

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
---	---------------------	---------------

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
-------------------------------	-------------------	----------------------------------	--------------------------------

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
--------------	------	---	------

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
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

1. The specifications and drawings for Invitation No. DACW64-03-B-0026, Levee Rehabilitation, East Clinton Placement Area in Harris County, Texas, Houston Ship Channel, Texas, advertised 13 June 2003, and for which bids are scheduled to be opened on 15 July 2003, are hereby modified as follows:

BID OPENING IS HEREBY RESCHEDULED FOR 2:30 PM, LOCAL TIME IN ROOM 175, JADWIN BUILDING, 21 JULY 2003.

(a) Specifications.

(1) STANDARD FORM 1442, Item 10 - The sentence beginning with "If Bidder is a large Business," shall be deleted from this Item 10.

(2) BIDDING SCHEDULE, Pages 00010-1 and 00010-2 - The enclosed Bid Schedule, Pages 00010-1 and 00010-2 supersedes that issued with this Invitation.

(3) Page 00600-7 of 13 FAR 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999). - Delete this FAR in its entirety.

(4) Page 00700-89 of 89. - At the end of this Section, add the enclosed new DFARS 252.217-7009 DEFAULT (DEC 1991), (2 pages).

(5) Section 00710, General Decision Number TX020082, Wage Rates, Heavy Construction - Delete this General Decision TX020082 and substitute the enclosed new General Decision Number TX030082, Wage Rates, Heavy Construction therefor.

(6) Page 01500-1, Paragraph 1.1. - At the end of this Paragraph, add the following new Subparagraph:

"1.2.1 Access Road Plan. The Contractor shall prepare an Access Road Plan for approval, indicating the location of access ramps, drain pipes and road crossings to be utilized for hauling material from the borrow area to the Placement Area. Crossings across public roads shall be coordinated with local public entities."

(7) Page 01500-2, Paragraph 1.3. - At the end of this Paragraph, add the following new Subparagraph:

"1.3.1 Contacts. The Contractor shall contact the following public entities in regard to road issues:

Harris County Public Infrastructure Department
Engineering Division
1001 Preston, 7th floor
Houston, Texas 77002

Robert L. Castille, P.E.
Technical Assistant Pct. 2
(713)755-7045

Galena Park City Hall
2000 Clinton Dr.
Galena Park, Texas 77547

Mayor Bobby Barrett
City Administrator John
Copper II (713)672-2556

City of Jacinto City – City Hall
10301 Market St.
Jacinto City, Texas 77029

Mayor Mike Jackson
City Manager Jack Maner
(713)674-8424."

(8) SECTION 01520 CONSTRUCTION OFFICE. - The enclosed new "SECTION 01520 entitled CONSTRUCTION OFFICE" shall be added to and become part of this Invitation.

(9) SECTION 02222 REMOVAL OF EXISTING DROP-OUTLET STRUCTURE. - This Section and subsequent references to Drop-outlet Structure construction shall be deleted from this Invitation.

(10) SECTION 02312 EXCAVATION AND BACKFILLING FOR DROP-OUTLET STRUCTURE. - This Section and subsequent references to Drop-outlet Structure construction shall be deleted from this Invitation.

(11) SECTION 02619 PIPE.. - This Section and subsequent references to Drop-outlet Structure construction shall be deleted from this Invitation.

(12) SECTION 02700 DROP-OUTLET STRUCTURE.. - This Section and subsequent references to Drop-outlet Structure construction shall be deleted from this Invitation.

(13) SECTION 03310 CONCRETE.. - This Section and subsequent references to Drop-outlet Structure construction shall be deleted from this Invitation.

(b) Drawings.

(1) Drawing No. C-18. - In the PLAN view, change the Note: "EXISTING FENCE (REMOVE AND REPLACE AS REQ.)" to read "EXISTING FENCE (REMOVE AND REPLACE AS REQUIRED FOR ACCESS ROAD CONSTRUCTION)." Also, add the following Note to this Drawing: "THE CONTRACTOR MAY UTILIZE THE EXISTING ENTRANCE, LOCATED APPROXIMATELY 1,140 FEET SOUTH OF THE EFFLUENT DITCH ON THE WEST SIDE OF HOLLAND ROAD AS ACCESS TO THE PLACEMENT AREA."

(2) Drawings Nos. C-19 Through C-22. - Delete NOTE NO. 2 on these Drawings:

(3) Drawings Nos. C-19 Through C-21. - Add the following Note to these Drawings.

"2. THE CONTRACTOR SHALL INSTALL AND MAINTAIN APPROPRIATE STORM WATER CONTROLS AT THE EXISTING CONCRETE DRAINAGE CHUTES UNTIL TURFING HAS BEEN ESTABLISHED."

(4) Drawings Nos. S-1 Through S-5. - Delete these Drawings and subsequent references to Drop-outlet Structure construction.

2. This amendment shall be attached to, and become a part of, the specifications.

4 Encls

1. Bd Sched, Pgs 00010-1 & 00010-2
2. DFARS 252.217-7009
3. Wage Rates, 5 Pgs
4. SECTION 01520

File 8400S

INVITATION NO. DACW64-03-B-0026

**HOUSTON SHIP CHANNEL, TEXAS,
EAST CLINTON PLACEMENT AREA
IN HARRIS COUNTY, TEXAS,
LEVEE REHABILITATION**

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
<u>SCHEDULE NO. 1</u>					
0001	Environmental Protection/ EPA Storm Water Pollution Prevention Plan	1	L.S.	\$ _____	\$ _____
0002	Clearing, Grubbing, and Removal of Debris	1	L.S.	\$ _____	\$ _____
0003	Stripping	1	L.S.	\$ _____	\$ _____
0004	Borrow Excavation	315,650	C.Y.	\$ _____	\$ _____
0005	Excavation of Maintenance Materials	1	L.S.	\$ _____	\$ _____
0006	Care of Water	1	L.S.	\$ _____	\$ _____
0007	Turfing	1	L.S.	\$ _____	\$ _____
TOTAL SCHEDULE NO. 1					\$ _____

00010-1

(To Accompany Amendment No. 0001 to Invitation No. DACW64-03-B-0026)

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 (CESWG). 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. SALES TAX EXEMPTION. If you intend seeking a sales tax exemption on this contract please contact the Comptroller of Public Accounts at 1 800-252-5555.

252.217-7009 Default.

As prescribed in 217.7104(a), use the following clause:

DEFAULT (DEC 1991)

(a) The Government may, subject to the provisions of paragraph (b) of this clause, by written notice of default to the Contractor, terminate the whole or any part of a job order if the Contractor fails to-

(1) Make delivery of the supplies or to perform the services within the time specified in a job order or any extension;

(2) Make progress, so as to endanger performance of the job order; or

(3) Perform any of the other provisions of this agreement or a job order.

(b) Except for defaults of subcontractors, the Contractor shall not be liable for any excess costs if failure to perform the job order arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

(c) If the Contractor's failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to perform the job order within the time specified.

(d) If the Government terminates the job order in whole or in part as provided in paragraph (a) of this clause-

(1) The Government may, upon such terms and in such manner as the Contracting Officer may deem appropriate, arrange for the completion of the work so terminated, at such plant or plants, including that of the Contractor, as may be designated by the Contracting Officer.

(i) The Contractor shall continue the performance of the job order to the extent not terminated under the provisions of this clause.

(ii) If the work is to be completed at the plant, the Government may use all tools, machinery, facilities, and equipment of the Contractor determined by the Contracting Office to be necessary for that purpose.

(iii) If the cost to the Government of the work procured or completed (after adjusting such cost to exclude the effect of changes in the plans and specifications made subsequent to the date of termination) exceeds the price fixed for work under the job order (after adjusting such price on account of changes in the plans and specifications made before the date of termination), the Contractor, or the Contractor's surety, if any, shall be liable for such excess.

(2) The Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and delivery to the Government, in the manner and to the extent directed by the Contracting Officer, any completed supplies and such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of the terminated part of the job order.

(To Accompany Amendment No. 0001 to Invitation No. DACW64-03-B-0026)

- (i) The Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest.
- (ii) The Government shall pay to the Contractor the job order price for completed items of work delivered to and accepted by the Government, and the amount agreed upon by the Contractor and the Contracting Officer for manufacturing materials delivered to and accepted by the Government, and for the protection and preservation of property. Failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause.
- (e) If, after notice of termination of the job order, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the Government.
- (f) If the Contractor fails to complete the performance of a job order within the time specified, or any extension, the actual damage to the Government for the delay will be difficult or impossible to determine.
- (1) In lieu of actual damage, the Contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay the amount, if any, set forth in the job order (prorated to the nearest hour for fractional days).
- (2) If the Government terminates the job order, the Contractor shall be liable, in addition to the excess costs provided in paragraph (d) of this clause, for liquidated damages accruing until such time as the Government may reasonably obtain completion of the work.
- (3) The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor. Subject to the provisions of the Disputes clause of the Master Agreement, the Contracting Officer shall ascertain the facts and the extent of the delay and shall extend the time for performance when in the judgment of the Contracting Officer, the findings of fact justify an extension.
- (g) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under this agreement.

(End of clause)

General Decision Number TX030082

DACW64-03-B-0026

General Decision Number TX030082

Superseded General Decision No. TX020082

State: TEXAS

Construction Type:

HEAVY

County(ies):

BRAZORIA HARRIS WALLER
FORT BEND MATAGORDA WHARTON
GALVESTON MONTGOMERY

FLOOD CONTROL AND WATER AND SEWER LINES, including: Breakwaters, Channels, Channel Cut-offs, Dikes, Drainage Projects, Flood Control Projects, Irrigation Projects, Jetties, Land Drainage (not incidental to other construction), Land Leveling (not incidental to other construction), Land Reclamation, Levees, Pipelines, Ponds, Pumping Stations (prefabricated drop-in not building), Revetments, Sewage Collection and Disposal Lines, Sewers (Sanitary, Storm, etc.), Shoreline Maintenance Water Mains and Water Supply Lines (not incidental to building).

Modification Number Publication Date

0 06/13/2003

COUNTY(ies):

BRAZORIA HARRIS WALLER
FORT BEND MATAGORDA WHARTON
GALVESTON MONTGOMERY

SUTX2045A 03/26/1998

	Rates	Fringes
ASPHALT RAKER		8.28
ASPHALT SHOVELER		7.45
BATCHING PLANT WEIGHER		11.11
CARPENTER	10.35	
CONCRETE FINISHER-PAVING		9.87
CONCRETE FINISHER-STRUCTURES		9.86

(To Accompany Amendment No. 0001 to Invitation No. DACW64-03-B-0026)

CONCRETE RUBBER	9.00
ELECTRICIAN	16.15
FLAGGER	6.66
FORM BUILDER(STRUCTURES)	9.96
FORM LINER-PAVING & CURB	9.03
FORSETTER (PAVING/CURB)	8.86
FORM SETTER-STRUCTURES	9.05
LABORER-COMMON	7.45
LABORER-UTILITY	8.53
LINEPERSON	7.50
MANHOLE BUILDER (Brick)	8.49
MECHANIC	11.38
OILER	9.56
SERVICER	9.51
PAINTER-STRUCTURES	14.00
PILEDRIVER	10.96
PIPE LAYER	8.49
ASPHALT DISTRIBUTOR	9.47
ASPHALT PAVING MACHINE	10.05
BROOM OR SWEEPER OPERATOR	8.01
BULLDOZER	9.91
CONCRETE CURING MACHINE	8.80
CONCRETE FINISHING MACHINE	11.79
CONCRETE JOINT SEALER	10.50
CONCRETE PAVING FLOAT	9.30
CONCRETE PAVING SAW	10.01
CONCRETE PAVING SPREADER	9.32
SLIPFORM MACHINE OPERATOR	9.20
CRANE, CLAMSHELL, BACKHOE, DERRICK, D'LINE, SHOVEL	11.35
CRUSHER/SCREENING PLANT	11.00
FOUNDATION DRILL OPERATOR, CRAWLER MOUNTED	12.59
FOUNDATION DRILL OPERATOR TRUCK MOUNTED	12.73
FRONT END LOADER	9.29
MILLING MACHINE OPERATOR	10.43

(To Accompany Amendment No. 0001 to Invitation No. DACW64-03-B-0026)

MIXER	7.94
MOTOR GRADER (FINE GRADE)	11.11
MOTOR GRADER	10.67
PAVEMENT MARKING MACHINE	7.45
ROLLER, STEEL WHEEL PLANT	
MIX PAVEMENTS	9.25
ROLLER, STEEL WHEEL OTHER	
FLATWHEEL OR TAMPING	7.61
ROLLER, PNEUMATIC, SELF PROPELLED	7.96
SCRAPER-	8.69
TRACTOR-CRAWLER TYPE	10.12
TRACTOR-PNEUMATIC	8.99
TRAVELING MIXER	9.35
TRENCHING MACHINE-LIGHT	10.50
TRENCHING MACHINE-HEAVY	13.56
WAGON-DRILL, BORING MACHINE	10.15
REINFORCING STEEL SETTER (PLAVING)	12.50
REINFORCING STEEL SETTER	
STRUCTURES	12.47
STEEL WORKER-STRUCTURAL	10.35
SIGN ERECTOR	10.06
SPREADER BOX OPERATOR	9.08
WORK ZONE BARRICADE	7.45
SIGN INSTALLER	7.45
TRUCK DRIVER-SINGLE AXLE LIGHT	8.15
TRUCK DRIVER-SINGLE AXLE HEAVY	8.76
TRUCK DRIVER-TANDEM AXLE SEMI	
TRAILER	8.00
TRUCK DRIVER-LOWBOY/FLOAT	11.29
WELDER	10.43

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates

listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION TABLE OF CONTENTS

GENERAL REQUIREMENTS

SECTION 01520 - CONSTRUCTION OFFICE

PARAGRAPH TITLE PAGE NOS.

PART 1 - GENERAL

1.1	GENERAL	01520-01
1.2	GOVERNMENT EQUIPMENT AND VEHICLES	01520-01
1.3	CONSTRUCTION OFFICE SITE	01520-01
1.4	OFFICE STRUCTURE	01520-01
1.5	SECURITY	01520-02
1.6	UTILITIES	01520-02
1.7	CONTRACTOR-FURNISHED EQUIPMENT	01520-03
1.8	CONSTRUCTION OFFICE COMPLETION DATE	01520-03
1.9	FIELD OFFICE REMOVAL	01520-03
1.10	PAYMENT.	01520-04

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

SECTION 01520 - CONSTRUCTION OFFICE**PART 1 - GENERAL**

1.1 GENERAL. The Contractor shall provide for the duration of the site work, an on-site, construction field office with an interior office space of not less than 150 square feet, for exclusive use by Government personnel. The above facility shall be located at or adjacent to the East Clinton Placement Area worksite in an approved location. The construction office may be a stand-alone portable trailer or other building, or a space within the Contractor's facility, provided the Government office meets the requirements specified herein. If the Contractor elects to set up a field office for their own use at the worksite, the Government office shall be located within 200' of the Contractor's field office. The Contractor shall provide full electric utility services. The Contractor shall provide either a port-a-can with weekly service, or full water supply and sewage removal utility services for the office. The Contractor shall be responsible for physical and fire protection, security, repairs from vandalism, and replacements from theft of the office structure and Contractor-furnished equipment. The construction office and equipment shall be new and in good working condition, or if used shall be in a condition acceptable to the Contracting Officer. This facility shall be ready for occupancy within 20 days and fully completed within 30 days after acknowledgment of the Notice to Proceed.

1.2 GOVERNMENT EQUIPMENT AND VEHICLES. No overnight storage of Government-owned vehicles or other Government-owned property will be required. the Government will not require specific Contractor protection or replacement of Government-owned property.

1.3 CONSTRUCTION OFFICE SITE. The Contractor shall prepare the construction office, site, and the access routes to the office. The construction office site and access roads shall be graded for good drainage, and shall have a prepared subgrade and minimum of 6 inches of flexible base course. The site shall have parking adequate for up to three (3) three-quarter ton Government pickup trucks. Road and parking area shall allow for all-weather access for 2 by 4 trucks throughout the duration of this contract. The Contractor shall be responsible for keeping the site and area under the trailer graded, free from ponding water and unwanted vegetation. The site shall be mowed for the duration of this project, when the height of vegetation is over 5 inches. The Contractor shall conduct spraying and use other methods to control insect infestations inside the structure and office site, as necessary. The Contractor shall not store or maintain construction equipment, waste, or materials within 200 feet of the Government office.

1.4 OFFICE STRUCTURE. The Contractor shall establish the Government construction office space or building, with 8-foot high ceilings. The Contractor shall provide either a mail slot in the door or a lockable mail box mounted outside the office.

The office building shall be secured in place using tie downs capable of withstanding winds of up to 75 miles per hour. The Contractor shall provide burglar bars with bug screens on building windows and doors. Door burglar bars shall be lockable, and hinged for easy opening. The office shall be insulated with an overhead insulation value of R19 and a wall and floor insulation value of R11 as a minimum. The office sub-floor shall be plywood, at least 3/4-inch thick, or material of equal strength. The office shall have at least two (2) exterior doors, each with an appropriate sized concrete or wood landing. The Contractor shall provide a working exterior porch light at each door, and a suitably-sized wooden or concrete access step structure.

1.5 SECURITY. The office facility shall have a security system with at least five (5) individual key code capabilities. The system shall sound a 115 decibel or louder local alarm to notify law enforcement agencies. The Contractor shall provide installation of associated lines and equipment, and provide maintenance and monthly fees.

1.5.1 Building Interior. Interior lighting shall be fluorescent with illumination of 30-foot candles minimum. Lights shall be switched in each room or area. One 110-Volt duplex receptacle shall be provided on each wall of the office room.

1.5.2 Exterior Doors shall be solid core 36-inch by 1-1/2 inch standard size, with three (3) hinges and swing inward. Each exterior door shall be equipped with a doorknob lock set and a dead bolt. Each lock set shall be matching and have three keys provided. Each deadbolt shall be matching and have three (3) keys which are different from the doorknob lock sets. Lock sets and deadbolts shall be Schlage or an approved equal. Six (6) keys shall be provided to the Contracting Officer.

1.5.3 Interior Doors shall be solid core 36-inch by 1-1/2 inch standard size, with three (3) hinges. Interior door, if required because the Government construction office is within the Contractor's field office building, shall have three hinges, a doorknob lock set, and three (3) keys. The lock shall be Schlage or approved equal. Three (3) keys shall be provided to the Contracting Officer.

1.5.4 Windows shall be operable, screened, with the bottom of the window approximately 2 feet above the floor, having a minimum area of approximately 2-feet by 4-1/2 feet. Windows shall have 3M Scotchtint Sun Control Window Film RE50SLAR or approved equal, metallic venetian blinds, and exterior burglar bars. A minimum of two (2) windows shall be provided for the Government Office.

1.6 UTILITIES.

1.6.1 Central Heating, Ventilating, and Air-conditioning System. The Contractor shall provide a Central Heating, Ventilating, and Air-Conditioning (HV AC) system having an air-conditioning or heat pump compressor and be protected from rain runoff. Electrical supply shall be adequately provided to permit continuous use of HVAC system. Alternatively, the Contractor can provide a window air-conditioner/heater unit, sized appropriately for the controlled space. Floor standing units shall not be permitted.

1.6.2 Service. The Contractor shall bring and maintain service to the Government construction office, and install and maintain wiring and hardware for an integrated voice/data premises wiring system to provide data and voice service to the Government office. Two (2) "information" outlets, capable of voice or data applications shall be wired to the office. The wiring system shall consist of Category 5E components in accordance with applicable industry standards. Components for the wiring system shall be clearly and consistently labeled for management purposes. Wire shall be green, with Cisco IOS IP SW, 1-port T1/Fractional T1 CSU/DSU WAN interface, Cisco 2920 24-port Catalyst switch and SMARTnet 8x5xNBD service agreement for Cisco equipment. The Government will be responsible for configuration of communications equipment to assure security is maintained.

1.6.3 Speaker Phone. The Contractor shall provide and maintain one (1) AT&T 2-line Speaker Phone or approved equal. Telephone, cable, and other materials and their workmanship shall be in accordance with Southwestern Bell standards and recommendations. The Contractor shall have the line brought from service hookup, to the office and shall provide maintenance service on the installation and equipment.

1.6.4 Phone and FAX Service. The Government will subscribe to and pay for its own phone and fax lines and high speed transmission line for LAN/WAN connectivity.

1.7 CONTRACTOR-FURNISHED EQUIPMENT. The Contractor shall furnish and maintain one (1) each of the following equipment for exclusive Government use in the Government construction office. Electronic equipment and chair can be an approved equal. Electronic equipment shall be furnished with copy paper and replacement ink cartridges to sustain normal use as required by the Government:

- (1) Xerox Copier, 5820 with sort.
- (2) FAX, Xerox, WorkCentre Pro 16fx.
- (3) Computer Printer, HP Laser Jet 2200d. (In lieu of separate units, a combination Copier / Printer and /or Fax can be furnished.)
- (4) Three (3)-foot by 6-foot office table.
- (5) Three (3)-foot by 5-foot desk.
- (6) Five (5)-gallon size trash can.
- (7) Office chair, United Chair Company, Model NS 543701, or approved equal.
- (8) Fire extinguisher as required by OSHA.
- (9) AT&T 2-line Speaker Phone or approved equal (as specified above).

1.8 CONSTRUCTION OFFICE COMPLETION DATE. Damages of \$310.00 per day will be assessed for failure to complete by the specified completion schedule.

1.9 CONSTRUCTION OFFICE REMOVAL. The Contractor shall dismantle the Government construction office starting no sooner than 15 calendar days after, and completing no later than 30 calendar days after, final acceptance of the contract, including correction of deficiencies. Contractor-furnished equipment shall become the property of the Contractor after 30 calendar days after correction of deficiencies. The

flexible base parking lot shall be removed and the entryway and parking lot shall be re-graded, restored, and turfed to the original condition.

1.10 PAYMENT. No separate payment will be made for the work covered in this Section and the costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

-- o O o --