

AMENDMENT OF SOLICITATION			1. CONTRACT ID CODE N/A	PAGE OF PAGES 1
2. AMENDMENT NO. 0003	3. EFFECTIVE DATE 23 AUG 2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) DACW09-02-B-0010	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		
U.S. ARMY ENGINEER DISTRICT, LOS ANGELES P.O. BOX 532711 LOS ANGELES, CALIFORNIA 90053-2325				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(<input checked="" type="checkbox"/>)	9A. AMENDMENT OF SOLICITATION NO. DACW09-02-B-0010
			(<input checked="" type="checkbox"/>)	9B. DATED (SEE ITEM 11) 3 SEPT 2002 (Bid Opening Date)
				10A. MODIFICATION OF CONTRACTS/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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 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 (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

PHASE 1A, RIO SALADO ENVIRONMENTAL RESTORATION, MARICOPA COUNTY, ARIZONA

4 Encls:

- REVISED SECTION 00010 - (Section 00010 BID SCHEDULE)
- REVISED SECTION 00800 - (Section 00800 SPECIAL CONTRACT REQUIREMENTS)
- REVISED DRAWING; District File No. 471-0329 (Sheet 80)
- REPLACEMENT DRAWING: District File No. 471-0335 (Sheet 86)

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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

SECTION 00010

BID SCHEDULE

PART 1 GENERAL

1.1 Base Bid (Item 0001 through Item 0064)

Item	Description	Quantity	Unit	Unit Price	Amount
0001	Clearing, Grubbing, and Demolition	1	Job	L.S.	_____.
0002	General Site Excavation for Project Facilities				
0002A	First 20,000 cubic yards	20,000	Cu.Yd.	_____	_____.
0002B	Over 20,000 cubic yards	3,468	Cu.Yd.	_____	_____.
0003	General Site Fills and Embankments for Project Facilities				
0003A	First 70,000 cubic yards	70,000	Cu.Yd.	_____	_____.
0003B	Over 70,000 cubic yards	17,452	Cu.Yd.	_____	_____.
0004	Excavation and Disposal of Construction Debris, Household Waste, Inert Material, and Mixed Waste				
0004A	First 2000 cubic yards	2,000	Cu.Yd.	_____	_____.
0004B	Over 2000 cubic yards	400	Cu.Yd.	_____	_____.
0005	Storm Drain Piping and Structures	1	Job	L.S.	_____.
0006	Debris Screen Drop Structure	1	Job	L.S.	_____.
0007	Fence	4,000	Lin.Ft.	_____	_____.
0008	Shotcrete Lined Canal	2,729	Sq.Yd.	_____	_____.
0009	LLDPE Lined Canal	1,711	Sq.Yd.	_____	_____.
0010	Canal Control Structure	13	Each	_____	_____.
0011	Canal Feed Splitter Box	1	Job	L.S.	_____.
0012	Canal Gravity Piping	190	Lin.Ft.	_____	_____.

Item	Description	Quantity	Unit	Unit	
				Price	Amount
0013	Canal Pump Station Discharge Piping (6")	530	Lin.Ft.	_____	_____.
0014	Canal Pump Station Discharge Piping (4")	1,132	Lin.Ft.	_____	_____.
0015	Canal Transfer Pump Station	2	Each	_____	_____.
0016	Pressurized Water Distribution Piping (8")	399	Lin.Ft.	_____	_____.
0017	Pressurized Water Distribution Piping (12")	7,658	Lin.Ft.	_____	_____.
0018	Pressurized Water Distribution Piping (16")	350	Lin.Ft.	_____	_____.
0019	Pressurized Water Distribution Piping Connected to Bridge (12")	1,185	Lin.Ft.	_____	_____.
0020	Connection to Future High Pressure Sprinkler	13	Each	_____	_____.
0021	Water Distribution Pumping Station	1	Job	L.S.	_____.
0022	Production Well RSPW No. 1	1	Job	L.S.	_____.
0023	Completion of Production Well RSPW No. 2	1	Job	L.S.	_____.
0024	Reservoir Liner and Edge Treatment	1	Job	L.S.	_____.
0025	Reservoir Plantings- Emergent Marsh I	0.03	Acre	_____	_____.
0026	Reservoir Plantings- Emergent Marsh II	0.02	Acre	_____	_____.
0027	Reservoir Plantings- Transitional Marsh	0.01	Acre	_____	_____.
0028	Reservoir Plantings- Floating Aquatics	0.02	Acre	_____	_____.
0029	Wetlands Liners	30,606	Sq.Yd.	_____	_____.
0030	Wetlands Plantings- Emergent Marsh I	0.66	Acre	_____	_____.

Item	Description	Quantity	Unit	Unit	
				Price	Amount
0031	Wetlands Plantings- Emergent Marsh II	0.74	Acre	_____	_____.
0032	Wetlands Plantings- Emergent Marsh III	0.47	Acre	_____	_____.
0033	Wetlands Plantings- Typha Species	0.06	Acre	_____	_____.
0034	Wetlands Plantings- Transitional Marsh	0.61	Acre	_____	_____.
0035	Wetlands Plantings- Floating Aquatics	0.05	Acre	_____	_____.
0036	Wetlands Plantings- Open Water Deep Zone Submerged	0.27	Acre	_____	_____.
0037	Wetlands Piping and Control/ Drainage Structures	1	Job	L.S.	_____.
0038	Decomposed Granite	10,142	Sq.Yd.	_____	_____.
0039	Seeding	1,308,279	Sq.Ft.	_____	_____.
0040	Transplanting of Pine Trees	66	Each	_____	_____.
0041	Transplanting of Native Trees	30	Each	_____	_____.
0042	Planting of 1 gallon plants	4,256	Each	_____	_____.
0043	Planting of 5 gallon plants	4,741	Each	_____	_____.
0044	Planting of 15 gallon plants	2,081	Each	_____	_____.
0045	Planting of 24" box plants	502	Each	_____	_____.
0046	Overbank and Gateway Permanent Drip Irrigation System	1	Job	L.S.	_____.
0047	Terrace and Slope Temporary Drip Irrigation System	1	Job	L.S.	_____.
0048	Plant Establishment (12 months duration)	1	Job	L.S.	_____.
0049	Staging Area Sitework	1	Job	L.S.	_____.
0050	Maintenance Road Base Course	7,111	Cu.Yd.	_____	_____.

Item	Description	Quantity	Unit	Unit	
				Price	Amount
0051	Maintenance Road Asphaltic Concrete	890	Tons	_____	_____.
0052	Undercrossing Gabion Retaining Wall	4,428	Sq.Ft.	_____	_____.
0053	Concrete Walks/Cast Concrete Seat Walls	14,786	Sq.Ft.	_____	_____.
0054	Decomposed Granite Pathways	2,075	Sq.Ft.	_____	_____.
0055	Main Entry Gate	2	Each	_____	_____.
0056	Pedestrian Bridge	1	Each	_____	_____.
0057	Seating Node Area	1	Job	L.S.	_____.
0058	Interpretive Staging Area	1	Job	L.S.	_____.
0059	Sewer System	1	Job	L.S.	_____.
0060	Potable Water System	1	Job	L.S.	_____.
0061	Restroom Building	1	Job	L.S.	_____.
0062	Overlook A on North Bank	1	Job	L.S.	_____.
0063	Overlook B on South Bank	1	Job	L.S.	_____.
0064	Waterfall	1	Job	L.S.	_____.
1.2 Optional Bid Items					
0065	Gateway Gabion Retaining Wall	9,240	Sq.Ft.	_____	_____.
0066	Gateway Hardscape	1	Job	L.S.	_____.
0067	Gateway Canopy Structure	1	Job	L.S.	_____.
0068	Gateway Electrical	1	Job	L.S.	_____.
0069	Additional Plant Establishment Period	12	Months	_____	_____.

TOTAL ESTIMATED AMOUNT \$_____.

BIDDERS NOTES:

Abbreviations:

Lin.Ft. = Lineal Feet
Sq.Ft. = Square Feet
Sq.Yd. = Square Yard
Cu.Yd. = Cubic Yard
L.S. = Lump Sum

1. All extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.

2. If a modification to a bid based on unit prices is submitted which provides for a lump sum adjustment to the total estimated amount, the application of the lump sum adjustment to each unit price in the Price 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 Price Schedule.

3. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the Price Schedule as submitted by the bidder:

- a. Obviously misplaced decimal points will be corrected;
- b. In case of discrepancy between the unit price and the extended price, the unit price will govern;
- c. Apparent errors in extensions of unit prices will be corrected;
- d. Apparent errors in addition of lump sum and extended prices will be corrected.

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

5. The lump sum "L.S." line items in the Price Schedule are not "Estimated Quantity" line items and are not subject to the "Variation in Estimated Quantity" contract clause.

6. The Contract Clause 52.232-27, "Prompt Payment for Construction Contracts" requires that the name and address of the contractor official, to whom payment is to be sent, be the same as that in the contract or in a proper Notice of Assignment.

7. Principal Contracting Officer. The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Los Angeles District, contracting within his authority, may take formal action on this contract when the Principal Contracting Officer is unavailable and the action needs to be taken.

8. Amounts and prices shall be indicated in either words or figures, NOT BOTH.

9. Payment of Electronic Funds Transfer (EFT) is the mandatory method of

payment. The Contractors attention is directed to Contract Clause "52.232-33 Mandatory Information for Electronic Funds Transfer" located in Section 00800 SPECIAL CONTRACT REQUIREMENTS.

10. The bidder shall distribute his indirect costs (overhead, profit, bond, etc.,) over all items in the Price Schedule. The Government will review all submitted Price Schedules for any unbalancing of the items. Any submitted Price Schedule determined to be unbalanced may be considered non-responsive and cause the bidder to be ineligible for contract award.

11. The bidder shall furnish all plant, labor, material, equipment, etc., necessary to perform all work in strict accordance with the terms and conditions set forth in the contract in include all attachments thereto.

12. Some quantities are ESTIMATED, the bidders prices MUST BE FIRM.

13. Bidder is cautioned to check his Price Schedule carefully prior to submission. If the Price Schedule contains unit prices, they should be round off to the second decimal point only NOT EXTENDED FUTHER.

14. At the formal bid opening for this solicitation, all hand carried bids submitted prior to 12:45 p.m. on the bid opening date will be accepted in Room 980 by available personnel. For the time period 12:30 p.m. to 1:00 p.m., bids must be submitted to Room 980, to the bid-opening officer only. Bids will not be accepted by any other personnel or at any other location. No bid will be accepted after 1:00 p.m. The official bid opening time will be called by the Bid Opening Officer.

15. Contractor is required to fill in Cage code (Reference Section 00600, entitled "Required Central Contractor Registration" Mar 1998) and DUNS Number (Reference Section 00600 REPRESENTATIONS & CERTIFICATIONS, paragraph entitled, "Data Universal Numbering System (DUNS) Number" Jun 1999) in Block No. 15 on Standard Form 1442, Name and Address Block (Cage Code under Code and DUNS No. under Facility Code respectively).

16. Bidders are to submit prices on all line items in the Base Bid (0001 through 0064). **In addition, bidders must submit prices on all of the Optional Bid Items (0065 through 0069).** The Government contemplates award of one contract to the responsive, responsible bidder who submits the lowest bid for the **Base Bid and Optional Items.**

CERTIFICATE OF CORPORATE PRINCIPAL

1) IF THE OFFEROR IS A JOINT VENTURE, COMPLETE THE FOLLOWING:

_____	_____	_____
(Company Name)	(Signature)	(Title)

_____	_____	_____
(Company Name)	(Signature)	(Title)

_____	_____	_____
(Company Name)	(Signature)	(Title)

2) IF THE OFFEROR IS PARTNERSHIP, LIST FULL NAME OF ALL PARTNERS:

_____	_____	_____
(Company Name)	(Signature)	(Title)

_____	_____	_____
(Company Name)	(Signature)	(Title)

_____	_____	_____
(Company Name)	(Signature)	(Title)

3) IF THE OFFEROR IS A CORPORATION, THE FOLLOWING CERTIFICATION SHOULD BE COMPLETED:

CERTIFICATION AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as principal in the within contract; that _____, who signed the said contract on behalf of the principal, was the _____ of the corporation; that I know his signature and that his signature is genuine; and that said contract was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

CORPORATE PRINCIPAL

CORPORATE SEAL

SECRETARY

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

-- End of Section --

Section 00800

Special Contract Requirements

- 52.01-4001 CONTRACT ADMINISTRATION DATA**
- 52.0028-4001 REQUIRED INSURANCE**
- * 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**
- 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)**
- 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)**
- 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**
- 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)**
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)**
- 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)**
- EFARS 52-231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)**
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**
- * 52.232-4001 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995) EFARS 52-232-5002**
- 52.236-4 PHYSICAL DATA (APR 1984)**
- 52.236-16 QUANTITY SURVEYS (APR 1984) - ALTERNATE I (APR 1984)**
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)**
- EFARS 52.236-5000 PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1995)**
- EFARS 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS**
- 252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)**

*** DENOTES CHANGES**

Section 00800

Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.01-4001 CONTRACT ADMINISTRATION DATA

The Contract Administration Office for this contract subsequent to award is:

Department of the Army
Los Angeles District, Corps of Engineers
P.O. Box 532711
Los Angeles, California 90053-2325

ATTN: (Sandra Oquita)
Telephone No: (213 452-3249)

Payment will be made by:

USACE Finance Center
ATTN: CEFC-AO-P
5270 Integrity Drive
Millington, TN 38054-5005

Submit Invoices to:

Road Runner Resident office
7046 Fighter Country Avenue
Luke Air Force Base

52.0028-4001 REQUIRED INSURANCE

Insurance is required as follows:

a. Either Workman's Compensation or Employer's Liability Insurance with a minimum limit of \$100,000.00.

b. General Liability. The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form or policy of at least \$500,000.00 per occurrence.

c. Automobile Liability Insurance for Bodily Injury and Property Damage with minimum limits of \$200,000.00 for injury or death of any one person; \$500,000.00 for each accident or occurrence of bodily injury liability; and \$20,000.00 for each accident or occurrence for property liability.

d. In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the installation is located requires higher limits, the Automobile Liability Insurance Policy should provide coverage of at least those limits.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Office a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 10 days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts.

*** 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 **the number of** calendar days after the Contractor receives the notice to proceed **as set forth in the schedule below**. The time stated for completion shall include final cleanup of the premises.

Item of Work	Commencement Time in Calendar Days After Receipt of Notice to Proceed	Completion Time in Calendar Days After Receipt of Notice to Proceed
BASE BID (Item 0001 Through Item 0064)	10	360
OPTIONAL ITEMS (Item 0065 Through Item 0069)	90	270

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ 1,350.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely

to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
[Insert Goals]	[Insert Goals]

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of

\$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the **City of Phoenix, Maricopa County, Arizona.**

(End of provision)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of

issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial

institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$_____. This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 Performance and Payment Bonds--Construction (JUL 2000)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the

list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

EFARS 52-231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

(a) Allowable costs 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 VII. Working conditions shall be considered to be average for determining equipment rates using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

(b) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

(c) When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the contractor grants to the contracting officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the contractor shall certify that the equipment costs of pricing data submitted are accurate, complete and current.

(End of clause)

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

*** 52.232-4001 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995) EFARS 52-232-5002**

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of **\$100,000.00** has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided

by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payment beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payment in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.
(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by
[insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions (insert a summary of weather records and warnings).

(c) Transportation facilities (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) (insert other pertinent information).

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984) - ALTERNATE I (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The

Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

EFARS 52.236-5000 PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1995)

Should this contract be terminated as provided in clause 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

(End of clause)

EFARS 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total costs basis, the following principals will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable and unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Statement)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
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(End of clause)