AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 13

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0001	01-Sep-2017	W81ET471009821	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
U.S. ARMY ENGINEER DISTRICT, PITTSBURGH ATTN CELRP-RC-P WS MOORHEAD FEDERAL BUILDING 1000 LIBERTY AVENUE ROOM 2203 PITTSBURGH PA 15222-4186	W911WN	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
	X	9A. AMENDMENT OF SOLICITATION NO. W911WN-17-B-8004
	X	9B. DATED (SEE ITEM 11) 09-Aug-2017
		10A. MOD. OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [X] is extended, [ ] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 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 you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

[ ] 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.)

RE: Repair Work along Elk Creek, Borough of Ridgway

The purpose of this amendment is to 1) Remove the Bid Schedule as Attachment 4 and Add the Bid Schedule; 2) Extend the time for receipt of bids from 11:00 AM to 11:30 AM EST; 3) Revise the project completion date from 270 calendar days after Notice to Proceed to 360 calendar days after Notice to Proceed; 4) Provide responses to questions submitted; 5) Provide the List of Attendees to the organized site visit held on August 17, 2017; 6) Provide a copy of GP-11 Maintenance, Testing, Repair, Rehabilitation, or Replacement of Water Obstructions and Encroachments as Attachment 4; 7) Furnish updates to the Technical Specifications; 8) Furnish updates to the Drawings; and 9) Update Addendum To Section 00800 to incorporate the current Wage Determination for PA170004, dated 08/04/2017 and to update the Monthly Anticipated Adverse Weather Delay Work Days Based on (5) Day Work Week. As a result of these changes, Attachments 1 thru 4 have been updated.

See Summary of Changes for details.

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) TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 31-Aug-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
BID SCHEDULE

Removed as Attachment 4.

Ridgway, PA
PL 84-99, Elk Creek Flood Protection Project
May 2014 Flood Project Repairs
Elk Creek, Elk County, Pennsylvania

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Reimbursement for Actual Performance and Payment Bonds Premiums	1	JOB	$.	$.
0002	Digital Progress Images	9	SETS	$.	$.
0003	Mobilization and Demobilization	1	JOB	$.	$.
0004	Protection and Maintenance of Traffic During Construction	1	JOB	$.	$.
0005	Erosion and Sediment Controls	1	JOB	$.	$.
0006	Field Survey and Bench Marks	1	JOB	$.	$.
0007	Debris Sampling & Testing	1	JOB	$.	$.
0008	Removal and Disposal of Debris in Channel	480	CUBIC YARDS	$.	$.
0009	Clearing of Vegetation, Scour Repair Channel with Vegetated Side Slope	1	JOB	$.	$.
0010	Sloughed Toe Removal, Scour Repair Channel with Vegetated Side Slope	180	CUBIC YARDS	$.	$.
0011	Geotextile, Scour Repair Channel with Vegetated Side Slope	4,520	SQUARE YARDS	$.	$.
0012	Select Fill, Scour Repair Channel with Vegetated Side Slope	2,840	CUBIC YARDS	$.	$.
0013	Sloughed Toe Removal, Scour Repair Channel with Rock-Protected Side Slope	10	CUBIC YARDS	$.	$.
0014	Select Fill, Scour Repair Channel with Rock-Protected Side Slope	20	CUBIC YARDS	$.	$.

0015	Geotextile, Scour Repair Channel with Rock-Protected Side Slope	280	SQUARE YARDS	$.	$.
0016	AASHTO No. 3 Coarse Aggregate Fill, Scour Repair Channel with Rock-Protected Side Slope	45	CUBIC YARDS	$.	$.
0017	PDT R-5 Riprap, Scour Repair Channel with Rock-Protected Side Slope	260	CUBIC YARDS	$.	$.
0018	Excavation, Ramp Repair	215	CUBIC YARDS	$.	$.
0019	Geotextile, Ramp Repair	230	SQUARE YARDS	$.	$.
0020	AASHTO No. 3 Drainage Backfill, Ramp Repair	50	CUBIC YARDS	$.	$.
0021	PDT R-4 Stone, Grouted, Ramp Repair	180	CUBIC YARDS	$.	$.
0022	Remove and Dispose Existing Rock and Fill, Bridge Abutment Repair	225	CUBIC YARDS	$.	$.
0023	Flowable Fill, Bridge Abutment Repair	60	CUBIC YARDS	$.	$.
0024	Structural Backfill, Bridge Abutment Repair	75	CUBIC YARDS	$.	$.
0025	Select Fill, Bridge Abutment Repair	120	CUBIC YARDS	$.	$.
0026	AASHTO No. 1 Coarse Aggregate, Bridge Abutment Repair	55	CUBIC YARDS	$.	$.
0027	Geotextile, Bridge Abutment Repair	245	SQUARE YARDS	$.	$.
0028	PDT R-7 Riprap, Bridge Abutment Repair	160	CUBIC YARDS	$.	$.
0029	Demolition, Removal, and Disposal Portion of Existing Stone Wall and Building Foundation Material	1	JOB	$.	$.
0030	Design and Certification of Precast Concrete Block Retaining Wall	1	JOB	$.	$.
0031	Precast Concrete Block Wall Retaining Wall, Including Foundation, Drainage, Select and Structural Backfill (Complete)	1	JOB	$.	$.
0032	Railing Replacement, Precast Concrete Block Retaining Wall	100	LINEAR FEET	$.	$.
0033	Bituminous Pavement Behind Retaining Wall	700	SQUARE YARDS	$.	$.
	TOTAL ITEMS 0001 THROUGH 0033				$.

Note

It is the offeror's responsibility to verify each Item Number total with that of the Quantity based on the proposed Unit Price. The total of Item 0001 should reflect the proposed price for Item Number 0001 and the total of Items 0002 through 0033 should reflect the proposed price for Item Number 0002 on the solicitation.

QUESTIONS AND ANSWERS

Question 1: Notes on the Drawings state: "Contractor to minimize excavation as feasible based on site conditions and safety requirements." Who will make the determination of what is feasible and/or safe?

Answer: The EM 385-1-1, 29 CFR 1910 and 29 CFR 1926 defines the extent of excavation necessary for a safe work area as well as the specified slope H:V on the applicable details shown in the contract drawings. Additionally, the Contractor shall determine the excavation requirements to ensure proper drainage and slope stability during construction (refer to Section 32 32 23, Para's 1.4, 3.2, and 3.2.1).

Question 2: Notes on Debris Removal state: "For debris deposit removal areas where the contractor cannot work from the top of the bank, small rubber excavation equipment utilizing small rubber tires shall be permitted to enter the debris deposit....Tracked equipment excavation equipment shall not be permitted within the channel proper". Please clarify what is small rubber excavation equipment, if possible provide some examples? Clarify what is deemed small enough to be acceptable? Will mats or pads that protect the stream bed be allowed, used in such fashion that the tracks never touch the wet stream bed?

Answer: The Contractor shall determine the permitted equipment for in-stream work, in accordance with the General Purpose (GP-11) Permit and the PADEP Erosion and Sediment Control Manual which defines the standards applicable to this project. Details of the erosion and sediment control measures will be addressed in the Environmental Protection Plan, which shall be developed by the Contractor and submitted to the Contracting Officer for approval (Specification Section 01 57 20.00 10, Paragraph 1.7). Additionally, all erosion and sediment control measures will be coordinated with the Elk County Conservation District, in accordance with Specifications Section 01 57 20.00 10, Paragraph 1.10.

Question 3: Item d. of Summary of Work calls for "Design and replace ....The contractor shall perform soil sampling and testing that is required to design the foundation and structure of the wall." Who decides what is the required geotechnical testing and sampling?

Answer: Per Specification Section 32 32 23, Para. 3.1, the Contractor shall sample and test the soils in order to determine the geotechnical parameters required for design of the wall in accordance to the standards required by the contract documents.

Question 4: Can debris characterization be performed in-situ? If composites indicate that discrete samples would exceed the acceptable parameters, who pays for the re-sampling/testing?

Answer: Per Specifications Section 02 30 00.00 08, Para. 3.2, "the Contractor shall determine the number of samples and individual sampling points within each designated debris deposit in accordance with PADEP MANAGEMENT OF FILL." Resampling and testing is the responsibility of the Contractor and all costs/fees associated with resampling and testing shall be borne by the Contractor. The contract will be awarded as a Firm Fixed Price Contract not a cost reimbursable contract.

Question 5: If debris/sediments is found to be residual waste, will it be disposed of off-site? If yes, where is the compensation for additional handling, waste profile, proper transportation and disposal?

Answer: In accordance with the General Permit (GP-11) and Specifications Section 02 42 00.00 08, Para.3.2.1, all material that cannot be used as fill or backfill shall be disposed of at a commercially available and properly licensed facility. Additionally, all expenses of transportation, material handling, and disposal of materials at the solid waste disposal facility or disposal area, including any disposal fees, shall be borne by the Contractor. Table 1 in Specifications Section 02 42 00.00 08, Para. 3.5, lists the disposal requirements for each type of material. The Contractor may propose an alternate disposal site(s) that are in compliance with all applicable Federal environmental and cultural protection statutes and regulations, as stated in Specifications Section 02 42 00.00 08, Paragraph 1.8.1.

Question 6: What precipitation event and intensity will be considered to trigger an un-anticipated (abnormally high) condition that meets the criterion of additional compensation?

Answer: The Contractor is referred to 00800-7 Time Extensions for Unusually Severe Weather. In order for a precipitation event and intensity to be considered abnormally high, the actual adverse weather delay days must prevent work on critical activities for 50 percent or more on the Contractor's scheduled work day. Compensation will be in the form of a modification based on the Government's determination to extend the performance period due to inclement weather.

Question 7: What are the dimensions of the proposed temporary Jersey Barrier?

Answer: The Contractor is referred to the General Permit (GP-11) and PADEP Erosion and Sedimentation Control Manual which identifies the in-stream work standards applicable to the project. The PADEP Erosion and Sediment Control Manual provides multiple Best Management Practices (BMPs) that shall be utilized to create diversion berms.

Question 8: If after mobilization, the days that the water depth at the Depot Street Bridge exceeds 3-feet exceed the contracted bad weather allowed days, will the contractor be allowed to extend the duration of the contract by those days exceeding the allowance? Where across the stream is the 3' depth measured?

Answer: The Contractor is referred to 00800-7 Time Extensions for Unusually Severe Weather. In an event with the water level being abnormally high, the actual adverse weather delay days must prevent work on critical activities for 50 percent or more on the Contractor's scheduled work day. On any time extensions, the Contractor will be notified, by modification to the Contract, of any Government determination to extend the performance period due to inclement weather. Per Specifications Section 01 35 00.00 08, Paragraph 1.6.7, stream depth measurements will be taken from a fixed location at the Depot Street Bridge at the stream's deepest depth.

Question 9: Is there data as to stream fluctuations? What is considered Normal-to Low Flow conditions in terms of depth of stream and in what months (April—June)?

Answer: Normal to Low-Flow is defined on Sheet C-5006, Note 1 as being 3'-0" when measured at the Depot Street Bridge. The water level throughout the work area will vary but the Depot Street Bridge location will be used to determine other than normal to low-flow.

Question 10: Where can the contractor dispose of water that cannot be pumped into Elk Creek (note 4 of C-5006); and should this water be tested for contaminants/dissolved solids?

Answer: In accordance with the General Permit (GP-11), all water pumped from an open excavation shall be treated prior to release. The PADEP Erosion and Sediment Control Manual provides multiple Best Management Practices (BMPs) that shall be utilized to treat the pumped water.

Question 11: Reference Spec. Sec. 01 32 23 "Survey & Alignment Control", Par. 3.2.1 "Surveying Services", Are there four vertical control bench marks required? Where are they to be installed?

Answer: In accordance to the amended Specifications Section 01 32 23, Para. 3.2.1, the Contractor shall set four bench marks. Placement of each benchmark will be directed by the Contracting Officer with at least one at area of work.

Question 12: Reference Spec. Sec. 01 35 00.00 08 "Special Procedures", Par. 1.4.2 "Licenses and Permits", No work or access to other areas requires passing under the SR 219 bridge. Is a PennDOT Highway Occupancy Permit required?

Answer: As stated in Specifications Section 01 35 00.00 08, Para. 1.4.2, "the Contractor shall be responsible for complying with all state or local contractor licensing or registration laws and permit requirements" in accordance to the means and methods that the Contractor uses to perform the work.

Question 13: Reference Spec. Sec. 01 35 00.00 08 "Special Procedures", Par. 1.9 "Maintenance and Protection of Railroad Traffic" No work appears to conflict with the railroad, is a Right of Entry License Agreement required? Is Railroad Protective Liability insurance required?

Answer: In accordance with Amendment 0001, there is no longer a requirement to obtain a Right of Entry License Agreement or Railroad Protective Liability Insurance. The "Maintenance and Protection of Railroad Traffic" paragraph has been removed.

Question 14: Reference Spec. Sec. 01 35 00.00 08 "Special Procedures", Drawing C-1002
Will the entire existing concrete pad require removal for wall construction? Will the concrete be replaced or is it to be asphalt for the entire 100' of wall?

Answer: In accordance with Drawing C-5008, the remains of the existing building (including the concrete floor slab and sections of concrete block foundation walls) shall be removed. Bituminous asphalt pavement shall be placed based on the limits in Drawings C-1002 and C-5008 with the intent of paving the area that is currently concrete.

Question 15: Reference Spec. Sec. 01 35 00.00 08 "Special Procedures", Drawing C-5006 – "Streambed Debris Deposit Removal", Note #2. Will rubber tracked equipment be permitted in channel for debris removal? Scour repair areas will require work from streambed, will rubber tired and /or tracked equipment be permitted in streambed for this work?

Answer: The Contractor shall determine the permitted equipment for in-stream work, in accordance with the General Purpose (GP-11) Permit and the PADEP Erosion and Sediment Control Manual which defines the standards applicable to this project. Details of the erosion and sediment control measures will be addressed in the Environmental Protection Plan, which shall be developed by the Contractor and submitted to the Contracting Officer for approval (Specification Section 01 57 20.00 10, Paragraph 1.7). Additionally, all erosion and sediment control measures will be coordinated with the Elk County Conservation District, in accordance with Specifications Section 01 57 20.00 10, Paragraph 1.10.

Question 16: Reference Spec. Sec. 01 35 00.00 08 "Special Procedures", Drawing C-5008 – "Existing Stone Retaining Wall" Is the handrail to be segmental or continuous run?

Answer: Refer to Specifications Section 05 52 00.00 08, Para. 1.4, "the pipe railing shall be designed by the Contractor to conform with the requirements of EM 385-1-1 and be compatible with the proposed retaining wall."

Question 17: Reference Spec. Sec. 01 35 00.00 08 "Special Procedures", Note # 5 – The key for block wall, will lowering the concrete leveling pad to form a ledge in front of the block wall using the existing concrete lining be an acceptable key? What elevation is top of wall to be?

Answer: Use of the existing concrete lining will not be an acceptable key. Refer to the reference drawings and Drawing C-1002 to determine the elevation of the top of wall.

Question 18: Reference 01 35 00.00 08 "Special Procedures", Drawing X-0003 – "Erosion and Sediment Control Plan" Work upstream of Depot Street. Note # 6 – Contractors work limits prevent work from top of bank, will work be permitted from stream bottom?

Answer: Yes, in-stream work is permitted. All in-stream work shall be in accordance with the General Permit (GP-11) and PADEP Erosion and Sediment Control Manual which defines the in-stream work standards for this project.

Question 19: Are there any restrictions for stream work other than the Annual Trout Fishing Derby Day to be imposed on Elk Creek during the contract?

Answer: In accordance with the amended Drawing X-0003, all in-stream work is prohibited between 1 April and 1 July by the Pennsylvania Fish and Boat Commission as Elk Creek is a seasonally-stocked trout stream.

End of Questions and Answers

SITE VISIT ATTENDEES

SITE VISIT (W911WN-17-B-8004)

Thursday, August 17, 2017, 10AM

Repair Work along Elk Creek, Ridgway, Elk County, PA

Sign-In Sheet

	NAME AND TITLE	COMPANY NAME AND ADDRESS	PHONE NUMBER
1	Tom Pochatko, P.E., P.L.S.	QBS INC.	724-748-3599
2	Brad Baird President and Owner	ASPEN CONSTRUCTION	218-675-5808
3	Kono Morosky President	SHAKA, INC.	724-523-5040
4	Jim Stryffeler Project Superintendent	SAF INC.	330-312-2820
5	Joe Morris Subcontractor Foreman	SAF INC.	330-207-2526
6	Jim Manno, Jr. President	MANNO CONSTRUCTION SVCS	814-594-1309
7	Glenn O'Brien	GREENWORLD CONTRACTING GROUP	724-621-7034
8	Nick Engle	STEFANIK'S CONTRACTING	724-494-9325
9	Jason Auman	AUMAN BROTHERS CONSTRUCTION	814-834-6000
10	Craig Dean	DEAN CONSTRUCTION	814-887-8750
11	Juan Salguero Managing Member	AFFILIATED SERVICES INTERNATIONAL, LLC. (ASI)	724-840-4842
12	Robert (Robbie) Stainbrook Engineer I	NORTHWIND ENGINEERING	724-354-2941
13	Michael Nieschwitz Quality Control Officer	MASSILLON CONSTRUCTION AND SUPPLY, LLC	330-617-3999
14	David Felock	GREGORI CONSTRUCTION, INC	724-353-1322
15	Ron Klonowski and/or Rich Gregori	GREGORI CONSTRUCTION, INC.	724-353-1322

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 08-Sep-2017 11:00 AM to 08-Sep-2017 11:30 AM.

The Issued By organization has changed from
CONTRACTING BRANCH
US ARMY CORPS OF ENGINEER WM S MOORHEAD FED B
IBERTY AVENUE
PITTSBURGH PA 15222-4186
to
U.S. ARMY ENGINEER DISTRICT, PITTSBURGH
ATTN CELRP-RC-P
W S MOORHEAD FEDERAL BUILDING
1000 LIBERTY AVENUE ROOM 2203
PITTSBURGH PA 15222-4186

The contractor period of performance end date has increased by 90 days from 270 days to 360 days.

The following have been modified:
LIST OF ATTACHMENTS

Attachment 1 – Technical Specifications
Attachment 2 – Plans and Drawings
Attachment 3 – Wage Determination, PA170004 08/04/2017 PA4
Attachment 4 – ~~Bid Schedule~~ GP-11 Maintenance, Testing, Repair, Rehabilitation, or Replacement of Water Obstructions and Encroachments

~~Note~~
~~Attachment 4, Bid Schedule, is an excel spreadsheet to be completed and provided with proposal submission. It is the offeror's responsibility to verify each Item Number total with that of the Quantity based on the proposed Unit Price. The total of Items 0001 through 0033 should reflect the proposed price for Item Number 0002 on the solicitation.~~

SECTION 00700 - CONTRACT CLAUSES

The following have been modified:

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 360 calendar days after Notice to Proceed.

* The time stated for completion shall include final cleanup of the premises.

(End of clause)

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:
ADDENDUM TO SECTION 00800

ADDENDUM TO SECTION 00800 – SPECIAL CONTRACT REQUIREMENTS

Updates are in red font.

Wage Rates are updated to reflect most recent General Decision Number.

00800-1 WAGE RATES

The attached schedule, Attachment 3, of wage rates contains rates applicable to all work under the contract:

General Decision Number: PA170004 08/04/2017 PA4

Superseded General Decision Number: PA20160004

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington and Westmoreland Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (excluding sewer grouting projects and excluding sewage and water treatment plant projects)

https://www.wdol.gov/wdol/scafiles/davisbacon/PA4.dvb?v=13

00800-2 PAYMENT FOR PERFORMANCE AND PAYMENT BONDS

a. In order to ensure that sufficient funds have been set-aside for payment of performance and payment bond premiums, bidders shall insert in Bid Item No. 0001, an appropriate not-to-exceed dollar amount. Failure of bidders to insert a not-to-exceed dollar amount in Bid Item No. 0001 will cause the bid to be rejected as non-responsive.

b. The Contractor shall be reimbursed the actual bond costs only, as established by evidence of full payment to the surety, up to the dollar amount set forth in Bid Item No. 0001. In no case will the Contractor be reimbursed an amount which exceeds the dollar amount set forth in Bid Item No. 0001.

c. The Government will reimburse only the Prime Contractor for actual paid bond premiums. The Government will not reimburse any subcontractor's paid bond premiums.

00800-3 REQUIRED INSURANCE

In addition to the Section 00700 CONTRACT CLAUSES, FAR 52.228-5 INSURANCE, the Contractor shall at all times material hereto keep and maintain the Borough of Ridgway as an additional insured on any policy of insurance referenced herein and shall provide the City with an Accord Certificate of Insurance as evidence of same. Such Certificate shall name "The Borough of Ridgway" as an additional insured and be sent to Ridgway Borough, c/o Kim Zimmerman, Borough Manager, at, 108 Main Street, Ridgway, PA 15853.

The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately comply. Such notice, when delivered to the Contractor or his representative at the site or mailed to the Contractor's address, will be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until the Contractor complies. No part of the time lost due to any such stop orders shall be made the subject of

a claim for extension of time or for excess costs or damages by the Contractor. Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

00800-4 ADDITIONAL CONTRACTOR CONSIDERATIONS

The parties acknowledge that the Borough of Ridgway is the sponsor of the project giving rise to the work contemplated in this Agreement and is providing access for the Contractor to the project area over its public rights of way and roads. The parties agree that the Borough of Ridgway is and shall be treated as an intended third party beneficiary of this agreement. In addition to the inclusion of the Borough of Ridgway as a named insured on any policy of insurance referenced above, Contractor hereby agrees to repair and/or restore any road or public right of way owned or maintained by the Borough of Ridgway, damaged by Contractor in carrying out the project, to as close as possible to its authorized to do business pre-use condition.

00800-5 SAFETY AND HEALTH REQUIREMENTS MANUAL

A copy of the current US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and its changes are available at
http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx/ .
The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

00800-6 WORK UNDER OTHER CONTRACTS

Attention is directed to the fact that other Contractors may be employed by the Government or by local interests at or in the vicinity of the work covered by these specifications. All Contractors shall have equal rights to the use of all roads and grounds so far as practicable and this Contractor shall cooperate with other Contractors so that the work may be performed with the maximum efficiency. Should a disagreement occur between Contractors as to the use of facilities or in other matters, the decision of the Contracting Officer shall govern. (See also the clause of the contract entitled "Other Contracts").

00800-7 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the clause entitled "Default (Fixed-Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied.

(1) The weather experienced at the project site during the contract period must be found to be unusually severe; that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. This delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
16	12	9	7	7	6	6	6	5	6	6	14

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more on the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by

actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the Contracting Officer will convert any qualifying delays to work days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the clause entitled, "Default (Fixed-Price Construction)".

d. The anticipated adverse weather work days listed above are based on days with precipitation greater than 0.1 inch and/or maximum temperature below 32 degrees F. The numbers shown represent the number of work days (not calendar days) normally expected to have these particular weather conditions based on historical data obtained from the "Climatography of the United States No. 20". The actual number of days will vary. This information is furnished for computation of possible time extensions due to weather delays and is not intended to imply that no work can be done on these days. The Contractor shall make his own determination of the effect of these conditions on his operations under this contract, and schedule his work accordingly.

00800-8 WORK PERFORMED BY CONTRACTOR

Within ten (10) days after award of the contract, the successful bidder will be required to furnish a description of the work which he intends to perform with his own organization, the percentage of the total work this represents, and the estimated cost thereof.

00800-9 CONTRACTOR QUALITY CONTROL

Section 01 45 01, QUALITY CONTROL, of this specification requires that the Contractor's Quality Control System Manager or person responsible for Contractor Quality Control complete the Corps of Engineers' "Construction Quality Management for Contractors" course not later than 90 days after receipt of the Notice to Proceed. The course consists of approximately 12 hours of classroom instruction and is offered periodically by the Pittsburgh District. For additional information on scheduling and location of the training, contact U.S. Army Engineer District, Pittsburgh, Theresa Bon Anno, U.S. Army Engineer District, Pittsburgh, Upper Ohio Area Office, 3510 Grand Avenue, Pittsburgh, Pennsylvania 15225, telephone (412) 395-7677. Certification of course completion is valid for 5 years. Completion of training offered by other Corps of Engineers Districts will be acceptable provided a valid certification is presented.

00800-10 COPYING, DISSEMINATION OR DISTRIBUTION OF INFORMATION.

Those who disseminate information contained on this CD-ROM or in the solicitations and/or drawings must ensure that the recipients have a legitimate need for the information and maintain a record of each recipient. Legitimate need means recognized business entities seeking to do business, or having business, with the Government as prime contractors, subcontractors or suppliers. You shall maintain a record of the following information on each recipient: Business name and address, the Unique Entity Identifier (formerly DUNS) Number, and name and telephone number of person receiving the information.

00800-11 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
(a) This special contract requirement does not apply to terminations. See 5152.249-9000, Basis for Settlement of Proposals, and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region I. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in

effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

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

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the SAT, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

00800-12 SUBMISSION OF CONTRACT DOCUMENTATION

Provide contract documentation in an electronic format to the greatest extent practicable. Contract documentation to be submitted electronically includes, but is not limited to, the following:

- Submittals, including ENG 4025 transmittal form
- Meeting Minutes
- Construction Photographs
- Correspondence
- Requests for Information
- Payroll Documents
- Statement and Acknowledgement Forms (SF 1413)
- Request for Additional Classification (SF 1444)
- Progress Payment Requests and Supporting Documentation
- Contract Modification Documentation, including SF 30, Contractor's Offer, Cost/Pricing Audit Report, and Certificate of Current Cost or Pricing Data
- Contractor Quality Control Reports (with attachments)
- Accident Reports
- Schedules and Schedule Updates
- Closeout Documentation, including Release of Claims

Electronic files must be of sufficient quality that all information is legible. Electronic format shall be in Adobe.PDF format, unless otherwise specified or directed by the Contracting Officer. Whenever possible, PDF files shall be generated from original documents so that the text included in the PDF file is both searchable and can be copied. If documents are scanned, Optical Character Resolution (OCR) routines are required. Files exceeding 30 pages shall be indexed and bookmarked to allow efficient navigation of the file. When required, the electronic file must include a valid electronic signature, or scan of a signature.

Email electronic documents fewer than 10MB to an email address as directed by the Contracting Officer. Electronic documents over 10MB shall be provided on a CD/DVD, or through an electronic file sharing system such as the AMRDEC SAFE Web Application located at the following website:

https://safe.amrdec.army.mil/safe/

The Contractor shall be prepared to provide up to five (5) additional paper hard copies of any contract document at the discretion of the Contracting Officer, at no additional cost to the Government. In addition to the electronic file format described above, the following list of documents shall be provided in their original format because law or other regulations require signed originals be kept in accordance with FAR 4.805 -- Storage, Handling, and Disposal of Contract Files:

- Advance Payment Bond

- Bid Bond including Annual Bid Bond
- Performance Bond including Annual Performance Bond
- Payment Bond
- Patent Infringement Bond
- Any performance security instruments
- Certificate of Insurance
- Novation/Change of Name Agreement
- Assignment of Claims
- Any document containing a raised seal. Examples include
    - Notarized documents
    - Architecture Drawings
- Paper Payroll Documents
- Physical signatures on contracts and modifications
    - SF 1442
    - SF 30

(End of Summary of Changes)