

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 07-Mar-2011	4. REQUISITION/PURCHASE REQ. NO. N62478-09-MR-57995		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVFAC HAWAII 400 Marshall RD, Bldg A-4 Pearl Harbor HI 96860-3139 stanley.motosue@navy.mil 808-474-0600	CODE N62478	7. ADMINISTERED BY (If other than Item 6) NAVFAC HAWAII 400 Marshall RD, Bldg A-4 Pearl Harbor HI 96860-3139		CODE N62478	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) J. M. Waller Associates, Inc. 9249 Old Keene Mill Road Burke VA 22015-4202		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4399-HC01
		10B. DATED (SEE ITEM 13) 16-Mar-2009
CAGE CODE 0R019	FACILITY CODE 627009152	

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 one (1) copy 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 ACKNOWLEDGEMENT 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)

SEE SECTION G

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, CHANGES-FIXED PRICE (AUG 1987) - ALTERNATE II (APR 1984)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Deborah M. Nicholson, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STANLEY Y MOTOSUE, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Deborah M. Nicholson (Signature of person authorized to sign)	15C. DATE SIGNED 02-Mar-2011	16B. UNITED STATES OF AMERICA BY /s/STANLEY Y MOTOSUE (Signature of Contracting Officer)	16C. DATE SIGNED 07-Mar-2011

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to ... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
2000	OTHER	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
2000	Perform construction surveillance services for NAVFAC Hawaii for a 12-month period, in accordance with the Performance Work Statement, terms, and conditions. (OTHER)	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1. Project Information.

1.1 Basis of Award. The work described in the paragraphs below will be awarded on a lump sum fixed price basis.

1.2 Requirements. Provide construction surveillance personnel, including prime contractor management and administrative support based for a 12 month base period from March 1, 2009 to February 28, 2010 (note start of 12 month period can be mutually adjusted based upon actual contract award):

1.2.1 1 ea Construction Surveillance Engineer for ROICC Kaneohe– 40 hours per week.

1.2.1.1 Current representative list of projects assigned include:

N6247809C1485 - HI0704M Repairs to Auto Org Shop, B3017, MCBH
N62478-05D2264 - 0034 - Install Solar Hot Water System (B386) & Lighting (B375)
N62478-05D2264 - 0036 -Asphalt Road Repairs 3rd Street
PND Project (WR171075) - HI0765M B220 & HI0767M B221 Water/Waste Repairs, Restroom Rehab, Arch Repairs
PND Project (WR171077) - HI0769M B222, HI0771M B223, and HI0773M B224, Water/Waste Repairs, Restroom Rehab, Arch Repairs
PND Project (WR171068) - HI0810M Repair AAV Parking Area Adjacent to & HI0811R Construct New Wash Rack, B1284
PND Project (WR60748) - HI1005R Air Conditioning Pollack Theater, B 4
N6247807D4007 - 0007 HI0707M, Replace Waterlines Mokapu to B550 & HI0709M, Replace Waterlines Harris/Selden/3rd
N6247807D4003 - 0003 HI0708M, Replace Waterlines Harris/Mokapu Road

1.2.2 1 ea Construction Surveillance Engineer for FEAD Pearl Harbor – 40 hours per week.

1.2.2.1 Current representative list of projects assigned include:

N6247805D2295-0045 - Replace Windows Power Plant, Bldg 81, RTTF Lualualei
N6247805D2294-0034 - Replace Halon 1301 Fire Extinguishing System
N6247808C1475 - Renovate Restrooms & Showers, B346, Makalapa
N62478-09-R-1484, P202, Staging Area, FISC Pearl
WR# 902006 D/B Security Improvements at Bravo Piers
WR# 708000 BQ Whole Room Changeout

1.2.3 1 ea Construction Surveillance Engineer for ROICC Wahiawa – 40 hours per week.

1.2.3.1 Current representative list of projects assigned include:

N6247805D2288 - 0009 Paint Building 261
N6247805D2293 - 0036 Seal concrete, cold joint in underground HF receiver Bldg. 12A
N6247805D2295 - 0041 Modify Air Conditioning Systems, Bldg. 261
N6274207C1329 - FY03 MCON P-010 Hawaii Regional Security Operations Center (HRSOC)
N6274208C1300 - FY08 P-173 Construct Communication Center

1.2.4 Perform work in accordance with the paragraphs below: 2 - General Requirements, 3 – Special Clauses, 4 – Schedule of Construction Surveillance Service, 5 – Construction Cost Estimating Services, 6 – Construction Photographic Services, 7 – Record Drawing Services, 8 – Spot Checks and Constructability Reviews

1.2.5 If events warrant or work load shifts, the government has the option of relocating the construction

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surveillance engineers to its other field offices on Oahu at no additional costs.

2. GENERAL REQUIREMENTS.

2.1 Project Information/Scope. The Construction Surveillance Contractor (CSC), shall provide construction surveillance services including, but not limited to those described below, to assure that construction is being performed in compliance with the contract documents.

2.2 Non-personal Service Statement. The CSC shall not provide personal services. CSC employees performing services shall be controlled, directed, and supervised at all times by management personnel of the CSC. CSC management shall ensure that employees properly comply with the performance work standards outlined in the statement of work. CSC employees shall perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the statement of work may not be interpreted or implemented in any manner that results in any CSC employees creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will perform the inspection and acceptance of the completed work.

2.3 Other Policies Concerning Contractor Personnel

2.3.1 When performing work associated with this statement of work, CSC personnel shall make clear to all individuals they deal with that they are contractor employees and not DoD employees.

2.3.2 CSC personnel shall not manage, supervise or task DoD civilian employees or military personnel while performing the tasks within this statement of work. CSC personnel shall not make any commitment for the expenditure of US Government resources.

2.3.3 CSC personnel shall be required to safeguard data files and output products, regardless of format or medium, in accordance with appropriate security measures for classification of data being handled within NAVFAC HI (see DoD Regulation 5200.1, OPNAVINST 5500.2). CSC personnel shall also safeguard Privacy Act Information in accordance with existing regulations.

2.4 Security Requirements. The CSC shall comply with all federal, state, and local security statutes, regulations, and requirements. The CSC shall become acquainted with and comply with all Government regulations as posted, or as requested by the Contracting Officer when required to enter a Government site. The CSC shall ensure that all security/entrance clearances are obtained.

2.4.1 Security Clearances. The CSC shall obtain all required corporate and personnel Secret Level Security Clearances prior to commencement of work. The CSC shall ensure that Security Clearances are maintained current.

2.4.2 Automated Information Systems (AIS) Security. CSC employees shall complete an initial Government security awareness and Information Assurance (IA) training and thereafter must complete annual IA refresher awareness training to maintain an active user account. At the end of contract performance, the CSC shall ensure that any/all expired and/or temporary network user accounts and access cards are returned to the Government during a scheduled debriefing and/or exit meeting.

2.4.3 Identification Badges. The Government will issue DoD Common Access Card (CAC)/ base access badges without charge. CSC employees must be able to obtain CAC in accordance with security requirements. Employees shall display CAC over the front of the outer clothing when CAC is not in use.

2.5 Work Schedule. The Government will establish the CSC personnel work schedule, which will be inter-scheduled with in-house Government personnel. The normal work shifts shall be 7:00 AM – 3:30 PM (1/2 hour lunch break). Federal holidays and weekend days are not regular work days. The time for lunch period will be agreed upon by CSC and the Government. Depending on the workload or tasks at hand, work hours are flexible with prior approval. 10 vacation/sick leave days are allowed for each contract personnel. Lunch/dinner break, holidays, vacation/sick leave time, and time and tuition for off-site training for the CSC personnel will not be paid by the Government. The Government may make deductions pursuant to the CONSEQUENCES OF CONTRACTOR'S

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FAILURE TO PERFORM REQUIRED SERVICES Clause in Section E for Contractor employees being absent above the normal vacation/sick leave time.

2.5.1 Observed Federal Holidays. The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

2.6 Construction Surveillance Contractor's Responsibility. The overall management responsibility for the administration of a construction contract resides with the Facility Engineering & Acquisition Department/Resident Officer in Charge of Construction (FEAD/ROICC). The primary responsibility of the CSC is to furnish the FEAD/ROICC or their designated Government representatives with documentation indicating whether the construction conforms to the contract requirements. The CSC has no authority to direct the construction contractor(s) in any way regarding methods or procedures and shall not interfere with methods of performance unless life and/or property are endangered. The FEAD/ROICC or its designated Government representative will be responsible for and sign, all correspondence and specific directives to the contractor(s).

2.7 Personnel. The CSC shall provide technically competent and appropriately qualified personnel for construction surveillance. The construction surveillance personnel shall be U.S. registered professional engineers or architects with a minimum of five years construction engineering or construction management experience; have knowledge of construction scheduling methods and of building and construction crafts since detailed construction surveillance shall be made to verify that specific workmanship is obtained; shall be proficient in computer software such as Word, Excel, Powerpoint, Primavera Suretrak/P3/P6; will assess jobsite performance and shall have as a minimum completed the OSHA Standards for Construction Industry (OSHA 510) course; shall be U.S. citizens, and possess valid Hawaii drivers license.

2.8 Professional Supervision by CSC. All services provided under this contract shall be performed under the supervision and direction of licensed registered professional engineers or architects of the firm. They shall be responsible for assuring that personnel used in performance of the construction surveillance services have appropriate qualifications for accomplishment of the tasks assigned. The Government may, in writing, require the CSC to remove from the work any of its personnel that the Government reasonably determines are unqualified or otherwise fail to adequately perform tasks assigned to them.

2.9 Applicable Documents. The following documents provide specific and general guidance to perform construction surveillance services under this contract. In providing construction surveillance services, the CSC shall be guided by these documents and the procedures, requirements, and methodology described in the documents shall be used unless they conflict with those in the CSC's scope of work, in which case, the CSC's scope of work shall govern.

2.9.1 Specific Guidance on Safety

EM 385-1-1 U.S Army Corps of Engineers Safety and Health Requirement Manual

2.9.2 General Guidance for Surveillance

NAVFAC P-445, Construction Quality Management June 2000
 NAVFAC Business Management System (BMS)
 NAVFAC Engineering Construction Bulletins (ECB)
 Applicable Local Office Policies
 PACNAVFACENGCOM P-74, A-E Guide for Architect-Engineer Firms Performing Services for the Department of the Navy, Pacific Division, Naval Facilities Engineering Command, November 2002
 NAVFAC Unified Facilities Criteria
 NAVFAC P-1015, Guidelines for Architect/Engineer Construction Surveillance & Inspection (Title II) Services, May 1986
 MIL-HDBK-1190, Facility Planning and Design Guide
 Applicable NAVFAC Design Manuals/Military Handbooks

2.10 Construction Surveillance Conference. Prior to the start of construction surveillance services by the CSC, the FEAD/ROICC will conduct a construction surveillance conference with the CSC to review construction requirements and discuss administrative procedures including: general base orientation, applicable base regulations, base fire, security, and emergency medical procedures, description of the FEC and FEAD/ROICC organizations,

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relationship of the Government to the contractor personnel; and other relevant administrative information. The CSC should be represented by personnel responsible for supervising the construction surveillance services and the CSC.

2.11 Construction Surveillance Orientation. The CSC shall provide an orientation to assure that all new personnel performing construction surveillance services under the contract are able to execute their duties in a competent and effective manner, with minimum time lost in learning their new duties. The orientation shall be provided during the new personnel's first month of employment under their contract and shall include, but not be limited to, instruction in properly completing the forms to be used by construction surveillance personnel; a review of administrative procedures to be used in meeting the requirements of their contract; an explanation of the authorities and responsibilities of the construction surveillance personnel and other personnel in the construction surveillance organization as they relate to their contract; a review of general requirements levied on construction contractors, such as safety requirements, environmental protection requirements, quality control requirements, and labor standards requirements and any necessary training in the actual technical procedures to be used in construction surveillance.

2.12 Government Furnished Resources. The Government will furnish the following to the CSC for use only in connection with their contract:

- Contract documents for each construction contract assigned.
- Samples of forms required to be submitted under their contract.
- Access and use of digital cameras
- Office workstation, workspace, and supplies
- Use of government pool vehicle to visit project sites

2.13 Contractor Furnished Resources. The CSC shall furnish its personnel with all necessary safety equipment such as safety vests, safety shoes, hard hats, mobile phone, and any equipment which may be required to monitor adequately the compliance of the construction contractor with applicable safety regulations.

2.14 Specifications, Standards and Publications. The CSC shall be responsible for obtaining specifications, standards and publications referenced in construction contract documents.

3. SPECIAL CLAUSES.

3.1 Insurance.

3.1.1 The CSC shall procure and maintain during the entire period of their performance under their contract the following minimum insurance:

Type of Insurance	Coverage Per Person	Per Occurrence	Property
Comprehensive General Liability	-	\$500,000	
Automobile Liability	\$200,000	\$500,000	\$20,000

Workmen's Compensation: As required by Federal and State law.

Employer's Liability: \$100,000 except in states where worker's compensation may not be written by private carriers

Other Insurance: As required by State law.

3.1.2 Prior to commencement of work hereunder, the CSC shall furnish to the Contracting Officer 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 for such period as may be prescribed by the laws of the State

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in which their contract is to be performed and in no event less than (30) days after written notice thereof to the Contracting Officer. In addition, the comprehensive general and automobile policies shall contain a provision worded as follows:

“The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy.”

3.1.3 The Contractor agrees to insert the substance of their clause, including paragraph 3.1, and subparagraphs in all subcontracts hereunder.

3.2 Conduct of Construction Surveillance Personnel. All CSC employees and subcontractor personnel are prohibited from engaging in any action which might result in, or reasonably be expected to create the appearance of:

Soliciting or accepting financial or other consideration directly or indirectly from construction contractors performing work for the Naval Facilities Engineering Command (NAVFAC).

Giving preferential treatment to any persons affiliated with construction contractors or suppliers engaged in performing or seeking to perform contracts with NAVFAC.

3.3 Restrictions on CSC. The CSC and its affiliates will not be permitted to compete for construction contracts covered by this construction surveillance contract or being performed at the same time and within the same area covered by the construction surveillance services.

4. SCHEDULE OF CONSTRUCTION SURVEILLANCE SERVICE. For each construction contract for which the CSC is to perform services, the CSC shall perform the specific services listed below:

4.1 Coordinate Requests from Construction Contractor. Coordinate request from the construction contractor for outage requests, excavation permits, burn permits, haul routes and other similar items. This will require liaison with the FEAD/ROICC and appropriate base personnel (Security, Public Works, Fire Department etc.) The CSC shall track status of the various requests and anything pending after five calendar days shall be investigated and a report made to the FEAD/ROICC. This service shall be provided continuously as required during the construction period for each construction contract.

4.2 Attend Meetings and Conferences. This includes attending, taking notes, providing information to the FEAD/ROICC or the FEAD/ROICC's representative at the following meetings, conferences, and briefings:

4.2.1 Preconstruction Conference. The CSC shall attend the preconstruction conference for each construction contract. The location, date and time of the conference will be provided by the PW/FEAD/ROICC by email normally about two weeks prior to the conference. The purpose of the conference is to present to the construction contractor the administrative information necessary for execution of the construction contract, as well as to present a forum in which those personnel involved in the execution, construction surveillance, and administration of the construction contract may meet one another, discuss relationships under the contract, and offer and receive clarification on points related to contract administration. The CSC shall assure attendance of those personnel who will perform on-site construction surveillance of the construction contract. These personnel will be introduced and their functions explained to the construction contractor. Procedures for review of various submittals and payment requests of the construction contractor, including the function of the construction surveillance contractor in the review of these submittals will be explained. Written minutes of the conference will be provided to the CSC, as well as to the construction contractor. The CSC shall keep the firm's notes on the proceeding of the conference insofar as they affect the firm's responsibilities under this contract.

4.2.2 Safety Meetings. The CSC shall attend safety meetings called by the FEAD/ROICC with the construction contractor. At these meetings, the CSC shall be prepared to discuss any safety infractions committed by the construction contractor, with information as to specific paragraphs of the U.S. Army Corps of Engineers Safety Manual violated by the construction contractor, and to offer advice to the FEAD/ROICC on safety matters related to the construction contract. The frequency of these meetings is dependent on the risk exposure of the job and the performance of the construction contractor. The CSC shall plan on there being one safety meeting per month for each construction contract assigned.

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4.2.3 CQC Meetings. Participate with the Government in CQC meetings with the construction contractor. At the beginning of each project, there will be a QC Mutual Understanding meeting to discuss the construction contractor's QC plan. The CSC shall plan on one CQC meeting per week per contract. The execution of the CQC plan by the construction contractor will be discussed at these meetings. The CSC will be called on to provide assessments of the construction contractor's CQC performance.

4.2.4 Other Conferences and Meetings. Attend other conferences called by the Government with the construction contractor to discuss partnering, scheduling, potential claims, Red Zone, specific areas of work or problems during the progress of the construction contract. The CSC shall assure the attendance at these conferences of those personnel directly involved in the area being discussed (specific problem or item) to offer to the Government information and advice on the subject being discussed as the surveillance personnel for the Government.

4.2.5 Provide Construction Briefings and Reports. The CSC shall conduct construction progress briefings once every week for the Government at a location on base. At that time, the CSC shall brief Government personnel on the status of construction as determined by the construction surveillance performed by CSC. In addition to general progress on each construction contract, significant events, problems, starts or completion shall be briefed. The CSC shall provide at this meeting three copies of a Construction Progress report detailing the highlights of the briefing. The report shall be as designated by the Government and may be in any logical format but will list the title and number of each construction contract; percent complete, both actual and scheduled, anticipated completion date, and a brief narrative of progress made during the period reported on as well as significant highlights. The CSC shall also provide informal construction surveillance updates to the Government representatives.

4.3 Review of Submittals. This includes reviewing and providing written comments and recommendations to the FEAD/ROICC on the following:

4.3.1 Progress Schedules and Network Diagrams. Progress charts and schedules are required of construction contractors under FAR clause 52.236-15 entitled "Schedules for Construction Contracts" of the Contract Clauses and Division One of the construction contract and normally are submitted in the form of detailed Suretrak/P3 Critical Path Method (CPM) Network Analysis schedule.

4.3.2 Network Diagrams. When a CPM network analysis is submitted by the construction contractor, it shall be checked by the CSC using the following checklist:

4.3.2.1 Review and analyze the proposed Baseline Schedule, weekly 3-Week Look Ahead Schedules, monthly schedule updates, monthly Schedule Variance Control (SVC) charts and associated reports.

4.3.2.2 Ensure contractor compliance with contract scheduling requirements and accepted scheduling practices.

4.3.2.3 Verify that the construction schedule accurately documents activity progress.

4.3.2.4 Verify that the construction schedule accurately shows the current plan to complete the remaining work.

4.3.2.5 Confirm that the contractor is following the plan for construction shown on the construction schedule.

4.3.2.6 Provide schedule review comments and recommendations for acceptance.

4.3.2.7 Provide early warning when projects begin to slide off schedule.

4.3.2.8 Identify schedule delay factors.

4.3.2.9 Provide possible solutions for mitigating schedule impacts.

4.3.2.10 Monitor resolution of scheduling issues by the contractor.

4.3.2.11 Attend project scheduling meetings with FEAD/ROICC staff and/or contractor.

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4.3.2.12 Prepare and submit project schedule status reports monthly.

4.3.2.13 Provide request for contract modification and equitable adjustment schedule impact assessments.

4.3.2.14 Review the network for logic of dependencies, for logic of the critical path determined by the construction contractor, and logic of durations, activity start and finish times and costs assigned to individual activities.

4.3.3 Submittal Requirements. When schedules are submitted by the construction contractor, the CSC shall submit written comments within 5 working days of receiving the schedule. The CSC shall submit written comments in any appropriate format which presents the schedule, the problem with the schedule, and the recommendation for improving the schedule.

4.3.3.1 Contractor's Safety Plan. The CSC shall review the safety plan submitted to the FEAD/ROICC by the construction contractor. The plan shall be reviewed for compliance with the terms of the construction contract and comments provided to the FEAD/ROICC in the form of a draft email/letter from the FEAD/ROICC to the construction contractor outlining any problems and providing recommendations to bring the plan into conformance.

4.4 Monitor construction work of COC projects for compliance with contract documents. The CSC shall monitor the construction work using as guides those documents listed in this scope of work under the paragraph entitled "Applicable Documents". The CSC shall assure that the quality control management performed by the construction contractor is adequate to assure that construction is in compliance with contract documents. The CSC shall perform checks of the construction to assure adequacy of the construction contractor's quality control. When necessary to assure contract compliance, the CSC shall visit the construction site when the construction contractor is working. While the CSC is not required to have construction surveillance personnel on the construction site during the entire work day, the CSC shall assure that, when necessary, each construction site is periodically visited by construction surveillance personnel of appropriate expertise while the construction contractor is working. If the construction contractor has submitted a CPM Network schedule to the Government, then the CSC shall note on the Construction Representative's Report (CRR) the start and completion dates of each network activity as occurring. The Activity ID for each activity shall be listed as well as the start and completion dates. In addition to performing checks of the construction contractor's quality control, the CSC shall monitor the construction contractor's execution of the CQC plan to assure adequate performance under the requirements of the construction contract. This process of construction surveillance and monitoring the construction, and execution of the CQC plan is referred to as "inspection/surveillance". Problems, deficiencies, or inadequacies with the construction contractor's construction, quality control, or execution of the CQC plan shall be noted by the CSC on the CRR as set forth below. Recommendations for correction of problems, deficiencies, and inadequacies shall be including in the CRR. Items of non-compliance which are not corrected by the construction contractor shall be the subject of a Contract Construction Compliance Notice as set forth below.

4.5 Report instances of non-compliance with safety requirements. The CSC is not responsible for the monitoring or enforcement of safety requirements. However, if the CSC observes an instance of non-compliance, the CSC shall immediately report the non-compliance to the appropriate Government representative and the construction contractor. In addition, the CSC shall draft, for the signature of the appropriate Government representative, a Contract Contractor Construction Compliance Notice for any items of non-compliance. For any operation which poses imminent danger to life or danger of serious disabling injury, that operation shall be halted immediately by the CSC. This is the only instance in which the CSC has any authority or responsibility to issue direction to the construction contractor. If any operation is so halted, the designated Government representative shall be notified immediately by the CSC and the circumstances shall be noted on the CRR and the Contract Construction Compliance Notice.

4.6 Monitor compliance with environmental protection requirements. Monitor the compliance of the construction contractor with the environmental protection requirements of this contract. Note non-compliance on the CRR. Serious incidents of imminent danger to the environment or endangered species shall be brought immediate attention of the appropriate Government representative by telephone.

4.7 Monitor, measurements, assurance surveying. Monitor by witnessing the measurements and assurance surveying performed by the construction contractor. All problems and discrepancies shall be noted on the CRR.

4.8 Monitor materials testing. Monitor all materials testing conducted by the construction contractors and their testing laboratories. Review testing procedures and reports as received from the contractor. Note problems and

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discrepancies on the CRR. Witness and record results of tests which require Government witnessing. For all other tests, which do not specifically require Government witness by terms of the construction contract, perform spot checking. Spot check by witnessing and recording results of some of those tests for each construction contract. Recommend to the Government acceptance or rejection of all testing.

4.9 Witness testing of waste, gas, water, electrical, heating, ventilation, air conditioning, fire protection, elevator, boiler and energy monitoring control systems. Note results on the CRR.

4.10 Review CQC Daily Reports and Production Reports. Review these forms for completeness and accuracy. Note problems and discrepancies on CRR when produced or otherwise in the appropriate location on the CQC or Production report. Continued problems or discrepancies which cannot be resolved shall be specifically pointed out in a timely manner, in writing, to the FEAD/ROICC.

4.11 Monitor the up-dating of Submittal Status Logs. Monitor by reviewing at the job-site office, the construction contractor's updating of the Submittal Status Log. Note discrepancies or problems on the CRR or otherwise in the appropriate location on the CQC or Production report.

4.12 Prepare Construction Representative's Reports (CRRs). Prepare CRRs for each construction contract assigned. The primary document to be provided by the CSC is the CRR. In general, the report will include comments relating to the status of contractor efforts, the quality of these efforts as judged by the inspector, and any conversations, discussions, or other communications with the construction contractor. The CRR will also include a review of the construction contractor's CQC or production report. The CQC and production reports also provide space for the Construction Representative's Remarks and/or Exceptions. Where applicable, remarks and/or exceptions should be entered on the construction contractor's CQC or production reports. If the Construction Surveillance Contractor does not visit a particular construction project on a given day, a CRR should not be completed for that contract that day. In such cases, the Construction Surveillance Contractor should use the aforementioned space for remarks and/or exceptions on the CQC or production report. These reports are key documents and their adequacy as far as documentation of the work undertaken by the construction contractor cannot be over emphasized. They must be complete in all regards with adequate reference to everything going on that may impact the progress or quality of the work. In cases where the CQC reports or production reports are reviewed and the Construction Surveillance Contractor has a difference of opinion, such shall be noted in the CRR and under the Remarks and/or Exceptions space to inform the designated Government representative for the contract. Also on CQC or production reports, the CSC will review all test results for compliance with the construction contractor's CQC plan and the plans and specifications. CRRs shall be submitted to the FEAD/ROICC within 24 hours after the site visit.

4.13 Notify FEAD/ROICC of Possible Labor Standards Violations. Bring to the immediate attention of the FEAD/ROICC any instances where it is suspected that the construction contractor is in violation of the Labor Standards Provisions of the contract.

4.14 Review and Comment on Contractor's Requests for Payment. Complete, together with the construction contractor's representative, the monthly field pay estimate worksheet for each construction contract. The purpose of the monthly field pay estimate is to compute the value of work for which the construction contractor should be paid. Forward immediately to the appropriate FEAD/ROICC the mutually agreed upon pay estimate. Review construction contractor's monthly invoice together with monthly updates of contractor's progress schedule, Schedule Control Variance for logic, accuracy, and appropriateness. Make written notations to the FEAD/ROICC on monthly progress payments. The CSC shall provide comments within one working day of receipt of construction contractor's invoice. The CSC may be required to inspect material stored off-site for which the construction contractor requests payment.

4.15 Notify FEAD/ROICC of Disagreements or Discrepancies. Bring to the attention of the designated Government representative, in writing, any disagreements with the construction contractor relative to contract requirements and/or discrepancies found in the plans and specifications as well as recommended solutions.

4.16 Notify FEAD/ROICC of Major Problems. Notify the designated Government representative by telephone of any major project problems requiring immediate resolution. Provide written documentation in email/letter format as a follow up to the telephonic notification. In the email/letter, cite the appropriate construction contract title and number, and reference time and date of telephone conversation. If appropriate, a photograph shall be attached to the written follow-up. The written follow-up shall reference the photograph and shall contain an explanation of what the photograph shows.

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4.17 Prepare Contract Construction Compliance Notices (CCCN). In cases where the CSC sees that workmanship and/or material are not in compliance with the construction contract documents, safety infractions or non compliance of ongoing work, a Contract Construction Compliance Notice should be prepared for the designated signatures. A photograph shall be taken of any physical construction deficiency by the CSC and attached to the compliance notice. Upon completion of the Contract Construction Compliance Notice, the CSC is to provide same to the designated contractor representative and expeditiously provide same to the appropriate Government representative. The CSC should maintain the status reports as necessary using the CRRs. A periodic status of all non-compliance notices should be provided by the CSC as part of reviewing the contractor's request for payment to preclude paying for work that does not meet requirements.

4.18 Assist conducting pre-final inspections. For each construction contract for which the CSC has surveillance responsibility, accompany the Government representative conducting the pre-final inspection. From information gathered at that inspection, prepare a detailed punch list of all items which do not comply with the construction contract or items which have not been completed. The list shall be specific, shall cite the specification paragraph number or construction drawing number when applicable, show locations and shall provide a detailed narrative description of the discrepancy. The list shall reference the construction contract number and title and the date of the inspection. The list shall be submitted to the FEAD/ROICC within two (2) days after the final inspection.

Prior to recommending to the FEAD/ROICC that final construction contractor payment be made, the CSC shall verify that all discrepancies are corrected and inform the FEAD/ROICC in writing stating that all discrepancies noted at the pre-final inspection and any subsequent inspections have been corrected. The letter shall cite the construction contract number and title and the date(s) of the inspection(s).

4.19 Provide advice for modification negotiations. When requested by the Government, provide advice to the Government personnel preparing for modification negotiations. This may include prepare estimates, review of contractor's cost proposal and prepare negotiation strategy and assisting in negotiations. Verify and inform the Government as to current status, crew sizes, trades and productivity on similar work, actual conditions, areas impacted and potential delays. Follow up oral advice with a written synopsis of advice given.

4.20 Maintain Working Files. Maintain working files by construction contract of all reports, correspondence, etc., generated as result of this contract. These files shall be available to the FEAD/ROICC personnel at any time. Any correspondence, documents, reports, samples, photographs or material collected by the CSC during performance under this contract shall become the property of the Government, and may not be released to anyone outside the FEAD/ROICC organization without specific written authorization of the Government. Any and all requests for access to any such files or materials by any person, agencies, or organizations will be forwarded to the Government for determination. At the completion of each construction contract, all files and materials related to that contract shall be transmitted by the CSC to the FEAD/ROICC.

5 CONSTRUCTION COST ESTIMATING SERVICES.

5.1 General Requirements for Estimates. Whenever tasked by the Government, the CSC shall prepare an independent construction cost estimate for modifications to construction contracts. The CSC shall prepare all cost estimates for proposed changes as requested by the FEAD/ROICC. The estimates shall be prepared in the format specified by the FEAD/ROICC and shall be prepared in sufficient detail to allow item-by-item comparison with the construction contractor's proposal. Estimates will be prepared on the Form NAVFAC 4330/43, which requires a detailed breakdown of materials, labor and equipment, mark-ups and profit. The profit amount will be computed by utilizing the weighted guidelines of DFARS 215.404-70 DD Form 1547 Record of Weighted Guidelines Method Application. Access to or disclosure of information concerning the cost estimate shall be closely held and shall be limited to personnel whose duties require knowledge of the estimate. Under no circumstances shall any cost data used to develop the estimate be discussed with any personnel of any construction contractor. Estimates shall be labeled "For Official Use Only".

5.2 Narrative Assessment. The CSC shall prepare, for each modification cost estimate, a narrative assessment of the impact of the proposed change on the construction contractor's operations. The narrative assessment shall be attached to the cost estimate. The heading of the assessment shall include the construction contract number and title and the (proposed change) number for which the assessment is being prepared. The assessment shall address the probable impact of the change on time to complete the job, extra resources which must be marshaled by the construction contractor, the availability of those resources, impact on current and planned operations, and any technical or supervisory expertise which may be required by the construction contractor to perform the needed work.

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On the CPM Network, address by Activity ID number and description, which specific activities in the network will be affected by the change impact on the affected activity float and the impact on the critical path. The CSC shall also provide an opinion as to the latest date the Government can issue a Notice to Proceed (NTP) to the construction contractor without incurring delays.

5.3 Analysis of Estimates Prepared by Others. When tasked by the Government, the CSC shall prepare and submit to the FEAD/ROICC an independent analysis of the modification estimate prepared by others. The purpose of the analysis is to determine completeness of the estimate and to determine if the assumptions made in the preparation of the estimate reflect actual field conditions and operations. The CSC shall review the estimate for overall completeness and validity of assumptions regarding existing conditions and construction contractor's method of accomplishing the change. The CSC shall provide the designated Government representative with a written evaluation of the results of the analysis along with any recommended revisions to the modification estimate.

6 CONSTRUCTION PHOTOGRAPHIC SERVICES.

6.1 General. The CSC shall take and provide to the Government complete progress, record, and other construction photographs and videos, as indicated below:

6.1.1 Progress Photographs. The CSC shall submit monthly progress photographs for each construction contract. Progress photographs shall show three views of each construction project and shall be taken monthly from consistent vantage points. The vantage points shall be selected so that a true sequence of photographs may be made and the progress of construction may be compared throughout the entire construction period from contract award until Government acceptance of the facility (Beneficial Occupancy). The first set of progress photographs for each contract shall show the construction site before the construction contractor mobilizes on the site.

6.1.2 Completion Photographs. Completion photographs shall be submitted by the CSC on each construction contract actually completed when all construction work is complete and after all temporary structures have been removed and the debris cleared away. These photographs should be taken, whenever possible, from the same vantage points used to take the progress photographs.

6.1.3 Special Construction Operations Photographs. In additions to the progress and completion photographs described above, the CSC shall provide two 4" x 6" glossy color prints of significant construction operations (large concrete pours, placement of major equipment; i.e., generators, boilers, cranes) and problem area for those contracts requiring construction photography. These photographs are to be taken either at the specific direction of the FEAD/ROICC or as the construction surveillance personnel of the CSC note situations requiring photography.

6.1.4 Video. The quality of the video shall be high resolution and transferred to a VHS or DVD format prior to submission to the Government. All video shall include time/date for clear documentation. In no case will the documented event be submitted more than one week after its actual occurrence.

6.1.4.1 The CSC shall submit a detailed video of the existing conditions of the construction site after award of the construction contract, but before commencement of construction. The video shall include all salient features such as existing utilities, pavements, structures and topography. The existing conditions of future construction footprints of buildings, utilities, roadways, parking lots and other definable construction features shall be clearly recorded and documented with an audio script. The script shall include location of the views by station numbers, grid lines or other clearly defined references from the construction plans.

6.1.4.2 Ongoing construction shall be recorded on as needed basis, with care taken to include critical points in each construction activity. The Government may require extensive video documentation of highly sensitive or critical activities. Examples of these activities are steel placement, concrete placement, termite protection installation, framing, connections, electrical panels, plumbing, exterior utility installation, asphaltic concrete placement, testing, installation of major mechanical systems, electrical systems and earthwork.

6.1.4.3 All noncompliant work and the subsequent corrective work will be recorded. The video shall include clear close-ups to ensure the deficiencies are clearly documented.

6.1.4.4 Progress videos will be taken from the same vantage points as the progress photos.

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6.2 Photographs and Videos Property of Government. All photographs, videos produced by the CSC under this contract, whether or not submitted against on of the requirements above, shall become property of the Government and shall be submitted to the FEAD/ROICC.

6.3 Camera and Video Passes. Control of photography and video is governed by regulations of the Base Commanding Officer. Possession and use of cameras by the CSC on the base are subject to those regulations and the CSC is responsible for complying with those regulations. The CSC shall be the responsible for obtaining necessary camera passes from the Base Security Office.

7 RECORD DRAWING SERVICES.

7.1 General Requirements. The CSC shall monitor construction contractor field maintenance of "as-built" drawings.

7.2 Definitions.

7.2.1 Red-line Drawings. Red-line drawings are full size working blue line copies of construction plans marked in red by the construction contractor as construction progresses to show additions, deletions, and changes to the construction plans; previously unknown underground utilities; or other corrections to field conditions indicated on the drawings.

7.2.2 As-built Drawings. As-built drawings are the final red-line drawings. They show the final as-built condition of the facility constructed and are provided by the construction contractor to the Government.

7.3 Monitor As-built Preparation. The CSC shall review preparation of as-built drawings by the construction contractor and shall monitor the construction contractor's posting of changes to the as-built drawings as they occur. The CSC is responsible for assuring the accuracy of the as-built drawings prepared by the construction contractor and is required to notify the FEAD/ROICC if the as-built drawings maintained by the construction contractor are inaccurate or are not being updated.

7.4 Verify As-built Drawings. At the completion of each construction contract for which this service is provided, the CSC shall field check the as-built conditions indicated on as-built drawings provided by the construction contractor. The CSC shall indicate by note and signature that each sheet of the as-built drawings has been checked and is accurate. The CSC shall use not only the as-built drawings maintained by the construction contractor but also observations during construction surveillance to verify changes made from original contract plans.

8 SPOT CHECKS AND CONSTRUCTIBILITY REVIEWS.

8.1 General. The CSC shall perform spot checks for completeness and accuracy of the construction plans and specifications and constructability review of the proposed facility.

8.2 Definitions.

8.2.1 Constructability Review. A review of the construction plans and specifications to determine the constructability of the facility. Such items as the types of materials used, the known or potential interferences to construction, site considerations, etc. are reviewed to determine whether the facility is readily constructible as designed.

8.3 Purpose of the Review. The ultimate purpose in performing these reviews is three fold.

8.3.1 To perform a quality check for the Government to determine the completeness of the product delivered by the design Architect/Engineer.

8.3.2 To eliminate modifications to construction contracts which are caused by conflicts, ambiguities, inaccuracies, omissions, and deficiencies in and between the construction plans and specifications.

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8.3.3 To eliminate construction contract requirement which are impossible or impracticable to build as well as to maximize the constructability as a feasible and readily obtainable objective in the geographic region where the construction is to be performed, recognizing the suitability of materials, availability and capability of the labor forces, and standards of practice of the construction industry in the region.

8.4 Requirements

8.4.1 Checklist. The Government will provide to the CSC a copy of P-446 "Constructability Reviews" as a reference for reviewing plans and specifications. The CSC will develop its own check list to use for checking construction plans and specifications, and add any procedures thought beneficial. The check list developed by the CSC shall take into account the type of construction envisioned by the plans and specifications to be checked, as well as the CSC own inherent organization.

8.4.2 Constructability Review. The CSC shall review the design plans and specifications to determine the constructability of the facility as detailed in the drawings and specifications. In performing this review, consideration shall be given, but not limited to the following:

8.4.2.1 Accurate depictions of site conditions such as access, utilities, general configuration and conformance with approved master plan.

8.4.2.2 Adaptation of designed structures and features to site conditions and constraints.

8.4.2.3 Adequacy of working and storage space and access to the site for all contractors and Government operations as well as provisions for coordination to preclude on-site operational conflicts during construction.

8.4.2.4 Assurances that contract requirement include provisions for environmental protection safeguards with respect to dust control, erosion, salvage and disposal of waste.

8.4.2.5 Appropriateness of contract duration; consideration of the need for a CPM Network Analysis System and relationship to other work planned or underway.

8.4.2.6 Requirements for Contractor Quality Control, adequate submittal requirements and clear responsibility for all submittals approval and testing.

8.4.2.7 Clearly defined procedures for scheduling outages and the feasibility of utility interruptions.

8.4.2.8 Requirements for Government furnished materials and equipment, service/utility connections, equipment phasing and long lead requirements.

8.4.2.9 Availability of materials and labor skills and review of special materials and structural systems available in the area.

8.4.2.10 Assurance that the work can be constructed using methods, materials and equipment common to the construction industry.

8.4.2.11 Provisions for safe and efficient operation of installed equipment.

8.4.2.12 Requirements for operating and maintenance documentation and training.

8.4.3 Reports. The following reports shall be prepared and submitted:

8.4.3.1 Constructability Review Comments. The CSC shall subsequent to the constructability review, prepare recommendations to the FEAD/ROICC in narrative letter format outlining constructability problems within the deadlines established for each review.

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9.1 The Contracting Officer's Representative (COR) and Technical representative in the administration of this project is Clyde Higa, telephone (808) 471-7273 and email address clyde.higa@navy.mil. Keep the COR informed of progress and problems encountered. The CSC shall designate an individual who is directly responsible for and is the contact on all matters pertaining to this contract.

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SECTION D PACKAGING AND MARKING

N/A

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SECTION E INSPECTION AND ACCEPTANCE

Clauses in accordance with the Contractor's Basic SeaPort-e Contract.

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SECTION F DELIVERABLES OR PERFORMANCE

Clauses in accordance with the contractor's basic SeaPort-e contract.

CLIN - DELIVERIES OR PERFORMANCE

The period of performance is estimated at 3/1/09 - 2/28/10.

CLAUSES INCORPORATED BY FULL TEXT:

FAR 52.242-17 --GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted

(1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or

(2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly.

Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed --

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of Clause)

NFAS 5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 15 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

(End of clause)

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SECTION G CONTRACT ADMINISTRATION DATA

Clauses in accordance with the contractor's basic SeaPort-e contract.

TASK ORDER MANAGER

Clyde Higa, NAVFAC HI CI5
400 Marshall Road, Bldg A8
Pearl Harbor, HI 96860
clyde.higa@navy.mil
808-471-7273

INVOICING INSTRUCTIONS

Invoices for all task orders issued under this contract shall be processed in accordance with guidelines set forth in this contract as required by NFAS 5252.232-9301.

The Contractor shall submit invoices monthly, unless otherwise approved, to the Contracting Officer for services performed. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. The contractor shall complete a Certificate of Conformance as shown below and submit it with each invoice. Invoices will be processed for payment upon verification of work actually performed and (1) receipt of required contractor submittals and (2) a copy of a signed certificate of conformance. Invoices shall be submitted using Attachment J-0200000-06.

CERTIFICATE OF CONFORMANCE

I certify that on _____ [insert date] _____ [insert Contractor's name] furnished the supplies or services called for by task order no. _____ in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements and are in the quantity shown on this or on the attached document.

Date of Execution: _____

Signature: _____

Title: _____

CLAUSES INCORPORATED BY FULL TEXT

NFAS 5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

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(End of clause)

NFAS 5252.242-9300, GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

(1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

(2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

(3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

5252.232-9301, INVOICING PROCEDURES ELECTRONIC (NAVFAC October 2008)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988. Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:	
Contract Number	***Fill In***
Delivery Order Number	Fill In
Cage Code/Ext	Fill In

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Pay DoDAAC	N68732
Document Type	Navy Construction / Facilities Management Invoice
	Contact your WAWF Group Administrator for assistance if required.

On the WAWF "Header Tab" the following is required:	
Issue Date	1/9/09
Issue By DoDAAC	N62478
Issue By DoDAAC	N62478
Admin By DoDAAC	N62478
Inspect By DoDAAC/Ext	N62478/PRP232
Ship To Code/Ext or Service Acceptor	N62478/PRP232
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC	N62478/PRP232
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Fill In, if applicable
Accountable Official Email Address	Fill In, if applicable
Operations Assistant (OA) Email Address	Fill In, if applicable
Activity Fund Administrator email Address	Fill In, if applicable


The NAVFAC WAWF point of contact for this contract is Stan Motosue and can be reached at stanley.motosue@navy.mil or 808-474-0600.

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "_" which is an acceptable character. Maximum limit for size of each file is UNDER 2 megabytes. There is NO Maximum limit for size of files per invoice.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF helpdesk at 866-618-5988 or the NAVFAC WAWF point of contact identified above in section (d). (End of clause)

Accounting Data
SLINID PR Number Amount

2000 N62478-09-NR-55156 
LLA :
AA 17 09091804 KU2N 0252 62742 8 068732 2D 522898 AA054399HC01
Standard Number: N0017805D4399

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BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

2000 N62478-09-NR-55156 [REDACTED]
LLA :
AA 17 09091804 KU2N 0252 62742 8 068732 2D 522898 AA054399HC01
Standard Number: N0017805D4399

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Clauses in accordance with the contractor's basic SeaPort-e contract.

NFAS 5252.237-9301, SUBSTITUTIONS OF KEY PERSONNEL (JUN 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

FAR 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (MAY 2004)

(a) *Definition.* "Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.*

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance

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incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

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SECTION I CONTRACT CLAUSES

Clauses in accordance with the Contractor's SeaPort-e Basic Contract.

CLAUSES INCORPORATED BY REFERENCE:

52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
252.232-7010	LEVIES ON CONTRACT PAYMENTS (DEC 2006)

CLAUSES INCORPORATED BY FULL TEXT:

FAR 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

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(End of Provision)

5252.201-9300 - CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(End of clause)

NFAS 5252.209-9300 - ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of clause)

5252.223-9300 - INSPECTION BY REGULATORY AGENCIES (JUN 1994)

(a) Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

(b) Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

(c) The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

(End of clause)

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SECTION J LIST OF ATTACHMENTS