

PART 3 EXECUTION

-- End of Section Table of Contents --

reference in the Reference Article. Also use the Reference Wizard's Check Reference feature to update the issue dates.

References not used in the text will automatically be deleted from this section of the project specification when you choose to reconcile references in the publish print process.

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. DEPARTMENT OF DEFENSE (DOD)

DOD 4500.9-R

(2007) Defense Transportation Regulation -
Part II: Cargo Movement

1.2 SUBMITTALS

NOTE: Review submittal description (SD) definitions in Section 01 33 00 SUBMITTAL PROCEDURES and edit the following list to reflect only the submittals required for the project. Submittals should be kept to the minimum required for adequate quality control.

A "G" following a submittal item indicates that the submittal requires Government approval. Some submittals are already marked with a "G". Only delete an existing "G" if the submittal item is not complex and can be reviewed through the Contractor's Quality Control system. Only add a "G" if the submittal is sufficiently important or complex in context of the project.

For submittals requiring Government approval on Army projects, a code of up to three characters within the submittal tags may be used following the "G" designation to indicate the approving authority. Codes for Army projects using the Resident Management System (RMS) are: "AE" for Architect-Engineer; "DO" for District Office (Engineering Division or other organization in the District Office); "AO" for Area Office; "RO" for Resident Office; and "PO" for Project Office. Codes following the "G" typically are not used for Navy, Air Force, and NASA projects.

Choose the first bracketed item for Navy, Air Force and NASA projects, or choose the second bracketed item for Army projects.

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are [for Contractor Quality Control approval.][for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for

the Government.] The following shall be submitted in accordance with
01 33 00 SUBMITTAL PROCEDURES:

SD-06 Test Reports

Shipping Status Reports[; G][; G, [____]]

1.3 PHYSICAL DATA

Data referred to below is furnished for the Contractor's information. However, it is expressly understood that the Government will not be responsible for interpretation or conclusion drawn therefrom by the Contractor.

a. The physical conditions indicated on the drawings and in the specifications are the result of site investigations.

b. Geographic Conditions

(1) The Azores are comprised of a group of nine small islands, politically an integral part of Portugal, lying in the North Atlantic, about 2,300 miles east of New York and about 980 miles west of Lisbon, Portugal. The islands have a total area of 1,581 square miles with a total population of about 360,000. The economic mainstays of the Azores are fishing and agriculture. There is no heavy industry, and facilities for repairing machinery are limited. Most tools, implements, and farm utensils are handmade.

(2) The climate is mild and the humidity high. Average annual temperature is 63 degrees F. Diurnal fluctuation in temperature is approximately 10 degrees. Highest recorded temperature, 80 degrees F, lowest recorded temperature, 40 degrees F. The yearly average rainfall is 44.80 inches; the monthly average rainfall and probability of rain is as follows:

<u>Mo.</u>	<u>Av. (in.)</u>	<u>Probability</u>	<u>Mo.</u>	<u>Av. (in.)</u>	<u>Probability</u>
Jan.	6.00	65 percent	July	1.70	29 percent
Feb.	5.40	64 percent	Aug.	1.80	35 percent
Mar.	5.00	61 percent	Sept.	3.20	40 percent
Apr.	3.10	43 percent	Oct.	5.20	55 percent
May	1.80	39 percent	Nov.	5.10	57 percent
June	1.80	33 percent	Dec.	5.30	58 percent

High winds occur from December through March. Average winds during this period are 11.6 knots. The recorded high winds are: November 90 knots, December 72 knots, January 90 knots, February 128 knots, March 106 knots, April 89 knots.

(3) Terceira Island measures roughly 11 by 18 miles, almost entirely bordered by high cliffs. The terrain is hilly and dominated by volcanic ranges, including two extinct craters. The airfield is located on the northeast side of the island. The total population of Terceira Island is approximately 80,000. The city of Angra do Heroismo, capitol of the district, has a population of about 30,000; and the nearest town to the airfield, Praia da Vitoria, has a population of about 11,000.

c. Transportation Facilities for Lajes Field. Lajes Field is defined as the U.S. Forces Azores operational area on Terceira Island.

(1) Railroads: There are no railroads on the island.

(2) Highways and Roads: The majority of the roads are paved. A cobblestone and asphalt highway links Praia da Vitoria and Angra do Heroismo. The use or construction of haul roads and bridges shall be subject to prior approval of the Contracting Officer.

(3) Ports: The island has two ports capable of handling deep draft ocean freighters, Praia da Vitoria and Angra do Heroismo. The port facilities in both harbors are limited since most freight must be lightered ashore in barges. There are no regularly scheduled commercial vessels arriving or departing Terceira Island.

(4) Air: Lajes Field is served by the commercial Portuguese airline TAP. TAP makes one direct trip per week from New York to Lajes and vice versa. Trans World Airline (TWA) and TAP make connections from New York to Terceira Island through Lisbon approximately six times a week. SATA makes daily connections at the International Airport at Santa Maria with several larger airlines including TWA and TAP.

1.4 LEGAL HOLIDAYS

For information purpose, the base acknowledges the following United States and Portuguese holidays:

*New Year's Day	01 January
Mardi Gras	Variable
Good Friday	Variable
Day of Liberty	25 April
Day of the Worker	01 May
Holy Spirit Monday	Variable
Corpus Christi	Variable
Day of Portugal	10 June
Praia da Vitoria Day	20 June
Assumption Day	15 August
Founding of the Republic	05 October
All Saint's Day	01 November
Restoration of Independence	01 December
Immaculate Conception	08 December
*Christmas Day	25 December
*Martin Luther King's Birthday	Third Monday in January
*President's Day	Third Monday in February
*Memorial Day	Last Monday in May
*Independence Day	04 July
*Labor Day	First Monday in September
*Columbus Day	Second Monday in October
*Veteran's Day	11 November
*Thanksgiving Day	Fourth Thursday in November

(*) NOTE: Any of the above holidays falling on a Saturday will be observed on the proceeding Friday. Holidays falling on a Sunday will be observed on the following Monday.

1.5 GOVERNMENT FURNISHED SURFACE TRANSPORTATION

Shipment and containerizing of material and equipment from the Port of Hampton Roads Area, Virginia to Lajes Field, Azores, is available at no cost to the Contractor for the allotted amount in the bid schedule. This service is provided by SDDC (Surface Deployment and Distribution Command, formerly Military Traffic Management Command (MTMC)) via a contracted vessel. All shipping of material and equipment is subject to the requirements of **DOD 4500.9-R** and the current Azores shipping contract available on SDDC website: <http://www.mtmc.army.mil>. The Government contracted vessel sails from Port of Hampton Roads Area, Virginia to Lajes Field, Azores and back 15 times a year. Unavailability or delays due to space and Government scheduling are not sufficient excuse for delays in the contract.

Allotment for shipping will be made based on Contractor's quantities listed in the bid schedule. If actual shipping quantities exceed that of the bid schedule, the excess cost will be deducted from the contract award amount by modification. The amount of the deduction will be \$5,600.00 (U.S.) per shipping container at the following exchange rate: 0.8785 Euro = 1.0 U.S. Dollar.

Allotment for containerizing will be made based on Contractor's quantities listed in the bid schedule. If actual containerizing quantities exceed that of the bid schedule, the excess cost will be deducted from the contract award amount by modification. The amount of the deduction will be \$48.00 (U.S.) per measurement ton at the following exchange rate: 0.8785 Euro = 1.0 U.S. Dollar.

1.5.1 Scheduling and Administration of Government Furnished Transportation

Scheduling of Government Furnished Transportation shall be made through Mr. Kerry Foerst of FISC Norfolk, Attn: Code 302.1, 1968 Gilbert St. Ste 600, Norfolk Naval Base, Norfolk, VA 23511-3392, Phone (757) 445-1827, Fax (757) 444-3087, email: kerry.foerst@navy.mil. Alternate point of contact is Ms. Karen McDaniels, Phone (757) 444-4170 ext. 342, Fax (757) 444-3087, email: karen.mcdaniels@navy.mil.

1.5.2 Contractor Packaged Containers for Shipment

If the Contractor elects to independently package shipping containers, reservations can be made to pick up containers at the Port of Hampton Roads Area, Virginia. Reservations shall be made by faxing a Container Booking Request Form (attached) to Mr. Kerry Foerst (alternate Ms. Karen McDaniels), FISC Norfolk, Fax number (757) 444-3087. The Contractor shall furnish a breakdown of contents with associated contract construction numbers and titles that fill a container. FISC will determine the Transportation Accounting Code (TAC) associated with the Construction Contract number. A Container Transportation Control Number will be assigned by FISC as well as content transportation control numbers for items listed on the submitted "breakdown of contents". Contractor packaged cargo containers must be delivered back to OCT prior to "pier cut-off date." All containers and contents must be prepared in accordance with paragraph "Packing, Marking and Documentation of Material and Equipment."

1.5.3 Government Packaged Containers for Shipment

If the Contractor elects to have the Government pack shipping containers, arrangements can be made through Mr. Kerry Foerst, FISC Norfolk, Phone

(757) 445-1827, as an alternate Ms. Karen McDaniels, Phone (757) 444-4170 ext. 342. The Contractor will be responsible for delivery of material to be shipped, prepared in accordance with paragraph "Packing, Marking and Documentation of Material and Equipment" to Bldg. CEP 201, Norfolk Naval Base, Norfolk, VA 23511-3392. The Contractor shall furnish a breakdown of contents with associated contract construction numbers and titles for all delivered material and equipment. FISC will determine the Transportation Accounting Code (TAC) associated with the Construction Contract number. A Container Transportation Control Number will be assigned by FISC as well as content transportation control numbers for items listed on the submitted "breakdown of contents"..

1.5.4 Arrival of Cargo at Lajes Field, Azores

Upon arrival of the cargo at Lajes Field, Azores, the Government will discharge the cargo from the vessel to the dockside. All Contractor motorized equipment will require Contractor furnished fuel and driver during offload operations. During offload operations the Contractor must have personnel available on a 24 hour basis to accept materials. The Contractor at his own expense, is then responsible for the movement of the cargo within three (3) working days after arrival. If the Contractor fails to remove property as specified the Contracting Officer may have property moved and stored at the Contractor's expense. The Contractor shall be responsible for the payment of customs emoluments and fiscal guard fees incurred by the processing of his cargo.

1.5.5 Retrograde Shipment

The Government will furnish all the required surface transportation of the Contractor's materials and equipment from Lajes Field, Azores to the Port of Hampton Roads Area, Virginia, at no cost to the Contractor for the allotted amount in the bid schedule. The Contractor will be responsible for preparation of material to be shUFGS-01014 (January 2006)ipped in accordance with paragraph "Packing, Marking and Documentation of Material and Equipment." In addition the following requirements apply:

- a. The Contractor shall make cargo available to the retrograde in the port area at Lajes Field, Azores within five (5) working days of arrival of retrograde vessel. All equipment and material to be transported shall be cleaned by the Contractor to meet USDA standards for import. The Government will load and transport to the Port of Hampton Roads Area, Virginia and unload the cargo thereat.
- b. The Contractor should have personnel available on a twenty-four (24) hour a day basis for helping load motorized equipment onto the vessel.
- c. Upon notification to the Contractor by the Government of the arrival of cargo at the Port of Hampton Roads Area, Virginia, the Contractor shall immediately remove the cargo from the Port of Hampton Roads Area, Virginia, at his own expense and assume all responsibility thereafter.

1.5.6 Packing, Marking and Documentation of Material and Equipment

All aspects of packing, marking and documentation of cargo shipped by the Contractor shall comply with the provisions of **DOD 4500.9-R**.

1.5.6.1 Shipping Status Reports

For each trip the Government carrier makes to or from the Azores, the Contractor shall provide a shipping manifest to the Contracting Officer documenting the following for material shipped associated with this construction contract number:

- (1) A summary of shipments made showing shipment number, date, and number of containers shipped. Also include a running balance of containers shipped with respect to the bid amount.
- (2) A summary of Government packing showing shipment number, date, and volume of contents packaged in measurement tons. Also include a running balance of amount of Government packing with respect to the bid amount.
- (3) A breakdown of a given shipment showing:
 - a. Container Transportation Control Number (Assigned by FISC).
 - b. Contents Transportation Control Number (Assigned by FISC).
 - c. Description of the item.
 - d. Cubic feet and Measurement tons associated with item.
 - e. Total measurement tons shipped and total containers shipped.
- (4) Copy of the Transportation Control and Movement Document (TCMD) for each container (generated by FISC).

See attached example of a shipping status report at the end of this specification section.

NOTE: The specified attachment, AZORES SHIPPING
STATUS REPORT can be downloaded at:
<http://www.wbdg.org/ccb/NAVGRAPH/graphtoc.pdf>

1.5.7 Loss or Damage of Contractor Property During Shipment/Handling by Government Carriers

- a. This provision applies to the loss of or damage to Contractor property during shipment and handling by Government carriers. This provision does not cover damage to or loss of property by Contractor's carrier to or from port facilities.
- b. The measure of damages will be the less of book or marked value. The Contractor assumes the risk for the first \$1,000.00 of loss occurring on each vessel.
- c. Within (10) calendar days of notification to the Contractor, all losses due to shipment shall be reported to the Contracting Officer. The report shall include the description and quantity of the item(s) lost or damaged, age and current book and market value of the item (submittal of this data may be delayed) and estimated amount of loss/damage. The Government and carrier representatives shall have the right to verify all losses.

- d. The Contractor shall assist the Government in the expeditious filing of a claim against the carrier. Failure to render such assistance shall be cause for the Government to withhold payment to the Contractor for his incurred damages.
- e. Within sixty (60) days of reporting a loss, the Contractor shall submit a settlement proposal to the Contracting Officer for negotiation for the cost of replacement or repair of lost or damaged property. (The proposal shall not be limited by the estimated cost amount in paragraph c above). Notwithstanding the action taken by the Contractor, the Government will allow the lesser amount of replacement or repair cost for damaged property considering the cost of time to the Government. Profit shall not be paid on shipment losses.
- f. The Contractor shall proceed to repair or replace lost/damaged property so as to minimize delay in the contract performance. Repair or replacement of lost or damaged property may be cause for extension of mobilization or performance period but shall not be cause for an increase in contract price due to consequential delays. Lost or damaged property for which replacement costs are paid shall become Government property at time of settlement, and shall be delivered to the Contracting Officer within three (3) calendar days.

1.6 SERVICES AVAILABLE TO CONTRACTOR'S FORCES

- a. The U.S. Government will provide lodging on a space available basis for US technical support individuals after contract award. Daily lodging at the Air Force Lodge will be at a rate of \$25 per person per night. The Lodge's commercial telephone number is 011-351-295-54178. Individuals will also be granted written access to use Base mess and exchange facilities
- b. Post Office privileges at Lajes Field are authorized for Contractors performing Navy construction under the cognizance of the Resident Officer in Charge of Construction, Azores. The privileges include receiving only letters and submittals and samples for the Contractor. The privilege does not include handling of material or supplies for the Contractor.

1.7 CONDUCT OF CONTRACTOR PERSONNEL

The Contractor shall report to the Contracting Officer, immediately upon receipt or discovery of any information, whether or not verified, relating to physical security incidents, misconduct, crimes, and misdemeanors, including but not limited to murder, arson, larceny of any weapon, ammunition, or explosives, larceny of other property, robbery, burglary, narcotics and dangerous drugs, destruction of Government property, fraud, malfeasance, sabotage, subversions, disaffections, treasons, or espionage. The Contractor shall recognize and comply with the rules and regulations promulgated by the foreign country where the work is performed to the extent required by pertinent international agreements.

1.8 TURN-IN OF U.S. GOVERNMENT-OWNED MATERIAL AND EQUIPMENT

Property, material, or equipment removed during the course of repairs, alterations, or renovation of any building or other structure remains the

property of the U.S. Government and shall be disposed of as follows:

- a. Material other than scrap shall be turned over to the Government on Friday of any week.
- b. The materials shall be first offered to Air Base No. 4; if the offer of the materials is declined, the materials shall be turned over to the Defense Reutilization and Marketing Office (DRMO).
- c. The Contracting Officer will designate the time and place and prepare the necessary forms for receiving the materials.
- d. The items designated as scrap by the Contracting Officer shall be disposed of as directed.

1.9 EMPLOYEE RECRUITING (PORTUGUESE NATIONALS)

- a. The Contractor, using the Contractor's own contracting forms, may contract directly or request assistance from the Civilian Personnel Office, Civilian Recruitment Section Headquarters Azores Air Zone (SRPC, HAAZ), in contracting Portuguese National employees. The Contractor's contract form shall include, as a minimum, the following: Organization or firm (name and address), contract and project numbers; contract start and expiration dates; and the following information concerning the employee: name, social welfare number, date and place of birth, residence (village and council), parents' name, marital status, spouse's maiden name, professional degree or skill, salary, and meal and transportation allowances.
- b. It will be the Contractor's responsibility once employees have been hired, to clear them through SRPC, HAAZ to gain access to the installation.
- c. The Contractor shall request on SRPC, HAAZ form the number of passes needed. A pass will be issued to each employee. The employee will proceed with the pass directly to the Portuguese Air Police, Identification Section at the Main Gate for proper clearance and return to SRPC, HAAZ to have the pass laminated.
- d. Failure to comply with the above paragraphs may result in the denial of entrance to the installation.
- e. The Contractor shall inform SRPC, HAAZ when contract period of performance is changed and return passes to SRPC, HAAZ upon completion of the contract.
- f. For employees other than Portuguese Nationals, the 1605th Security Police Pass and Registration Section will issue a USFORAZ Form 5512 (yellow). The ID card will be issued upon presentation of a completed Lajes Field Form 131 signed by the Contracting Officer or the Contracting Officer's designated representative.

Further information may be obtained from: Headquarters Azores Air Zone (H.A.A.Z.) Air Base No. 4, Civilian Personnel Recruitment Office (Portuguese Nationals), telephone number: 011 351 295 57 52101 (if dialed from the United States).

1.10 SURPLUS PROPERTY DISPOSAL OF MATERIALS OF NON-PORTUGUESE ORIGIN

Excess new materials are those originally imported for use on U.S. construction contracts but which, upon completion of the contract, have not been used. The materials have been imported into Portugal duty free and shall be disposed of in the following order:

- a. If the Contractor has received material payment for the materials, title is vested in the U.S. Government and the materials shall be turned over to the base civil engineer upon contract completion.
- b. If the materials have not been purchased through a material payment, the U.S. Government shall be given the first option to purchase the materials at the Contractor's cost.
- c. If the materials are not purchased by the U.S. Government, the Contractor may pay the appropriate custom and duty fees, offer to sell the materials to Air Base No. 4, or the Contractor shall export the materials from Portugal. Arrangement for sales to Air Base No. 4 or payment of customs fees shall be the Contractor's responsibility.

1.11 INVESTIGATION OF DAMAGE OR INJURY

The U.S. Government will have the right to conduct an investigation, or participate in the Contractor's investigation, of any damage or injury to U.S. Government property, equipment, or personnel.

1.12 PROCESSING OF CONTRACTOR'S PERSONNEL AND PROPERTY

The Contractor shall process Contractor personnel and property through the Contracting Officer prior to commencement and at the completion of work under this contract. This processing shall include such things as registering and deregistering vehicles, arranging for the issuance and turn-in of identification and passes, and clearing liabilities incurred such as clubs, billeting, and loans.

1.13 VISAS--DIPLOMATIC CLEARANCES

The Contractor shall ensure that his employees obtain the required diplomatic clearances (visas) of sufficient duration to cover the performance period of the contract. (Sixty-day visitor visas are available at Portuguese Immigration at Lajes Field.)

1.14 REGISTRATION AND VEHICLE AND DRIVING PRIVILEGES

Vehicles which have been authorized for use under this contract are the only vehicles which will be issued U.S. Forces registration plates. In accordance with AFR 125-14, 1605 ABWG Supplement thereto and COMUSFORAZINST 5700.1, the only personnel who are authorized to operate a U.S. Forces plate vehicle are personnel who have been issued a 1605 ABWG Form 46, entitled "Private Motor Vehicles Operator Identification Card."

1.15 RADIO FREQUENCIES FOR MOBILE AND PORTABLE RADIOS

Contractors requiring the use of mobile and portable radios on the project shall obtain Government of Portugal approval via the COMUSFORAZ J6 Radio Frequency Coordinator. Information needed by the J6 coordinator from the Contractor includes type of equipment, type of emission, frequency desired,

power, geographical coordinates of the project site, hours of radio operation, and start and end dates of frequency requirement. For planning purposes, the frequency coordination process normally requires 60 to 90 days for completion. The Government of Portugal closely monitors frequency usage and unauthorized users are subject to severe fines. COMUSFORAZINST 2410.1D pertains.

1.16 SPECIAL REQUIREMENTS FOR OUTDOOR SIGNS

In accordance with USFORAZINST 5710.2D outdoor signs displayed on local military facilities are mandatory to be in both Portuguese and English languages. Identical size lettering shall be used for both languages, with Portuguese on top. The same requirement applies to project signs and safety and warning signs as used by the Contractor.

1.17 WRITTEN CORRESPONDENCE

Written correspondence from the Contractor to the Contracting Officer shall be in English language, including but not limited to Contractor's invoice, Contractor's Monthly Estimate for Voucher, Contractor's schedules, samples and submittals, reports, and as-built drawing markups.

1.18 PORTUGUESE EQUIVALENT

Where equipment, materials, or installations are to be in accordance with American standards, the equivalent Portuguese standard may be used subject to the approval of the Contracting Officer. The Contractor shall be responsible for proving the equivalency of the Portuguese standard.

1.19 SOURCE REQUIREMENTS CLAUSE (01 MAY 86)

The requirements of this clause are material conditions of this contract. The Contractor shall, in the performance of this contract, use Portuguese sources to the maximum extent feasible for the goods and services required to perform the contract including labor, materials, supplies, services, equipment, and subcontracts provided such goods and services meet the contract specifications and standards, will be available at the required locale within the required time limits and are equal or lower in cost than those from other sources. The Contractor shall demonstrate compliance with this requirement.

The requirement to use Portuguese sources to the maximum extent feasible does not apply when not in accordance with requirements, standards, or specifications specifically set forth elsewhere in this contract.

Consistent with the foregoing, the Contractor shall submit a four-part written "Report of Sources" to the Contracting Officer as follows:

PART I. The Contractor shall prepare a listing indicating for each category of expenditures anticipated under the contract the U.S. dollar value estimated to be paid to Portuguese sources and the U.S. dollar value estimated to be paid to other sources. The categories shall include as a minimum those shown in the following sample format:

REPORT OF SOURCES

<u>Category</u>	<u>\$ to Portuguese Sources</u>	<u>\$ to Other Sources</u>
Transportation		

REPORT OF SOURCES

<u>Category</u>	<u>\$ to Portuguese Sources</u>	<u>\$ to Other Sources</u>
Direct Hire Labor		
Construction Materials		
Equipment		
Purchases		
Rentals		
Supplies		
Services		
Subcontracts		
Other		
Total: (Sum must equal contract price)		

NOTES: (1) Items that are included in subcontracts, such as labor and materials, should be reported only as subcontracts and shall not be included with other categories.

(2) Overhead and profit must be prorated among the categories.

PART II. The Contractor shall prepare a list of subcontracts indicating the purpose of the subcontract, the name of the subcontractor, and whether Portuguese or other source.

PART III. The Contractor shall prepare a list of each item or subcontract not procured from a Portuguese source, indicating the reason for not procuring the item or subcontract from a Portuguese source.

PART IV. The Contractor shall indicate the approximate percentage of the total contract price that he will pay collectively to Portuguese sources.

The initial four-part "Report of Sources" shall be submitted by the Contractor to the Contracting Officer not later than 30 calendar days after contract award. In addition, the Contractor shall submit an updated report in the same four-part format every 30 calendar days thereafter. If no changes have occurred since the last report, the Contractor may submit a negative report by letter.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --