

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0002 CHANGES

NOTICE TO BIDDERS

Failure of the bidder to Acknowledge receipt of this Amendment in Item 19 of Standard Form 1442 (Pg. 00010-2) may result in REJECTION of the bid.

IFB NO. W912DS-04-B-0009

Amendment No. 2

Department of the Army, NYD
Corps of Engineers
New York, NY 10278-0090

AMENDMENT NO. 2: TO SPECIFICATIONS FOR GREEN BROOK SUB BASIN OF THE RARITAN RIVER GREEN BROOK FLOOD CONTROL PROJECT, RINGWALL AROUND APARTMENT COMPLEX AT 500 EAST UNION AVENUE

TO BIDDERS

1. **Bid Opening:** The date for Bid Opening is changed to 1:30 PM Tuesday 13 July 2004. The place for Bid Opening remains unchanged.
2. **Specifications:**
 - a. Please add the following Paragraph to Spec Section 00800:

45. GOVERNMENT RESIDENT MANAGEMENT SYSTEM

a. The Government will utilize an in-house Contract Administration program entitled "Resident Management System" (RMS). The Contractor shall utilize a Government furnished CQC Programming Module. The following hardware and software are needed by the contractor to run RMS: A personal computer with Pentium II Processor (or higher) and 32 megabytes (MB) or more of random access memory (RAM), 4.0 gigabytes (GB) hard drive disk space for sole use of CQC Module, and a 3-1/2 inch high density floppy drive, Compact Disk (CD) Reader. Also needed is a HP Laser Jet III Series or better printer, a color monitor, Windows 95 or later, MS Office (Microsoft Word 97 or newer, Access 97 or newer) and computer files = 120. Connection to the Internet, minimum 28 BPS. Electronic Email compatible with MS Outlook. The contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.

b. The Module includes a Daily CQC Reporting System form, which must also be used. This form may be in addition to other contractor desired reporting forms. However, all other such reporting forms shall be consolidated into this one Government specified Daily CQC Report Form. The contractor will also be required to complete CQC Module elements which include, but are not limited to, all Contractor Quality Control plan information such as; Prime Contractor staffing, subcontractor information showing trade, name, address, and point of contact, definable features of work, pay activities and activity information, required Quality Control tests tied to individual pay activities, planned User schooling tied to specific specification paragraphs and pay activities, Installed Property listings, Transfer Property listings, and submittal information relating to specification section, description, pay

activity, and expected procurement period. The sum of all pay activities shall equal the contract amount, and all Bid Items, Options and Additives shall be separately identified, in accordance with the Bidding Schedule. Bid Items may include multiple activities, but activities may only be assigned to one such Bid Item. This module shall be completed to the satisfaction of the Contracting Officer prior to any contract payment (except for Bonds, and Insurance, as approved by the Contracting Officer) and shall be updated as required.

c. During the course of the contract, the contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to contractor activities or reflect outstanding or future items needing attention of the contractor. The contractor will acknowledge receipt of these comments by specific number reference on his daily CQC report, and will also reflect on his daily CQC report when these items are specifically completed or corrected to permit Government verification.

3. This Amendment shall be attached to the specifications and shall be a part thereof.

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 29-Jun-2004 01:30 PM to 13-Jul-2004 01:30 PM.

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

AMEND. 0002 REV. SEC 00800

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

a. The Contractor shall be required to (i) commence work under this contract within 5 calendar days after the date the Contractor receives the Notice to Proceed, (ii) prosecute the work diligently, and (iii) complete work in the ready for use, not later than 210 calendar days after the date the Contractor receives the notice to proceed for the Base Bid. The time stated for completion shall include final cleanup of the premises.

b. Location: The site of work is located at 500 East Union Avenue in the Borough of Bound Brook, Somerset County, New Jersey.

c. The Contractor shall furnish all labor, materials, equipment and services (except those furnished by the Government) for the following work:

The construction of the ringwall around the apartment complex at 500 East Union Avenue, pump station, interior drainage facilities, and appurtenances including drainage structures and curbs.

d. All work shall be in accordance with the drawings and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject in every detail to his supervision, direction, and instructions. (DoD FAR Supplement 52.236-7014)

e. Magnitude of Construction Project: The estimated value of the proposed work is between \$200,000 and \$900,000.

f. Site Description and Soil and Groundwater Chemistry Characterization

1) Project Conditions

The drawings show existing conditions in a general way, and it shall be the responsibility of the contractor to verify all distances and locations in the field

Each bidder must inform him/herself fully of the conditions under which the work will be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all plants, labor, material, equipment, facilities and services necessary to carry out the work in accordance with the contract drawings and specifications.

2) Site Information

Bidders are required to make any investigations of site conditions that they may deem necessary. However, prior to any site investigation, the bidder shall obtain the permission of the owner. The bidder shall ascertain the location of above ground and below ground utilities and structures.

Bidders will be expected to examine the site of the proposed work, determining for themselves all the facts concerning the conditions to be found at the location of the project, including locations of all utilities, structures and all characteristics and conditions that may be encountered.

Past borings and the soil report, are referred to in Sect. 00901 and are contained in the Appendix at the end of the specifications

The bidder (contractor) is alerted to the fact that the boring information and the soils report are included in the Appendix as a reference.

In considering the results of the test borings and soils and foundation investigation, it shall be understood by the contractor that no guarantees are made as to the correctness of the material presented in the soil boring log, information and data contained in the soils report. Each bidder must rely solely on his/her own interpretation of such records, and make such subsurface investigation as he/she may deem necessary.

2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984)

a. If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$900 for each day of delay.

b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.212-5)

d. At a time before the project is physically complete but is functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility or project provided that the remaining work to be done ("punchlist") is completed no later than 30 days from the date of transfer. In this case the Contractor shall pay liquidated damages for punchlist items not completed in the daily amount of \$100 per day commencing after 30 days of project transfer or after date required for project completion (including all extensions), whichever occurs later.

3. EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (1984 APR) (FAR 52.222-28)

Notwithstanding the clause of this contract entitled "Subcontracts" the Contractor shall enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

4. CERTIFICATES OF COMPLIANCE

Any Certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 4 copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements. (ECI 7- 670.3)

5. BID GUARANTEE

See Bid Guarantee Clause of Section 00700, CONTRACT CLAUSES.

6. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (52.236-7001)

See Contract Drawings, Maps and Specifications Clause of Section 00700, CONTRACT CLAUSES.

SHEET NO. DRAWING NAME

1	INDEX
2	GENERAL PLAN
3	ALIGNMENT DATA
4	DEMOLITION PLAN
5	PLAN
6	STRIPING PLAN
7	CONSTRUCTION SEQUENCE
8	RINGWALL PROFILE
9	TYPICAL CROSS SECTIONS
10	5 SCALE PLAN No.1 - RINGWALL
11	5 SCALE PLAN No.2 - RINGWALL
12	RINGWALL DETAILS, No.1
13	RINGWALL DETAILS, No.2
14	RINGWALL DETAILS, No.3
15	OUTLET STRUCTURE NO. 1
16	OUTLET STRUCTURE NO. 2
17	MISCELLANEOUS DETAILS
18	NEW JERSEY DOT INLET DETAILS
19	EROSION CONTROL PLAN
20	EROSION AND SEDIMENTATION CONTROL NOTES
21	EROSION AND SEDIMENTATION CONTROL DETAILS
22	DRIVEWAY - GRADING, STRIPING & DEMOLITION PLANS
23	DRIVEWAY PROFILE
24	PUMP STATION PLAN, SECTION AND DETAILS
25	PUMP STATION VALVE CHAMBER AND DRAINAGE STRUCTURES DETAILS
26	LIGHTING PLAN
27	ELECTRIC ONE LINE DIAGRAM
28	ELECTRICAL CONTROL SCHEMATIC
29	PLANTING PLAN AND DETAILS
30	BORING LOCATION PLAN
31	SUBSURFACE EXPLORATION

7. RECORD DRAWINGS

a. General: The Contractor will maintain as-built drawings during the construction period and will submit final record drawings at the completion of individual facilities. The Government will provide to the Contractor the CAD (Computer-Aided Drafting) files consisting of compact (computer) disks or magnetic media of the drawing files in the appropriate CAD format (i.e. "Microstation", "Autocad", etc.) for the project. The Contractor is required to make prints or mylars from the CAD files and continuously maintain drawings to show current as-built conditions for the duration of the construction. Except for updates as indicated below, the Contractor may maintain as-built drawings by marking up drawings by hand or by CAD methods. Scanned drawings will not be acceptable. If the Government cannot provide CAD files for the project drawings, mylar (reproducible) drawings will be provided. The contractor will then be required to comply with all requirements indicated herein by the use of hand drafting.

b. Progress As-built Prints: During construction the Contractor is responsible for maintaining up to date one set of paper prints to show as-built construction conditions. These prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might

be uncovered in the course of construction shall be accordingly and neatly recorded as they occur by means of details and notes. The as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Partial payment will be withheld (amount to be determined) if the monthly review of as-built drawings reveals inaccuracies or incompleteness of as-built conditions. Progress as-builts shall show the following information, but not limited thereto:

(1) The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features. Average depth below surface shall also be indicated. The location of all underground utility lines, valve boxes or other items shall be located using a minimum of two tie-point dimensions. All dimensions must be taken from permanent structures or points that will remain after the construction work is completed.

(2) The location and dimensions of any changes with the building and structure.

(3) Correct grade or alignment of roads, structures or utilities if any changes were made from the contract plans.

(4) Correct elevations if changes were made in site grading

(5) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabricated, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

(6) The topography and grades of all drainage installed or affected as part of the project construction.

(7) All changes, which result from contract modifications.

(8) Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.

(9) Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler and irrigation systems.

(10) All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

c. Hand Drafting: If mylars only are provided to the Contractor, they shall be updated using hand drafting. Only personnel proficient in the preparation of engineering drawings to standards satisfactory and acceptable to the Government shall be employed to modify the mylar reproduction drawings or prepare additional new drawings. All additions and corrections to the contract drawings shall be neat, clean and legible, and shall match the adjacent line work and/or lettering being annotated in type, density, size and style. All drafting work shall be done using the same medium (pencil, plastic lead or ink) that was employed on the original contract drawings and with graphic lead on paper base material. The title block to be used for any new as-built drawings shall be similar to that used on the original contract drawings.

d. Protection of Records: The Contractor shall be responsible for the protection and safety of mylars and CAD record until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

e. 50% As-Built Update: At the 50% point in construction of this project (as determined by progress payments) the Contractor will update the CAD files of the project drawings in the appropriate CAD program to show as-built conditions as above, and submit an updated computer disk and one set of prints to the Contracting Officer for approval. If mylars only are provided to the Contractor, they shall be updated at this stage using hand-drafting as specified herein, and the Contractor shall submit one set of prints to the Contracting Officer for approval. Any

required corrections will be made by the Contractor before payment will be approved for this item. The Contractor must use the updated CAD record or mylar drawings to produce required prints.

f. Preliminary Record Drawing Submittal: At least thirty calendar (30) days before the anticipated date of final acceptance inspection the Contractor shall deliver two copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These prints shall correctly show all the features of the project as it has been constructed, adding such additional drawings as may be necessary. They shall be printed from the CAD files updated in the appropriate CAD program, or from updated mylars if mylars only were provided to the Contractor. Within ten days, the Government will provide the Contractor one set of prints indicating required corrections to the preliminary submittal. Contractor will correct and resubmit within 5 days. Any required subsequent review and resubmission periods will each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor will prepare final record drawings.

g. Record Drawing Submission: In the appropriate CAD program each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in font which will print at least 3/16" high. All revisions to the original contract drawings will be dated in the revision block. All prints and mylars must be reproduced from the updated CAD files. If mylars only were provided to the Contractor, they shall be hand-lettered or stamped as indicated above, and revisions shown in revision block. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the project the Contractor shall deliver to the Contracting Officer:

- Three (3) CD's (ROM) of CAD files of Record Drawings.
- One (1) set of Mylar Record Drawings
- One (1) copy of prints of Record Drawings.

Failure to make an acceptable submission of Record Drawings will delay the Final Acceptance Inspection for the project and shall be cause for withholding any payment due the Contractor under this contract..

h. Property: All paper prints, reproducible drawings and CAD files will become property of the Government upon final approval. Approval and acceptance of the final record drawings shall be accomplished before final payment is made to the Contractor.

i. Payment: No separate payment will be made for the as-built and record drawings or updating of CAD files required under this contract, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

8. PHYSICAL DATA

Information and data furnished or referred to below are not intended representations or warranties but are furnished for information only. It is expressly understood that the Government will not be responsible for any deduction, interpretation, or conclusion drawn therefrom by the Contractor: (FAR 52.236-4) (APR 1984).

a. Weather Conditions: Climatological data determined from records of the U.S. Weather Bureau station, Elizabeth, New Jersey

Mean Annual Temperature: 54 degrees F.
Mean Annual Precipitation: 46 inches

See paragraph 31 for time extensions for unusually severe weather.

b. Survey and Subsurface Investigations: The physical conditions indicated on the Contract Drawings and the Specifications are the result of site investigations by survey and SPT (Standard Penetration Testing) sampling. While the Government's procedures for subsurface investigations may produce representative information at their

respective locations, local variation characteristics of the subsurface materials of this region are to be expected. Should any question or discrepancy arise, the condition should be independently confirmed by the Contractor.

c. Transportation Facilities: Interstate 78, Interstate 287 and New Jersey State Routes 28 and 22 are located in the vicinity of the Project area. The Contractor shall make his own investigation of available roads for transportation, load limits of bridges and roads, and other road conditions affecting the transportation of materials, equipment, supplies and other facilities to the site. The Contractor shall also construct such temporary haul roads and bridges as may be necessary for the conduct of his work. Any such temporary construction shall be restored to its original condition at the completion of the Contract. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be the responsibility of the Contractor.

9. PAYMENT FOR MATERIALS DELIVERED OFF-SITE

Section does not apply contract is lump sum.

10. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (EFARS 52.2/9108 (f))

Section does not apply contract is lump sum.

11. ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

Add the following sentence to paragraph "g" of basic contract clause, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (1984 APR):

"Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted."

Alt.1 (APR 1984)(FAR 52.236-21)

12. AVAILABILITY AND USE OF UTILITY SERVICES APR (1984)

a. The Government shall make all reasonable amounts of utilities available to the Contractor without charge from existing outlets and supplies available to the Government on military installations. Otherwise the contractor shall make arrangements with local utility companies for connection, metering and payment for utilities at its expense. The Contractor shall carefully conserve any utilities furnished without charge. If the use of utilities is abused the Contractor will be required to meter and pay for utilities.

b. The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters where required. The Contractor shall furnish to the Contracting Officer Representative a complete system layout drawing showing type of materials to be used and method of installation for all temporary electrical systems. Telephone service is the responsibility of the Contractor. The Contractor shall maintain all temporary lines in a workmanlike manner satisfactory to the Contracting Officer Representative. Before final acceptance of the work by the Government, the Contractor shall remove all temporary connections, distribution lines, meters and associated paraphernalia. (FAR 52.235-14).

c. Utility Service Interruptions. The Contractor shall submit written notification not less than 15 calendar days in advance of each interruption of each utility and communication service to or within existing buildings and facilities being used by others. No single outage will exceed 4 hours unless approved in writing. The time and duration of all outages will be coordinated with the Using Agency by the Contracting Officer Representative. All outages or interruptions shall be scheduled during weekends, unless specifically approved by the Contracting Officers Representative.

The contractor shall coordinate with the electric company nine weeks prior to interrupting services on the 4KV electric line that runs down East St.

d. Digging Permits and Road Closings. No excavation whether minor or major including trenching, sidewalk Replacement, etc. will be permitted without an approved digging permit. No road closure will be permitted without an approved permit. The Contractor shall allow 14 calendar days from date of written application to receive permission to dig and to close roads. Contractor will ascertain the name of the individual to submit the application from Government representative. Contractor shall carefully avoid contact or damage with any known or identified underground utilities. Roads shall only be closed one lane at a time, and vehicular traffic shall be allowed to pass through the construction area. Work on or near roadways shall be flagged in accordance with the safety requirements in Safety and Health Requirements Manual EM 385-1-1, which forms a part of these specifications. Work located along the alert force route shall not cause blockage, and the Contractor shall maintain unobstructed access for alert force traffic at all times. Contractor shall apply for renewal of work permits as required if the work continues beyond the original permit expiration date.

e. Metal Burning and Welding and Access to Confined Spaces. Permits for such work shall be obtained in advance as required by the operator of the facility. Contractor shall coordinate through Government Representative for such permits.

13. LAYOUT OF WORK

a. The Government will establish the following base lines and bench marks at the site of the work: (Monuments and bench marks as shown on the drawings.)

b. From the base lines and bench marks established by the Government, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

c. The contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the base lines and bench marks established by the Government. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Contracting Officer, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

15. BULLETIN BOARD

Immediately upon beginning of work under this contract, the Contractor shall provide at the job site a weatherproof glass-covered bulletin board for displaying the fair employment poster, wage rates, and safety bulletins and posters. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire and police shall be posted. The bulletin board shall be located in a conspicuous

place easily accessible to all and legible copies of the aforementioned data shall be displayed until work under the contract is completed. No direct payment will be made for the bulletin board.

16. QUANTITY SURVEYS (APR 1984)

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer's representative. (FAR 52.236-16)

17. SUPERINTENDENCE OF SUBCONTRACTORS (JAN 1965)

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clause titled, "SUPERINTENDENCE BY THE CONTRACTOR".

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made. (DoD FAR Supplement 52.236-7008)

18. SCHEDULING AND DETERMINATION OF PROGRESS

Pursuant to the Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, the Contractor shall prepare and submit for approval a practicable project schedule. The type of schedule and detailed requirements as well as timing of this submittal shall be as specified in specification section "PROJECT SCHEDULE".

This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. When changes are authorized that result in contract time extensions, Contractor shall submit a modified schedule for approval by the Contracting Officer.

The terms of Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates on the approved project schedule, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met.

Neither on the project schedule as originally submitted nor on any updated periodic schedules which the Contractor is required to prepare and submit, shall the actual progress to be entered include or reflect any materials which even though on the site, are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clauses, PAYMENT UNDER FIXED- PRICE CONSTRUCTION CONTRACTS. The making of such an allowance will be contingent upon a determination by the Contracting Officer that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

19. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS

In addition to the requirements contained in the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

a. At the time of submission of the progress chart, the contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative shall review this breakdown within 30 calendar days after receipt and either advise the contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the contractor and any payment made to him. The Contracting Officer can determine if it is in the best interest of the Government to make payment without an approved breakdown, however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.

b. The contractor shall submit his request for payment by submission of a proper invoice to the office or Person(s) designated in subparagraph (c). For purposes of payment a "proper invoice" is defined as the following:

(1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.

(2) A properly completed Eng Form 93 and 93a (where required).

(3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.

(4) The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" would be either a corporate officer, partner, or owner, in the case of a sole proprietorship

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

(a) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

(b) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of chapter 39 of Title 31, United States Code; and

(c) This request for progress payments does not

include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(d) All required prime and subcontractor payrolls have been submitted.

(Name)_____

(Title)_____

(Date)_____

c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be so notified at the preconstruction conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the Eng Form 93 and 93a Form to the Area Engineer.

d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and/or the amount of the payment being submitted, the Government and the contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the contractor shall submit a new breakdown and Eng Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a "proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the contractor in accordance with the following time frames:

(1) Progress Payments - From the date a "proper invoice" is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check within 14 calendar days.

(2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 30 calendar days after the approval of the release to the contractor by the Contracting Officer or his authorized representative.

(3) Final Payment. A final payment request shall not be considered valid until the contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 30 days from the date of acceptance of the project by the Contracting Officer.

20. SUBMISSION OF CLAIMS

The following shall be submitted to the Contracting Officer at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278-0090:

- a. claims referencing or mentioning the Contracting Disputes Act of 1978
- b. requests for a written decision by the Contracting Officer
- c. claims certified in accordance with the Contract Disputes Act of 1978

No other Government representative is authorized to accept such requests. A copy shall also be provided to the Authorized Representative of the Contracting Officer.

The Contractor shall also provide the Contracting Officer with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.

21. PROGRESS PAYMENTS

Progress Payments made pursuant to the PAYMENTS TO CONTRACTOR clause for any item of work in the bid schedule shall be based on the contract unit price or lump sum amount set forth in the bid schedule for that item of work. If the amount of the unit price or lump sum bid for any item of work is in excess of 125% of the Government estimate for such item, the Contracting Officer may require the contractor to produce cost data to justify the price of the bid item. Failure to justify the bid item price to the satisfaction of the Contracting Officer may result in payment of an amount equal to 125% of the Government estimate for such bid item upon completion of work on the item and payment of the remainder of the bid item price upon final acceptance of all contract work.

22. PERFORMANCE EVALUATION OF CONTRACTOR (1985 JAN HQ USACE)

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be SF 1421, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DoD Contracting Officers for their future use in determining Contractor responsibility, in compliance with DFARS 36.201(c)(1).

23. SAFETY AND HEALTH REQUIREMENTS MANUAL

The Contractor shall comply with all pertinent provisions of the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385- 1-1, in effect on the date of the solicitation, this manual may be obtain on the web at:

<http://www.usace.army.mil/publications/eng-manuals/em385-1-1/>

The latest edition, as referenced in the Accident Prevention Clause of the CONTRACT CLAUSES, is dated 3 November 2003.

Before commencing the work, the Contractor shall - (1) Submit a written proposal for implementing the Accident Prevention Plan; and (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

24. AUTHORIZED CONSTRUCTION AREA AND TRESPASSING

The Contractor shall not inflict damage upon land and properties outside the authorized construction area by unwarranted entry upon, passage through, damage to, or disposal of, material on such land or property. The Contractor may make a separate agreement with any other party, regarding

the use of, or right to, land or facilities outside the contract area. If such an agreement is made, it shall be in writing and a copy shall be furnished the Contracting Officer. The Contractor shall hold and save the Government, its officers, and agents free from liability of any nature or kind arising from any trespassing or damage occasioned by his operations.

25. DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the article of the contract clause entitled "PERMITS AND RESPONSIBILITIES". However, if in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane, severe coastal storm or tornado, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump-sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment, pursuant to Contract Clause entitled CHANGES, will be made as full compensation for the repairs of that part of the permanent work for which there are not applicable contract unit or lump-sum prices. Except as herein provided, damage to all work, utilities, materials, equipment, and plant, including temporary construction and utilities, pavements, and other property along the routes used by the Contractor's pipelines and/or land vehicles, shall be repaired to the satisfaction of the Contracting Officer, the State of New Jersey, and the utilities companies, at the contractor's expense regardless of the cause of such damage.

26. ENVIRONMENTAL LITIGATION (1974 NOV) (OCE)

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. 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 litigation", 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. (ECI 7-671.10)

27. LABOR-ADDITIONAL REQUIREMENTS

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879, Statement of Compliance, and attached to each weekly payroll.

28. CRANE AND DRAGLINE SAFETY REQUIREMENTS

In addition to meeting all applicable requirements of OSHA standards and Section 16 of the U. S. Corps of Engineers Manual, "Safety and Health Requirements", EM 385-1-1, dated 3 November 2003, all cranes used in performing the work set forth in these specifications shall be equipped with geared boom hoists or otherwise provided with mechanisms which will prevent the booms from failing free. Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanisms for operating the booms by gravity

made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type back stops to prevent them from overtopping.

30. ACCESS AREA

Areas designated on the drawings as "Access to Working Area" shall be used by the Contractor solely for the purpose of access to and from the "Work Limits". The Contractor shall arrange his use of these access areas so as to minimize interference with the property owners' (or user's) access or normal use.

31. TIME EXTENSIONS (APR 1984)

a. Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule. (FAR 52.212-6)

b. Time Extensions for Unusually Severe Weather.

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause 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:

a. 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.

b. 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.

2. 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

(7) (6) (7) (5) (6) (5) (6) (5) (5) (4) (4) (6)

3. Upon acknowledgment 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. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

32. VEHICULAR AND OTHER TRAFFIC CONTROL

The Contractor shall be required to provide and maintain barriers, flagmen and warning devices during construction and hauling operations which may interfere with vehicular and other traffic. The Contractor shall also be required to effect necessary traffic control as required by the appropriate agencies. All safety precautions shall be subject to the approval of the Contracting Officer.

The Contractor shall obtain a NJ Department of Transportation road opening permit for the reworking of the apartment complex driveway.

The Contractor shall not disrupt the traffic on East St. between the hours of 7:00-9:00AM and 3:00-6:00PM. East St. is under county jurisdiction.

33. STORAGE AREAS

The Contractor may store his required materials and equipment within the "Work Limits" shown on the drawings. No storage will be allowed outside the designated work limits and the Contractor shall make his own arrangements with parties or agencies involved for storage areas outside the work limits.

34. VERIFICATION OF SMALL BUSINESS UTILIZATION

a. This clause is applicable to small business concerns whose contracts exceed \$1,000,000.

b. In accordance with the clause at FAR 52.219-8, entitled UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS, in effect on the date of this contract, the Contracting Officer may survey the extent of small and small disadvantaged business utilization under this contract. The Contractor may be required to report to the Contracting Officer statistical data on the number and dollars amounts of subcontracting awards with small businesses and small disadvantaged businesses.

c. As appropriate, the Contracting Officer may require one or more follow-up reports to the initial report.

d. The Contractor agrees to insert this clause in any subcontract that may exceed \$1,000,000, including this subparagraph (d).

35. PRECONSTRUCTION CONFERENCE

a. A preconstruction conference will be arranged by the Contracting Officer, or his Representative, after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference the Contractor will be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

b. The Contractor shall bring to this conference the following items in either completed or draft form:

- The Contractor's order of work.
- Accident Prevention Plan. (See Accident Prevention Clause in Section 00700 and paragraph 23 of this Section concerning Safety and Health Requirements Manual)
- Quality Control Plan. (See Section 01451)
- Letter appointing Superintendent.
- List of subcontractors, if any.

36. COORDINATION CONFERENCES

Routine coordination conferences will be scheduled by the Contracting Officer throughout the life of this contract. Coordination conferences will be held to discuss contract administration, Contractor quality control, phasing, scheduling, and other aspects relating to this construction. The Corps of Engineers and the Contractor will be represented at each of these meetings. Similar information concerning replacement personnel shall be forwarded to the Contracting Officer, should any replacement be required at any time during the life of this contract. Coordination conferences will be scheduled to occur on a weekly basis.

37. CONTRACTOR WORKING HOURS

Unless specifically authorized by the Contracting Officer, contract work shall be restricted to the hours of 8:00 A.M. to 5:00 P.M., Mondays through Saturdays. No work will be permitted on Sundays and Federal and State legal holidays.

38. PARTNERSHIP IMPLEMENTATION PLAN

To more effectively accomplish this contract, the Government proposes to form a partnership with the Contractor. This partnership would draw on the strengths of each organization in an effort to achieve a quality product within budget and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. If mutually agreed to by both parties, a facilitator satisfactory to both parties shall be hired who would be responsible to arrange for an offsite conference location, provide all workshop materials, and compile and distribute a completed partnering agreement to all participants within 30 days of the partnering session. Conference site location will be coordinated with the Contracting Officer for approval. The Contractor should plan for the attendance of approximately 15-20 individuals from the Government in addition to the Contractor's and subcontractor's personnel. The cost of the facilitator and conference facility will be shared equally by the Contractor and Government. All other costs associated with partnership implementation will be borne by the Contractor. It is anticipated that the partnership conference will be for one day each time and will be held on a monthly basis.

39. CONSTRUCTION PROJECT SIGNS AND PUBLIC SAFETY SIGN

The Contractor shall construct three signs, one for project identification, one to show on-the-job safety performance, and one public safety sign. Sample sign drawings together with mounting and fabrication details are provided at the end of this section. The signs shall be erected within 15 calendar days after the date of Notice to Proceed. The project identification and safety performance signs are to be displayed side by side and mounted for reading by passing viewers. The public safety sign shall be the same size as the project signs.

Exact placement location will be designated by the Contracting Officer. Panels are fabricated using HDO (High Density Overlay) plywood with dimensional lumber uprights and bracing. The sign faces are non-reflecting vinyl. All legends are to be die-cut or computer-cut in the sizes and type-faces specified and applied to the white panel background following the graphic formats shown on the attached sheets. The Communications Red panel on the left side of the construction project sign with Corps signature (reverse version) is screen printed onto the white background.

The Contractor shall maintain the signs in good condition throughout the construction period. No separate payment will be made for erecting and maintaining the signs and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the signs from the project site.

40. INSURANCE PROCURED BY CONTRACTOR

a. The Contractor shall procure and maintain during the entire period of this performance under this contract the attached insurance policies:

(1) Commercial General Liability Insurance in limits of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, death, personal injury and property damage, including but not limited to coverage for Broad Form Property Damage. Such coverage shall not contain any environmental exclusion clause and there shall be no exclusions for property damage arising out of explosion, collapse or underground property damage hazards and no exclusion for waterfront activities.

(2) The policies described above shall be endorsed (i) to include the property owner, Borough of Bound Brook and the State of New Jersey as additional insured and (ii) to provide that notice of an occurrence to the insurance company from any insured shall serve as notice from all insured.

(3) Comprehensive Automobile Liability Insurance in limits of not less than five million dollars combined single limit per occurrence for bodily injury, death, and property damage covering all owned, non-owned and hired vehicles in connection with the work to be performed in connection with this permit.

(4) Certificates of Insurance evidencing the issuance of all insurance required hereby, and guaranteeing at least thirty (30) days prior notice to the Government of cancellation or non-renewal, shall be delivered to The New Jersey Department of Environmental Protection and Borough of Bound Brook, prior to entry of the Government's contractors upon the project area, or, in the case of new or renewal policies replacing any policies expiring during the period, no later than thirty (30) days before the expiration dates of such expiring policies.

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substances of this clause, including paragraph c., in all subcontracts hereunder.

41. CONTINUING CONTRACTS (ALTERNATE) (MAR 1995) - EFARS

a. Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$250,000 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

b. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

c. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

d. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

e. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

f. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

g. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

42. SPECIAL SCHEDULING REQUIREMENTS FOR MECHANICAL AND ELECTRICAL SYSTEMS

In reference to the contract clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS", see section entitled TESTING FOR MECHANICAL AND ELECTRICAL SYSTEMS Section 01452 for additional scheduling requirements for such systems.

43. CONSTRUCTION STAGING

Construction shall be staged as show on staging plan.

44. TOPOGRAPHIC SURVEY

Topographic mapping provided on plans was compiled by aerial methods from photographs dated 3-28-86 and field survey from 1991 with additional field survey and edits in 1996, 1997, 1999, and 2003. Topographic mapping edits in 2003 were compiled from record plans of United States Army Corps of Engineers "Segment T" of the Green Brook Flood Control Project. Topographic mapping to be field verified by contractor.

45. GOVERNMENT RESIDENT MANAGEMENT SYSTEM

a. The Government will utilize an in-house Contract Administration program entitled "Resident Management System" (RMS). The Contractor shall utilize a Government furnished CQC Programming Module. The following hardware and software are needed by the contractor to run RMS: A personal computer with Pentium II Processor (or higher) and 32 megabytes (MB) or more of random access memory (RAM), 4.0 gigabytes (GB) hard drive disk space for sole use of CQC Module, and a 3-1/2 inch high density floppy drive, Compact Disk (CD) Reader. Also needed is a HP Laser Jet III Series or better printer, a color monitor, Windows 95 or later, MS Office (Microsoft Word 97 or newer, Access 97 or newer) and computer files = 120. Connection to the Internet, minimum 28 BPS. Electronic Email compatible with MS Outlook. The contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.

b. The Module includes a Daily CQC Reporting System form, which must also be used. This form may be in addition to other contractor desired reporting forms. However, all other such reporting forms shall be consolidated into this one Government specified Daily CQC Report Form. The contractor will also be required to complete CQC Module elements which include, but are not limited to, all Contractor Quality Control plan information such as; Prime Contractor staffing, subcontractor information showing trade, name, address, and point of contact, definable features of work, pay activities and activity information, required Quality Control tests tied to individual pay activities, planned User schooling tied to specific specification paragraphs and pay activities, Installed Property listings, Transfer Property listings, and

submittal information relating to specification section, description, pay activity, and expected procurement period. The sum of all pay activities shall equal the contract amount, and all Bid Items, Options and Additives shall be separately identified, in accordance with the Bidding Schedule. Bid Items may include multiple activities, but activities may only be assigned to one such Bid Item. This module shall be completed to the satisfaction of the Contracting Officer prior to any contract payment (except for Bonds, and Insurance, as approved by the Contracting Officer) and shall be updated as required.

c. During the course of the contract, the contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to contractor activities or reflect outstanding or future items needing attention of the contractor. The contractor will acknowledge receipt of these comments by specific number reference on his daily CQC report, and will also reflect on his daily CQC report when these items are specifically completed or corrected to permit Government verification.

- End of Section -

(End of Summary of Changes)