

MEMORANDUM FOR RECORD

SUBJECT: Amendment 0002

1. TITLE:
2. SOLCITATION NO: W917PM-08-R-0078
3. POC: Contracting Officer: Katherine K. Clemens x 540- 722-1186
Contracting Specialist: Mary J Abbott x 540-665-3467
4. DESCRIPTION:

General Information

Document Type: Amendment 0002
Solicitation Number: W917PM-08-R-0078
Posted Date: 15 May 2008
Amendment Post: 21 May 2008
Response Date: 24 June 2008
Set Aside: Full & Open
NAICS Code: 237310 -- Highway, Street, and Bridge Construction
Classification Code:
FSC Code:

SUBJECT: Y222—Highway, Street, and Bridge Construction (Gulkhan Kalay to Maraw Kot), Paktika Province, Afghanistan

Contracting Office Address

Department of the Army, U.S. Army Corps of Engineers, U.S. Army Corps of Engineers, Afghanistan, Afghanistan Engineer District Kabul AFB, APO, AE, 09356, UNITED STATES

Description

1. The purpose of this Amendment is to make changes and additions. Offerors will update their documentation as follows:

SECTION 01060

1.11 RIGHT-OF-WAY (ROW) & LAND ACQUISITION:

1.11.A COMMUNITY COORDINATION: In accordance with specification 01010 (SOW), section 1.2, the contractor is required to meet with local and provincial officials. At these meetings the required road width and road ROW shall be brought up

as a subject and discussed.

1.11.B CONTRACTOR RESPONSIBILITIES: It is the responsibility of the contractor to verify required road ROW and resolve all ROW issues that arise for the project. It is within the Design-Build scope to propose alternate routes when land issues cannot be resolved. The contractor shall keep the Government informed of all ROW and real estate issues both resolved and unresolved for the duration of the contract in a timely manner.

1.12 ATTACHMENTS:

1.12.A TAC FORM 61 - Accident Prevention Program Hazard Analysis

SECTION 00120

Will change from, "All projects must have been underway or completed within the **last 5 years.**" To "All projects must have been underway or completed within the **last 3 years.**"

2. All other terms and conditions shall remain unchanged.

APPROVED / DISAPPROVED



KATERINE K. CLEMENS
Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 25-May-2008	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356		CODE W917PM	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W917PM-08-R-0078	
			X	9B. DATED (SEE ITEM 11) 15-May-2008	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> 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 <u>1</u> 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 <input type="checkbox"/> is not, <input type="checkbox"/> 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.) 1. The purpose of this Amendment is to make a change to section 00120. 2. All other terms and conditions shall remain unchanged.					
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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

SECTION 00120**SECTION 00120
ROAD CONSTRUCTION (DESIGN-BUILD) – BEST VALUE****PROPOSAL EVALUATION AND CONTRACT AWARD**

1. ELIGIBILITY FOR CONTRACT AWARD. In accordance with the FAR, no contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the FAR requirement that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in FAR Part 9 and any special standards set forth in the solicitation.

2. SOURCE SELECTION USING THE BEST VALUE PROCESS. The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between cost/price and technical (“non-cost”) factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation.

3. RELATIVE IMPORTANCE OF PRICE TO THE TECHNICAL EVALUATION FACTORS

All evaluation factors other than cost or price, when combined, are more important than price. The Government is concerned with striking the most advantageous balance between technical merit (“quality”) and price to the Government (i.e., the price). The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor.

4. EVALUATION OF THE PRICE PROPOSALS

a. Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed prices will be analyzed for reasonableness. They may also be analyzed to determine whether they are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the Offeror’s Technical Proposal. Additionally, all offers will be analyzed for unbalanced pricing.

b. The price will be used along with the technical evaluation to make selection for award. Since evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, or incomplete price proposal information. The Government will evaluate the format and clarity of the price proposal.

c. Other Award Factors: The Contracting Officer shall consider several factors in the selection process which are important, but not quantified, such as:

- (1) Agreement by the offeror to all general and special contract provisions and clauses.

(2) Determination of responsibility of the contractor by the Contracting Officer in accordance with the provisions of the Federal Acquisition Regulation, Part 9.1. In order to be determined responsible, a prospective contractor must:

- (a) Have adequate financial resources to perform the contract or the ability to obtain them.
- (b) Be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and Governmental business commitments.;
- (c) Have a satisfactory performance record.
- (d) Have a satisfactory record of integrity and business ethics.
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. **EVALUATION OF THE TECHNICAL PROPOSAL.** The Technical Proposal will be evaluated based on the following evaluation criteria:

a. **FACTOR 1: EXPERIENCE:** The Government will evaluate the relevant work experience of the offeror and their proposed team, including subcontractors, on projects same/similar to that described in this solicitation. Of the projects submitted, at least three (3) must be valued at over \$3,000,000.00. All projects must have been underway or completed within the **last 3 years**. Offerors with experience on same/similar relevant projects (type of services, similar dollar value, complexity, USACE design/construction requirements, and applicable quality standards) will receive a higher rating than those with dissimilar or non-relevant projects.

b. **FACTOR 2, PRELIMINARY DESIGN:** The Preliminary Design proposal shall be evaluated for a clear understanding of the basic specification requirements for this project. The Government will evaluate the data provided to insure the design provided is a thoroughly engineered, coordinated, and cost effective design. Sample CADD drawings and the narrative provided as the response to this factor will be evaluated for presentation of a quality design that is presented with a demonstrated level of engineering soundness for the basic approach to the design for each technical discipline. The evaluation will also determine if the design meetings all required and applicable codes, standards, publications, and criteria.

c. **FACTOR 3: PROJECT MANAGEMENT PLAN:** Responses to this factor will be evaluated for:

- The offeror's ability manage the project, control quality and safety;
- How the offeror plans to meet the major design and construction project milestones;
- The offeror's understanding of the work efforts and its ability to provide quality, responsive, and timely performance over the planned life of the project;
- If the offeror has a sound plan addressing timely delivery and receipt of equipment and materials at the job site which coincides with the major construction project milestones.
- Management of concurrent work on multiple job sites.

In addition, the organizational chart will be evaluated for a clear depiction of the lines of authority and responsibility for all personnel/entities on the project, including subcontractors, from the lowest level to the corporate level. The organizational chart shall clearly indicate which entity has overall authority for the contract and identify by name and title the single Point of Contact to the Government for all project-related matters.

d. **FACTOR 4: PERSONNEL:** Key personnel resumes will be evaluated to determine the depth and breadth of personnel experience on same/similar projects and as it relates to the responsibilities that person will have on this contract. All key personnel shall have a degree in the field of work governed by the position they are assigned to and a minimum of five (5) years of professional

experience in their field. For example, a Civil Engineer must have a degree in Civil Engineering and 5 years of professional civil engineering experience.

e. **FACTOR 5: PAST PERFORMANCE:** For the projects listed under Factor 1 – Experience, the Government will evaluate past performance information to assess the level of performance risk associated with the Offeror's likelihood of success in performing the requirements stated in the solicitation. The currency and relevance of the information (as determined by the Government), the source of the information, context of the data, and general trends in the contractor's performance may be considered. Information submitted by the Offeror pertaining to recent, relevant contracts will be evaluated as well as data obtained from other sources, including automated databases and questionnaires. References other than those identified by the Offeror may be contacted by the Government. The Government may take into consideration the offeror's performance of contracts with the agency; other Federal, State, and local government activities; and commercial concerns. The result will be a performance risk rating based on each Offeror's record of past performance.

For the purpose of the past performance evaluation, offerors shall be defined as business arrangements and relationships, such as Joint Venture participants, teaming partners, and major subcontractors. The past performance record of each firm in the business arrangement may be evaluated by the Government.

In the case of an Offeror without a record of recent, relevant past performance (and for which there is also no recent, relevant past performance information for its predecessor companies or key subcontractors), or for whom information on past performance is not available or cannot be verified, the Offeror will not be evaluated favorably or unfavorably on past performance. This does not preclude the Government from making award to a higher-priced Offeror with a favorable past performance record over a lower-priced Offeror with a neutral past performance rating.

6. **RELATIVE WEIGHTING OF THE TECHNICAL EVALUATION FACTORS.** All technical factors are equal in weight and importance.

7. **GENERAL TECHNICAL CRITERIA**

a. **Material omission(s) may cause the technical proposal to be rejected as unacceptable.**

b. Technical proposals which do not provide the specified information in the specified location in accordance with the submission instructions may be downgraded. The Government is under no obligation to search for information that is not in the specified location.

c. Proposals which are generic, vague, or lacking in detail may be downgraded. The offeror's failure to include information that the Government has indicated should be included may result in the proposal being downgraded and/or being found deficient if inadequate detail is provided.

d. The Government cannot make award based on a deficient offer. Therefore, a rating of "Unsatisfactory" under any subfactor will make the offer ineligible for award, unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

CLAUSES INCORPORATED BY FULL TEXT

8. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

SECTION 01060

SECTION 01060 SPECIAL CLAUSES

PART 1 - GENERAL:

1.1. PRECONSTRUCTION CONFERENCE:

1.1.A. Schedule of Meeting: At the earliest practicable time, prior to commencement of the work, the Contractor and any Subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to the Contractor's Quality Control (CQC) Program, the Contractors Accident Prevention Program, submittals, correspondence, schedule, access to the work site, security requirements, interface requirements, temporary facilities and services, hazards and risks, working after normal hours or on weekends or holidays, assignment of inspectors, representations, special requirements, phasing, and other aspects of this project that warrant clarification and understanding.

1.1.B. Meeting Minutes: It shall be the responsibility of the Contractors CQC System Manager to prepare detailed minutes of this meeting and submit those minutes to the Contracting Officer for approval within three (3) workdays. Any corrections deemed necessary by the Contracting Officer shall be incorporated and resubmitted within two (2) calendar days after receipt. Upon approval of the minutes by the Contracting Officer, the Contractor shall distribute the minutes to all parties present or concerned.

1.2. TRAFFIC:

1.2.A. Protection and Maintenance of Traffic: During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the Host Nation and base authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with regular road traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.2.B. Barricades: Barricades shall be required whenever safe public access to paved areas such as roads or parking areas is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Travel to and from the project site shall be restricted to a route approved by the Contracting Officer.

1.2.C. Host Nation Authorizations, Permits and Licenses: It shall be the Contractor's

responsibility to obtain such local authorizations, permits and licenses necessary to establish his quarry operations, batching operations and haul routes (See Special Clause entitled: COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS).

1.3. RESPONSIBILITY FOR PHYSICAL SECURITY: Prior to mobilization, the Contractor shall submit his proposed means of providing project security to prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft. The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed. The plan shall address in detail the contractors proposed procedures, and organization necessary to produce and maintain effective security within the contract limits twenty-four (24) hours a day seven (7) days a week. This document shall be referred to as the Security Plan submittal (reference section 01335). The plan shall contain the names, photos, and tazkira numbers of security personnel, those personnel with access to weapons and those persons who will be handling or transporting explosives. As part of the security plan, the contractor shall continually submit the coordinates of the contractors base camps, quarries, and current work locations.

1.4. PREPARATION OF AS-BUILT DRAWINGS (CONTRACTOR):

1.4.A. General: Upon completion of each road under this contract, the Contractor shall prepare and furnish as-built drawings to the Contracting Officer. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings, and all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, including all additional work not appearing on the contract drawings, and all changes which are made after any final inspection of the contract work. In the event the Contractor accomplished additional work that changes the as-built conditions of the road after submission of the final as-built drawings, the Contractor shall furnish revised and/or additional drawings and drawing files as required depicting final as-built conditions. The requirements for these additional drawings shall be the same as for the as-built drawings specified in this paragraph.

1.4.B. Final As-Built Drawings: The Contractor shall update the digital contract drawing files to reflect the approved final as-built conditions and shall furnish those updated drawing files and plots of the final as-built drawings to the Contracting Officer. *As-built drawings shall include the addition of the predominant native language of the region in addition to the English language.*

4.B.1. Only personnel proficient in the use of Computer Assisted Design and Drafting (CADD) for the preparation of drawings shall be employed to modify the contract drawing files or prepare new drawing files.

4.B.2. Existing digital drawing files shall be updated to reflect as-built conditions. Independent drawing files containing only as-built information are not acceptable. The modifications shall be made by additions and deletions to the original drawing files, and where additional drawings are necessary, they shall be developed in individual digital files for each new drawing. All additions and corrections to the contract drawing files shall be clear and legible, and shall match the adjacent existing line work and text in type, size, weight, and style. New or revised information placed into the design files shall be placed on the levels and in the colors used for placement of the corresponding initial data. Similarly, the drawing size, title block, and general format of new drawings shall be consistent with the format established by the original drawings.

4.B.3. In the preparation of as-built drawings, the Contractor shall remove "Bubbles" used by the Government to highlight drawing changes made during design/construction. Triangles associated with those earlier drawing changes shall be left on the drawings and the Contractor shall not add triangles to designate modifications associated with representation of the as-built condition. The revision block identification of the drawing modifications shall be left intact and the date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest existing notation. Each drawing shall have the words "DRAWING OF WORK AS-BUILT" in letters 4.5 mm (3/16") high placed below the drawing title portion of the

drawing title block, between the border and the trim line.

4.B.4. The Contractor shall check all final as-built drawing files for accuracy, conformance to the initial drawing scheme and the above instructions. The Contracting Officer will review the drawings and drawing files for conformance to these standards.

4.B.5. The Contractor shall furnish the digital as-built drawing files in the format native to either AutoDesk AutoCAD 2004 or Bentley Microstation version 8 (which is easily convertible in both directions to/from AutoCAD). The Government will only accept the final product for full operation, without conversion or reformatting, in these formats.

4.B.6. Digital drawing files shall be furnished to the Contracting Officer on CD-ROM or other media and format as approved by the Contracting Officer. A transmittal sheet containing the name of the files, the date of creation, the CD-ROM number, and a short description of the contents, shall accompany the CD-ROM.

4.B.7. A sample drawing shall be furnished to the Contracting Officer before delivery of final as-built drawings as a test to demonstrate compliance with the above instructions and file format compatibility with the described CADD software.

4.B.8. One (1) complete set of the updated final Record Copy digital drawing files and one (1) paper plot or copy of the final Record drawings shall be delivered to the Contracting Officer upon completion of each road. If upon review of the final as-built drawings, errors or omissions are found, the drawings and drawing files will be returned to the Contractor for corrections. The Contractor shall complete the corrections and return both the digital files and the as-built prints to the Contracting Officer within ten (10) calendar days.

1.5. CERTIFICATES OF COMPLIANCE: Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company involved and shall contain the name and address of the Contractor, the project name and location, description and the quantity of the items involved, and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material.

1.6. ACCIDENT PREVENTION: The Contractor shall comply with all applicable Host Country laws and with such additional measures as the Contracting Officer may find necessary in accordance with CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV1991)-ALTERNATE 1 (APR 1984). Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1 will be applied to all work under this contract. The referenced manual may be obtained from the Contracting Officer at the jobsite or from the Afghanistan Engineer District at Kabul, Afghanistan.

1.6.A. Accident Prevention Program: Within fifteen (15) days after award of this task order, and at least ten (10) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan required by the CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)- ALTERNATE I shall be submitted for review by the Contracting Officer. The Contractor shall not commence physical work at the site until the Accident Prevention Plan (APP) has been reviewed and accepted by the Contracting Officer. The APP shall meet the requirements listed in Appendix "A" of EM385-1-1. The program shall include the following: TAC Form 61 " Accident Prevention Program Hazard Analysis (Activity Hazard Analysis)" fully completed and signed by an executive officer of the company in block No. 13. The Activity Hazard Analysis is a method in which those hazards likely to cause a serious injury or fatality are analyzed for each phase of operations. Corrective action is planned in advance, which will eliminate the hazards. An analysis is required for each new phase of work. On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan rather than presenting the complete analysis. If the plan is to be presented in phases, a proposed outline for future phases must be submitted as a part of the initial Accident Prevention Plan submittal.

Accident Prevention Plans will be reviewed for timeliness and adequacy at least monthly with a signature sheet signed and dated documenting that these reviews took place. Accident Prevention Plan shall include a copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

1.7. HAZARDOUS MATERIALS: Should the Contractor encounter asbestos or other hazardous materials, during the construction period of this contract, he shall immediately stop all work activities in the area where the hazardous material is discovered. The Contractor shall then notify the Contracting Officer; identify the area of danger; and not proceed with work in that area until given approval from the Contracting Officer to continue work activities. Hazardous material is considered to be asbestos, explosive devices, toxic waste, or material hazardous to health and safety. The Contractor shall secure the area from daily traffic until it is safe to resume normal activities.

1.8. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:

1.8.A. General: This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984. The listing below defines the anticipated monthly unusually severe weather for the contract period and is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project. The schedule of anticipated unusually severe weather will constitute the baseline for determining monthly weather time evaluations. Upon award of this contract and continuing throughout the contract each month, actual unusually severe weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated unusually severe weather in the schedule below. The term "actual unusually severe weather days" shall include days actually impacted by unusually severe weather. The Contractor's schedule must reflect the anticipated unusually severe weather days on all weather dependent activities.

1.8.B. MONTHLY ANTICIPATED UNUSUALLY SEVERE WEATHER CALENDAR DAYS:

8.B.1. January	4 Days
8.B.2. February	2 Days
8.B.3. March	2 Days
8.B.4. April thru December	0 Days

1.8.C. Time Extensions: The number of actual unusually severe weather days shall be calculated chronologically from the first to the last day in each month. Unusually severe weather days must prevent work for fifty percent (50%) or more of the Contractor's workday and delay work critical to the timely completion of the project. If the number of actual unusually severe weather days exceeds the number of days anticipated in the paragraph above, the Contracting Officer will determine whether the Contractor is entitled to a time extension. The Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984.

1.8.D. Other Delays: Construction delays due to full or partial base closures due to incidents such as demonstrations, civil unrest and outright attacks will be examined on an individual basis for consideration of time extensions.

1.9. COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS: The laws of Host Country may prohibit access to certain areas of the country that are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government.

1.9.A. Contractor's Responsibilities: The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his

own cost of performance of the contract and for including sufficient amount in the contract price:

- 9.A.1. Official language and type of accounts required to satisfy the officials of the Local Government.
- 9.A.2. Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
- 9.A.3. Passports, health and immunization certificates, and quarantine clearance.
- 9.A.4. Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
- 9.A.5. Strikes, demonstrations and work stoppage.
- 9.A.6. Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
- 9.A.7. Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
- 9.A.8. Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
- 9.A.9. Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
- 9.A.10. Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.
- 9.A.11. Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.
- 9.A.12. Sales within the host country of Contractor-owned materials, and equipment.
- 9.A.13. Special licenses for physicians, mechanics, tradesmen, drivers, etc.
- 9.A.14. Identification and/or registration with local police of imported personnel.
- 9.A.15. Stamp tax on documents, payments and payrolls.
- 9.A.16. NOT USED
- 9.A.17. Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

1.9.B. Contractor Vehicles: Contractor vehicles shall be maintained in a good state of repair, shall be insured, licensed and registered in accordance with Afghan Law.

1.10. PUBLIC RELEASE OF INFORMATION:

1.10.A. **Prohibition:** There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, purchase order, or other documents resulting there from without the prior written approval of the Contracting Officer.

1.10.B. **Subcontract and Purchase Orders:** The Contractor agrees to insert the substance of this clause in all purchase orders and subcontract agreements issued under this contract.

1.11 RIGHT-OF-WAY (ROW) & LAND ACQUISITION:

1.11.A **COMMUNITY COORDINATION:** In accordance with specification 01010 (SOW), section 1.2, the contractor is required to meet with local and provincial officials. At these meetings the required road width and road ROW shall be brought up as a subject and discussed.

1.11.B **CONTRACTOR RESPONSIBILITIES:** It is the responsibility of the contractor to verify required road ROW and resolve all ROW issues that arise for the project. It is within the Design-Build scope to

propose alternate routes when land issues cannot be resolved. The contractor shall keep the Government informed of all ROW and real estate issues both resolved and unresolved for the duration of the contract in a timely manner.

1.12 ATTACHMENTS:

1.12.A TAC FORM 61 - Accident Prevention Program Hazard Analysis

-- End of Section --

(End of Summary of Changes)