRANCISCO FAMILY HOUSING> (A) General:

All family housing quarters will be occupied during the period of performance of this contract. The following scheduling and notice giving procedures will be required during this contract in order to provide the Contractor with scheduled access to the quarters with a minimum of delays and a minimum disruption to the occupants.

(B) Scheduling Requirements:

The Contractor shall prepare a schedule to insure that building occupants are notified that work will be performed in their quarters and that the occupants are to be home when the work is done. This schedule will also be used to insure that work is performed on the date that is provided to the occupants. This schedule is in addition to other schedules required by other sections of these specifications. The schedule shall be substantially similar to the sample included herein. This schedule shall show work for the next four weeks and it shall be revised and submitted weekly. A copy of this schedule shall be delivered to the Contracting Officer and the housing area mayor. The address of the housing area mayor will be provided by the Contracting Officer.

(C) Notice Requirements:

The Contractor shall post a notice on the door of each quarters, 14

to 21 days prior to doing work in the quarters. This notice will be in the form of a letter with blank spaces that the Contractor will fill in for quarters number, date work will be done, date notice is posted and other pertinent information. An original of this letter will be supplied by the Contracting Officer for reproduction by the Contractor. A copy of the notice as delivered to the occupant shall be provided at the same time to the Contracting Officer and to the housing area mayor.

(D) Bidding Information:

For the purposes of bidding and scheduling, assume that 10% of the quarters will have to be rescheduled due to the occupants not being home on the scheduled date. No adjustments in contract time or amount will be made until that number of units have been rescheduled.

(E) Schedule Maintenance:

All reasonable efforts must be made to perform the work on the exact date given in the posted notice to the occupant. Reasonable efforts include, but are not limited to the use of extra crews and extra supervisors, overtime work, air freight of materials and similar measures to insure on time performance.

(1) Contractor Caused Delays: If work in any quarters cannot be performed on the date given in the notice to the occupant because of acts of the Contractor, such as over optimistic scheduling, material or labor shortages, etc., a notice of delay shall be delivered to the occupant and to the Contracting Officer as soon as the delay becomes known. A revised work date must be approved by the Contracting Officer before a revised notice containing the new work date is delivered to the occupant and the housing area mayor and the Contracting Officer. The revised work start date must be 14 to 21 days after the revised notice is delivered.

(2) Other Delays: If work in any quarters cannot be performed on the date given in the notice to the occupant because of reasons other than acts of the Contractors, such as occupant not being home, differing site conditions substantially slowing the work, etc., the Contracting Officer shall be notified so that a new work date can be established.

(F) Other Requirements:

(1) Name Card: Upon completion of the work and final cleanup in each quarters, the workmen shall leave with the occupant a card containing the name(s) of the workmen, who performed the work in that unit.

(2) Identification Requirements: The Contractor shall provide a identification card for each employee bearing an easily recognizable photograph of the employee, the Contractor's name and the workman's name. Names shall be at least as large as standard typewriter printing. The workman's hard hats shall bear the name or insignia of the Contractor. The ID card shall be prominently displayed at all times when work is being performed.

(3) Employee Listing: The Contractor shall furnish to the Contracting Officer a list of all workmen, who will be performing work inside any quarters. The Contracting Officer will provide to the Contractor a temporary letter of identification for each worker. No workmen will be allowed into any quarters whose name is not on the list given to the Contracting Officer.

(4) Availability of Quarters: Ten percent of the total number of buildings in each area will be made available upon receipt of notice to proceed. Thereafter they will be available on a one for one basis. When a completed building has a final inspection and acceptance, the next building will be made available. More buildings may be made available, if the Contractor's performance indicates that the units can be consistently completed in a timely manner in accordance with the Scheduling Requirements, Notice Requirements and Completion of Units paragraphs contained herein.

(5) Completion of Units: No payment will be made for partially completed quarters. Once work has begun in any quarters, work shall be performed in a diligent and uninterrupted manner until completed. Multiple entries into the same quarters shall be kept to a minimum and will be permitted only by the Contracting Officers approval. Maintenance of adequate supplies of available materials and labor to complete all work in any single quarters during one entry period is a Quality Control requirement.

(6) Clean-Up: Quarters shall be left in a vacuum clean condition in the area where work was done. Contractor caused debris shall be removed from the quarters and disposed of properly. Use of quarters restrooms is not permitted.</TAI>

<HL3>*** DDRW - SHARPE SITE ***</HL3>

(A) Contractor - Visitor Badges

(1) Contractors will apply for badges at the Security Operations Pass & ID Office, Building S-108, Sharpe Facility. Contractors may be required to submit Security Form DD 3988-2, National Agency Questionnaire (NAQ), for all proposed superintendents and/or foremen, at least one week prior to initiation of work and prior to badges being issued. This form may be obtained at the Pass & ID Office. When applying for a badge, contractor and subcontractor, personnel must present a drivers license or another identification card with a photograph, and a copy of the contract. Badges will be issued to and worn by supervisors and/or foreman who will be responsible for the conduct of their crew while on DDRW San Joaquin Facilities (Sharpe and Tracy).

(2) A minimum of one week prior to entry and initiation of work on San Joaquin Facilities, the Prime Contractor shall submit a list of all prime and subcontractor employees including any other personnel required to perform work on San Joaquin Facilities during the contract performance period. The list is to be submitted to both the Contracting Officer Representative (COR), and to the Security Office, Building 1A, for construction at the Tracy Facility. If personnel are added or changed during the contract performance period, a revised list is to be submitted prior to any new employees' arrival for work at San Joaquin Facilities, Security may refuse entry to employees not on the employee list.

(3) Badges will be issued for the contract performance period. A check will be made periodically by Security on the status of these badges. Normally, on projects longer than one month, a badge will be issued to the Prime Contractor's superintendents or foreman. Normally, on projects of one month or less, a badge will be issued only to the Prime Contractor's superintendent. The Security Office may approve additional badges on service contracts and on particularly large or complex construction projects.

(4) All Prime Contractor and subcontractor employees will be required to sign in the first day at Pass & ID Office (Building 1A at Tracy). During the contract performance period, a contractor employee with a badge will be required to escort employees without badges between the gate and the project site.

(5) Suppliers, vendors, or other one-time or occasional visitors do not need to be escorted to the project site; however, a contractor employee with a badge must notify the Security Officer at the gate. Notification will be done on the day of the visit, and include the name of the company and the nature of the visit. Security may refuse entry without this notification.

(6) All expired or unnecessary badges will be returned to the issuing office. The Contractor agrees to pay a replacement fee of \$22.00 for each badge not returned.

<HL3>*** SIERRA ***</HL3>

<TAI OPT=SIERRA>(A) Contractors by virtue of contract award will be given access privileges to Sierra Army Depot (SIAD). Contractors/sub-contractors are required to provide the Security Division, through the Corps of Engineers, Sierra, a letter of introduction identifying all company personnel who will be working at SIAD by complete name, address, and Social Security number, date and place of birth, citizenship, and Resident Alien Number (if applicable). Depot access badges will be issued at the Security Division, Building P-100.

(1) Each member of the Contractor's work force shall be individually badged at the Depot Identification Office. The badge shall be retained by the Contractor's employee throughout the contract period.

(2) Contractor is responsible for the turn-in of all security badges, e.g., completion of contract, termination of employee, etc.

(3) Report lost badges to the Pass and ID section, DLES phone number 4108 as soon as the loss is discovered.

(4) Be prepared to produce security badges each time entering a security area. Temporary badge for any individual who may have forgotten his/her badge can be obtained from the Identification/Registration Section.

(B) Traffic Enforcement:

(1) Traffic laws are enforced by the Security Division using state codes. All roads/streets have speed limit signs posted.

(2) Violations are adjudicated by the U.S. Magistrate. Court appearances may be requested or mandatory.

(3) Radar is used to enforce traffic speed limits.

(C) Work Schedule:

Work must be accomplished between the hours of 6:30 A.M. and 5:00 P.M., Monday through Thursday, except Federal holidays. Prior to the beginning of work, the Contractor shall present to the Contracting Officer

or his authorized representative, his proposed schedule of work. A written work schedule shall be submitted to maintain an accurate 2 week task plan. The schedule shall be updated weekly to maintain the 2 week task plan. The work schedule will be approved by the government as part of the scheduling process. This work schedule shall be strictly adhered to. The work schedule shall be in the form of a GANNT chart or equivalent, including dates and locations of work to be performed.

Delays or temporary suspension of work resulting from adherence to the 2 week task plan shall be borne by the contractor at no additional cost to the Government.

(1) Construction personnel who must temporarily be near Potential Explosive Sites (PESs) to perform their job will be provided the maximum practical protection from the effects of possible explosion. Workers in the vicinity of active PESs should be provided with at least Public Traffic Route (PTR) distance protection. Workers may be exposed to static ammunition storage or other PESs at distances less than PTR provided that no operations are permitted at the PES while the construction workers are present.

If workers must be exposed to active PESs at less than PTR distance, the MACOM will approve control measures implemented to minimize the chance of an explosion occurring. Documentation showing the rationale for control measure taken will be maintained until operations have been completed and workers have permanently vacated the work site.

All Contractor Work scheduled in the ammunition area at SIAD must be coordinated with points of contact between the Corps of Engineers, the Directorate of Ammunition Operations and the Directorate of Public Works; Engineering Plans and Services Division of Sierra Army Depot. This will minimize work stoppage in the ammunition operations areas.

(D) Vehicles entering restricted areas on the Depot, whether Contractor-owned or privately-owned, shall undergo inspections for safety and will be issued a pass. Vehicle permits will be issued for up to 45 days maximum. Each vehicle will be required to carry a fire extinguisher at all times.

(1) Company or privately-owned vehicles, when parked, must have ignition keys removed. After duty hours, vehicles left on the Depot will be parked outside restricted areas and properly secured or immobilized.

(2) Contractor is solely responsible for the removal of incapacitated vehicles or equipment from restricted areas.</TAI>

<HL3>*** FOR MAGAZINE AREA ONLY ***</HL3>

(E) Additional Security Requirements for the Secure Area:

(1) All personnel granted access to the Magazine Area will have to be under authorized escort at all times during the performance of their work, except those individuals who have been determined to be trustworthy as a result of the favorable completion of a NAC (or ENTNAC). Each time Contractor vehicles enter or leave these areas, they will be subject to delays due to security procedures inclusive of a search.

(2) All Contractor/subcontractor personnel vehicles must be escorted by Security between the entrance of the Magazine Area and the

construction site. Escorts will remain at the construction site. The Contractor may expect about a 1 hour delay per day.

(3) Company vehicles requiring access into the Magazine Area or other restricted area must first be inspected by Quality Assurance. Approvals will be annotated on the vehicle pass. All vehicles must be escorted by Security.

<HL3>*** TOOELE AD, UT ***</HL3>

(A) Work Schedule:

(1) The Contractor shall perform the work required on this project within the normal hours of the work week at Tooele Army Depot. The work week at Tooele Army Depot is Monday through Thursday, with normal hours from 6:30 am to 5:00 pm. The Contractor is responsible for making an evaluation of this required four (4) day, forty (40) hour work week and include this requirement in the preparation of his bid/offer. The Contractor's progress schedule shall reflect this requirement for a four (4) day, forty (40) hour work week. Any work that the Contractor wishes to perform outside of these hours must have prior approval from the Contracting Officer's Representative. The Contractor shall obtain this approval by submitting a written request to the Contracting Officer's Representative no later than seven (7) working days in advance of the dates requested by the Contractor.

(2) The Communications Office shall be notified at least 24 hours before excavation activities are started. The Contractor shall make sure all lines are located before excavation commences.

(3) Construction vehicles entering the Depot shall pass a safety inspection.

(4) Vehicles entering the Depot shall be insured and licensed.

(5) Admittance to the Work Site: The Contractor is solely responsible for all acts committed by persons admitted to the Government work site at the request of the Contractor.

<HL3>*** USE FOR NON-SECURE AREA (NORTH AREA) ***</HL3>

(B) Security Procedures:

(1) All Contractor employees shall be U.S. citizens.

(2) Foreign Nationals: Army regulations prohibit foreign nationals from entering Army installations without prior written approval from the installation's commander. Requests for foreign national employees to enter the depot shall be submitted for approval to the Director of Law Enforcement and Security at least 14 days prior to the desired date of employment. Such requests shall be fully justified and will be considered on a case-by-case basis.

(3) Initial and subsequent issuance of access badge for all Contractor personnel.

(4) Citations can be issued by Depot security guards. Violators may have to appear in magistrate court in answer to a citation.

(5) Drivers shall carry a valid driver's license.

(6) Equipment: All mobile equipment (e.g., trucks, forklifts) shall be secured after normal duty hours. Commercial type vehicles shall have the ignition key removed and the doors locked and windows rolled up.

(7) Property Pass: Contractor/subcontractor personnel hauling material/equipment into or out of Tooele Army Depot shall have in their possession a valid DA Form 1818, Individual Property Pass, signed by an authorized representative of Facilities Engineering Division or the Tooele Army Depot supervisor assigned to the project. Incoming material listed on a purchase order from the Contractor will be sufficient to allow the material onto the depot.

(8) Vehicle/Package Inspection Program: All vehicles/packages entering onto, within the confines of, or departing Tooele Army Depot are subject to inspection by authorized security personnel.

(9) Any questions pertaining to security operations/regulations should be directed to Mr. Warren Stewart or Ms. Nicole Higgins, Ext. 2559/2568.

<HL3>* USE FOR SECURE AREA (SOUTH AREA) ONLY ***</HL3>**

(B) Security Procedures:

The proposed construction is located at the Tooele Army Depot, South Area. Security procedures for access to the area may have a significant influence on the Contractor's method and schedule for work performance. Any or all of the following security procedures may apply to Contractor's personnel and materialmen seeking access to the project site:

- a. Initial and subsequent issue of access badge.
- b. Vehicle passes and vehicle safety inspection by Army personnel.
- c. Denial of access of certain personnel, including foreign nationals.
- d. Attendance at safety briefings by Base prior to entering area.
- e. Issue and maintenance of protective mask.
- f. Blood tests.
- g. Exchange badge procedure for access to exclusion area.
- h. Inspection of vehicles and contents upon entering/departing area.
- i. Restrictions on storage of material within exclusion area.
- j. Required demobilization of construction equipment stored in exclusion area.
- k. Escorts and restrictions on personnel movements in exclusion area.
- l. Limitations on guard changes and unscheduled Contractor work.
- m. Restrictions on smoking and eating in exclusion area.
- n. Mandatory evacuation of area if ordered.
- o. Additional chemical safety procedures required if storage buildings are to be opened or entered by Contractor.

The Contractor is responsible for making an evaluation of the above and for including reasonable costs within the bid/offer price for normal security procedures in effect for the project location. Additional information is available from the Security Office at Tooele Army Depot and it is strongly suggested that Contractors contact the Security Office prior to bid/offer times.

<HL3>*** DDRW - TRACY SITE ***</HL3>

(A) Contractor - Visitor Badges

(1) Contractors will apply for badges at the Security Operations Pass & ID Office, Tracy Facility. Contractors may be required to submit Security Form DD 3988-2, National Agency Questionnaire (NAQ), for all proposed superintendents and/or foremen, at least one week prior to initiation of work and prior to badges being issued. This form may be obtained at the Pass & ID Office. When applying for a badge, contractor and subcontractor, personnel must present a drivers license or another identification card with a photograph, and a copy of the contract. Badges will be issued to and worn by supervisors and/or foreman who will be responsible for the conduct of their crew while on DDRW San Joaquin Facilities (Sharpe and Tracy).

(2) A minimum of one week prior to entry and initiation of work on San Joaquin Facilities, the Prime Contractor shall submit a list of all prime and subcontractor employees including any other personnel required to perform work on San Joaquin Facilities during the contract performance period. The list is to be submitted to both the Contracting Officer Representative (COR), and to the Security Office, Building 1A, for construction at the Tracy Facility. If personnel are added or changed during the contract performance period, a revised list is to be submitted prior to any new employees' arrival for work at San Joaquin Facilities, Security may refuse entry to employees not on the employee list.

(3) Badges will be issued for the contract performance period. A check will be made periodically by Security on the status of these badges. Normally, on projects longer than one month, a badge will be issued to the Prime Contractor's superintendents or foreman. Normally, on projects of one month or less, a badge will be issued only to the Prime Contractor's superintendent. The Security Office may approve additional badges on service contracts and on particularly large or complex construction projects.

(4) All Prime Contractor and subcontractor employees will be required to sign in the first day at Pass & ID Office (Building 1A at Tracy). During the contract performance period, a contractor employee with a badge will be required to escort employees without badges between the gate and the project site.

(5) Suppliers, vendors, or other one-time or occasional visitors do not need to be escorted to the project site; however, a contractor employee with a badge must notify the Security Officer at the gate. Notification will be done on the day of the visit, and include the name of the company and the nature of the visit. Security may refuse entry without this notification.

(6) All expired or unnecessary badges will be returned to the issuing office. The Contractor agrees to pay a replacement fee of \$22.00 for each badge not returned.

<HL3>*** TRAVIS AFB - PARAGRAPH MAY NEED EDITING ***</HL3>

(A) Base Regulations:

(1) The Contractor shall conform to all Base Regulations and directives (as specifically identified at the pre-performance conference)

that pertain to security, safety, traffic, fire, and personnel clearance, insofar as they apply to the Contractor's activities.

(2) All Contractor/subcontractor personnel vehicles must be escorted by Security between the entrance of base, across the flight line, to the construction site. The Contractor may expect about a 1 hour delay per day.

(B) Equipment List, Warranty Stickers and Maintenance Manuals:

1. For each equipment item installed under this contract, the Contractor shall affix a properly filled out Equipment Warranty Sticker (EWS), Optional Form 274. The Government will provide the blank EWS to the Contractor. In addition, the Contractor shall provide an equipment listing for all installed equipment. The listing shall be sequentially numbered and, as minimum, contain the following information for each equipment item: type/description, date installed, date warranty expires, installed location, manufacturer, model number, serial number, Hp, volts and amps.

2. Equipment list, warranty stickers, and maintenance manuals shall be provided and approved prior to final acceptance of work under this contract.

(C) Contractor's Storage Area: At the time of contract award, the Government will assign an outside area to the Contractor for the storage of his supplies and equipment. The Contractor shall be responsible for his own security and weatherproofing. Missing or damaged material shall be replaced by the Contractor at no additional cost to the Government. At the completion of the contract:

1. All temporary fences and structures that the Contractor uses to protect his materials shall be removed.

2. The storage area shall be cleaned of all debris and demolition material and repaired as required to bring the site back to its original condition.

(D) Demolition, Removal, and Excess Materials: All materials, equipment, and refuse generated through the demolition work required by this contract shall become the property of the Contractor and shall be disposed of by the Contractor off base at the Contractor's expense unless specifically listed otherwise in the demolition section of the specifications. The Contractor shall be aware that within the confines of Fairfield, California, including Travis AFB, if the contractor subcontracts for the removal of debris/refuse that the City of Fairfield has an exclusive franchise agreement with Solano Garbage Company (707) 422-4244, to perform such service.

<HL3>*** VANDENBERG AFB ***</HL3>

<TAI OPT=VANDENBERG>(A) Security.

(1) The Contractor shall obtain all passes, badges, decals, or other identification media required for security clearance to areas where work is performed. Obtain vehicle and individual identification media at the Pass and Registration Section, Building 11032, 6-1853. Identification media shall be surrendered to the Pass and Registration Section upon termination of the Contract, or termination of an individual's employment with the Contractor.</TAI>

<HL3>*** RETAIN THE NEXT PARAGRAPH IF THE WORK IS IN A MILITARY RESTRICTED OR CONTROLLED AREA REQUIRING THE CONTRACTOR TO OBTAIN ESCORTS WITH THE APPROPRIATE CLEARANCE. ***</HL3>

(2) The work to be performed is in a military restricted or controlled area. The Contractor must comply with the entry control policies for the area. The Contractor and its employees are required to have at least a SECRET personnel security clearance. In the event the Contractor cannot comply with the investigative or clearance requirement, it is the responsibility of the Contractor to obtain escort officials who are authorized unescorted entry to the work area. It is also the Contractor's responsibility to coordinate with the area Office of Primary Responsibility (OPR) at least 5 work days prior to start of Contract performance. For information on security services, contact 30 SPW/SP, 6-9011. The Contractor shall provide enough escort officials for uninterrupted visual surveillance (within 50 feet) of all individuals not having required security clearance performing work as part of the Contract.

(B) Use or travel of vehicle or heavy equipment on location outside the project limits shown on the drawings is prohibited.

(C) Internal combustion engines:

All internal combustion engines other than engines equipped with turbochargers or pollution control catalytic converters, which are operated in off-road conditions, shall be equipped with U.S. Forest Service approved spark arresters.

<HL3>*** USUALLY FOR S. VANDENBERG SLC-6 AREA, WHEN REQUESTED BY TM ***</HL3>

(D) 72 Hour/11 day Scheduling Requirements:

(1) The Contractor shall participate in the 72 hour/11 day scheduling meeting held at 0800 each day at the Ready Building, Space Launch Complex 6. The meeting discusses in detail (hour by hour) specific work activities by each of the several on-site Contractors within each facility at Space Launch Complex 6 for the next 72 hours. Work activities on a shift basis are discussed for the next 11 days, 4th through 14th day.

(2) The Contractor shall present his detailed work schedule to include the location of the activity, the number of personnel involved, special equipment being utilized, special safety considerations, and any access or work constraints onto others at these meetings. Accurate advance planning is paramount to increase the probability of priority of work access. The Government cannot guarantee access to the work site to the Contractor; however, every effort shall be made to assure that a fair and reasonable decision is arrived at whenever the Contractor's schedule conflicts with the requirements of other on-site Contractors.

(E) Cooperation with Others:

During the life of this contract, other Contractors will be performing operations in the general area where work under this contract is being performed. The Contractor shall cooperate with others in all respects wherever necessary for the better prosecution of the work. As far as practicable, all persons working in the vicinity shall have equal rights to the use of all transportation facilities and grounds within the

limitations specified in the CONTRACT CLAUSES. The obligation of the Contractor under this contract shall include jointly planning and scheduling the work, on a cooperative basis, with other Contractors in order to minimize delays and interferences. The Contractor shall so arrange his operations as to not interfere with other work in progress. In case of dispute or disagreement regarding use of transportation and storage facilities and rights of access, the decision of the Contracting Officer shall govern.

<HL3>*** YUMA PROVING GROUND ***</HL3>

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</SPT><TAI OPT=VANDENBERG><SPT><TTL>1.12 MANDATORY WORK STOPPAGES</TTL>

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<NPR>NOTE: VANDENBERG ONLY - NUMBER OF WORK STOPPAGES MAY CHANGE FROM "five" IN PARAGRAPH (A), OR "0.8 times the number of calendar days", IN PARAGRAPH (1) TO SOME OTHER NUMBER.</NPR>

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<TXT> (A) A mandatory work stoppage occurs whenever the Contractor is restricted from working a full workday and is unable to reallocate work forces to other locations. All costs associated with five mandatory work stoppages must be included in the bid price. No additional compensation or extension to the Contract performance period will be given as a result of five mandatory work stoppages.

(1) In the event that the Contractor's work force is required to evacuate any part of the working area during working hours established by the Contractor for this contract, the Government will then make an adjustment under the clause entitled, FAR 52.212-12 SUSPENSION OF WORK, see Section 00700. The Government's liability will be considered to be limited to reimbursement for loss of time of Contractor's employees and equipment which otherwise would have been employed on the job. The completion time for any part of the work will not be extended if the total number of working hours of work stoppage does not exceed 0.8 times the number of calendar days in the period between the date of notice to proceed and the specified completion date. In the event the Contractor is required to evacuate the area in excess of the time specified above, the completion times will be adjusted.

(B) The Contractor may be required, without advance notice, to move work to a different location. The Contractor shall be prepared to increase or decrease his work forces with appropriate trades to perform work in the relocated work areas at no additional cost to the Government.

(C) The Contractor shall notify the Contracting Officer when a mandatory work stoppage occurs for recording purposes. Otherwise, the work stoppage will not be credited to the Contractor.</TXT>

</SPT></TAI><SPT><TTL>1.13 SOIL DENSITY TEST (USING METERS CONTAINING RADIOACTIVE MATERIALS)</TTL>

<TXT><HL3>*** AIR FORCE ONLY EXCEPT VANDENBERG ***</HL3>

Nuclear methods are not acceptable for soil and soil-aggregate density tests required by this contract except as stated in DIVISION 2. Testing

for official results shall be conducted as specified in DIVISION 2 of this contract. If the Contractor proposes to use meters containing radioactive materials to obtain unofficial results for his own convenience, the Contractor shall adhere to the following requirements:

(A) A USAF Radioactive Material Permit shall be obtained prior to work being performed.

(B) The Contractor shall contact the installation Radiation Protection Officer (RPO) at least 45 days prior to intended use so adequate time is provided for processing the paperwork and obtaining the USAF Radioactive Material Permit.

(C) The Contractor shall notify the RPO before bringing the radioactive material onto the installation and must notify the RPO when radioactive material is removed. The Contractor shall ensure that the RPO, installation fire department, and safety office know the locations where the material will be stored and used.

(D) The Contractor shall comply with the requirements of his/her NRC or Agreement State license and the USAF Radioactive Material Permit.

(E) The Installation RPO will periodically check the use of the radioactive material to ensure proper radiological health precautions are being followed. If the RPO discovers improper radiological procedures, the RPO will immediately notify the contract monitor to initiate corrective actions.

(F) Applications for USAF Radioactive Material Permits are submitted as follows:

(1) All applications for permits shall be submitted to host base RPO for review and approval of qualified users to work on Air Force installations.

(2) Requests will be submitted in duplicate to RPO and will include:

a. Evidence of a valid Nuclear Regulatory Commission (NRC) or Agreement State Radioactive Material License.

b. A copy of an NRC Form 241, or a similar document (such as a letter), listing the specific licensable items the Contractor wishes to use on the base (in the case of an Agreement State licensee, the original must be forwarded by the Contractor to the appropriate NRC region).

c. Proof of a valid Air Force contract.

(3) Non-Air Force organizations which possess Agreement State licenses must forward an NRC Form 241 directly to the applicable NRC regional office as well as to the committee (Reference Title 10, Code of Federal Regulations, Part 150.20). Agreement State licenses are valid for only 180 calendar days per calendar year. If the non-Air Force organization that possesses the Agreement State license wishes to conduct operations on the Air Force installation for more than 180 days per year, it must apply for and be issued an NRC license before a permit may be issued.

(G) Renewal or termination of a USAF Radioactive Material Permit is

processed as follows:

(1) Non-Air Force organizations must formally apply for either a renewal or termination of their permit upon its expiration. Permits do not automatically terminate upon reaching their expiration date but remain active pending final disposition of the radioactive material.

(2) If the original contract is renewed or continued, then an application for renewal must contain the same information as the initial request.

(3) If work under the contract has been completed, the non-Air Force organization shall submit a formal application to terminate the permit. This application shall include appropriate disposal documents and radiation survey data to confirm that the radioactive materials have been removed from the installation. (AFR 161-16)

<HL3>*** ARMY PROJECTS ONLY ***</HL3>

<TAI OPT=ARMY>(A) Nuclear methods are not acceptable for soil and soil-aggregate density tests required by this contract except as stated in DIVISION 2. Testing for official results shall be conducted as specified in DIVISION 2 of this contract. If the Contractor proposes to use meters containing radioactive materials to obtain unofficial results for his own convenience, the Contractor shall adhere to the following requirements:

(B) In accordance with 06.E of EM 385-1-1, Safety and Health Requirements Manual, the Contractor shall obtain a service permit to use, store, operate, or handle a radiation producing machine or radioactive materials on a Department of Defense (DoD) Installation. The service permit shall be obtained from the appropriate U.S. Army Command through the Contracting Officer's Representative. The Contractor should notify the Contracting Officer during the pre-work conference if a radiation producing device will be utilized on a DoD Installation in order to determine the permit application requirements, and allow a lead time of 45 days for obtaining a permit.

(C) The Contractor is responsible for providing a copy of any Nuclear Regulatory Commission (NRC) licenses per the Code of Federal Regulations 10 CFR "Energy" for all radioactive sources brought onto the DoD installation by the Contractor and/or subcontractors. These licenses shall be provided to the Contracting Officer's Representative, before the radioactive sources is allowed on the DoD installation.</TAI>

<HL3>*** VANDENBERG ONLY ***</HL3>

<TAI OPT=VANDENBERG>(A) Prior to any operations using radioactive material, operators will ensure the following is given to the Base Radiation Safety Officer (BRSO) (30 AMDS/SGPB;6-7811) for review and approval at least two weeks prior to operations.

(1) A copy of a valid and current USAF Permit, for Air Force users; or a copy of a valid and current Nuclear Regulatory Commission License or Agreement State License with Nuclear Regulatory Commission Form 241, for non-Air Force users.

(2) A copy of a valid and current Radiation Safety Program.

(3) A copy of a valid and current Emergency Response Information.

(4) Operating parameters, including:

- a. Radioisotope
- b. Activity
- c. Time of Operation
- d. Date of Operation
- e. Location of Operation
- f. Contractor/Subcontractor Name
- g. Contractor Point of Contact (POC) and phone number; and USAF POC and phone number.

(B) Operators are required to have the following on hand while operating:

(1) A copy of a valid and current USAF Permit, for Air Force users; or a copy of a valid and current Nuclear Regulatory Commission License or Agreement State License with Nuclear Regulatory Commission Form 241, for non-Air Force users.

(2) A copy of a valid and current Radiation Safety Program.

(3) A copy of a valid and current Emergency Response Information.

(4) A copy of Nuclear Regulatory Commission Form 3.

(5) A copy of documents required by 10 CFR 19, Notices, Instruction and Reports to Workers: Inspection and Investigations, paragraph 11, Posting of Notices to Workers.

(6) A visible 2 mR/hr line must be established prior to operation, to ensure safety of Air Force personnel and assets.

(C) Strict adherence to 10 CFR 19, Notices, Instruction and Reports to Workers: Inspection and Investigations; 10 CFR 20, Standards for Protection Against Radiation; and 10 CFR 21, Reporting of Defects and Noncompliance; and Air Force Instruction 40-201, Managing Radioactive Material in the USAF, is required while operating on Vandenberg AFB, CA. The Base Radiation Safety Officer (30 AMDS/SGPB), or his designee, may conduct unannounced on-site visits to ensure established radiation safety practices are being conducted.

(D) Additional requirements exist for operations other than industrial radiography, soil densitometry, etc; for example, irradiators (10 CFR 36) and well-logging (10 CFR 39). Consult BRISO for specific requirements for operators using irradiators or performing well-logging for at least four weeks prior to operation.

NOTE: If Department of Energy sources are used, certification of exemption from Nuclear Regulatory Commission licensing requirements is required prior to operations. When moving Radioactive Material on Vandenberg AFB, CA, contact personnel according to Radioactive Material Tracking Checklist.

Vandenberg AFB, CA Radioactive Material Tracking Checklist

	Prior to Coming on Base	Moves in Base Boundaries	Transfers From One Permittee/ Licensee To another	Launched	Prior to Leaving Base
Permitted AF Radioactive Material, 30 SW	contact B/P/U RSO	contact U RSO	contact B/P/U RSO	contact B/P/U RSO	contact B/P/U RSO
Permitted AF Radioactive Material, other than 30 SW	contact B/P/U RSO	contact U RSO	contact B/P/U RSO	contact B/P/U RSO	contact B/P/U RSO
AF Contractor	contact B/P RSO	contact P RSO	contact B/P RSO		contact B/P RSO
Army/Navy/DoD Component	contact B/P RSO	contact B RSO	contact B/P RSO		contact B/P RSO
NASA	contact B/P RSO	contact P RSO	contact B/P RSO		contact B/P RSO
NASA Contractor	contact B/P RSO	contact P RSO	contact B/P RSO		contact B/P RSO
Department of Energy Licensed Radioactive Material	contact B/P RSO	contact P RSO	contact B/P RSO		contact B/P RSO
Department of Energy non-Licensed Radioactive Material	contact B/U RSO	contact B/U RSO	contact B/U RSO	contact B/U RSO	contact B/U RSO

NOTES:

B RSO = Base Radiation Safety Officer -- 30 AMDS/SGPB, 6-7811

P RSO = Permit Radiation Safety Officer -- Each permit has its own P RSO

U RSO = Unit Radiation Safety Officer -- Each unit has its own U RSO</TAI>

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<NPR>NOTE: VANDENBERG AFB.</NPR>

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<SPT><TTL>1.14 DISPOSAL OF REMOVED MATERIALS</TTL>

<TXT> (A) The Government inspector will examine all materials removed from the project not indicated for reuse, and will tag or otherwise designate those materials which are serviceable or salvable.

(B) Serviceable or salvageable items, except for locks, latches, and cylinders, shall be turned in, by appointment, to the base Defense Reutilization and Marketing Office (DRMO) or Base Supply by the Contractor. All locks, latches, and cylinders shall be turned in to the Base Lockshop. The Contractor shall schedule DRMO appointments far enough in advance to allow efficient processing of turn-ins. Scrap metal shall be segregated into ferrous and nonferrous metals, and shall be cut, dismantled, palletized, or prepared as required by the DRMO office for acceptance. Dismantling of equipment or material into separate components may be required. The Contractor shall protect materials from damage or theft during the interval between removal and disposal. Any serviceable or salvageable items not accepted by DRMO or Base Supply, for whatever reason, will become the property of the Contractor and will be properly handled, transported, and be disposed of off-base by the Contractor in conformance with all federal, state, and local regulations. See Section 01130 for disposal of hazardous materials.

(C) Unusable items (with no salvage value) shall be transported to the base sanitary landfill by the Contractor as directed by the Contracting Officer. The Contracting Officer's Representative will inspect all loads of refuse and will issue a landfill access ticket. The purpose of the ticket will be to verify that the refuse was taken from a Vandenberg Air Force Base project. The issuing of the ticket does not relieve the Contractor from the responsibility of properly hauling, handling, and disposing of all refuse. The Contractor shall weigh-in at Building 11505 prior to transporting material to the landfill. Items being transported shall be segregated into dissimilar materials. All items determined to be unacceptable for disposal in the landfill, as determined by the Contracting Officer's Representative, shall become the property of the Contractor and be disposed of off base at no additional cost to the Government. Vehicles used in transporting refuse shall have a tarpaulin or covering to prevent spillage. The base landfill is subject to daily limits of disposal. In the event the limits are reached, the Contractor shall dispose of refuse off-base at no additional cost to the Government. See Section 01130 for disposal of hazardous materials.</TXT></SPT></TAI>

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<NPR>NOTE: PRESIDIO OF MONTEREY ONLY.</NPR>

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<SPT><TTL>1.15 SITE CONDITIONS</TTL>

<TXT> The native surface soils at Presidio of Monterey are generally an aeolian soil (silty sand, sandy silt). This overlies residual soil (clayey sand or sandy clay) on bedrock. The bedrock is of varying degrees of weathering depending upon relative location to drainage features, fractures, joints and susceptibility of rock to weathering. Consequently the subsurface profile can be quite irregular and erratic even over short horizontal distances. Also, it is not unusual to find lenses, ledges or boulders of fresh rock and zones of weathered rock within the soil mantle well above the general "fresh" bedrock level. Based on our experience, soil and weathered rock that causes refusal of the standard penetrometer advancement can normally be excavated with conventional construction machinery. To effectively remove soil or weathered rock that cause refusal of the standard penetrometer requires equipment with ripping implements. Furthermore, our experience has shown that material encountered during explorations that causes auger refusal (rock) generally requires blasting, pneumatic hammering or other methods for efficient removal. This is

particularly true of excavations within confined areas. Depending on several factors such as joints, fractures, bedding, equipment, skill of equipment operators, etc. it may be possible to remove some "auger refusal" materials by ripping. This contract calls for Contractor to excavate any material (soil, weathered rock, or rock) to the specified grades regardless of the type of materials encountered. No additional money will be paid for excavation of rock to a point 6 inches below indicated depth.

(A) The aeolian soils at the Presidio of Monterey are moderately permeable and offer little resistance to percolation, however the underlying residual soils are highly impermeable and block percolation. Although ground water was not observed in all the borings, after periods of rainfall the interface between the aeolian and residual soils often becomes saturated. As with most soils this increased moisture results in a soil with lower shear strength and potentially may become unstable when overstressed by heavy construction equipment. To minimize the amount of overstressing it is necessary to use light construction equipment to remove and transport the soil. This contract requires the Contractor to excavate all material to the required grade regardless of its classification or moisture state. Materials found to be potentially unstable or unstable, beyond the limits of required excavation, shall be removed and replaced as stated in Division 2 - Site Work, hereinafter.</TXT>

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<NPR>NOTE: FORT HUACHUCA RESIDENT OFFICE ONLY.</NPR>

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</NTE><SPT><TTL>1.16 GOVERNMENT RETAINED ARCHITECT-ENGINEER (A/E)</TTL>

<TXT>The Government may retain the services of an A/E to increase the level of confidence that the construction Contractor has complied with the requirements of the construction contract. The A/E's role in observing, monitoring or inspecting the activities of the construction Contractor is not intended in any way to require the A/E to assume any responsibility for the construction methods, means, techniques or procedures, including any health or safety requirements, be subjected to nonmeritorious litigation relating to site accidents or other circumstances associated with the construction Contractor's activities. The A/E shall be named as an additional insured on all comprehensive general liability insurance policies carried by the construction Contractor.</TXT>

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<NPR>NOTE: PRES OF MONTEREY & FT HUNTER-LIGGETT ONLY.</NPR>

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</NTE><SPT><TTL>1.17 SALVAGE RIGHTS, WOOD PRODUCTS</TTL>

<TXT> The Fort Ord Complex, which includes Fort Ord, Presidio of Monterey, and Fort Hunter Liggett, has instituted a woodcutting program whereby all wood byproducts, including those generated by a Contractor in performance of his work, are sold to individuals for firewood.

(A) Definition:

Wood products means only trees and limbs over 3 inches in diameter. Stumps, brush, and other such wood byproducts resulting from demolition and

construction work shall be disposed of off Government property.

<HL3>*** OPT 1 - PRESIDIO OF MONTEREY ***</HL3>

(B) Wood products generated from work shall be delivered to the Base sanitary landfill.

<HL3>*** OPT 2 - FT HUNTER-LIGGETT ***</HL3>

(B) Wood products generated from work performed at Fort Hunter Liggett shall be delivered to the Fort Hunter Liggett sanitary landfill.

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<NPR>NOTE: LUKE AFB, AZ.</NPR>

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</NTE><SPT><TTL>1.18 DISPOSAL OF MATERIAL</TTL>

<TXT> (A) All excess material, waste, and unsuitable material shall be removed from Government property.</TXT></SPT>

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<NPR>NOTE: FOR ALL WORK UNDER THE MONTEREY AREA OFFICE.</NPR>

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<SPT><TTL>1.19 HAUL ROUTE PLAN</TTL>

<TXT>This plan shall include offices, material storage areas and structures and the access routes to these areas. Haul routes from the sites through the military reservations to major highways shall be indicated. All required traffic signs, special limits, warning devices, lighting and other such safety devices required by EM 385-1-1, OSHA, local cities and Cal Trans (on state roads) shall be shown. Provisions shall be made in the plan for alternate routes when excavations block designated haul routes. The plan shall be revised and resubmitted if the haul routes being used are not as shown on the plan.

(A) Coordination with Technical Specifications:

Work for sections such as Demolition, Grading, Tree Removal and other sections with excavations shall be coordinated with this plan.

(B) Protection of Land Resources:

This Haul Plan shall include the requirements of SECTION: ENVIRONMENT PROTECTION especially paragraph, PROTECTION OF LAND RESOURCES and all the clauses referenced therein.</TXT></SPT>

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<NPR>NOTE: USUALLY USED WITH AIR FIELD SAFETY REQUIREMENTS IN SECTION 00800.</NPR>

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<SPT><TTL>1.20 AIRFIELD FOREIGN OBJECT DAMAGE (FOD)</TTL>

<TXT> (A) Clean up:

Contractor shall be responsible for the cleanliness of his work areas at all times during his contract performance. This shall include but not be limited to immediate clean-up of any material that may spread onto aircraft taxiways, aprons, ramps and pads. Contractor shall provide a pavement vacuum/sweeper at the project site at all times during his performance. Every time any haul vehicles cross the taxiways, aprons, ramps and pads, the area shall be cleaned by the pavement vacuum/sweeper immediately. The Contractor shall be responsible for repair or replacement of any foreign object damages to the aircrafts or components of the aircrafts resulting from his negligence.</TXT></SPT>

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<NPR>NOTE: INSERT IF OVER \$5,000,000.</NPR>

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<SPT><TTL>1.21 CONTRACTOR SAFETY PERSONNEL REQUIREMENTS (1985 JAN HQ USACE)
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<TXT> (A) Full-time, on-site, safety coverage by contractors shall be required for the life of the contract.

(B) The following conditions shall be met:

(1) The Contractor shall employ, to cover all hours of work at the project site(s), at least one safety and health person to manage the Contractor's safety program; duties which are not germane to the safety program shall not be assigned to this person(s). The principal safety and health person shall report to and work directly for the Contractor's top on-site manager, corporate safety office, or other high-level official of equivalent position. The safety and health person(s) shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The employment of a safety and health person(s) shall not abrogate the safety and health responsibilities of other personnel.

(2) Qualifications for Safety and Health Person(s).

(a) Safety and Health Person(s) shall have a degree in engineering or safety in at least a four year program from an accredited school and shall have been engaged in safety and occupational health for at least one (1) year of experience (no time being credited to this one (1) year unless at least fifty (50) percent of the time was devoted to safety and occupational health) and shall have at least one (1) year experience in construction, or--

(b) Safety and Health Person(s) shall have legal registration as a Professional Engineer or a Certified Safety Professional and shall have been engaged in safety and occupational health for at least one (1) year of experience (no time being credited to this one (1) year unless at least fifty (50) percent of the time was devoted to safety and occupational health) and shall have at least one (1) year experience in construction, or--

(c) Safety and Health Person(s) shall have a degree other than that specified in paragraph, Qualifications for Safety and Health Person(s) above, and shall have been engaged in safety and occupational health for at least three (3) years of experience (no time being credited to these three (3) years unless at least fifty (50) percent of the time each year was devoted to safety and occupational health) and shall have at least two (2)

years experience in construction, or--

(d) In lieu of a degree, Safety and Health person(s) shall have been engaged in safety and occupational health for at least five (5) years of experience (no time being credited to these five (5) years unless at least fifty (50) percent of the time each year was devoted to safety and occupational health) and shall have at least two (2) years experience in construction.

(e) First aid work is not a creditable experience.

(3) The name and qualifications of the nominated safety and health person(s) shall be furnished to the Contracting Officer for acceptability and a functional description of duties shall be provided prior to the pre-work conference.

NOTE: The Contractor shall have one or more Safety and Health Persons, each of whom meets the qualifications of (B)(2) Qualifications for Safety and Health Person(s), physically present on the actual site of the work whenever work of any sort is being performed by a Contractor, subcontractor, or supplier personnel on the work site. The foregoing clause language shall not be interpreted to contravene this note.</TXT>
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<NPR>NOTE: INSERT IF OVER \$10,000,000.</NPR>

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<SPT><TTL>1.22 MONTHLY SAFETY INSPECTION</TTL>

<TXT>A monthly on-site inspection will be made by the insurance carriers of the prime and subcontractors. The Contractor's safety program will be reviewed and a meeting will be held with the Contracting Officer's Representative to discuss the job-site safety. A written report will be made by the Contractor stating the results of the inspection and the action taken.</TXT>

</SPT><SPT><TTL>1.23 AREAS OF RADAR RADIATION HAZARD</TTL>

<TXT>The work under this contract is to be performed in, or in the vicinity of, areas that may be hazardous at times due to radar radiation. Construction activities and Contractor's personnel shall not be allowed within such areas without prior arrangement with and the approval of the Contracting Officer. The Contractor shall maintain a close working relationship with the Contracting Officer's representative and shall govern his activities within such areas as said representative may arrange with operating personnel of the Air Force.</TXT>

</SPT><SPT><TTL>1.24 HAZARDOUS NOISE AREA</TTL>

<TXT>Work area for this contract is located within a high noise area and can be hazardous to the human ear. The Contractor is responsible for providing adequate ear protection as may be required for Contractor's personnel at the job site.</TXT></SPT>

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<NPR>NOTE: FORT IRWIN ONLY - ALL PROJECTS.</NPR>

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</NTE><TAI OPT=FT IRWIN><SPT><TTL>1.25 WARRANTY PROBLEM PROCEDURE</TTL>

<TXT>Upon receipt of the written notice from the Contracting Officer as stated in paragraph WARRANTY OF CONSTRUCTION, subparagraph 5, the Contractor shall report to Building Number 384, BSI Work Order Branch, to pick up a copy of the work order describing the warranty problem. After the warranty item has been corrected the Contractor shall return the completed work order to Building Number 384 and indicate the corrective action taken.</TXT>

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<NPR>NOTE: ALT 1 (MILITARY).</NPR>

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</NTE><SPT><TTL>1.26 AGGREGATE SOURCES</TTL>

<TXT> (A) Concrete aggregates may be produced from the approved sources listed below:

(1) Sources of fine aggregate. (List the sources in an appropriate manner.)

(2) Sources of coarse aggregate. (List the sources in an appropriate manner.)

(B) Concrete aggregates may be furnished from any of the above listed sources or at the option of the Contractor may be furnished from any other source designated by the Contractor and approved by the Contracting Officer, subject to the conditions hereinafter stated.

(C) After the award of the contract, the Contractor shall designate in writing, only one source or one combination of sources from which he proposes to furnish aggregates. If the Contractor proposes to furnish aggregates from a source or from sources not listed above, he may designate only a single source or a single combination of sources for aggregates. Samples for acceptance testing shall be provided as required by Section: of the Technical Specifications. If a source for coarse or fine aggregate so designated by the Contractor is not approved for use by the Contracting Officer, the Contractor may not submit for approval other sources but shall furnish the coarse or fine aggregate, as the case may be, from a listed source listed above at no additional cost to the Government.

(D) Listing of a concrete aggregate source is not to be construed as approval of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for concrete aggregate as determined by the Contracting Officer. Materials produced from a listed source shall meet all the requirements of Section: of the Technical Specifications of these specifications.

<HL3>*** ALT 2 (CONCRETE AGGREGATE) ***</HL3>

(A) Source: The Contractor shall produce the concrete aggregate from the Quarry site which is located approximately miles (direction) of the site as shown on the drawings. The deposit is owned by the Government and is made available to the Contractor free of charge for production of aggregate required under this contract. There is available within the designated area an adequate supply of material from which concrete aggregate meeting the requirement of these specifications can be

produced. The Government guarantees that a sufficient amount of material of suitable quality for production of all of the concrete aggregate required is available within the deposit, and that concrete aggregates of suitable quality can be produced by mechanical means with a properly designed and operated plant without hand-picking or similar operations. However, the amount of work involved or the amount of unsatisfactory materials required to be wasted in order to produce a sufficient quantity of suitable concrete aggregate shall be the responsibility of the Contractor and the Government shall not be held liable for costs resulting from such work or waste.

(B) Explorations: The Quarry site has been explored by the Government to determine the character and extent of materials available. The locations of the _____ (name the type or types of explorations) are shown on the contract drawings. [The logs of the core drill holes are also shown on the drawings.] [Samples of materials secured are available for inspection at _____.] [Cores recovered during drilling are available for inspection at _____.] The results of explorations are furnished for information only. These data are the result of limited explorations and tests conducted by and for the Government and are accurate to the extent of the scope of the investigations conducted. The Government will not be responsible for any deduction, interpretation or conclusion drawn therefrom by the Contractor.

(C) Operations:

(1) Limits of Work Area: The limits of the area within which operations may be carried on are shown on the drawings. [The depth to which the Contractor may operate is subject to approval, but is limited only by the extent of the existence of satisfactory material.] [The limits of depth to which the Contractor may operate are shown on the drawings.]

(2) Disposal of Waste Materials: All overburden removed, and all other waste material including materials designated unsuitable for use in the production of concrete aggregate shall be disposed of in approved disposal areas. All disposal areas shall be left in a neat and sightly condition, graded and sloped to drain properly to the satisfaction of the Contracting Officer. No separate payment will be made for the disposal of waste material but the cost thereof shall be included in the respective bid prices for the various parts of the concrete work in which the aggregates are used.

(3) Plan of Operations: Prior to beginning operations in the deposit, the Contractor shall submit a plan of operation in sufficient detail to indicate the following:

(i) The proposed extent of the operation including depth.

(ii) The method and schedule of overburden stripping operations.

(iii) The proposed location of waste disposal areas.

The plan of operations in the deposit shall be subject to approval, but approval of the plan will not in any way relieve the Contractor of the responsibility to operate in the deposit in a safe and systematic manner.

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<NPR>NOTE: UNIT PRICE ONLY.</NPR>

</NTE><SPT><TTL>1.27 BID ITEM OVERRUN</TTL>

<TXT>Throughout the contract, (at a minimum, every two weeks) the Contractor shall be responsible to monitor placement or installation of unit price items (if any) with respect to the original estimated quantities shown in the contract. If placement or installation indicates a possible overrun with respect to the original estimated quantities shown in the contract, the Contractor shall immediately provide written notification to the Contracting Officer with revised total estimated quantities.</TXT>

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<SPT><TTL>1.28 COLOR SCHEME FOR CONTRACTOR FACILITIES</TTL>

<TXT> (A) All Contractor storage and operational facilities including temporary structures, signs and fencing, that remain at the site shall be compatible with the color scheme used on the project signs as directed by the Contracting Officer.</TXT></SPT>

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<NPR>NOTE: ONLY WHEN REQUESTED BY TM.</NPR>

</NTE><SPT><TTL>1.29 ONE YEAR MAINTENANCE CONTRACT</TTL>

<TXT> (A) The equipment manufacturer or his authorized representative shall provide all equipment, materials and labor to maintain all portions of the equipment listed below for one year after the complete system is placed in operation, responding effectively to calls from the Using Service within 24 hours.

<HL3>*** INSERT ATTACHED LIST ***</HL3>

(B) In lieu of such a maintenance contract, provide a complete set of replacement parts and equipment that will allow any replaceable element, part or component of the system to be replaced. Further, technically qualified staff of the equipment manufacturer shall be available by telephone, during all normal factory working hours to advise previously trained, Using Service personnel on what steps should be taken to correct the problem related.</TXT>

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<NPR>NOTE: NAF PROJECTS ONLY.</NPR>

</NTE><SPT><TTL>1.30 UNITED STATES NOT A PARTY</TTL>

<TXT> (A) No appropriated funds exist for the construction which is the subject of this IFB. Article 1, Section 9, Clause 7, of the U.S. Constitution states: "No money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law". 41 USC 11 states: No contract --- on behalf of the United States shall be made, unless the same is authorized by law or under an appropriation adequate to its fulfillment-. 41 USC 12 states: "No contract shall be entered into for the erection, repair, or furnishing of any public building -- which shall bind the

Government to pay a larger sum of money than the amount in the Treasury appropriated for the specific purpose."

(B) Since no funds have been appropriated for the construction, it would be illegal for the United States of America to enter into a contract for the construction.

(C) A sum of money has been placed in an account (the fund) for the contract. The fund will be the party with which the successful bidder enters into a contract.

(D) In the event funds are insufficient to complete the project the Contractor will have no obligation to continue work on the project. This is the only exception to the last sentence of the disputes clause.

(E) It is foreseeable that funds in addition to those in the account may not be available. It will be the responsibility of the Contractor to manage his affairs so that he does not require in excess of those available (see d. above).

(F) Where there is any indication in this IFB, or the resulting contract, that the United States is a party to this construction, it shall nevertheless be understood that it is merely the fund, and not the United States, which is the party indicated.</TXT>

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<NPR>NOTE: INSERT WHEN REQUESTED BY TM.</NPR>

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</NTE><SPT><TTL>1.31 WARRANTY OF CONSTRUCTION</TTL>

<TXT> (a). Performance Bond.

(1). It is understood that the Contractor's Performance Bond will remain effective throughout the life of all warranties and warranty extensions.

(2). In the event the Contractor or his designated representative fails to commence and diligently pursue any work required under the Warranty of Construction Section of the Technical Provisions within a reasonable time after receipt of written notification pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, shall make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

(3). Warranty repair work which arises to threaten the health or safety of personnel, the physical safety of property or equipment, or which impairs operations, habitability of living spaces, etc., will be handled by the Contractor on an immediate basis as directed verbally by the Contracting Officer or his authorized representative. Written verification will follow verbal instructions. Failure of the Contractor to respond as verbally directed will be cause for the Contracting Officer or his authorized representative to have the warranty repair work performed by

others and to proceed against the Contractor as outlined in the paragraph b. above.

(b). Pre-Warranty Conference. Prior to contract completion and at a time designated by the Contracting Officer or his authorized representative, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of SECTION 00700, Paragraph, WARRANTY OF CONSTRUCTION, of this specification. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer or his authorized representative for the execution of the construction warranty shall be established/reviewed at this meeting.

In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This single point of contact will be located within the local service area of the warranted construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of his responsibilities in connection with Section 00700, Paragraph, WARRANTY OF CONSTRUCTION.

(c). Equipment Warranty Identification Tags. The Contractor shall provide warranty identification tags on all equipment installed under this contract.

(d). Contractor's Response to Warranty Service Requirements. The following warranty service requirements are applicable to this contract. Following notification by the Contracting Officer or the Contracting Officer's Representative the Contractor shall respond to a warranty service requirement identified by the Contracting Officer's Representative in accordance with the "Warranty Service Priority List" of this program. This list prioritizes warranty work into the categories:

First Priority 1A Perform on site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion or relief.

Second Priority 1B Perform on site inspection to evaluate situation, determine course of action, initiate work within 48 hours and work continuously to completion of relief.

Third Priority All other work to be initiated within 5 work days and work continuously to completion or relief.

The "Warranty Service Priority List" shall be compiled by the Contractor and approved by the Contracting Officer.

Should parts be required to complete the work and the parts are not immediately available the Contractor shall have a maximum of 12 hours after arrival at the job site to provide the Contracting Officer's Representative with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractor's proposals shall include a firm date and time that the required parts shall be

available on site to complete the permanent warranty repair. The Contracting Officer's Representative will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition.

Alternatives considered by the Contracting Officer's Representative will include the alternative for the Contractor to "Do Nothing" while waiting until the required parts are available to perform permanent warranty repair. Negotiating a proposal which will require Government participation and the expenditure of Government funds shall constitute a separate procurement action by the using service.</TXT>

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<NPR>NOTE: REST OF PARAGRAPHS FOR CIVIL PROJECTS ONLY.

UNIT PRICE: ONLY FOR NEXT PARAGRAPH</NPR>

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</NTE><TAI OPT=CIVIL PROJECTS><SPT><TTL>1.32 PAYMENT</TTL>

<TXT>No separate payment will be made for the work covered under this section and all costs in connection therewith will be considered a subsidiary obligation of the Contractor.</TXT>

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<SPT><TTL>1.33 NON CONTRACT WORK</TTL>

<TXT>The Contractor and/or his subcontractors shall not perform any work or erect any structure for third parties, landowners or otherwise, within the limits of the rights-of-way without prior approval of the Contracting Officer.</TXT>

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<SPT><TTL>1.34 DAMAGE TO ROADS</TTL>

<TXT>The Contractor shall preserve and protect all existing private or project access or right-of-way roads. At the completion of work and prior to the Contractor leaving the project, he shall restore to pre-project conditions all such roads. Repairs shall include replacement of base rock and/or surface treatment as required.</TXT>

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<SPT><TTL>1.35 SIGNAL LIGHTS</TTL>

<TXT>The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672,2 Navigation Rules: International Inland (Comdtinst M16672,2) or 33 C.F.R. 81 Appendix A (International) and 33 C.F.R. 84 through 33 C.F.R. 89 (Inland) as applicable.</TXT>

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<SPT><TTL>1.36 PLANT LAYOUT DRAWINGS</TTL>

<TXT>Drawings, in triplicate, showing the layout of the plant the

Contractor proposes to use on the work shall be submitted by the Contractor for review by the Contracting Officer. The drawings shall show the locations of the principal components of the construction plant; offices; shop and storage buildings; housing facilities, if any; and storage areas and yards which the Contractor proposes to construct at the site of the work and elsewhere. The Contractor shall also furnish for review by the Contracting Officer drawings, in triplicate, showing the general features of his aggregate processing plant; aggregate transporting, storage and reclaiming facilities; aggregate rinsing and dewatering plant, if required; coarse aggregate rescreening plant, if required; concrete batching and mixing plant; concrete conveying and placing plant; and when precooling of concrete is required, the cooling plant. The drawing shall appropriately show the capacity of each major feature of the plant including the rated capacity of the aggregate production plant in tons per hour of fine and coarse aggregates; rated capacity of the aggregate transporting, storage and reclaiming facilities; volume of aggregate storage; capacity of cement and pozzolan storage; rated capacity of the concrete batching and mixing plant in cubic yards per hour; and when used rating capacity of plant for precooling of concrete. Drawings in triplicate showing any changes in plant made during design and erection or after the plant is in operation shall be submitted to the Contracting Officer for review. Two sets of the drawings will be retained by the Contracting Officer and one set will be returned to the Contractor with comments.</TXT></SPT></TAI>

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<NPR>NOTE: DREDGING: CHECK THIS PARAGRAPH, IT SHOULD BE IN THE PRICING SCHEDULE, OR REVISE THE ONE IN THE PRICING SCHEDULE</NPR>

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<SPT><TTL>1.37 VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS - (DREDGING) </TTL>

<TXT> This clause is applicable only to the items listed herein.

(a) In order to permit the Contractor to distribute his indirect costs properly to Items Nos. [___], these items have been subdivided into two sub-items. All the Contractor's indirect costs for each of these items, exclusive of mobilization and demobilization of dredge, will be included in the bid price for the first sub-item listed under the respective item. Variation from the estimated quantity in the actual work performed under any second sub-item or elimination of all work under such a second sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items Nos. [___] is less than 90% of the quantity of the first sub-item listed under such item, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment in contract price shall be made upon demand of the Contractor. The equitable adjustment in price for the under-run shall be made on the basis that the Contractor has assumed the risk and is entitled to no adjustment for the first 10% under-run.

(c) If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Clause, DISPUTES, of the CONTRACT CLAUSES, Section 00700.</TXT>

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<SPT><TTL>1.38 INSPECTION</TTL>

<TXT>The inspectors will direct the maintenance of the gauges, ranges, location marks and limit marks in proper order and position; but the presence of the inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

(A) To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the survey, prescribed in the clause entitled "Final Examination and Acceptance".

(B) To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the dumping grounds.

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.</TXT>

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<SPT><TTL>1.39 ACCOMMODATIONS AND MEALS FOR INSPECTORS</TTL>

<TXT>The Contractor shall furnish regularly to inspectors on board the dredge or other craft upon which they are employed suitable space for office purposes. The space shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, and a chair for each inspector. The entire cost to the Contractor for furnishing and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments to the Contractor.</TXT>

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<SPT><TTL>1.40 SHOALING</TTL>

<TXT>If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, redredging at contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.</TXT>

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<SPT><TTL>1.41 CONTINUITY OF WORK</TTL>

<TXT>No payment will be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gauges or ranges cannot be seen or properly followed.</TXT>

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<SPT><TTL>1.4 USE OF EXPLOSIVES</TTL>

<TXT> (A) When blasting is found to be necessary for removal of rock or other material the Contractor shall take all necessary precautions for the protection of individuals and property exposed to his operations.

(1) The amount of explosives permitted aboard the drill boat at any one time will be subject to the approval of the Contracting Officer, but in no case shall such amount exceed that required by the Contractor for one day's operations.

(2) Provision shall be made for jettisoning explosives aboard the drill boat in emergencies.

(3) Delay electric blasting caps shall be used in all blasts where the amount of explosives fired is in excess of _____ pounds so that no explosion in any one instance will exceed _____ pounds of explosives, and no series of explosions or total blast will exceed _____ pounds of explosives properly placed in drill holes.

(4) The amount of explosives to be used in a single blast in surface blasting, if found to be necessary, shall not exceed _____ pounds.

(5) The Contractor shall make necessary arrangements, as may be required by the Contracting Officer, to prevent damage to any vessel, moored or underway, building or structure and preserve the crew or occupants thereof from exposure to injury as a result of the Contractor's operations.

(B) The handling, storage, and use of explosives shall be governed by the applicable provisions of the section on "Blasting" of the Corps of Engineers manual EM 385-1-1, dated October 1992, entitled "Safety and Health Requirements Manual", as amended, referred to in the clause entitled ACCIDENT PREVENTION, see Section 00700. In addition, the Contractor shall make necessary arrangements as may be required by applicable U.S. Coast Guard, state, county, municipal or port authority codes, rules, regulations and laws and shall be responsible for compliance therewith.</TXT>

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<SPT><TTL>1.43 FINAL EXAMINATION AND ACCEPTANCE</TTL>

<TXT> (A) As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of

\$1,000.00 per day for each day in which the Government plant is engaged in sounding or sweeping and/or is enroute to or from the site or held at or near the said site for such operations.

(B) Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.</TXT>

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<SPT><TTL>1.44 RADIO COMMUNICATIONS</TTL>

<TXT>To facilitate and insure the safe passage of vessels in the channel as specified in paragraph PHYSICAL DATA, the Contractor shall provide, operate and maintain on his plant, radio facilities capable of voice communication with vessels using the channel. Station licensing and frequency authorizations shall be the responsibility of the Contractor.</TXT>

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<SPT><TTL>1.45 CERF IMPLEMENTATION</TTL>

<TXT>If the work specified in this contract is performed by a hopper dredge(s), the owner must have an active Basic Ordering Agreement (BOA) for the hopper dredge(s) on file with the Corps. The Contractor shall be obligated to make the hopper dredge(s) available to serve in the Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is performing work under this contract. When the Contracting Officer is notified of the decision to activate this dredge(s) into the CERF, he shall take appropriate action to release the dredge(s). He may then extend or terminate the contract to implement whichever action is in the best interest of the Government. The CERF contractor shall also be subject to the following conditions:

a. The Director of Civil Works may require the contractor to perform emergency dredging at another CONUS (48 contiguous states) site for a period of time equal to the remaining time under this contract at the date of notification plus up to ninety (90) days at the previously negotiated rate which appears on the schedule of prices in the BOA.

b. The Chief of Engineers may require the contractor to perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site or a period of time equal to the time remaining under this contract at the date of notification plus up to one hundred eighty (180) days at the negotiated rate which appears on the schedule of prices in the BOA.

c. The CERF shall be activated by the Chief of Engineers or the Director of Civil Works; then the Ordering Contracting Officer will notify the contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two (72) hours for CONUS or ten (10) days for OCONUS assignments.

d. A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Ordering Contracting Officer. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredge(s).

e. If during the time period specified in a, b, or c, above, a CERF vessel(s) is still required, the contract performance may be continued for

additional time by mutual agreement.</TXT></SPT>

<SPT><HL3><TTL>1.46 AFTER AWARD DOCUMENTS (Contractor Prepared)</TTL>

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<NPR>NOTE: </NPR>

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</NTE>Designer shall make choice in paragraph b. regarding number of hard copy sets.

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<TXT><HL3> a. After AWARD the Government will provide to the Contractor, without charge one copy of the AWARD CD with drawings & specifications, which shall include CONFORMED CALS drawing files, CONFORMED PDF specification files, downloadable submittal register program, and original solicitation drawings and specifications plus all Amendments.

b. The Contractor shall reproduce [five (5) for SPK/SPL] [ten (10) for SPN] hard copy sets from AWARD CD, conformed drawings and specifications that shall be sent directly to the Resident Engineer's Office. The hard copy drawings shall be ANSI D (22" x 34"), and the specifications shall be standard 8-1/2" x 11", 3-hole punched. The Contractor shall provide these documents within 5 work days of the receipt of the AWARD CD from the Government.

c. See the following clause in Section 00700 for additional information: DFARS 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS.

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<NPR>NOTE: FOR ALL CIVIL PROJECTS.</NPR>

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<TAI OPT=CIVIL PROJECTS><SPT><TTL>1.47 ENVIRONMENTAL LITIGATION</TTL>

<TXT> (A) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the SUSPENSION OF WORK clause of this contract, see Section 00700. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(B) The term "environmental litigations", as used herein, means a lawsuit alleging that the work will have an adverse effect on the

environment or that the Government has not duly considered, either
substantively or procedurally, the effect of the work on the environment.

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<PRT><TTL>PART 2 PRODUCTS (NOT USED)</TTL></PRT>

<PRT><TTL>PART 3 EXECUTION (NOT USED)</TTL>

</PRT> <&END>

</SEC>