

2. AMENDMENT/MODIFICATION NO. R0001	3. EFFECTIVE DATE 26 Mar 2003	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY US ARMY ENGINEER DISTRICT, AK CEPOA-CT-GMD (DACA85) PO BOX 6898 ANCHORAGE, AK 99506-0898 LAURA SHELDON (907)384-7010	CODE J4P0000	7. ADMINISTERED BY (If other than Item 6) US ARMY ENGINEER DISTRICT, AK CEPOA-CT-GMD PO BOX 6898 ELMENDORF AFB, ALASKA 99506-6898	CODE DACA85
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO. DACA85-03-B-0003
	X	9B. DATED (SEE ITEM 11) 03/20/03
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE 089C4		FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning 0 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)
PROJECT TITLE AND LOCATION: Cantonment Fencing, Ft Greely, Alaska

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
BID OPENING DATE IS 21 APR 2003, at 10:00 am, local time, at SEE SECTION 00100, PARA 9.

NOTICE TO OFFERORS: PLEASE MARK OUTSIDE OF ENVELOPE IN WHICH BID IS SUBMITTED TO SHOW AMENDMENTS RECEIVED. YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS AMENDMENT ON THE REVERSE SIDE OF STANDARD FORM 1442.

IMPORTANT NOTE: Keep in mind that the base is still under tight security measures and access to non-DOD personnel is limited or restricted and requires extra time to process through the Boniface Gate

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
	16C. DATE SIGNED

Amendment 0001

SECTION 00010
 REVISED 24 MARCH 2003
 BIDDING SCHEDULE
 CANTONMENT FENCING, FORT GREELY, ALASKA

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
<u>Base Items</u>					
0001	Cantonment Fencing, clearing and grubbing, complete.	1	LS		\$_____
0002	Mobilization/Demobilization, complete.	1	LS		\$_____
Total of Items 0001 thru 00002					\$_____
OPTIONAL ITEM					
0003	Visitor Control Facility complete.	1	LS		\$_____
Total of Optional Item 0003					\$_____
Total of Base and Optional Item					\$_____

EVALUATION OF BIDS: Award will be made to the low, responsive, responsible bidder on total of total of all items.

INCOMPLETE BIDS: Failure to submit a bid on all items in the schedule will result in an incomplete bid and the bid will be rejected.

AWARD OF OPTIONAL ITEM: The Government anticipates the award of the Optional Item 0003 within 120 calendar days after the award of the Basic Bid Items.

(End of Bidding Schedule)

Amendment 0001

52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

Amendment 0001

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

SECTION 00800
SPECIAL CONTRACT REQUIREMENTS

SCR-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor will be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the Notice to Proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than as follows:

Fence Complete	30 September 2003
All other Work	30 September 2004

The Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer. The time stated for completion shall include final cleanup of the premises.

SCR-2 NOT USED

SCR-3 LIQUIDATED DAMAGES-CONSTRUCTION:

(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 \$500.00 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.

SCR-4 NOT USED

SCR-5 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS:

(a) The Government--

(1) Will provide the Contractor, without charge, 1 CD-ROM disk(s) of contract drawings and specifications except publications incorporated into the technical provisions by reference. Requests for copies of this solicitation on CD-ROM disk(s) will be furnished on a "first come - first served" basis only as long as the initial supply is available. The CD-ROM disk(s) will not be available after the bid opening;

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;

and

Ft. Greely FOR OFFICIAL USE ONLY

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

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

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

(e) The work shall conform to the specifications and contract drawings identified on the following index of drawings.

Drawing No.	Title	Rev. No.	Date
	GENERAL		
None	Cover Sheet	None	17 March 2003
G-001	Drawing Index	None	"
G-002	Vicinity Map	"	"
G-003	Architectural and Civil Abbreviations, Legend and Notes	"	"
G-004	Mechanical and Electrical Abbreviations, Legend and Notes	"	"
	SITWORK		
C-001	Overall Fence Layout	"	"
C-002	Site Layout, Visitor Control Facility	"	"
C-003	Site Layout, Panel 1	"	"
C-004	Site Layout, Panel 2	"	"
C-005	Site Layout, Panel 3	"	"
C-006	Site Layout, Panel 4	"	"
C-007	Gate Locations and Types	"	"
C-008	Not Used	"	"
C-009	Not Used	"	"
C-010	Fence Details	"	"
C-011	Gate Details	"	"

Drawing No.	Title	Rev. No.	Date
C-012	Miscellaneous Details	"	"
C-013	Gate Schedule and Misc. Details	"	"
ARCHITECTURAL			
A-001	Visitor Control Facility Floor Plan	"	"
A-002	Visitor Control Facility Elevations	"	"
A-003	Visitor Control Facility Roof and Reflected Ceiling Plan	"	"
A-004	Visitor Control Facility Building Sections	"	"
A-005	Visitor Control Facility Wall Sections	"	"
A-006	Visitor Control Facility Door Details	"	"
A-007	Visitor Control Facility Window Details	"	"
A-008	Visitor Control Facility Roof Details	"	"
A-009	Visitor Control Facility Roof Details	"	"
A-010	Visitor Control Facility Miscellaneous Details	"	"
A-011	Visitor Control Facility Miscellaneous Details and Schedules	"	"
STRUCTURAL			
S-001	Visitor Control Facility Structural Sections and Details	"	"
MECHANICAL			
M-001	Visitor Control Facility Heating Plans and Schedule	"	"
ELECTRICAL			
E-001	Electrical Site Plan	"	"
E-002	Visitor Control Facility Electrical Power/Lighting Plan	"	"
E-003	Visitor Control Facility Electrical Panel/Lighting Schedule	"	"
E-004	Visitor Control Facility Electrical Communications Plan	"	"

Drawing No.	Title	Rev. No.	Date
E-005	Visitor Control Facility Electrical Details	"	"

SCR-6 NOT USED

SCR-7 CERTIFICATES OF COMPLIANCE:

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 3 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.

SCR-8 SUBMITTALS (ER 415-1-10, 30 May 1995):

Within 15 days after receipt of Notice to Proceed, the Contractor shall complete and submit to the Contracting Officer, in triplicate, submittal register ENG Form 4288 listing all submittals and dates. In addition to those items listed on ENG Form 4288, the Contractor shall furnish submittals for any deviation from the plans or specifications. The scheduled need dates must be recorded on the document for each item for control purposes. In preparing the document, adequate time (minimum of 30 days) shall be allowed for review and, only when stipulated, approval and possible resubmittal. Scheduling shall be coordinated with the approved progress schedule. The Contractor's Quality Control representative shall review the listing at least every 15 days and take appropriate action to maintain an effective system. Copies of updated or corrected listing shall be submitted to the Contracting Officer at least every 30 days in the quantity specified. Payment will not be made for any material or equipment which does not comply with contract requirements.

Section 01330 includes an ENG Form 4288 listing technical items the Contractor shall submit to the Contracting Officer, as indicated in the contract requirements.

SCR-9 NOT USED

SCR-10 FORT GREELY PHYSICAL DATA: Data and information furnished or referred to below are furnished for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigation.

b. Location: Fort Greely is located on the Richardson Highway approximately 5 miles south of the juncture of the Alaska Highway and the Richardson Highway.

c. Transportation:

(1) Highway: Fort Greely is connected to the State of Alaska Highway System.

(2) Railroad: The Alaska Railroad offers freight service from the 48 contiguous states and Canada via rail barge and trainship through Whittier, and from Seward, to Anchorage and Fairbanks. In addition to the freight service, scheduled passenger service and express service between Anchorage and Fairbanks, and passenger service between Anchorage and Whittier are also available. Fairbanks (including Eielson AFB and Ft. Wainwright) is the northern terminus, and Seward and Whittier are the southern terminals of the Alaska Railroad.

(3) Air: Big Delta Airfield lies 3 miles south of Delta Junction. Big Delta Airfield is under the jurisdiction of the U.S. Army, Fort Greely, Alaska. Chartered- or Contractor-operated aircraft may use this field. Use of this field by the Contractor or charter flight concerns will be subject to all rules and regulations of the U.S. Army, Fort Greely, Alaska.

d. Communications: Telephone communications and services are under the jurisdiction of the Communications Officer. The Contractor shall make all arrangements for required communication service directly with the Communications Office. The Government does not guarantee the adequacy or efficiency of the service or the number of telephones that can be assigned to the Contractor.

e. Weather Data: A Climatological Summary for Fort Greely is attached to the end of this section.

SCR-11 NOT USED

SCR-12 IDENTIFICATION OF EMPLOYEES AND MILITARY REGULATIONS:

(a) The Contractor shall be responsible for compliance with all regulations and orders of the Commanding Officer of the Military Installation, respecting identification of employees, movements on installation, parking, truck entry, and all other military regulations which may affect the work.

(b) The work under this contract is to be performed at an operating Military Installation with consequent restrictions on entry and movement of non-military personnel and equipment.

SCR-13 NOT USED

SCR-14 SPECIAL SAFETY REQUIREMENTS:

The Safety and Health Requirements Manual referenced in paragraph Accident Prevention of the Contract Clauses is amended as indicated below. Copies of the manual can be ordered from the Superintendent of Documents, Government Printing Office, Washington DC, phone 202-512-1800, FAX 202-512-2250.

a, b and d: Not used

c. Paragraph 16.C: Add new paragraphs 16.C.21 and 16.C.22.

16.C.21. During personnel handling operations, load and boom hoist drum brakes, swing brakes, and locking devices such as pawls or dogs shall be engaged when the occupied platform is in a stationary working position.

16.C.22. During personnel handling operations, the load hoist drum shall have a system or device on the power train other than the load hoist brake, which regulates the lowering rate of speed of the hoist mechanism (controlled load lowering). Free fall is prohibited.

SCR-15 NOT USED

SCR-16 LAYOUT OF WORK (APR 1984):

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due the Contractor.

SCR-17 NOT USED

SCR-18 BORROW AREAS:

(a) Source: The borrow area is owned by the Government and is made available to the Contractor free of charge for production of materials required under this contract. There is available within the designated area an adequate supply of material from which subbase, classified material and unclassified material meeting the requirements of these specifications can be produced. The Government guarantees that a sufficient amount of material of suitable quality for production of all aggregate materials required is available within the deposit, and that all material requirements may be produced by mechanical means with a properly designed and operated plant without handpicking 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 materials 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 borrow area has been explored by the Government to determine the character of materials available. The results of explorations are 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.

(2) Disposal of Waste Materials: All overburden removed, and all other waste material including materials designated unsuitable for use in the project 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 work in which the materials are used.

(3) Plan of Operations: Prior to beginning operations in the borrow area, 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 borrow area shall be subject to approval, but approval of the plan will not in any way relieve the Contractor of the responsibility to operate in a safe and systematic manner.

SCR-19 HAUL ROADS:

Whenever practical, one-way haul roads shall be used on this contract. Haul roads built and maintained for this work shall comply with the following:

(a) One-way haul roads for off-the-road equipment; e.g., belly dumps, scrapers, and off-the-road trucks shall have a minimum usable width of 25 feet. One-way haul roads for over-the-road haulage equipment only (e.g., dump trucks, etc.) may be reduced to a usable width of 15 feet.

When the Contracting Officer determines that it is impractical to obtain the required width for one-way haul roads (e.g., a road on top of a levee), a usable width of not less than 10 feet may be approved by the Contracting Officer, provided a positive means of traffic control is implemented. Such positive means shall be signs, signals, and/or signalman and effective means of speed control.

(b) Two-way haul roads for off-the-road haulage equipment shall have a usable width of 60 feet. Two-way haul-roads for over-the-road haulage equipment only may be reduced to a usable width of 30 feet.

(c) Haul roads shall be graded and otherwise maintained to keep the surface free from potholes, ruts, and similar conditions that could result in unsafe operation.

(d) Grades and curves shall allow a minimum sight distance of 200 feet for one-way roads and 300 feet for two-way roads. Sight distance is defined as the centerline distance an equipment operator (4.5 feet above the road surface) can see an object 4.5 feet above the road surface. When conditions

make it impractical to obtain the required sight distance (e.g., ramp over levees), a positive means of traffic control shall be implemented.

(e) Dust abatement shall permit observation of objects on the roadway at a minimum distance of 300 feet.

(f) Haul roads shall have the edges of the usable portion marked with posts at intervals of 50 feet on curves and 200 feet maximum elsewhere. Such markers shall extend 6 feet above the road surface and, for nighttime haulage, be provided with reflectors in both directions.

SCR-20 NOT USED

SCR-21 THRU SCR-24 NOT USED

SCR-25 COMMUNICATION SECURITY:

All communications with DOD organizations are subject to COMSEC review. Contractor personnel shall be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DOD organizations. Therefore, civilian Contractor personnel are advised that any time they place a call to or receive a call from Alaska District offices or Resident Engineer offices located on military installations, they are subject to COMSEC procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information.

SCR-26 PERMITS AND RESPONSIBILITIES:

The Government has obtained the following permits/licenses related to the construction of this project:

-Alyeska Pipeline Service Company, Crossing.

It will be the responsibility of the Contractor to obtain all other permits/licenses required for this project as required under the Contract Clause paragraph entitled PERMITS AND RESPONSIBILITIES.

SCR-27 NOT USED

SCR-28 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION:

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty percent of the lump sum price upon completion of the Contractor's mobilization at the work site.

(2) The remaining forty percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the offer if the Contracting Officer believes that the percentages in paragraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization cost at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b) (1) of this clause is not subject to appeal.

SCR-29 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (1999 JUNE HQ USACE) (EFARS 52.231-5000):

(a) This statement shall become operative only for negotiated contracts where cost or pricing data is requested, and for modifications to sealed bid or negotiated contracts where cost or pricing is requested. This clause does not apply to terminations. See 52.231-5001, Basis for settlement of proposals, and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region IX. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply. (Individual copies of the regional schedules are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Any schedule can be ordered by telephoning (202) 512-1800. The cost is \$33.00 each. Vol. 9 is stock no. 008-022-00292-8.)

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

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or

partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

SCR-30 NOT USED

SCR-31 THRU SCR-33 NOT USED

SCR-34 Not Used

SCR-35 Not Used

SCR-36 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15, 31 Oct 1989):

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 a 5-Day Work Week

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
22	20	21	2	0	4	5	0	0	10	21	22

3. Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and the resultant impact to normally scheduled work. Actual adverse weather delays 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 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 in each month, and be recorded as full days. If the number of actual adverse weather 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)".

SCR-37 THRU SCR-39 NOT USED

SCR-40 KEY PERSONNEL:

During the performance of this contract, no substitutions shall be made for individuals specifically identified in the Contractor's accepted proposal to perform key functions in the work, unless determined necessary by the Contracting Officer and approved in writing. Proposed substitutes shall have qualifications comparable to those of the persons being replaced.

SCR-41 THRU SCR-44 NOT USED

SCR-45 SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, U.S. ARMY CORPS OF ENGINEERS:

EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health).

The Contractor shall be responsible for complying with the current edition and all changes posted on the web (see web address above) as of the effective date of this solicitation.

SCR-46 THRU SCR-111 NOT USED

SCR-112 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) (FAR 52.222-23):

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Goals for Minority Participation</u>	<u>Goals for Female Participation</u>
8.7 (Anchorage, AK)	6.9 (Alaska)
15.1 (Locations outside city of Anchorage)	

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and
- (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to

Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract;

and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Alaska.

ATTACHMENT: CLIMATOLOGICAL SUMMARY

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction, design and construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all design and construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents subcontractors, designers of record, consultants, architect/engineers (AE), fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents subcontractors, designers of record, consultants, architect engineers (AE), offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by the Contracting Officer shall be used.)

- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Not Used

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, Post award Conference, before start of design or construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, design activities, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager CQC System Manager, a Design Quality Manager, and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 4 years construction experience on construction similar to this contract. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel (Not Used)

3.4.4 Additional Requirement

In addition to the above experience requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors", within the previous 5 years. This course is periodically offered at various locations and times. The CQC System Manager shall also be trained in how to use the Resident Management System (RMS). Coordinate with COR for schedule and location of classes.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.

- k. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. **A list of all tests required by contract shall be furnished as part of the QC Plan. This list shall give the test name, specification section and paragraph reference requiring the test, frequency, the personnel and/or laboratories responsible for each type of test, with an estimated number of tests required.** The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing

procedures and techniques. Laboratories utilized for testing soils, concrete, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$1500 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing (Not Used)

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "SCR-1 Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to,

those from Post Director of Public Works, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials

incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --