



**DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINT BASE SAN ANTONIO**



INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN
502 CONTRACTING SQUADRON, JOINT BASE SAN ANTONIO
AND
CITY OF SAN ANTONIO, TEXAS TRANSPORTATION AND
CAPITAL IMPROVEMENTS OFFICE
FOR PAVING AND ROAD WORK

SUBJECT: Intergovernmental Support Agreement (IGSA) Amendment 1
Pavement and Road Work located at Joint Base San Antonio, Texas

THE SCOPE OF WORK HAS CHANGED FROM:

1. The intent of this IGSA is for COSA TCI to provide pavement and roadwork to Joint Base San Antonio for a five-year ordering period plus one (1) five-year option period that must be agreed upon by COSA. COSA is a municipality that provides such services for its own use. COSA TCI provides such work through its own contracting procedures in accordance with Texas law. This is a centralized IGSA that only 502 CONS JBKAD Construction flight may place orders against. The extent of pavements and roadwork is defined as mill and overlay utilizing asphaltic concrete. Minor incidental work including roadway striping, tack coat, and traffic control plans are allowed under this agreement. No additional work outside the scope of this IGSA is authorized. Any changes to the IGSA for more extensive pavement and roadwork must be mutually agreed to by 502 CONS and COSA TCI by a written amendment to this IGSA. The project specifications utilized will be the City of San Antonio Standard Specifications for Construction.

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THE MINIMUM/MAXIMUM ORDER AMOUNTS HAS CHANGED FROM:

3. Maximum Individual Purchase Order Amount: \$1,000,000.00

THE MINIMUM/MAXIMUM ORDER AMOUNTS HAS CHANGED TO:

3. Maximum Individual Purchase Order Amount: **\$3,000,000.00**

THE TERMS AND CONDITIONS HAVE CHANGED FROM:

- f. **Material and Workmanship:** All work under this IGSA shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable. All equipment, material, and articles incorporated into the work covered by this IGSA shall be new and of the most suitable grade for the purpose intended.
 - g. **Superintendence by the Contractor:** All paving purchase orders over \$250,000 shall have a project superintendent designated by the Contractor. At all times during performance and until the work is completed and accepted, the contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
 - i. **Other Contracts:** The Federal Government may undertake or award other contracts for additional work at or near the site of the work under a purchase order. The Contractor shall fully cooperate with the other contractors and with Federal Government employees and shall carefully adapt scheduling and performing the work under a purchase order to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Federal Government employees.
 - k. **Operations and Storage Areas:** All paving purchase orders shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.
 - l. **Cleaning Up:** The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.
2. **Request for quote process:** All RFQ's will be issued directly to COSA TCI on the SF 1449. The RFQ will provide definitive mill and overlay quantities and include minimal commercial clauses. The Unit of Issue will be "JOB" and Contract Line Item Numbers will include a "Not to Exceed" price. A defined Statement of Work (SOW) with the applicable COSA Standard Specifications for Construction paragraphs will be referenced and provided with the solicitation. The project period of performance will be enforced and outlined in the solicitation. TCI has up to 30 calendar days to provide a quotation after receipt of the RFQ. A question and answers period will be allowed. TCI has up to ten business days after receipt of the RFQ to submit any questions. Certified funds shall be obtained prior to 502 CONS issuing a solicitation. 502 CONS will then execute a purchase order to COSA TCI and jointly agree upon a notice to proceed date.

3. Statement of Work (SOW) Format with Construction Specifications: 502 CONS will provide COSA TCI with a SOW. All SOWs are required to be submitted as word documents not to exceed five pages (One Sided) and will directly reference the applicable COSA Standard Specification for Construction paragraphs. JBSA Civil Engineering Project Managers shall give definitive quantities of linear feet from start to finish points and reference the applicable COSA specification for paving requirements. The quantities for mill and overlay will be based on the depth milled as required, and the thickness of the lift applied as directed.
4. Project Inspection and Acceptance: 502 CONS and 502 CES are responsible for inspecting and accepting all work provided under this IGSA. Final inspection of mill and overlay will be scheduled and conducted by 502 CONS and 502 CES. Although this IGSA incorporates commercial provisions and clauses, the following inspection of construction clause applies:
 - a. 52.246-12, Inspection of Construction
5. Quality Assurance: COSA TCI is responsible for the quality assurance of mill and overlay provided. 502 CES will provide periodic oversight, but is not responsible for quality assurance during performance. COSA TCI will have routine inspection, quantity measurement, laboratory inspection as required and project management oversight. The quality assurance shall be at a standard similar to COSA's own standard of quality.
8. Payment Procedures: Progress payments will be allowed for mill and overlay work performed. Payment will be made after approval of progress reports for mill and overlay work. Invoice shall be submitted using Wide Area Workflow. Final payment will be made after receipt of warranty letter and signed DD Form 1354. TCI shall follow the billing instructions below:
 - a. DFARS 252.204-7006, Billing Instructions
 - b. DFARS 252.232-7006, Wide Area Workflow Payment Instructions
9. Wages: IAW 10 U.S.C. 2679 the IGSA may use for installation support services provided by a State or local government, wage grades normally paid by that State or local government. All subcontractors performing mill and overlay for COSA TCI will be paid in compliance with State and local minimal wages for labor classification. Construction wage rate requirements IAW FAR 52.222-6 are not required for this IGSA.
11. Price Fair and Reasonable: The prices quoted by COSA TCI are considered fair and reasonable based on competitive quotes at the municipal contract level. TCI shall comply with the requirements of 10 U.S.C. 2679 and compete and award all pavement and roadwork requirements utilizing COSA's applicable small business policy and goals. COSA TCI shall leverage their paving economies of scale to provide a price fair and reasonable to the government.

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- f. Material and Workmanship: All work under this IGSA shall be performed in a skillful and workmanlike manner. The **Air Force Contracting Officer** may require, in writing, that the Contractor remove or cause to be removed from the work any employee the **Air Force Contracting Officer** deems incompetent, careless, or otherwise objectionable. All equipment, material, and articles incorporated into the work covered by this IGSA shall be new and of the most suitable grade for the purpose intended.

- g. Superintendence by the Contractor: All pavement and roadwork purchase orders over \$250,000 shall have a project superintendent designated by the Contractor. At all times during performance and until the work is completed and accepted, the contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the **Air Force Contracting Officer** and has authority to act for the Contractor.
 - i. Other Contracts: The Federal Government may undertake or award other contracts for additional work at or near the site of the work under a purchase order. The Contractor shall fully cooperate with the other contractors and with Federal Government employees and shall carefully adapt scheduling and performing the work under a purchase order to accommodate the additional work, heeding any direction that may be provided by the **Air Force Contracting Officer**. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Federal Government employees.
 - k. Operations and Storage Areas: All paving purchase orders shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the **Air Force Contracting Officer**.
 - l. Cleaning Up: The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the **Air Force Contracting Officer**.
2. Request for quote process: All RFQ's will be issued directly to the COSA TCI **Contracting Section** on the SF 1449. The RFQ will provide a **pavement and roadwork scope of work** and include minimal commercial clauses. The Unit of Issue will be "**LOT**" and Contract Line Item Numbers will include a "Not to Exceed" price. A defined Statement of Work (SOW) with the applicable COSA Standard Specifications for Construction paragraphs will be referenced and provided with the solicitation. The project period of performance will be enforced and outlined in the solicitation. TCI has up to 45 calendar days after receipt of the RFQ to provide a quotation **including the submission of a detailed work plan and an estimated project schedule. The estimated project schedule must show major measurable line items of the construction project, the percentage/value each line item represents in the total quote and a timeline of when each line item is scheduled to be completed. The required work plan must demonstrate a clear and concise approach to complete the pavement and roadwork project on schedule and within budget.** A questions and answers period will be allowed. TCI has up to fifteen business days after receipt of the RFQ to submit any questions. **Certified funds are not required prior to 502 CONS issuing a solicitation, if the pavement and roadwork project is listed on an Air Force Authority to Advertise (ATA) or Construction Tasking Order (CTO) list. Solicitations issued without certified funds shall include the following statement, "*Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date for receipt of proposals. In the event the Government cancels this solicitation, the Government has no obligation to reimburse the City of San Antonio TCI or any of their contractors for any costs*".** The solicitation may require quotes to be valid up to 90 calendar days, COSA will request COSA TCI Contractor to hold pricing for 180day. 502 CONS will then execute a purchase order to COSA TCI and jointly agree upon a notice to proceed date.

3. Statement of Work (SOW) Format with Construction Specifications: 502 CONS will provide COSA TCI with a SOW. All SOWs are required to be submitted as word documents not to exceed five pages (One Sided) and will directly reference the applicable COSA Standard Specification for Construction paragraphs. JBSA Civil Engineering Project Managers shall **provide a detailed scope of work to include estimated linear feet** from start to finish points and reference the applicable COSA specification for pavement and roadwork requirements. The SOW will also provide existing conditions, roadway/lane closure requirements, applicable permits/waivers, and applicable general requirements
4. Project Inspection and Acceptance: 502 CONS and 502 CES are responsible for inspecting and accepting all work provided under this IGSA. Final inspection of **pavement and roadwork** will be scheduled and conducted by 502 CONS and 502 CES. Although this IGSA incorporates commercial provisions and clauses, the following inspection of construction clause applies:
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5. Quality Assurance: COSA TCI is responsible for the quality assurance of **pavement and roadwork** provided. 502 CES will provide periodic oversight, but is not responsible for quality assurance during performance. COSA TCI will have routine inspection, quantity measurement, laboratory inspection as required and project management oversight. The quality assurance shall be at a standard similar to COSA's own standard of quality.
8. Payment Procedures: Progress payments will be allowed for **pavement and roadwork** performed. Payment will be made after approval of progress reports for pavement & roadwork. Invoice shall be submitted using Wide Area Workflow. Final payment will be made after receipt of warranty letter and signed DD Form 1354. TCI shall follow the billing instructions below:
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11. Price Fair and Reasonable: The prices quoted by COSA TCI are considered fair and reasonable based on competitive quotes at the municipal contract level. TCI shall comply with the requirements of 10 U.S.C. 2679 and compete and award all pavement and roadwork requirements utilizing COSA's applicable small business policy and goals. COSA TCI shall leverage their **pavement and roadwork** economies of scale to provide a price fair and reasonable to the government. **The fixed unit costs found in the COSA TCI unit price books shall not be negotiated by Air Force Contracting Officers. Any municipal administrative fee quoted by COSA TCI may be negotiated at the discretion of Air Force Contracting Officers. The municipal administrative fee shall be based on hours required to manage each purchase order and published hourly rates for municipal Project Managers and Inspectors. The published municipal hourly rates found on the COSA Human Resources Department website may be utilized/referenced to determine a fair and reasonable municipal administrative fee per Purchase Order. All**

negotiations shall be conducted between Air Force Contracting Officers and the COSA TCI Contracting Section.

CONCLUSION

This Amendment is hereby agreed upon by the City of San Antonio Transportation Capital Improvements Office and the 502d Contracting Squadron. This amendment to broaden the scope of work to include all encompassing roadwork and to revise the agreement terms and conditions is the most advantageous method of fulfilling pavement and roadwork requirements at Joint Base San Antonio including JBSA - Lackland, JBSA - Camp Bullis, JBSA - Fort Sam Houston, and JBSA Randolph AFB. The agreement shall not surpass ten years, effective 1 September 2018, with a maximum ceiling of \$15M. The City of San Antonio provides pavement & roadwork economies of scale that will provide a fair and reasonable price for JBSA.

ARNOLD RYAN RODRIGUEZ
Contracting Officer