

2. AMENDMENT/MODIFICATION NO. R0001	3. EFFECTIVE DATE 08/11/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY US ARMY ENGINEER DISTRICT, AK CEPOA-CT (DACA85) PO BOX 6898 ANCHORAGE, AK 99506-6898	CODE J4P0000	7. ADMINISTERED BY (If other than Item 6)	CODE DACA85
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JUNE WOHLBACH (907)753-5624	US ARMY ENGINEER DISTRICT, AK CEPOA-CO-SAO PO BOX 6898 ELMENDORF AFB, ALASKA 99506-6898
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. DACA85-03-R-0002 <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 07/18/03 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)
CODE	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: Repair Utilidors Phase 4, Eielson AFB, Alaska

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

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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.)

PROPOSAL DUE DATE IS 22 AUG 03, 4:00 pm, local time, at the US Army Corps of Engineers, 2204 Third Street, Rm 29, Elmendorf AFB, Alaska.

NOTICE TO OFFERORS: Please mark outside of envelope to show amendment received. You are required to acknowledge receipt of amendments on the reverse side of Standard Form 1442.

A REMINDER THAT ELMENDORF AFB IS STILL UNDER TIGHT SECURITY. BE SURE TO HAVE ALL NECESSARY PAPERWORK NEEDED TO OBTAIN A BASE PASS AND GIVE YOURSELF PLENTY OF 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	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

Solicitation No. DACA85-03-R-0002
Design/Build to Upgrade Utilidors, Phase IV, Eielson AFB, Alaska
Amendment No. R0001

The following is a table correlating Proposal Schedule Item Numbers with listing in Scope of Work notes, Sheet G1.2.

Proposal Schedule Item No.		Sheet G1.2., Scope of Work Notes, Note 2
0001	corresponds to	Base Proposal a.
0002	corresponds to	Base Proposal b.
0003	corresponds to	Base Proposal c.
0004	corresponds to	Base Proposal d.
0005	corresponds to	Option 1
0006	corresponds to	Option 2
0007	corresponds to	Option 3
0008	corresponds to	Option 4
0009	corresponds to	Option 5
0010	corresponds to	Option 6

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U.S. ARMY CORPS OF ENGINEERS
ALASKA DISTRICT

6

PHASE IV

7
8

UTILIDOR UPGRADE PROJECT
EIELSON AIR FORCE BASE, ALASKA
PREPROPOSAL CONFERENCE

9
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BEFORE JUNE L. WOHLBACH, Contract Specialist
Civil Engineer Conference Room
2258 Central Avenue
Eielson Air Force Base, Alaska
August 5, 2003

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PANEL:

10:00 o'clock a.m.
Mr. David Arehart
Ms. Frances Isgriegg
Mr. Thomas Lubeck
Mr. Bruce Munholand
Mr. Mac Nason
Mr. Mike Raabe
Mr. Norm Sams

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ATTENDEES:

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Mr. Dale Bowland, H.C. Price
Mr. Bob Eder, Alaska Mechanical, Inc.
Mr. David Furry, MWH Constructors
Mr. Mark Hale, American Mchanical, Inc.
Mr. Thomas Hebnes, Rockford Corporation
Mr. David Johnstone, MWH Constructors
Mr. Howard McIntyre, American Mechanical, Inc.
Mr. Steven Pannone, ASCG Inc.
Mr. Wojciech Rosiecki, ASCG Inc.
Mr. Robert Sandstrom, American Mechanical Inc.
Mr. Stephen Wing, MWH Constructors

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(On record; 10:00 a.m.)

MS. WOHLBACH: My name is June Wohlbach. I'm the contracting officer for the project and we're here to do a preproposal conference for the Eielson Phase IV Utilidor Upgrade Project. Today we are anticipating doing a site visit, but prior to doing that, we must have everyone identify who wants to go to the site visit because there is an exercise currently being handled on base and therefore we have to get special permission to go to a particular area of the site. So I'd like to know -- I'm going to pass around the sign-up sheet again and if you'd please put a star by your name to indicate whether or not you'll be attending the site visit so that Mac Nason can go ahead and make the phone calls necessary to get us in that area.

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MR. NASON: If it helps, the only place that we have that's in the security area for the exercise is this stretch from the corner of Division and Flightline to the corner of Flightline and Outer Loop. In the RFP, you'll probably see like lift station 507 to manhole 705. The entry control point for the exercise area is right at the beginning of that stretch. So that's, the stretch that if you want to go see, I've got to get permission to get you down in there. The rest of it, Broadway and such, is all -- we can just get out there without a problem.

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MS. WOHLBACH: Did the two gentlemen who just came in understand what I was saying or did they get the information? Make sure when you sign up that if you are going out to the site visit to the area that Mac just described, we will have to have special permissions to get out there. So make sure you put the star next to your name so he can make those phone calls now.

Today with me I have Bruce Munholand. He's the air force team leader for this project, representing project management. We also have Tom Lubeck, our technical team leader from our civil design section. We also have Dave Arehart, our representative from the AE firm who prepared the RFP for the Corps of Engineers.

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Are there any preliminary questions I need to answer first before we get started? You're all always so quiet at these things. Bruce and I were trying to brainstorm, trying to figure out a way to make you ask more questions at these; that's the whole point. Okay. Mac, do you want to go ahead and start it off with a description of the project?

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MR. NASON: Okay. I'm Mac Nason. I'm the water system superintendent for Eielson Air Force Base, so I'm kind of the end-user of this entire process. Phase IV is the

23 fourth part of a multiphase project to rehabilitate our
24 utilidor systems. Here at Eielson, most of you -- I see a lot
25 of familiar faces. We use concrete utility corridors to house

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1 our water, sewer, steam, and condensate mains. The Repair
2 Utilidor projects involve asbestos abatement, cleaning out dirt
3 and debris from within the utility corridors, removing the
4 asbestos from some of the lines if it's present, removing all
5 the lines and associated appurtenances: expansion joints,
6 valves, slides, guides; cleaning everything up, crack sealing
7 the utilidors, replacing any utilidor lids that are damaged to
8 the point that they have to be replaced; and then installing
9 new utility lines: water, sewer, steam, and condensate. That
10 includes all the expansion joints, drip legs, traps, valves,
11 the whole shooting match. And that's basically the project in
12 a nutshell.

13 The exact scope of this phase, it's identified
14 in the RFP. From the corner of Division Street and Flightline
15 - these are a couple of the main thoroughfares here at Eielson
16 - you'll see it listed as lift station 507 or manhole 507, it
17 runs along Flightline generally south to a point that's at the
18 corner of Flightline and Outer Loop Road. Outer Loop and Inner
19 Loop. You'll see it listed as manhole 705. The other segment
20 starts at the corner of commercial -- not commercial -- Central
21 Avenue and Broadway. Runs west on Broadway to the corner of
22 Broadway and Flightline and then north along Flightline to a
23 point -- I forget the manhole number, but it's also Building
24 1141. There is also -- we picked up that segment, didn't we?

25 MR. AREHART: Yes.

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1 MR. NASON: There's a little segment from the
2 corner of Division and Flightline; it runs pretty much due west
3 over to Building 1190. There's a manhole here and there's
4 this -- just this little piece here. That's pretty much the
5 base and I don't know how we broke it up into options. I
6 forget.

7 MS. WOHLBACH: Okay. Any questions on that?
8 (No audible response) What am I going to have to do? I can't
9 do all the talking here.

10 Well, anyway, this project was put out on the
11 street on July 18th. Your proposals are due on August 22nd.
12 We've already had one question asking for an extension and the
13 answer is no. You may not realize it, but if you don't, it is
14 O&M money, meaning that the funds expire on 30 September.
15 Therefore, you have to give the Corps of Engineers an
16 opportunity to review your proposals and make the selection
17 with the best offer and then, of course, make award prior to 30
18 September. So there will be very little chance of an
19 extension. We have already given you as much time as we
20 possibly could, which was a little more than 30 days. I know
21 it wasn't much, but it is more than our typical 30-day time
22 period. It will be a one-step source selection process where
23 you will submit both your technical and pricing together. You
24 will have 24 hours after your submittal of the proposal to
25 submit your subcontracting plan if you are a large business,

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1 and that information is included in the solicitation package

2 itself. Are there any questions on the solicitation
3 administratively? (No audible response) Okay.
4 MR. MUNHOLAND: Pretty straightforward.
5 MS. WOHLBACH: Pretty straightforward. Okay.
6 If you haven't been involved in the process because this is a
7 one-step source selection, your submittals will be due on
8 August 22nd. They'll be reviewed preliminarily by myself to
9 ensure that you completed every process or every procedure
10 stated in the solicitation to ensure that you meet the minimum
11 standards before it goes into the source selection board. That
12 board is comprised of architects, engineers, users will be
13 there, and they will determine the best value or make a
14 recommendation to the source selection officer, who will then
15 make the final determination.
16 There will be discussions held if we feel it's
17 necessary to make clarifications to your offer and those
18 typically come in the form of a letter. You will be given a
19 certain period of time - in this case, it will probably be a
20 very short period of time - to respond to our letter and
21 questions, and there will be another round of board membership
22 looking at the questions and answers and making another
23 determination of whether or not you've made it into the
24 competitive range. After that is determined, then we'll make
25 the competitive -- or determination of best value.

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1 So you can be eliminated at any time that we
2 feel that your offer no longer provides an opportunity for a
3 reasonable chance of receiving the award. Do you understand
4 that? It means that you can be eliminated at any time, because
5 we are not here to waste your time or our time. And if we feel
6 that your firm no longer is in the competitive range, we will
7 so notify you; you are then offered a debriefing either post
8 award or pre-award and you must identify the type of debriefing
9 you are desiring. If you do desire a pre-award debriefing,
10 you only receive the information regarding your firm. In other
11 words, you will not be able to receive any information
12 regarding the other firms at all. When we go into a post award
13 debriefing, the only information you can get on the other offer
14 is the successful offer and then your firm will be given the
15 information regarding their -- the successful offerer's overall
16 technical ranking and, of course, their price, which is made
17 public anyway. So there is only one difference, with the
18 exception that if you do request a post award debriefing, it
19 may affect your duty to -- it may affect when you can submit a
20 protest. So if you choose to do a post award debriefing, it
21 may affect whether or not you'd be allowed to do a protest.
22 And I'd highly advise you to go back and read the FAR regarding
23 protests. Any questions on that?

24 Has everyone had a chance to look at the
25 sign-in sheet and make a mark next to your name as to whether

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1 or not you'll be attending the....

2 MR. BOWLAND: I haven't.

3 MS. WOHLBACH: Okay. There are several options
4 on the bid schedule on this; however, as you -- we've already
5 identified, this is O&M funds. If we can make award prior to
6 30 September and additional O&M funds should happen to drop out

7 of the sky prior to 30 September, there is an opportunity that
8 more money may be placed against this contract; however, there
9 are no guarantees. So, end of the game.

10 MR. NASON: Okay. So everybody with the mark
11 next to their name wants to go out and see the stretch?
12 Correct?

13 MS. WOHLBACH: Correct.

14 MR. AREHART: I should probably go along, too,
15 or, I mean or -- yeah.

16 MS. WOHLBACH: Okay. Last chance. Gone.
17 Okay. Do you have any questions at all before.....

18 MR. AREHART: I thought I'd just fill in a
19 few.....

20 MS. WOHLBACH: Sure.

21 MR. AREHART:things that -- Mac gave the
22 overall. I'll just mention a few specifics. I think along
23 Broadway in front of Amber Hall, if you'll notice in the DB-
24 RFP, we are not going to be able to stockpile any soil along
25 there. It has to be trucked around the corner. I think the

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1 whole deal is right there. There are a couple of manholes that
2 are going to have to be rehabbed; that's in there. And then
3 one other thing that came up in some of our earlier jobs is the
4 problem with temporary utilities. Turning the valves on and
5 off shook up some of the sediment in the line and it got shot
6 into the residences and things like that, and spoiled some
7 people's clothes. This is just the little things. So we did
8 put in there that -- some strainers or something to try to
9 mitigate that problem, and that was a -- those are the little
10 things that make a project annoying, and that was one of them.
11 And that was some of the high ends I thought I'd hit.

12 MS. WOHLBACH: Tom, do you have anything to
13 add?

14 MR. LUBECK: No, not really.

15 MS. WOHLBACH: No?

16 MR. LUBECK: You'll see -- I think the only
17 thing that came up, another one, is that the -- this is a
18 design-build and so you will be designing the piping systems
19 and the intent is to line up the pipes on either side of the
20 utilidor to have clear access down the middle. So I just
21 wanted to clarify that.

22 MR. HEBNES: We're not exactly designing the
23 piping systems. Correct? It's already been sized. The sizes
24 are given. Correct?

25 MR. AREHART: That is correct.

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1 MR. HEBNES: Okay.

2 MR. AREHART: Yeah. The pipe diameters are
3 given.

4 MR. HEBNES: But we're not determining flow
5 criterias or anything?

6 MR. LUBECK: No.

7 MR. AREHART: Unh-unh.

8 MR. HEBNES: That's not a design of the piping
9 system or the support system.

10 MR. LUBECK: Correct. You are placing the
11 pipes.....

12 MR. HEBNES: Layout.
13 MR. LUBECK: Layouts, expansion joints,
14 anchors, and so forth.
15 MS. WOHLBACH: Are there any environmental
16 issues that we want to ask a question on? We have our
17 environmental people here.
18 MR. HALE: Do we have an anticipation of how
19 much contaminated soil there might be?
20 MS. ISGRIEGG: As far as we know, there's none
21 on site.
22 MR. HALE: Okay.
23 MS. ISGRIEGG: We don't think you're going to
24 hit any. If you do, it will be a surprise to us. If you do
25 need to dewater, however, in the area, I believe that's in the
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1 specs that you will have to have a separate dewatering permit.
2 MR. HALE: Okay.
3 MS. ISGRIEGG: You can't use the general permit
4 that the ADEC has out there. We want you to run it by them,
5 because we do have several dewater sites in the area; they're
6 not where you're at, but they are in the area and we like to
7 let them know what's going on.
8 MR. HALE: Okay.
9 MR. WING: The specs indicate that
10 dewatering -- dewatered waters need to be containerized and
11 analyzed before discharge. Do we have freedom to move from
12 that?
13 MR. RAABE: That would have to be in accordance
14 with the permits.
15 MS. ISGRIEGG: Yeah.
16 MS. WOHLBACH: Would you speak up, please?
17 MS. ISGRIEGG: It would be a permit issue.
18 MR. AREHART: Frances?
19 MS. ISGRIEGG: Yes?
20 MR. AREHART: In Appendix E, they -- we did
21 have the one permit in there that specifically addresses what
22 happens when you hit any contaminated water.
23 MS. ISGRIEGG: Good.
24 MR. AREHART: I think the state has covered
25 that and they -- I'm sure they did go into it in some detail.
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1 MS. ISGRIEGG: I haven't seen that permit.
2 MR. WING: Well, that's a follow-up question,
3 is -- is contaminated soils clearly identified in the RFP? And
4 how much is expected to be contaminated and whatnot?
5 Contaminated waters aren't specifically addressed. To what
6 extent is that a change of condition if contaminated waters are
7 encountered and identified?
8 MR. AREHART: To the extent we have in
9 Appendix A where we review the existing contaminated site data
10 with that board. There were no soil borings or anything like
11 that went out and poked around to determine that.
12 MR. WING: So you're saying if groundwater is
13 encountered, whether it's -- and dewatered and it's
14 contaminated, that's the contractor's problem? That's an
15 environmental project in and of its own accord that has real
16 financial impacts.

17 MR. AREHART: The specifications do call for
18 the contractor to get a permit in case contaminated groundwater
19 is encountered. But to quantify that for bidding, you're
20 right, there is a -- there's been no quantification for you.
21 MR. WING: So it's -- so we need to obtain a
22 permit to handle the situation, but if contamination were.....
23 MR. AREHART: If it occurs.
24 MR. WINGencountered, then, that would be
25 a change in scope to deal with the contamination?

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1 MR. AREHART: I won't say. I cannot.....
2 MS. ISGRIEGG: I'm not the contract officer, so
3 I can't say that.
4 MR. AREHART: I won't say yes, but I --
5 that's -- I'm just -- no consequence there.
6 MR. HEBNES: I need a clarification on that,
7 please.
8 MR. AREHART: I have no consequence. I
9 can't.....

10 MS. WOHLBACH: You need to put your.....
11 MR. HEBNES: The same thing falls with the soil
12 because basically it tells you how to deal with the soil, but
13 it states in there you're not expected to encounter and blah,
14 blah, blah. Well, okay, yeah, if I'm not expected to encounter
15 it, then, I'm not going to put any money in there to deal with
16 it, but it tells me how to deal with it. So I assume that's
17 the same criteria.

18 MR. MUNHOLAND: I don't think we can up-front
19 stipulate what types of things you may encounter that will be
20 considered changed conditions at this time. Those will be
21 handled on a case-by-case basis as they're encountered.

22 MR. WING: The challenge is, is that for the
23 soil, if there's 50 cubic yards of fuel oil contaminated soil
24 identified as anticipated to be encountered in the RFP, for
25 groundwater, there is a procedure identified that needs to be

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1 dealt with, which is fine, but it doesn't specify whether it's
2 in scope or out of scope if contamination is encountered. And
3 that's a million dollar bust.

4 MR. AREHART: Also, too, when it comes to
5 dewatering, it really depends upon how you go about excavating.
6 I mean if you put in, just to give an example, sheet piling, I
7 don't think it could be -- you can really cut down on the
8 amount of groundwater you're going to have to deal with. There
9 are other methods, some rather exotic, but I'm just stating
10 that it depends on how you do it.

11 MR. WING: All I'm saying is that from, I'm
12 sure, any of our companies' perspectives, we need to be able to
13 quantify risk and at the point that risk is not able to be
14 tightly quantified, dollars will quantify it for us. Not a
15 problem, but -- unless it's a problem.

16 MS. WOHLBACH: Okay. We will note that and do
17 research on it. Did you have a question?

18 MR. FURRY: I have a couple -- they're not
19 environmental, but just some other points. Will AutoCad
20 drawings be made available of the PDC, the 35%?

21 MS. WOHLBACH: We're researching that

22 possibility right now.

23 MR. FURRY: Okay. And then the other question,
24 a relatively minor one, in the proposal requirements for the
25 drawings, we're required to provide a certain level of engineer

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1 drawings with the proposal and it specifies a 12 by 18 size.
2 Could we go to the real life 11 by 17?

3 MS. WOHLBACH: Sure. We'll make an amendment
4 on that. I don't need any 12 by 18 pieces of paper.

5 MR. FURRY: A lot of cutting there.

6 MR. SAMS: I just have a comment that I'm not
7 sure everyone is aware of, but the requirements for the storm
8 water pollution prevention plan has significantly changed in
9 the past couple of months, so you may want to take a look at
10 that when you're.....

11 MR. WING: I have a further question on the
12 water. I understand that the section of utilidor we're looking
13 at is closer to the water table than some of the previous
14 sections have been and that I hear rumor that in the spring
15 there is often standing water at a very real depth inside the
16 utilidor. If that's the case, is removing that water
17 considered dewatering or is that considered pumping out a house
18 and an existing structure?

19 MS. WOHLBACH: I have no idea.

20 MS. ISGRIEGG: I wouldn't consider it
21 dewatering. We have to dewater, quote, the utilidors during
22 the springtime.

23 MR. WING: So you're talking dewatering in --
24 by the definition, is dewatering the trenches, not the utilidor
25 itself?

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1 MR. RAABE: That is my understanding of
2 dewatering. If it's inside of a structure, I wouldn't consider
3 it dewatering.

4 MR. AREHART: During normal operations, that
5 water -- the sumps kick on and it goes to the wastewater
6 treatment plant. Okay. That's how that typically is handled.
7 And there are those nasty situations where there's a breach
8 somewhere and run-off gets in there and it makes a big mess
9 and -- but that's a unique situation. I don't think you guys
10 will have to..... (pause)

11 MS. WOHLBACH: Any other questions? Comments?

12 MR. HALE: Manhole 507. The existing manholes
13 shown and the existing manhole you want aren't similar. You
14 show a.....

15 MR. AREHART: Okay. That's the manhole 507?

16 MR. HALE: Yeah. You show the -- it's right
17 with the lift station there.

18 MR. AREHART: Right.

19 MR. HALE: You have the big stack coming out
20 with a manhole coming right out behind it.

21 MR. AREHART: It's adjacent; they're contiguous
22 with the lift station.

23 MR. HALE: Right. But you have that metal
24 shaft changing right there, which is shown on, what, 5.5. "See
25 5.5."

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1 MR. AREHART: Let's take a look at that.
2 MR. HALE: It's listed with those manholes.
3 MR. AREHART: Is that one we were repairing?
4 I'm looking at the list here. Well, what's also important,
5 too, is to go to the work schedule because that one is just
6 getting I think a new hatch.
7 MR. HALE: Okay.
8 MR. AREHART: That one. Let's look at it here.
9 Manhole 507. Well, actually, let's see. Yes, it does get --
10 I'm sorry. It does get a shaft for attaching mechanical --
11 that -- and a new access hatch and safety ladder and that is
12 it.
13 MR. HALE: Right. But that whole slab has that
14 other vent on it -- it has another vent on it.
15 MR. AREHART: Correct. That is -- goes --
16 that's the mechanical ventilation for the manhole 507.
17 MR. HALE: Right. I understand.
18 MR. AREHART: And that, I think, is listed as
19 an NIC.
20 MR. HALE: Right. But the way you have it
21 designed for the new shaft is not possible the way you have the
22 existing.....
23 MR. AREHART: Well, we can go back to -- this
24 is a design/build.
25 MR. HALE: Right.

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1 MR. AREHART: And.....
2 MR. HALE: Well, we're just trying to figure
3 out what you want because, you know,.....
4 MR. AREHART: Yeah. The hatches that are going
5 in are the -- we're using the tradename Bilco.
6 MR. HALE: Right, right.
7 MR. AREHART: And it's that type, and that
8 would have -- that would replace that existing hatch. That
9 existing hatch there is real.....
10 MR. HALE: Right. Which are all in poured
11 concrete, but.....
12 MR. AREHART: It's a.....
13 MR. HALE: So you want us to cut that lid on?
14 Because it's all one big lid on there, is what I'm saying.
15 MR. AREHART: I'm not going to tell you.....
16 MR. HALE: Right.
17 MR. AREHART: I can't tell you how to do it. A
18 new hatch goes in there. If I were to do it, sometimes I might
19 cast a little curb because a lot of times I wouldn't want to
20 break out some of that angle iron that's already stuck in
21 there; you make a bigger mess. Sometimes you can just, you
22 know, cut the metal out and leave that -- the original frame in
23 there and just pour another one for the next frame. That's one
24 way to do it and that gets into the design.
25 MR. HALE: Okay.

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1 MR. AREHART: So.....
2 MR. HALE: We still don't know exactly what you
3 want is the problem, but.....
4 MR. AREHART: Okay. Well, then I'll make a
5 note of that.

6 MR. MUNHOLAND: What you're saying, Dave, is
7 the requirements are in the documents.....
8 MR. AREHART: Yes.
9 MR. MUNHOLAND:as to what that -- what's
10 got to go into that manhole. How they're aligned and how
11 they're placed in there is part of your design solution.
12 MR. HALE: Okay.
13 MR. MUNHOLAND: Okay.
14 MR. HALE: Okay.
15 MR. FURRY: If I may? These are conceptual
16 drawings that are provided to us, is my understanding.
17 MR. HALE: While we're on that, in manhole 201,
18 you have a small trench being cut in to the bore and it says
19 1 inch by 2 inch. I was wondering if that was exactly what we
20 were after.
21 MR. AREHART: On that, it's a matter of saw
22 cutting or something similar to that. It's just that there's
23 standing water and to try to get over there.....
24 MR. HALE: Well, I was just going by the
25 picture. I didn't know if it was -- meant 1 inch by 2 feet,
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1 but it said 1 inch by 2 inch just because of the size of the
2 picture that.....
3 MR. AREHART: Yeah, let's look at that detail
4 real quick.
5 MR. HALE: It's on C2.1.
6 MR. AREHART: C2.1. Oh. Well, oh, I know the
7 one you're talking about, but what.....
8 MR. MUNHOLAND: 2.10 I believe.
9 MR. AREHART: 2.10. Okay. Yeah, that's.....
10 MR. HALE: Is it meant to be 1 by 2 or is it
11 meant to be 1 by 15?
12 MR. AREHART: Well, it's -- the width is 2
13 inches and the depth is 1 inch. It's right there in that
14 little thing.
15 MR. HALE: Okay. Well, I know; it's just the
16 picture looked dif- -- I didn't know if it was like a graphical
17 error with the inch mark instead of a foot mark or.....
18 MR. AREHART: Oh. I'm -- the one I'm looking
19 at has the inch and the inch by both digits. Right.
20 MR. HALE: Right. I was just clarifying that
21 that's what we wanted.
22 MR. AREHART: Okay. Yeah. I -- okay. I
23 didn't do that. True. I mean that -- it can get so clogged up
24 with something and it can become kind of useless, but there is
25 that -- maybe it has to be wider, I suspect. But it's just
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1 that the standing water is just sitting there. There's other
2 solutions, as you'll probably propose. You'll go in and maybe
3 lay in some -- build the floor up, but then try to get the bond
4 is another problem. So enough said.
5 MR. BOWLAND: Well, I was wondering about the
6 cables that are laying on the floor of the utilidor. And, you
7 know, I guess it's part of our scope to either get those up on
8 supports or cable tray or something. Does anybody have any
9 idea how much slack there is in it? I mean is there enough --
10 I mean do we need to plan on splicing them? Do we need to plan

11 on replacing the cable? I mean I don't think that was
12 addressed.

13 MR. AREHART: I'm going to say that with the
14 precedent that we've had on the other utilidors, which are very
15 similar to what we're doing now, there really hasn't been a
16 problem.....

17 MR. BOWLAND: Oh, okay.

18 MR. AREHART:with getting them up there.
19 And things have gone smoother than I people thought. Norm,
20 he's the one that has to live with this during construction.

21 MR. SAMS: I don't know that we ever had to do
22 a splice or -- in fact, I don't think they want you to do
23 splices.

24 MR. BOWLAND: No, I wouldn't -- you know, I
25 wouldn't think so.

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1 MR. SAMS: Now, there are occasions where stuff
2 gets wrapped around pipe and.....

3 MR. BOWLAND: Okay.

4 MR. SAMS: I don't think we do splices. Just
5 rack them.

6 MR. AREHART: On that, too, is -- we do call
7 for getting the private utilities and stuff in there to mark
8 out those dead cables so that you're not putting dead cables on
9 a wall.

10 MR. BOWLAND: Sure.

11 MR. AREHART: And to get rid of the dead ones.

12 MS. WOHLBACH: Has anyone heard from.....

13 MR. FURRY: You may have mentioned this before,
14 but could we get a copy of the sign-in sheet?

15 MS. WOHLBACH: Yes. It will be out with the
16 amendment to the -- with the minutes. As you know, these plans
17 and specs are available on the Internet. Has anyone had any
18 major problems with that? Apparently, some of you aren't aware
19 that they are available. I know we issued CDs, but then we
20 also posted them to our web site. Okay. The Corps is going to
21 be moving towards that and not issuing CDs. So that's why I'm
22 trying to get some feedback on if you're having problems
23 downloading those drawings.

24 MR. WING: We didn't look at it; the CD worked
25 great.

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1 MS. WOHLBACH: I know the CD works great, but
2 we're moving to new technology and that's not always a smooth
3 transition. So just be advised the Corps is moving towards
4 posting things out on the web site. The AutoCad drawings, once
5 we locate those and make those available, will be by a CD and at
6 request only. Those are not something that we want to put out
7 on the web site, and that will be announced by amendment when
8 those are available. Any more questions? (Pause) Until Mac
9 gets back, I guess we can't go on our little site visit.

10 MR. HALE: On -- for the floor drain stuff, in
11 between 507 and 505, there's already a drain in place. Are you
12 wanting covers on those?

13 MR. AREHART: Yeah, that stretch starting from
14 507 and heading south, they cast a trough.

15 MR. HALE: Right. It's in there already.

16 MR. AREHART: Yeah.
17 MR. HALE: But somewhere down in the specs in
18 the structurals at the very end -- I mean in the utilidor
19 section, they start talking about the trench covers and I don't
20 know -- that's the only trench in there, so I didn't know if
21 you guys were wanting that or.....
22 MR. AREHART: Trench covers?
23 MR. HALE: I mean all it's going to do is clog
24 it up more than.....
25 MR. AREHART: Right. I mean we've got cable in
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1 there all the time anyway.
2 MR. HALE: Right.
3 MR. AREHART: But trench covers, that -- that's
4 unique.
5 MR. HALE: And nowhere in the specs -- I mean
6 in the plans does it show you putting a trench cover in,
7 but.....
8 MR. AREHART: Yeah. I would like to -- I need
9 to look at that trench cover and talk with the owner to see
10 if -- because that's something that, sorry, I wasn't aware of
11 and I.....
12 MR. HALE: Okay.
13 MR. AREHART: I'll have to talk to the owner.
14 Trench covers. And that is in?
15 MR. HALE: It's at the end of the utilidor
16 structural systems.
17 MR. AREHART: That would be -- it'd be in
18 25.09. Yeah, those cast-in-place are -- it's a good concept,
19 it gets the water away, but typically it's just -- it's so
20 filled with stuff. All right. So, specifically, where?
21 MR. HALE: I think it's almost on the last
22 page, I think, of the section, but I'm not.....
23 MR. AREHART: Concrete wall penetrations. Hmm.
24 I'm in 25.09.
25 MR. HALE: I'll have to go back and look, but I
0026
1 can write it down.
2 MR. AREHART: Yeah, please, because that's --
3 this is where a word search is nice. Hey, that's very handy to
4 have.
5 MR. HALE: I can look it up and e-mail it to
6 you, if you want.
7 MR. AREHART: Yeah. I'll have to.....
8 MS. WOHLBACH: You have to send it to the
9 Corps.
10 MR. AREHART: You have to send it to the Corps.
11 But as a designer, you can make your recommendations on that.
12 Okay? And I know you will.
13 MS. WOHLBACH: While we're waiting for Mac to
14 get back, there are a couple more administrative things I can
15 go over. In preparing your offer to the Corps of Engineers,
16 one of the things I always admonish everyone is to read the
17 solicitation. I know it's not perfect, but there is stuff in
18 there that will tell you what you're supposed to be doing and
19 what you need to be addressing. One of the major things that
20 we come across are past performance issues. One of the things

21 I offer to everyone here who attends the preproposal conference
22 and anyone who asks who might be interested in submitting an
23 offer is to know what's in our ACASS or CCASS system. If you
24 don't know what's in there, then you need to request it because
25 it is your data and you're supposed to have a copy of it, but

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1 sometimes that doesn't always happen.

2 If you suspect anything or you just want to
3 know what's in there prior to submitting this offer, ask me to
4 receive a copy of that. I can e-mail it, fax it, snail-mail it
5 to you, however you want it, but if there's anything in there
6 that's detrimental to your firm, you need to address that in
7 your package back to us, your offer to us. Because we are very
8 suspicious of anything that shows anything other than an
9 average. We know that there's a lot of work that has to go
10 into putting in an evaluation that's less than average, so
11 there was a reason for it. So if you know of any performance
12 issues that you may have on your firm, you need to make sure
13 you address those in your offer and how you handled it, what's
14 been done to correct it, and how it may never happen again.
15 Okay. That's one of the issues that we do see.

16 The other one is we find that firms don't tend to
17 address all the issues or the criterion, and they are listed in
18 descending order of importance, so where you're going to place
19 your most important items and the most stress are in the most
20 important selection criterion. Make sure that you address them
21 in relative order of importance. Make sure you understand who
22 is going to be reading the data: who is your audience, who do
23 you need to get across to? Remember, we cannot assume
24 anything. So even if you've worked with the Corps for a number
25 of years and you've done utilidor work for us before, we cannot

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1 assume that you've done it if you don't put it on the piece of
2 paper. If it's not in your offer, we cannot consider it.

3 So make sure that there's relevance to your
4 projects; make sure you tell us what you've done. If the
5 projects have questionable relevance, tell us why you think
6 it's relevant. It's not always just utilidor work that you
7 have to cite as being relevant to this type of work. There are
8 other types of projects that can be relevant, but tell us why
9 you think it's relevant. If we have commissioning as one of
10 the requirements, that's one of the big things that we always
11 look at, make sure you address that as what's your plan, how
12 are you going to incorporate everything. This is a
13 design/build. How are you going to incorporate your design
14 firm into the process? Too often we see, yes, it's a
15 design/build; yes, you have an AE, but they're definitely a
16 sub. What we're looking for is an integrated team. That's why
17 it's design/build. And if you do have any questions, please
18 submit them. We are required to respond to them; we are
19 required to respond in writing. And if it necessitates an
20 amendment, it will be put out. It doesn't mean that we'll
21 extend the due date, though, but we do try very hard in making
22 sure that your questions are answered.

23 MR. MUNHOLAND: Is there any time frame of when
24 they have to get questions in to allow us to answer them in a
25 timely fashion and get them in and out with changing the date?

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1 MS. WOHLBACH: Well, I don't know that it's
2 stated in the solicitation, but we'd like to have five days.
3 But we are taking questions up to the last moment. The earlier
4 you can get your questions in, the better off you're going to
5 make this project go for us and yourselves in making sure that
6 your questions are answered. We are already in a tight time
7 frame. We understand that, we know that, but part of that is
8 not Corps-driven. We don't want to make projects at year-end.
9 We would like to have them earlier, but we do not drive the
10 money. So as you noticed on the front page of the
11 solicitation, it says it's subject to availability of funds.
12 It tells you right there we do not have the funds in-house to
13 make contract award. The funds are available, but they are not
14 at the Corps of Engineers, so that's why the statement is on
15 there. Until we get those funds in the door of the Corps of
16 Engineers, we have to state that it is subject to availability
17 of funds because at any time those funds could be pulled and
18 they can be pulled much quicker if they're not at the Corps.
19 We try very hard to hold on to those dollars.

20 Are there any other questions? Norm, do you
21 know where Mac is?

22 MR. SAMS: He's trying to get the letter
23 typed -- access letter typed up.

24 MS. WOHLBACH: Okay. Okay. Well, we can sit
25 here and talk about sports, fishing, baseball, anything else.

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1 MR. AREHART: No politics.

2 MS. WOHLBACH: No politics. (Pause) Are all
3 of you going with us on this site visit? You're not going with
4 us on the site visit?

5 MR. AREHART: I've seen it too many times.

6 MR. JOHNSTONE: You've brought a hard hat.
7 Will hard hats be required?

8 MS. WOHLBACH: No; I don't -- it hasn't been in
9 the past.

10 MR. SAMS: I don't think so. It's not an
11 active construction site or anything.

12 MR. AREHART: Really, about the only thing
13 you'll be able to see is the aboveground. There will be no
14 going in.

15 MS. WOHLBACH: No. There's no going in.

16 MR. AREHART: I will say in the past, there
17 were some comments that came down that sometimes the designers
18 and such weren't really going out there to see the conditions
19 and were relying too much on the photos and the DB RFP. And
20 there's a lot of encouragement to make sure the designers get
21 out there and see what it is they're having to deal with
22 firsthand.

23 MR. McINTYRE: Can we get access (inaudible)?

24 MR. AREHART: Yes. I've -- okay. I'll tell
25 you how I do it and you pretty much have to have a person above

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1 ground. This is your safety officer or safety man and he has
2 to have either cell phone contact with air/fire rescue here and
3 then the guys down there -- you have to have a -- oh, an air
4 monitor and then respirators.

5 MR. McINTYRE: No hazmat card?
6 MR. AREHART: Yeah, there -- you have to have
7 some hazmat training on this, too. I'm a little iffy on that
8 because, you know, we're covered on that. But, typically, it's
9 a three-man operation, is what you end up having to spend on
10 that. And they're very helpful. You check in with the fire
11 rescue at the beginning and the end and just let them know
12 you're out there. We've never had a problem and I -- you guys
13 have been down there. When I say you guys, I'm pointing here.
14 It is -- there's -- it is pretty dangerous down there. I mean
15 that steam and you'll find that some of the strut systems are
16 shot. There's no support in some of those areas, so it --
17 there is risk.

18 I'll say one other thing on that crew that goes
19 in, the fellows that go in have radio contact with the person
20 above, so the communications -- the guy is in the hole with
21 communication with the guy above and the guy above has
22 communication with air/fire rescue. Just.....

23 MR. McINTYRE: Isn't this a permit-required
24 confined space?

25 MR. AREHART: I'm going to say -- I can't

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1 answer that. I can just say that what I just described to you
2 is what is used and is approved for getting in there; that
3 we've used that for all our work.

4 MR. HALE: You have a couple of areas that
5 cross the road on Flightline that you have being fully
6 waterproof. So you have seepage problems?

7 MR. AREHART: Big problems. Yeah.

8 MR. HALE: So are you guys strict on that being
9 the Pitchethane type thing or can it be chemical grout from the
10 inside? I mean I'm just -- what you guys are thinking of or --
11 I know you can't tell me which way to do it, but I mean.....

12 MR. AREHART: Well, we would -- right..

13 MR. HALE: It does call for Pitchethane in
14 the.....

15 MR. AREHART: Yeah, it's -- those things become
16 storm drains, unfortunately. When you go out to the site
17 you'll see the ditch line.

18 MR. HALE: Right.

19 MR. AREHART: It's about two feet above the
20 utilities and from when I was in there and from what I could
21 see, it looks like somebody put some kind of membrane on the
22 underside and you can see the bellies where it's filled with
23 water and it's interesting. So, yeah, as you know, water will
24 find its way up the smallest crack when it's under pressure and
25 if it's the least resistant. So Pitchethane does make a good

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1 product for that.

2 MR. HALE: Right. Well, that's what they
3 specify in the.....

4 MR. AREHART: Yeah, it is -- it's a good
5 product. But, you as the designer, you guys come up with
6 something better. I -- yeah, I don't know about -- it's just
7 when you get into this soil grouting, it's -- it has its place,
8 but I don't -- personally, I don't think this would be a good
9 application of it. But you guys can.....

10 MR. HALE: Well, I don't know exactly where the
11 seepage was at, and so I was just.....

12 MR. AREHART: Oh, yeah. It is primarily on the
13 ditch line, is where I think it's coming in.

14 MR. HALE: Uh-huh.

15 MR. AREHART: So -- and that was a big problem.
16 One other challenge I think you guys are going to have there is
17 right there on Broadway as the utilidor crosses Flightline to
18 manhole 113. The utilidor just necks right up and you're
19 not -- I don't think you'll be able to stack your utilities
20 vertically in a nice order. I think your water line is going
21 to have to kick out and that's kind of what I -- what we showed
22 there. And also, too, I -- for your guys putting the pipe in,
23 I think you guys may have to excavate that across the street
24 there, too, but that's a construction issue.

25 MR. McINTYRE: You mean open cut?

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1 MR. AREHART: Yeah, I think so because
2 there's -- what was once a 72-inch accessible utilidor becomes
3 essentially nonaccessible by the time you get across the street
4 because it just shrinks up on you. Oh, I like this little --
5 the thoughts going here. On some of the other utilidor and
6 I -- we've had a problem with nonremovable lids and that was
7 because there happened to be a railroad in that area. Now, for
8 this particular area, we did -- on our site plan, there were a
9 couple of areas that you may have some nonremovable utilidor --
10 very, very small. It's like corners down on North Flightline
11 where it goes towards the big hangar. There is two 90-degree
12 turns and those corners might not be removable. I'm not sure.

13 MR. FURRY: Are those identified on the
14 conceptual drawings?

15 MR. AREHART: Yeah, it's identified on there.

16 MR. WING: How attached is the commander to the
17 trees in front of this?

18 MR. MUNHOLAND: Very.

19 MR. AREHART: Yes, very attached. It takes a
20 long time to grow those trees up here. You know it if you've
21 lived here for a while. It takes a long time to grow those
22 trees.

23 MR. HEBNES: So if we replaced that big tree
24 with 14 little ones like it says, where would.....

25 MR. AREHART: And you're here for the next 10

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1 years to babysit them, yeah.

2 MR. HEBNES: Are all four -- all fourteen of
3 them going to be in one spot or are we going to scatter them
4 all out?

5 MR. AREHART: What you're going to have to
6 do -- that's part of your landscaping plan, quite honestly. It
7 is, and that's.....

8 MR. SAMS: They would ask for them to be
9 scattered in a situation like that.

10 MR. AREHART: Yeah, they would. Yeah.

11 MR. SAMS: I think I'll walk down and see how
12 Mac is progressing.

13 MR. McINTYRE: The only thing left is the
14 walk-through, right?

15 MS. WOHLBACH: Hmm?
16 MR. McINTYRE: The only thing left is the
17 walk-through?
18 MS. WOHLBACH: The only thing left is the
19 walk-through. You're not doing the walk-through then?
20 MR. McINTYRE: We're going to head out.
21 MS. WOHLBACH: Sounds like a good idea to me.
22 MR. HALE: You wish you could, too, huh?
23 MS. WOHLBACH: Yes, I do. And anything that's
24 said here will be published in the amendment, anyway.
25 MR. McINTYRE: Are all questions going to be

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1 answered?
2 MS. WOHLBACH: Uh-huh.
3 MR. McINTYRE: I mean like if, say, we ask a
4 question, is everybody going to hear that question or see that
5 question?
6 MS. WOHLBACH: Yes. That's just what we've
7 been doing in the past, which is usually we accumulate a number
8 of questions before -- because you don't want to issue an
9 amendment for every question, but we try to accumulate it and
10 not wait too long and then publish the answers.
11 MR. MUNHOLAND: We can go ahead and I think
12 what we'll do is visit that part of the site that's outside of
13 the controlled access area and they can catch up to us a little
14 bit later over at the controlled access point.

(Off record; 11:05)

(END OF PROCEEDINGS)

* * * *

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1 C E R T I F I C A T E
2 UNITED STATES OF AMERICA)
3 STATE OF ALASKA) ss.
4 I, Elizabeth D'Amour, Notary Public in and for the
5 State of Alaska, residing at Fairbanks, Alaska, and court
6 reporter for Liz D'Amour & Associates, Inc., do hereby certify:
7 That the annexed and foregoing PREPROPOSAL CONFERENCE
8 FOR THE UTILIDOR UPGRADE PROJECT, PHASE IV, was taken before me
9 on the 5th day of August 2003, beginning at the hour of 10:00
10 o'clock a.m., at the Civil Engineer Conference Room, 2258
11 Central Avenue, Eielson Air Force Base, Alaska;
12 That this hearing, as heretofore annexed, is a true and
13 correct transcription of the testimony of all parties, taken by
me electronically and thereafter transcribed by me;
That the hearing has been retained by me for the
purpose of filing the same with Ms. June L. Wohlbach, Contract
Specialist, CEPOA-CT-CO, POB 898, Anchorage, Alaska 99506-0898.
That I am not a relative or employee or attorney or

14 counsel of any of the parties, nor am I financially interested
15 in this action.

16 IN WITNESS WHEREOF, I have hereunto set my hand and
17 affixed my seal this 6th day of August, 2003

18 _____
Elizabeth D'Amour
Notary Public in and for Alaska
19 My commission expires: 12/28/06

20 \ S E A L

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placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ^{AM01} 237990

(2) The small business size standard is \$28.5 million ..AM01

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

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52.219-0016 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

52.222-0003 CONVICT LABOR (AUG 1996)

52.222-0004 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (SEP 2000)

52.222-0006 DAVIS-BACON ACT (FEB 1995)

52.222-0007 WITHHOLDING OF FUNDS (FEB 1988)

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

AM01 . . .

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

The Contractor shall be required to (a) commence work under this contract within (Contracting Officer insert number) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. . . .AM01

(End of clause)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least ^{AM01} FIFTEEN percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

Contractor.

(End of clause)

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is \$ 7,000,000 . . . AMO1 . . . AMO1

(End of clause)

52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

(End of clause)

Solicitation No. DACA85-03-R-0002

Design/Build to Upgrade Utilidors, Phase IV, Eielson AFB, Alaska

Amendment No. R0001 – SECTION 00800, Special Contract Requirements

Replace as follows:

SCR-1 COMMENCEMENT, PROSECTUION, 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 365 calendar days after the date the Contractor receives the Notice to Proceed, except the work for planting, including landscaping, shall be completed not later then 635 ...AM01...calendar days... AM01 after the date the Contractor receives Notice to Proceed, AM01... except to the extent that the delay in issuance of the Notice to Proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer...AM01. The time stated for completion shall include final cleanup of the premises.



PROJECT NO.	DATE
REVISED	BY
APPROVED	DATE
CITY	STATE
CORPORATION	
CONTRACT NO.	

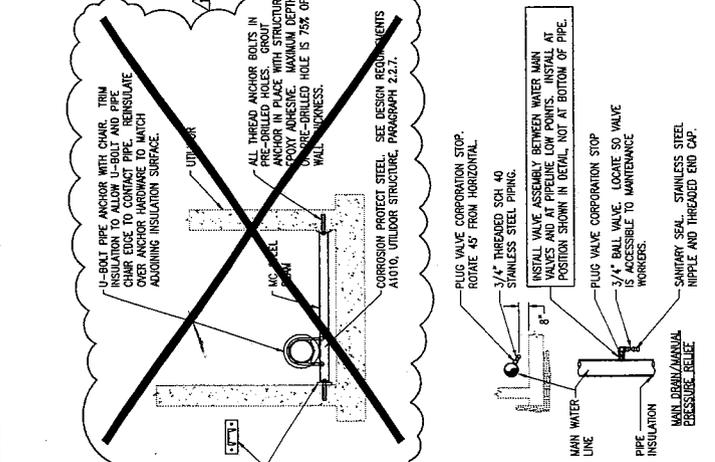
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PROJECT NO.	DATE
REVISED	BY
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CITY	STATE
CORPORATION	
CONTRACT NO.	

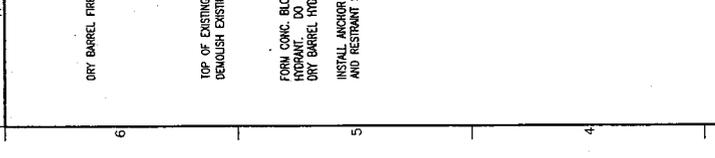
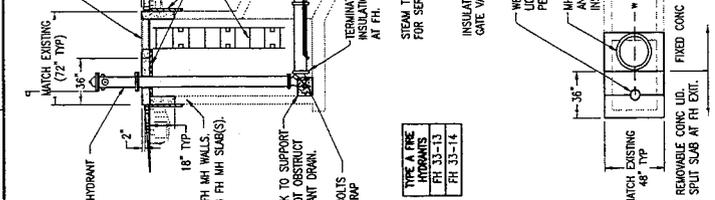
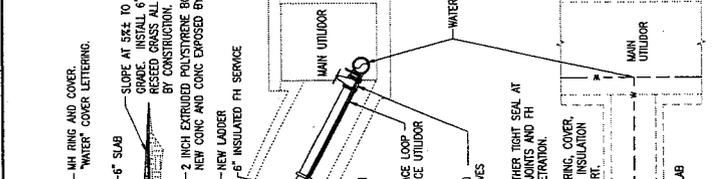
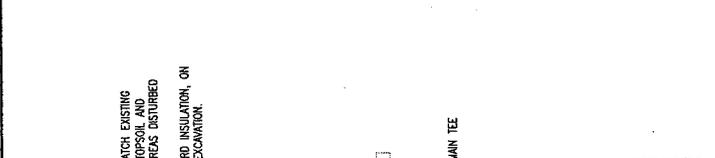
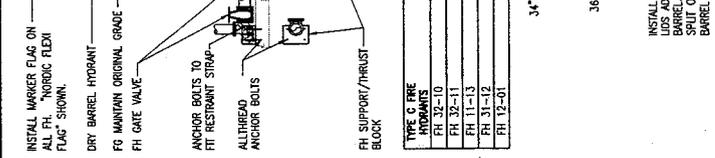
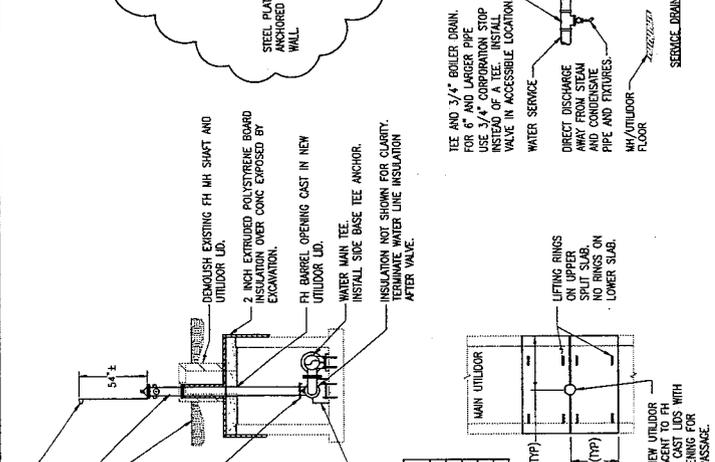
U.S. ARMY ENGINEERS DISTRICT
CORPS OF ENGINEERS
ANCHORAGE, ALASKA
DRAWING NUMBER
12141 (Revised, Anchorage, AK, 1981)
DACA85-03-R-0002

Reference number:
C5.2
Sheet 68 of

REPAIR UTILIDORS PHASE IV EIC 167
CIVIL
EITSON AFB, ALASKA
WATER SYSTEM DETAILS (1 OF 2)



TYPE A FIRE HYDRANTS	FH 33-13
	FH 33-14



TYPICAL TYPE "A" FH IMPROVEMENTS
SCALE: NIS

TYPICAL TYPE "B" FH IMPROVEMENTS
SCALE: NIS

TYPICAL TYPE "C" FH IMPROVEMENTS
SCALE: NIS

TYPICAL TYPE "D" FH IMPROVEMENTS
SCALE: NIS

TYPICAL TYPE "E" FH IMPROVEMENTS
SCALE: NIS

TYPICAL TYPE "F" FH IMPROVEMENTS
SCALE: NIS

TYPICAL TYPE "G" FH IMPROVEMENTS
SCALE: NIS

TYPICAL TYPE "H" FH IMPROVEMENTS
SCALE: NIS

TYPICAL DRAIN FOR MAIN AND SERVICE WATER LINES
SCALE: NIS

TYPICAL DRAIN FOR MAIN AND SERVICE WATER LINES
SCALE: NIS

TYPICAL DRAIN FOR MAIN AND SERVICE WATER LINES
SCALE: NIS

TYPICAL DRAIN FOR MAIN AND SERVICE WATER LINES
SCALE: NIS