

Fort A.P. Hill Questions – 7/29/2004 Answers – 8/13/04

Section C.4.1 Temporary Connections

Please confirm that, with respect to the providing temporary service to the Army or third party contractors, the Army compensate the contractor for its increased costs incurred in providing this service?

See Clause C.4.1 second paragraph. Compensation may be provided by the Army or by a third party.

Please confirm that the Army will require the party receiving the service to sign a form service agreement with the contractor with appropriate limitations of liability running to the contractor.

The contractor is expected to arrange these details with the party receiving service.

Section C.4.3 Joint Use

Please confirm that the Army will agree to sign a no cost lease agreement with the contractor governing Army pole attachments, and that the contractor shall have the right to lease other attachments to third parties, subject to Army consent of non interference.

The cited clause addresses joint use. If the offeror seeks to include additional terms it may propose them.

The poles do not belong to the Army, therefore, the Army can not grant a lease for use of non-Army poles.

Section C.5.1.3 Placement of Utility System

Please clarify under what circumstances the contractor will and will not be entitled to additional compensation in performing Army requested placements of new or renewal utility systems overhead or underground.

Placement of overhead lines underground would result in additional compensation if the new placement would result in additional costs and the requirement for undergrounding was not previously included in the contract.

We are uncertain of the circumstances under which the contractor would be required to place water or sewer lines overhead.

Are there any nuclear materials which may be encountered by the Contractor? If so please describe.

There are no known nuclear materials the Contractor may encounter.

Section C.6 Access to Utility System

Please confirm that if the contractor is denied access to the system due to circumstances beyond its control or negligence, that should be an excusable delay under the Contract and the contractor would have no liability for default under the contract. Also, please

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confirm that if the contractor must make repairs resulting from the Army's denial of access to the system, and the contractor will be compensated for its increased costs resulting from such denial of access.

[We confirm this understanding.](#)

Section C.9.8 Exercises in Crisis Situations Requiring Utility Support

Please confirm that if the contractor must respond to emergency situations and must perform additional work, the Contractor will be entitled to an equitable adjustment.

[We confirm this understanding.](#)

Section C.11.2.5 Capital Upgrades/Connection Charges

Please confirm that if government funds are not available to permit future capital upgrades required to comply with legally imposed standards which change during the contract term, the compliance period will be enlarged until funds become available.

[We are uncertain as to the meaning of the term "compliance period". The Army is not in a position to waive regulatory or statutory requirements imposed by other government bodies.](#)

Section H.1 Armed Forces Mobilization and Other Contingencies

Please confirm that when the contractor is required to do extra work for mobilization and other contingencies, it will be entitled to an equitable adjustment for costs incurred.

[We confirm this understanding.](#)

Section H.4 Catastrophic Loss

Please confirm that in the event of catastrophic loss of utility facilities, infrastructure or any other machinery, equipment or due to any of the causes enumerated under FAR Clause 52.249-14, Excusable Delay, the Contractor will be excused from performance, and will not be in default of the contract if, within a reasonable time as dictated by the circumstances, the Contractor submits a reconstruction proposal for reconstruction and restoration of service. Please also confirm that in such circumstances, all such restoration and reconstruction shall be at the Government's sole cost and expense.

[We confirm that a catastrophic loss would be an excuse from performance for a reasonable time while repairs were completed if the circumstances described in Clause 52.249-14 arose.](#)

Section H.7 Hazardous Substances

Please confirm that Section H.7 will only apply to hazardous waste or hazardous substances generated by the contractor's activities.

[We believe the cited provision itself answers this question.](#)

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Please confirm that a post award government directed change in meter requirements will be cause for an equitable adjustment.

[We confirm this understanding.](#)

Please confirm that the Government has made a full and complete disclosure of records within its possession and control of systems operations, costs and areas of known design and/or service deficiencies.

[We confirm this understanding.](#)

It is assumed that a convenience termination liability schedule will be agreed between the contractor and the government.

[Any termination will be handled in accordance with applicable termination regulations.](#)

Please confirm that after completion of capital upgrades, any change in law affecting the operation, maintenance or capital improvement budgets for the system, and requiring increased costs over estimated budgets shall be recognized as a justification for increasing costs in the price redetermination process.

[Please see the redetermination clause for specific applicability. It is possible these circumstances may merit an equitable adjustment; however, situations such as these will be handled on a case-by-case basis.](#)

Please confirm that any work stoppage due to the contractor's encountering any historic artifacts, structures or the like, shall be considered a compensable suspension of work for which the contractor shall be entitled an equitable adjustment under the Changes Clause.

[Immediately upon discovery of any of the above situations, the contractor shall notify the contracting officer for further instruction. Any adjustments will likely be subject to the Stop-Work Order clause of the contract.](#)

Please confirm that if, after award, the government grants any rights-of-way, easements, leases or other encumbrances affecting the system, or through the government's own actions or the actions of a government licensee, the government interferes with the performance of the contractor, the contractor shall be granted an equitable adjustment in an amount sufficient to compensate for any impact from such interference, and such impact shall be considered an event of excusable delay as defined at FAR § 52.249-14.

[We believe the cited provision itself answers this question.](#)

Please identify any air permits required for the emergency generators, or any determinations that no permit is required. Likewise, please identify the characteristics of any fuel storage tanks previously or currently used to power such emergency generators, including age, size, contents, historical releases, date of removal (if relevant), and whether the tank is/was above or below ground.

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All generators must be in compliance with the Virginia Air Abatement Regulations.

All tanks are currently in compliance. (Draft list of generators tanks.)

ASTs bldg 154 – 100gal diesel; bldg 1628 – 100 gal diesel; 1646 1—gal diesel; 371 500 gal diesel.

Please also summarize any Toxic Characteristic Leaching Procedures or similar tests performed on the sludge in the last three years.

Attached are 03 TCLP sample results.

Section B.2

Please confirm that, at the earlier of termination or expiration of the Contract, the Government will purchase from the Contractor all of the utility systems on an "as is" basis.

We cannot confirm this assumption.

Section C.2.3

Please confirm that the Government will assume total financial responsibility for (i) the presence or release of hazardous substances first occurring or existing on or before the day of conveyance, and (ii) any non-compliance with applicable law first occurring or existing on or before the day of conveyance, including for both (i) and (ii) all effects that derive there from, even if after the day of conveyance.

See C.10.6.

Section C.3.4

If the Government enters into any future energy and/or water savings projects designed to reduce costs, please confirm that the Government will pay for Contractor's costs to implement such projects.

We confirm that if the Contractor were asked to perform work beyond current contract requirements to accomplish or facilitate a water or energy savings project, the Contractor would receive appropriate compensation.

Section C.5.1.1

Please confirm that the Government will provide the Contractor all future property rights (e.g., by conveyance or easement) for any additional infrastructure or treatment capabilities needed to perform the services, at no cost to the Contractor.

We do not envisage that any additional property rights will be required. If such rights are required, we anticipate they would be provided at no cost or there would be appropriate recognition of any increased costs.

Section C.10

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The Contractor cannot meaningfully assess costs or risks in complying with "Installation specific requirements." Please specify by reference (or provide as an attachment) any requirements that would be applicable at Fort A.P. Hill. Alternatively, please confirm that the Government will pay for Contractor's costs to comply with such requirements.

[Fort A. P. Hill standards do not exceed federal and state regulations and guidelines.](#)

Section C.10.1

Please confirm that the Government will assume full financial responsibility for the Contractor's non-compliance with the environmental permits to the extent such non-compliance is attributable to the Government's failure to comply with the Contract.

[We cannot not anticipate the financial consequences of a Government failure to comply with the Contract. We consider such an occurrence unlikely.](#)

Also, please confirm that the Government will pay for the Contractor's costs to provide the utility services in compliance with future modifications to the environmental permits.

[We confirm that assumption to the extent provided for in the contract. See C.11.2.5](#)

Section C.10.2

The Contractor cannot meaningfully assess costs or risks in complying with "Installation procedures and standards for work in and around environmentally sensitive or contaminated property." Please specify by reference (or provide as an attachment) any procedures and standards that would be applicable at Fort A.P. Hill. Alternatively, please confirm that the Government will pay for Contractor's costs to comply with such procedures and standards for work.

[Fort A. P. Hill standards do not exceed federal and state regulations and guidelines.](#)

Please confirm that the Government will pay for any increase in the Contractor's costs of providing the utility services arising out of or related to work conducted in and around environmentally sensitive or pre-existing contaminated property.

[We confirm that the costs of such work if reasonably incurred and unforeseeable would be compensable.](#)

Section C.10.6

Please confirm that the Government will assume total financial responsibility for (i) the preexisting environmental conditions described in C.10.6, and (ii) the presence or release of hazardous substances at any time (except to the extent solely attributable to the Contractor's conduct).

[We do not confirm Government responsibility beyond that provided for in C10.6.](#)

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Section J03.2.1

The obligations of J03.2.1 indicate that two wells within the same aquifer can "usually" be considered as an independent source. Do the current wells at Fort A.P. Hill satisfy the two independent waters sources requirement for mission critical functions support?

Yes