

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
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. Offers 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 _____ 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 ACKNOWLEDGMENT 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 your 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)

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

CHECK ONE	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.)

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 CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

1. The specifications and drawings for Invitation No. DACW64-02-B-0028, Lynchburg Pumping Station, Hurricane-Flood Protection, Houston Ship Channel, Texas, advertised 2 July 2002, and for which bids are rescheduled to be opened on 14 August 2002, are hereby modified as follows:

THE FOLLOWING ARE QUESTIONS BY REPRESENTATIVES OF SEVERAL COMPANIES AND ANSWERS GIVEN BY U.S. ARMY CORPS OF ENGINEERS' REPRESENTATIVES:

QUESTION 1: On sheet S-23, I-Wall Section for Stations 5+73 to 5+80, 10+43.22 to 11+14.14, and 28+95 to 29+25, there are two widths for the I-wall (1'-6" and 2'-6") however, there are no details on where vertically to make the transition. Please clarify where vertically to make the transition from 2'-6" wide to 1'-6" wide wall.

ANSWER 1: See the changes to Drawing No. S-23 that accompanies this Amendment No. 0006.

QUESTION 2: We have found a significant error in the LF of prestressed concrete piles. Schedule No. 1, Bid Item No. 0012 and 0014 estimates 9,315 LF of 14" concrete piles and we have come up with 10,125 LF in our takeoffs. Additionally, Bid Items 0013 and 0015 estimates 5,043 LF of 16" concrete piles and we have come up with 6,998 LF in our takeoffs. Please review.

ANSWER 2: The Bid Item No. 0012 estimated quantity of 9,315 L.F. of 14-inch concrete piles is correct. The Bid Items Nos. 0013 and 0015 estimated quantities of 5,943 L.F. of 16-inch concrete piles are being changed to 6,990 L.F. by the Bid Schedule that accompanies this Amendment No. 0006.

QUESTION 3: According to our sheetpile supplier, the coating system specified for the steel sheet piles is System 6-A-Z plus System 14, which is a color topcoat, is a colored topcoat required for steel sheetpile that will never be exposed?

ANSWER 3: There is no painting required for the steel sheet pile walls.

QUESTION 4: Is a coating system for the steel sheet piles required at all? All of the sheetpiles will be completely embedded in soil or concrete with no exposure to the elements. If coating is required, do you want coating on the portion embedded in the concrete? This may produce poor bonding to the concrete. Are sheer studs coated?

ANSWER 4: Neither steel sheet piles or sheer studs to be painted. References to painting steel sheet piling and sheer studs is being deleted from Section entitled PAINTING: HYDRAULIC STRUCTURES by this Amendment No. 0006.

QUESTION 5: There are no details specifying shear studs on the PS-27.5 sheetpiles. Do the PS-27.5 sheetpile receive shear studs?

ANSWER 5: PS 27.5 sheet piles do not require shear studs.

QUESTION 6: Specification page 02231-1, Paragraph 3.2.1 indicates that grubbing to a depth of 18 inches is required for embankment areas. Does this mean complete removal of the 18 inches.

ANSWER 6: Grubbing is the removal and disposal of stumps, roots larger than 1-1/2 inches in diameter (for this project), and matted roots from the designated area. The standard depth of grubbing is 18 inches. The depression is usually backfilled with satisfactory soil and compacted. This specification requires only the stump, large root, or root mass to be removed to a depth of 18 inches. This specification does not require complete excavation of everything to a final depth of 18 inches.

QUESTION 7: Specification page 02231-1, Paragraph 3.3 indicates disposal on approved "Placement Areas." Are there USACE "Placement Areas" available for disposal of cleared and grubbed materials.

ANSWER 7: The old gravel pit in the Borrow Area north of the Lynchburg Reservoir will be used for placement of debris from clearing, including trees from the borrow area, grubbing, or other demolition and removal that is required, as presented in Amendment No. 0004.

QUESTION 8: Specification page 02311-2, Paragraph 3.1.1 indicates that the Contractor is responsible for unsatisfactory material excavation and backfill with suitable material. If this is so what is estimated quantity of unsuitable material to be excavated?

ANSWER 8: The quantity is not expected to be significant, perhaps 1 percent of the total excavation for a given structure. This is a standard phrase to deal with the unexpected encounter of unsatisfactory soils during excavation for a structure.

QUESTION 9: Specification page 02311-3, Paragraph 3.1.5 who pays for "soft spot" excavation and backfill?

ANSWER 9: Payment for "soft spot" excavation and backfill is not a separate payment. Payment will be included in the applicable contract price of the structure for which the excavation and backfill was accomplished. The quantity is not expected to be significant, perhaps 1 percent of the total excavation for a given structure. This is a standard phrase to deal with the unexpected encounter of unsatisfactory soils during excavation for a structure. Construction activities have a greater potential for creating "soft spots" than the potential for encountering naturally occurring "soft spots."

QUESTION 10: Specification page 02319-1, Paragraph 1.4, where in relationship to the site are the "placement areas" for unsatisfactory materials and who pays for removal of unsatisfactory materials from the borrow area to the "placement areas?" What is the estimated quantity of unsuitable materials at the borrow area that require transportation to the "placement area?"

ANSWER 10: The “placement areas” are the old gravel pit in the Borrow Area north of the Lynchburg Reservoir as presented in Amendment No. 0004. No payment is to be made for excavation of unsatisfactory materials in the Borrow Area. Unsatisfactory material encountered during excavation in the Borrow Area shall be moved aside within the Borrow Area so excavation of satisfactory materials can continue. The quantity of unsatisfactory material is unknown. Additional exploratory borings will be undertaken within the Borrow Area to aid in the excavation of satisfactory materials.

QUESTION 11: Specification page 02319, Paragraph 1.6, where are the “Placement Areas?”

ANSWER 11: The “Placement Areas” are the old gravel pit in the Borrow Area north of the Lynchburg Reservoir as presented in Amendment No. 0004.

QUESTION 12: What is the difference between “Stripping” and “Grubbing?” Specification Section page 02319-3.1.1 calls for 6 inches of stripping and Specification 02231 calls for 18 inches of grubbing.

ANSWER 12: Stripping is the excavation and removal of all material (soil, humus, and grass) to the specified depth (6 inches) within a designated area. The direct results of stripping are a new ground surface 6 inches lower than before and a stockpile of stripped material to be used later as topsoil or placed in a disposal area. Grubbing, as discussed in Answer 6, is the removal and disposal of stumps, roots larger than 1-1/2 inches in diameter, and matted roots from the designated area. The standard depth of grubbing is 18 inches. The direct result of grubbing is a pockmarked ground surface that has occasional pot-shaped holes to depths of 18 inches. The holes are usually backfilled with satisfactory soil and compacted.

QUESTION 13: Specification page 02372-3, Paragraph 1.6 and Paragraph 1.7 indicate that geomembrane will not be measured for payment and the pay unit in the bidding schedule is S.Y. Please clarify.

ANSWER 13: The geomembrane shall be measured and will be paid for under a separate bid item for “Geomembrane.” Changes to this specification Section, Paragraphs 1.6 and 1.7 are included in this Amendment 0006.

QUESTION 14: Specification page 02375-3, Paragraph 1.4 and 1.5 indicate that geogrid will not be measured for payment and the pay unit in the bidding schedule is S.Y. Please clarify.

ANSWER 14: The geogrid shall be measured and will be paid for under a separate bid item for “Geogrid.” Changes to this specification Section, Paragraphs 1.4 and 1.5 are included in this Amendment 0006.

QUESTION 15: Specification page 02458-5, Paragraph 1.7.3. How do you come up with paying twice the unit price of driving piling for pulling piling? Is this equitable to the Contractor or should you let the Contractor estimate the pulling?.

ANSWER 15: The U. S. Army Corps of Engineers' criteria for establishing a price for pulling and redriving concrete piling is as stated in Paragraph 1.7.3 of this Section.

QUESTION 16: Specification page 02464-2, paragraph 1.5.3. There is no CLIN for pulled piling. Please clarify this measurement item.

ANSWER 16: See Paragraph 1.6.3 on Page 02464-3.

QUESTION 17: Specification page 02464-3, paragraph 1.6.3. How do you come up with paying 50% the unit price of driving piling for pulling piling? Is this equitable to the Contractor or should you let the Contractor estimate the pulling?.

ANSWER 17: The U. S. Army Corps of Engineers' criteria for establishing a price for pulling and redriving steel sheet piling is as stated in Paragraph 1.6.3 of this Section

QUESTION 18: Specification page 02319-4, paragraph 3.2 indicates that stripped material unsuitable for topsoil and in excess of the amount required for landscaping and slope work shall be disposed of in the abandoned portion of the borrow area. How is an abandoned area defined? How should this material be placed in the abandoned area?.

ANSWER 18: An abandoned area will be any portion of the Borrow Area that is not intended or approved for borrow excavation. Presently an abandoned gravel pit can be used. Limits of approved borrow will be determined and delineated prior to the Notice to Proceed. Excess or unsuitable material shall be spread in the Placement Area and graded to drain.

QUESTION 19: On Sheet C-9, a retaining wall is shown. Looks like there is no place in the bid schedule that encompasses this item. Under what should it be included?

ANSWER 20: This item is included in Bid Item No. 0044.

QUESTION 20: Does all the steel sheet pile get painted? Even that portion that is below the ground?

ANSWER 20: See Answers 3 and 4 above.

QUESTION 21: On Drawing S-41, Section A, there is a steel sheet piling shown (PS 27.5). This is the only place in the Plans where this piling is shown.

ANSWER 21: PS 27.5 sheet piling is also shown on Drawing No. S-31.

QUESTION 22: Dwg S-23 does not give "definite dimensions" for the I-wall. It looks like to me that the elevation on the top of the wall is shown on the Profiles on S-22. The elevation of the Top of Wall is shown as either 25.1 ft or 24.7 ft, depending on the stations. The elevation at the bottom of the I-Wall Cap is also shown, but it's hard to figure the height of the lip with the distance that varies above the 2 ft 5 inch dimension. Can we clarify this?

ANSWER 22: Drawing No. S-23 I-Wall section at STA.. 5+73 to STA. 5+80, STA. 10+43.22 to STA. 11+14.14 and STA. 28+95 to STA. 29+25 with wall elevations of 24.1 and 25.1 have a transition where applicable from 2'-6" to 1'-6" by changing the word "varies" to "2'-o". Drawing No. S-23 I-Wall Section at STA. 28+00 to STA. 28+45, STA. 9+9.72 to STA. 10+43.20, and STA. 5+80 to STA. 5+93.3 with wall elevations 24.10 and 25.1 does not have a transition from 2'-6" to 1'-6" because the elevation at the top of the wall does not vary, delete the word "EL".

QUESTION 23: TS 02458-10, 3.1. Installation for the piles, forbids jetting. However, there is no prohibition against "pre-drilling," is this allowed, or should we include a restriction?

ANSWER 23: Pre-drilling is not allowed.

QUESTION 24: Do you really intend to coat the steel sheet piling? All of the sheet piling is either encased in concrete or buried underground, leaving no exposed surfaces.

ANSWER 24: See Answers 3 and 4.

QUESTION 25: If you do intend to coat the sheet pile please note the following regarding Section 09965, pages 31 & 32:

System 6-A-Z

Our coating applicator, Womble Co., has been unable to source the 1" & 2" Coat paint MS Mil-DTL-24441/19B. Three paint manufacturers (Ameron, International, & Carboline) do not produce this product.

System No. 14 (color coat)

SSPC Paint 27 Pretreatment is no longer available. Is color coating necessary? All sheet piling is either encased in concrete or buried underground leaving no exposed/visible surfaces.

ANSWER 25: See Answers 3 and 4.

(a) Specifications.

(1) STANDARD FORM 1442, Item 10. - Change "10" to "2."

(2) BIDDING SCHEDULE, Pages 00010-1 Through 00010-6 (Issued with Amendment No. 0003). - The enclosed Bidding Schedule, Pages 00010-1 through 00010-6 supersedes that issued with Amendment No. 0003 to this Invitation.

(3) Page 0100-2 of 11, CLAUSE 52.1-4045 PREAWARD INFORMATION CONSTRUCTION (CESWG-CT). - In the first line, change "within ten (10) days" to "at Bid Opening."

(4) SECTION 01312, QUALITY CONTROL SYSTEM. - The enclosed new SECTION 01312 entitled QUALITY CONTROL SYSTEM shall be added to and become part of this Invitation.

(5) SECTION 01320, PROJECT SCHEDULE. - The enclosed new SECTION 01320 entitled PROJECT SCHEDULE shall be added to and become part of this Invitation.

(6) Page 02319-2, Subparagraph 1.6.2.1. - Delete this Subparagraph and substitute the following:

“1.6.2.1 On-site and Borrow Area Excavation. - Payment for on-site excavation and for excavation of satisfactory materials from within the Borrow Area will be made at the contract unit price per cubic yard for “Excavation.” This price shall constitute full compensation for labor, equipment, tools, hauling, and incidentals to complete the excavation and placement of excavated materials as specified herein. Payment will not be made for excavation of unsatisfactory materials from within the Borrow Area. Measurement of the excavation of unsatisfactory materials in the Borrow Area shall be made as outlined in Subparagraph: On-Site and Borrow Area Excavation above, and shall be subtracted from the measurement of the total excavation in the Borrow Area for payment of the excavation of satisfactory materials from the Borrow Area.”

(7) Page 02319-4, Paragraph 3.2. - At the end of this Paragraph, add the following sentence: “Excess or unsatisfactory material shall be spread in the Placement Area and graded to drain.”

(8) Page 02372-3, Paragraph 1.6. - Delete this Paragraph and substitute the following:

“**1.6 MEASUREMENT** shall be made of the total surface area in square yards covered by geomembrane. Final quantities shall be based on as-built conditions. No allowance will be made for waste, overlaps, repairs, or materials used for the convenience of the Contractor.”

(9) Page 02372-3, Paragraph 1.7. - Delete this Paragraph and substitute the following:

“**1.7 PAYMENT.** Geomembrane installed and accepted by the Contracting Officer will be paid for at the contract unit price per square yard for “Geomembrane,” which price shall include full compensation for plant, labor, material, and equipment required for placement and installation.”

(10) Page 02375-2, Paragraph 1.6. - Delete this Paragraph and substitute the following:

“1.6 MEASUREMENT shall be made of the total surface area in square yards covered by geogrid. Final quantities shall be based on as-built conditions. No allowance will be made for waste, overlaps, repairs, or materials used for the convenience of the Contractor.”

(11) Page 02372-3, Paragraph 1.7. - Delete this Paragraph and substitute the following:

“1.7 PAYMENT. Geogrid installed and accepted by the Contracting Officer will be paid for at the contract unit price per square yard for “Geogrid,” which price shall include full compensation for plant, labor, material, and equipment required for placement and installation.”

(12) SECTION 09965 PAINTING; HYDRAULIC STRUCTURES. - All references to painting steel sheet pile walls shall be deleted from this Section.

(b) Drawings.

(1) Drawing No. C-5. - In the NOTES under PRIOR TO CONSTRUCTION, delete NOTE NO. 3.

(2) Drawing No. C-10. - On DETAIL “A,” change “3” to “10.” Also, add the following NOTE to DETAIL “A”: “THERE WILL BE A 4-HOUR TO 8-HOUR POWER BLACKOUT FOR THE SWITCH OVER.”

(3) Drawing No. C-20. - The note just left of STA. 24+00 on the relocated road that reads “2-108” I.D. DISCHARGE PIPES (APPROX. LOCATION) TO BE REMOVED AND REPALCED BY OTHERS” shall be deleted.

(4) Drawing No. C-27. - The note below deterrent fence that reads “CHEVRON PIPELINE CO. SECURITY FENCE (TO BE RELOCATED BY CHEVRON)” shall be deleted.

(5) Drawing No. C-33. - The note at the bottom left that reads “TRUST RESTRAINT (SEE DWG. C1 NOTE 2)” shall be deleted as the Note is obsolete and no longer exists on Drawing No. C-1.

(6) Drawing No. S-23. - On the I-WALL SECTION in the left corner, change the dimension “VARIES” to “2'-0” MAX.”

2. This Amendment shall be attached to and become a part of this Invitation.

3 Encls

1. Bd Sched
2. SECTION 01312
3. SECTION 01320

**HOUSTON SHIP CHANNEL, TEXAS,
HURRICANE-FLOOD PROTECTION,
LYNCHBURG PUMP STATION**

**BIDDING SCHEDULE
(TO BE ATTACHED TO STANDARD FORM 1442)**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
SCHEDULE NO. 1					
0001	EPA Storm Water Pollution Prevention Plan	1	L.S.	\$ _____	\$ _____
0002	Demolition	1	L.S.	\$ _____	\$ _____
0003	Clearing, Grubbing, and Removal of Debris	1	L.S.	\$ _____	\$ _____
0004	Stripping	1	L.S.	\$ _____	\$ _____
0005	Excavation	147,376	C.Y.	\$ _____	\$ _____
0006	Embankment (Semi-compacted)	61,175	C.Y.	\$ _____	\$ _____
0007	Embankment (Fully-compacted)	71,463	C.Y.	\$ _____	\$ _____
0008	Geofoam	117,000	C.F.	\$ _____	\$ _____
0009	Geomembrane	3,486	S.Y.	\$ _____	\$ _____
0010	Geogrid	2,434	S.Y.	\$ _____	\$ _____
0011	Drainage Structure	1	L.S.	\$ _____	\$ _____
0012	Furnishing and Delivering Prestressed Concrete Piles (14")	9,315	L.F.	\$ _____	\$ _____

00010-1

(To Accompany Amendment No. 0006 to Invitation No. DACW64-02-B-0028)

INVITATION NO. DACW64-02-B-0028

**BIDDING SCHEDULE (CONT'D)
(TO BE ATTACHED TO STANDARD FORM 1442)**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
<u>SCHEDULE NO. 1 (CONT'D)</u>					
0013	Furnishing and Delivering Prestressed Concrete Piles (16")	6,990	L.F.	\$ _____	\$ _____
0014	Driving Prestressed Concrete Piles (14")	9,315	L.F.	\$ _____	\$ _____
0015	Driving Prestressed Concrete Piles (16")	6,990	L.F.	\$ _____	\$ _____
0016	Steel Sheet Piling, A572, Grade 50, Type PS27.5	2,552	L.F.	\$ _____	\$ _____
0017	Steel Sheet Piling, Fabricated Sections, A572, Grade 50, Type PZ27	5,895	L.F.	\$ _____	\$ _____
0018	Storm Drainage System, East Floodwall	1	L.S.	\$ _____	\$ _____
0019	Storm Drainage System, West Floodwall	1	L.S.	\$ _____	\$ _____
0020	Miscellaneous Drainage Culverts and Structures	1	L.S.	\$ _____	\$ _____
0021	Lime Stabilized Subgrade	6,700	S.Y.	\$ _____	\$ _____
0022	Lime	125	Ton	\$ _____	\$ _____
0023	Aggregate	2,400	C.Y.	\$ _____	\$ _____

INVITATION NO. DACW64-02-B-0028

**BIDDING SCHEDULE (CONT'D)
(TO BE ATTACHED TO STANDARD FORM 1442)**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
<u>SCHEDULE NO. 1 (CONT'D)</u>					
0024	Hot Mix Asphaltic Concrete	1,500	Ton	\$____	\$_____
0025	Prime Coat	2,900	Gal.	\$____	\$_____
0026	Tack Coat	2,000	Gal.	\$____	\$_____
0027	Concrete Pavement	780	C.Y.	\$____	\$_____
0028	Paint Striping	3,989	S.F.	\$____	\$_____
0029	Traffic Paint	38	Gal.	\$____	\$_____
0030	Pavement Markers	568	Each	\$____	\$_____
0031	Security Fencing	1	L.S.	\$____	\$_____
0032	Barbed Wire Fencing	1	L.S.	\$____	\$_____
0033	Sign Faces	90	S.F.	\$____	\$_____
0034	Post Mountings	49	Each	\$____	\$_____
0035	Delineator and Object Marker Assemblies	568	Each	\$____	\$_____
0036	Dead End Road Installations	4	Each	\$____	\$_____
0037	Seeding and Fertilizing	1	L.S.	\$____	\$_____
0038	Terraces	1	L.S.	\$____	\$_____

INVITATION NO. DACW64-02-B-0028

**BIDDING SCHEDULE (CONT'D)
(TO BE ATTACHED TO STANDARD FORM 1442)**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
<u>SCHEDULE NO. 1 (CONT'D)</u>					
0039	Trees	40	Each	\$____	\$_____
0040	Slide Gate and Gate Hoist	1	L.S.	\$____	\$_____
0041	Closure Gate	1	L.S.	\$____	\$_____
0042	Concrete (I-Type Floodwalls)	250	C.Y.	\$____	\$_____
0043	Concrete (Pile Supported Floodwalls)	1,386	C.Y.	\$____	\$_____
0044	Concrete (Spread Footing Floodwalls)	558	C.Y.	\$____	\$_____
TOTAL SCHEDULE NO. 1					\$_____

BIDDING SCHEDULE (CONT'D)
(TO BE ATTACHED TO STANDARD FORM 1442)

1. ARITHMETIC DISCREPANCIES (JAN 1997)(EFARS 52.214-5000).

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

2. MODIFICATIONS. If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment of each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

3. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN ((FAR 52.219-9) (See CONTRACT CLAUSES.) In reference to the above, the bidder/offeror shall take into consideration only those subcontracts which he/she will award when preparing the subcontracting plan required in FAR.

BIDDING SCHEDULE (CONT'D)
(TO BE ATTACHED TO STANDARD FORM 1442)

4. SALES TAX EXEMPTION. The following blanks are not a part of your bid price. See Block 17 on Standard Form 1442. The Texas Tax Code has changed. If you intend seeking a sales tax exemption on this contract, complete the following. Such provides the "separated contract" requirement now critical to your obtaining an exemption certificate. For information concerning tax exemptions please contact the Comptroller of Public Accounts at 1 800-252-5555.

Materials: \$_____

Services: \$_____

Total: \$_____

SECTION TABLE OF CONTENTS**GENERAL REQUIREMENTS****SECTION 01312 - QUALITY CONTROL SYSTEM**

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SECTION 01312 - QUALITY CONTROL SYSTEM**PART 1 - GENERAL**

1.1 GENERAL. The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as the Quality Control System (QCS), to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. The QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import and /Export of Data

1.1.1 Correspondence and Electronic Communications. For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version

1.1.2 Other Factors. Particular attention is directed to the CONTRACT CLAUSES entitled SCHEDULES FOR CONSTRUCTION CONTRACTS and PAYMENTS, and the SECTIONS entitled PROJECT SCHEDULE, SUBMITTAL PROCEDURES, and CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS.

1.2 QUALITY CONTROL SYSTEM SOFTWARE. The QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. The executable program is available on the bid CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS. The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 200 MHz Pentium or higher processor

32+ MB RAM

4 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact disk (CD) Reader

Color monitor

Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory

Connection to the Internet, minimum 28 BPS

Software

MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)

Word Processing software compatible with MS Word 97 or newer

Internet browser

The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract

Electronic mail (E-mail) compatible with MS Outlook

1.4 RELATED INFORMATION.

1.4.1 Quality Control System User Guide. After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. If there are justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions. The manual is also included on the bid CD-ROM.

1.4.2 Contractor Quality Control Training. The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE. Prior to the pre-construction conference, the Government will provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will usually consist of submittal reviews, correspondence status, Quality Assurance (QA) comments, and other administrative and QA data

1.6 DATABASE MAINTENANCE. The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, for example: daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the items listed below.

1.6.1 Administration.

1.6.1.1 Contractor Information. The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information. The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor will be listed separately for each trade to be performed. Each subcontractor and trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence. Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (For example: H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.5 Equipment. The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.7 Management Reporting. The QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances.

1.6.2.1 Pay Activity Data. The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of these pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs shall equal the Contract Amount.

1.6.2.2 Payment Requests. Progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under this contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, that shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control. The QCS provides a means to track implementation of the 3-phase Contractor Quality Control (CQC) System, prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a CQC Plan within the time required in the SECTION entitled CONTRACTOR QUALITY CONTROL. Within 7 calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan, including the schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control Reports. The QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by the SECTION entitled CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking. The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings. The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident and Safety Tracking. The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports: for example: ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work. The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity as specified in the Subparagraph: Pay Activity Data above, will only be linked to a single feature of work.

1.6.3.6 Quality Control Requirements. The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update the data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management. The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. The Resident-Engineer Management System (RMS) will be used to update, store, and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule. (NOTE: If the contract requires a schedule, use the SECTION entitled PROJECT SCHEDULE; if not, use the CONTRACT CLAUSE specified below.). The Contractor shall develop a construction schedule consisting of pay activities, in accordance with the CONTRACT CLAUSE entitled SCHEDULES FOR CONSTRUCTION

CONTRACTS or the SECTION entitled PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) as specified in the SECTION entitled PROJECT SCHEDULE. The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import and Export of Data. The QCS includes the ability to export Contractor data to the Government and to import the submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION. Contractor use of QCS as specified in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. The QCS shall be an integral part of the Contractor's management of Quality Control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM. The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance as specified below.

1.8.1 File Medium. The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running using Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. Data shall be provided in English.

1.8.2 Disk or CD-ROM Labels. The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names. The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING. The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in the CONTRACT CLAUSE entitled Payments, at least 1 week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by

incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE. The Contracting Officer will notify the Contractor of detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. This notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

1.11 PAYMENT. No separate payment will be made for establishing and maintaining the QCS database; costs associated therewith shall be included in the work to which it pertains.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

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this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval.

3.2.1 Use of the Critical Path Method. The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in either the Precedence Diagram Method (PDM) or the Arrow Diagram Method (ADM).

3.2.2 Level of Detail Required. With the exception of the initial and preliminary schedule submission, the Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule.

3.2.2.1 Activity Durations. Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of non-procurement activities' Original Durations shall be greater than 20 days).

3.2.2.2 Procurement Activities. Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

3.2.2.3 Critical Activities. The following activities shall be listed as separate line activities on the Contractor's Project Schedule:

- (1) Submission and approval of mechanical and electrical layout drawings.
- (2) Submission and approval of Operation and Maintenance Manuals.
- (3) Submission and approval of as-built drawings.
- (4) Submission and approval of 1354 data and installed equipment lists.
- (5) Submission and approval of testing and air balance (TAB).
- (6) Submission and approval of TAB specialist design review report.
- (7) Submission and approval of fire protection specialist.

- (8) Submission and approval of testing and balancing of HVAC plus commissioning plans and data.
- (9) Air and water balance dates.
- (10) HVAC commissioning dates.
- (11) Controls testing plan.
- (12) Controls testing.
- (13) Performance Verification testing.
- (13) Other systems testing, if required.
- (14) Pre-final inspection.
- (15) Correction of punchlist from pre-final inspection.
- (16) Final inspection.

3.2.2.4 Government Activities. Government and other agency activities that can impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.2.2.5 Responsibility. Activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, Contractor work force, or Government agency performing a given task. Activities shall not belong to more than one (1) responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.2.2.6 Work Areas. Activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one (1) work area. The work area of each activity shall be identified by the Work Area Code.

3.2.2.7 Modification or Claim Number. An activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one (1) modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.2.2.8 Bid Item. Activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one (1) Bid Item. The Bid Item for each appropriate activity shall be identified by the Bid Item Code.

3.2.2.9 Phase of Work. Activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one (1) phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.2.2.10 Category of Work. Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.2.2.11 Feature of Work. Activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.2.3 Scheduled Project Completion. The schedule interval shall extend from NTP to the contract completion date.

3.2.3.1 Project Start Date. The schedule shall start no earlier than the date that the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project." The "Start Project" activity shall have: a "ES" constraint, a constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.2.3.2 Constraint of Last Activity. Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project." The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.2.3.3 Early Project Completion. In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

3.2.4 Interim Completion Dates. Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.2.4.1 Start Phase. The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have: a "ES" constraint, a constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.2.4.2 End Phase. The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have: a "LF" constraint, a constraint date equal to the completion date for the project, and a zero day duration.

3.2.4.3 Phase X. The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.2.5 Default Progress Data Disallowed. Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity and Ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes.

3.2.6 Out-of-Sequence Progress. Activities that have posted progress without predecessors being completed (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

3.2.7 Negative Lags. Lag durations contained in the project schedule shall not have a negative value.

3.3 PROJECT SCHEDULE SUBMISSIONS. The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in the Paragraph: SUBMISSION REQUIREMENTS below.

3.3.1 Preliminary Project Schedule Submission. The Preliminary Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval within 20 calendar days after NTP is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after NTP.

3.3.2 Initial Project Schedule Submission. The Initial Project Schedule shall be submitted for approval within 40 calendar days after NTP. The schedule shall provide a reasonable sequence of activities, which represent work through the entire project and shall be at a reasonable level of detail.

3.3.3 Periodic Schedule Updates. Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer or to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgment of the Contracting Officer or authorized representative, is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.3.4 Standard Activity Coding Dictionary. The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

3.4 SUBMISSION REQUIREMENTS. The following items shall be submitted by the Contractor for the initial submission, and every periodic project schedule update throughout the life of this project.

3.4.1 Data Disks. Two (2) data disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.4.1.1 File Medium. Required data shall be submitted on 3.5 disks, formatted to hold 1.44 MB of data, under the MS-DOS Version 5. or 6.x, unless otherwise approved.

3.4.1.2 Disk Label. A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk.

3.4.1.3 File Name. Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention for approval.

3.4.2 Narrative Report. A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the two (2) most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough

analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis..

3.4.3 Approved Changes Verification. Only project schedule changes that have been previously approved shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.4.4 Schedule Reports. The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

3.4.4.1 Activity Report. A list of all activities sorted according to activity number

3.4.4.2 Logic Report. A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in the Subparagraph Schedule Reports. A blank line shall be left between each activity grouping.

3.4.4.3 Total Float Report. A list of all activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.4.4.4 Earnings Report. A compilation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by Bid Item and sorted by activity numbers. This report shall: sum all activities in a Bid Item and provide a Bid Item percent; and complete and sum all Bid Items to provide a total project percent complete. The printed report shall contain, for each activity: Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.4.5 Network Diagram. The network diagram shall be required on the initial schedule submission and on monthly or quarterly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this Paragraph:

3.4.5.1 Continuous Flow. Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity or event number, description, duration, and estimated earned value shall be shown on the diagram.

3.4.5.2 Project Milestone Dates. Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.4.5.3 Critical Path. The critical path shall be clearly shown.

3.4.5.4 Banding. Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and responsibility.

3.4.5.5 S-Curves. Earnings curves showing projected early and late earnings and earnings to date.

3.5 PERIODIC PROGRESS MEETINGS. Progress meetings to discuss payment shall include a monthly on-site meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.5.1 Meeting Attendance. The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.5.2 Update Submission Following Progress Meeting. A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.5.3 Progress Meeting Contents. Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to approval. At a minimum, the Contractor shall address the following on an activity by activity basis, during each progress meeting.

3.5.3.1 Start and Finish Dates. The Actual Start and Actual Finish dates for each activity currently in-progress or completed.

3.5.3.2 Time Completion. The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

3.5.3.3 Cost Completion. The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.5.3.4 Logic Changes. Logic changes pertaining to NTP on Change Orders, Change Orders to be incorporated into the schedule, Contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.5.3.5 Other Changes required due to delays in completion of any activity or group of activities include: (1) delays beyond the Contractor's control, such as strikes and unusual weather; (2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary; and (3) a schedule which does not represent the actual prosecution and progress of the work.

3.6 REQUESTS FOR TIME EXTENSIONS. In the event the Contractor requests an extension of the contract completion date, or any interim date, the Contractor shall furnish the following for determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data and supporting evidence as the Contracting Officer may deem necessary.. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.6.1 Justification of Delay. The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

3.6.2 Submission Requirements. The Contractor shall submit a justification for each request for a change in the contract completion date of under 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- (1) A list of affected activities, with their associated project schedule activity number.
- (2) A brief explanation of the causes of the change.
- (3) An analysis of the overall impact of the changes proposed.

(4) A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.6.3 Additional Submission Requirements. For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.7 DIRECTED CHANGES. If NTP is issued for changes prior to settlement of price or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.8 OWNERSHIP OF FLOAT. Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

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