

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 01-Sep-2011	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable) W&I 11-008
6. ISSUED BY AFGHANISTAN DISTRICT SOUTH (AES) US ARMY CORPS OF ENGINEERS APO AE 09355		CODE W5J9LE	7. ADMINISTERED BY (If other than item 6)		CODE
			See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W5J9LE-11-R-0083	
			X	9B. DATED (SEE ITEM 11) 18-Aug-2011	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>1. Kajaki Irrigation Intake Structure and Piezometer Repair.</p> <p>2. The purpose of this amendment is to revise specification sections 01 00 40 (SUMMARY OF WORK), 01 01 50 (TECHNICAL REQUIREMENTS), 01 06 00 (SPECIAL CLAUSES) and 01 10 10 (CONTRACTORS OPERATIONS NAD REQUIREMENTS). Purpose is to also revise and update required contract clauses. New clauses added are 252.225-7039 and 952.225-0020. Revised clauses have a (Aug 2011) after the title. The proposal due date remains the same.</p> <p>3. As a reminder, a bid guarantee is required with your proposal. Only hard copy proposals will be accepted (no electronic/email submissions). The Past Performance Questionnaire (PPQ) should be send via email. Form is provided again with this amendment.</p> <p>4. POC is Mark Jones at mark.t.jones@usace.army.mil</p>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		01-Sep-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The following have been added by full text:

AMEND 0001 PRIMARY CHANGES

Amendment 0001 Changes to the specifications.

The following sections have been revised. The Contractor is required to review each section for changes.

Primary changes include:

01 01 50 TECHNICAL REQUIREMENTS

1.11.4 Irrigation Tunnel Closure Concrete Bulkhead – paragraph revised

1.12 PROJECT: INSTRUMENTATION – Section revised

01 06 00 SPECIAL CLAUSES

1.3.1.3 CONTRACTOR PROVIDED GOVERNMENT FACILITIES – new section added

01 10 10 CONTRACTORS OPERATIONS AND REQUIREMENTS

1.13 PROJECT SECURITY PROCEDURES – section revised

1.20 CRANES AND HEAVY EQUIPMENT – section revised

1.25 UNEXPLODED ORDNANCE (UXO) – section revised

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

REVISED AND NEW C3 CLAUSES

252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (AUG 2011)

(a) *Definition.* *Private security functions* means activities engaged in by a contractor, including—

(i) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the contractor or subcontractor, or a third party; or

(ii) Any other activity for which personnel are required to carry weapons in the performance of their duties.

(b) *Requirements.* The Contractor is required to—

(1) Ensure that all employees of the Contractor who are responsible for performing private security functions under this contract comply with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for—

(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions. This includes ensuring the issuance, maintenance, and return of Personal Identity Verification credentials in accordance with FAR 52.204–19, Personnel Identity Verification of Contractor Personnel, and DoD procedures, including revocation of any physical and/or logistical access (as defined by Homeland Security Presidential Directive (HSPD–12)) granted to such personnel;

(ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;

(A) All weapons must be registered in the Synchronized Predeployment Operational Tracker (SPOT) materiel tracking system.

(B) In addition, all weapons that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211–7003, Item Identification and Valuation, and DFARS 252.245.7001, Tagging, Labeling, and Marking of Government-Furnished Property, and physically marked in accordance with MIL–STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD Item Unique Identification (IUID) Registry (<https://www.bpn.gov/iuid/>);

(iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions;

(A) All armored vehicles, helicopters, and other military vehicles must be registered in SPOT.

(B) In addition, all armored vehicles, helicopters, and other military vehicles that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211–7003 and DFARS 252.245.7001 and physically marked in accordance with MIL–STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD IUID Registry (<https://www.bpn.gov/iuid/>); and

(iv) Reporting incidents in which—

(A) A weapon is discharged by personnel performing private security functions;

(B) Personnel performing private security functions are attacked, killed, or injured;

(C) Persons are killed or injured or property is destroyed as a result of conduct by contractor personnel;

(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon) are employed by personnel performing private security functions in response to a perceived immediate threat;

(2) Ensure that all employees of the Contractor who are responsible for personnel performing private security functions under this contract are briefed on and understand their obligation to comply with—

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Combat Operations, or Other Significant Operations, at <http://www.dtic.mil/whs/directives/corres/pdf>;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

(iv) Rules on the use of force issued by the applicable commander of a combatant command for personnel performing private security functions; and

(3) Cooperate with any Government authorized investigation by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

(c) *Remedies.* In addition to other remedies available to the Government—

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default. Required Contractor actions include—

(i) Ensuring the return of personal identity verification credentials;

(ii) Ensuring the return of other equipment issued to the employee under the contract; and

(iii) Revocation of any physical and/or logistical access granted to such personnel;

(2) The Contractor's failure to comply with the requirements of this clause will be included in appropriate databases of past performance and may be considered in any responsibility determination or evaluation of past performance;

(3) If this is an award-fee contract, the Contractor's failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor's performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period; and

(4) This contract may be terminated for default if the Contractor fails to comply with the requirements of paragraph (b) of this clause or, if directed by the Contracting Officer, fails to remove or replace, at its own expense, any of its personnel who violate the requirements of paragraph (b) of this clause.

(d) *Rule of construction.* The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(e) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that will be performed in areas of contingency operations, complex contingency operations, or other military operations or exercises designated by the Combatant Commander.

(End of Clause)

952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2011)

(a) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language, that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of Clause)

952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JUL 2010)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

- Contract Number
- Contract Description & Location
- Company Name
- Reporting party:
 - Name
 - Phone number
 - e-mail address
- Victim:
 - Name
 - Gender (Male/Female)
 - Age
 - Nationality
 - Country of permanent residence
- Incident:
 - Description
 - Location
 - Date and time
 - Other Pertinent Information

(End of Clause)

952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (AUG 2011)

(a) **General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces - Iraq (USF-I) and United States Forces - Afghanistan (USFOR-A)

Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
- (3) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (4) Class Deviation 2011-O0004, Contractor Personnel in the United States Central Command Area of Responsibility
- (5) USFOR-A, FRAGO 11-128, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A)*
- (6) USF-I OPORD 11-01, Annex C, Appendix 20
- (7) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel Dated 18 Jan 2011.

(b) **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.

(5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.

(6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.

(7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

(c) **Communication Plan.** The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

(1) The contractor's method of notifying military forces and requesting assistance where hostilities arise, combat action is needed or serious incidents have been observed.

(2) How relevant threat information will be shared between contractor security personnel and U.S. military forces.

(3) How the contractor will coordinate transportation with appropriate military authorities.

(d) **Plan for Accomplishing Employee Vetting.** The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

(1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, (2) Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

(e) **Penalties for Non-Compliance.** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(f) **Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed.

(g) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

(h) **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.
- (4) U.S. government Ball ammunition is the standard approved ammunition.

(i) **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.
- (2) Carry weapons only when on duty or at a specific post (according to their authorization).
- (3) Not conceal any weapons, unless specifically authorized.
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.
- (5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.

(j) **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(k) **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (b), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.
- (2) Failing to cooperate with Coalition and Host Nation forces.
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
- (4) Failing to use a graduated force approach.
- (5) Failing to treat the local civilians with humanity or respect.

(6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(m) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(n) **Monthly Reporting.** The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the timelines defined in the Performance Work Statement.

(End of Clause)

952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (AUG 2011)

(a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to USF-I Contractor Operations Cell (CONOC) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to CONOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report, when necessary to the CONOC at usfic3conoc@iraq.centcom.mil DSN 318-435-2369, UK# 0044 203 286 9851 or 0044 203 239 5894 or Skype: USFICONOC.

(c) **AFGHANISTAN:** Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the SCO-A Chief of Operations and the SAR @ USFOR-A (SAR SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The SCO-A Chief of Operations in coordination with the SAR will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

(End of Clause)

952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AUG 2011)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to

USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

(End of Clause)

952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS (JUL 2010)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and

the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End of Clause)

952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-O0004.

(End of Clause)

952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (AUG 2011)

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis “A” (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees’ vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees’ vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor’s chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO’s) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (AUG 2011)

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

* CAAF means Contractors Authorized to Accompany Forces.

U.S. Citizens Accompanying the Force

- APO/FPO/MPO/Postal Services DFACs Mil Issue Equip
 Authorized Weapon Excess Baggage MILAIR
 Billeting Fuel Authorized MWR
 CAAF* Govt Furnished Meals Resuscitative Care
 Controlled Access Card (CAC) Military Banking Transportation
 Badge Military Clothing All
 Commissary Military Exchange None
 Dependents Authorized

Third-Country National (TCN) Employees

- APO/FPO/MPO/Postal Services DFACs Mil Issue Equip
 Authorized Weapon Excess Baggage MILAIR
 Billeting Fuel Authorized MWR
 CAAF* Govt Furnished Meals Resuscitative Care
 Controlled Access Card (CAC) Military Banking Transportation
 Badge Military Clothing All
 Commissary Military Exchange None
 Dependents Authorized

Local National (LN) Employees

- APO/FPO/MPO/Postal Services DFACs Mil Issue Equip
 Authorized Weapon Excess Baggage MILAIR
 Billeting Fuel Authorized MWR

tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a “relief of responsibility” from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

- (i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.
- (ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.
- (iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor’s company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the “Contractor Accountability and Personnel Recovery” Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA’s.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right

to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

**952.225-0020 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN)
(AUG 2011)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled "Contractor Demobilization (Afghanistan)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(End of Clause)

**952.236-0001 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION
PROJECTS (AUG 2011)**

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70,
- (2) 2011 National Electrical Code (NEC),
- (3) American National Standards Institute (ANSI) C2, and
- (4) United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

The following have been modified:

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$2,434.00** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

The following have been deleted:

C3 CLAUSES

(End of Summary of Changes)

KAJAKI IRRIGATION INTAKE STRUCTURE AND PIEZOMETERS REPAIRS

SECTION 01 01 40 SUMMARY OF WORK

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KAJAKI IRRIGATION INTAKE STRUCTURE AND PIEZOMETERS REPAIRS

SECTION 01 01 40 SUMMARY OF WORK

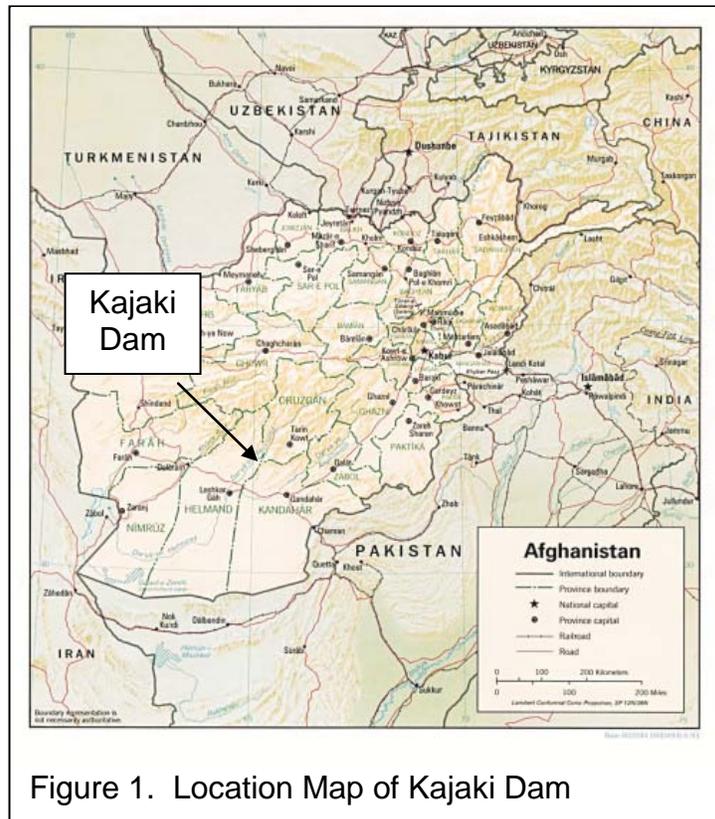
PART 1 GENERAL

1.1. SUMMARY

This section provides a summary of the various Contract work elements and their relationship to each other. This section shall be used in conjunction with all the other sections and the drawings to establish the total work requirements.

1.1.1. Project Background

Kajaki Dam serves a multi-purpose role in supplying hydropower, irrigation storage and at this time to a lesser extent flood control. Kajaki is the primary source of sustainable power for the Kandahar City and Lashkar Gah regions. Kajaki is an integral part of a larger irrigation scheme in Helmand and Kandahar Provinces and is regulated by the Helmand Arghandab Valley Authority under Ministry of Energy and Water (MEW). The project location and a plan of the reservoir are shown on Figures 1 and 2 respectively.



KAJAKI IRRIGATION INTAKE STRUCTURE AND PIEZOMETERS REPAIRS

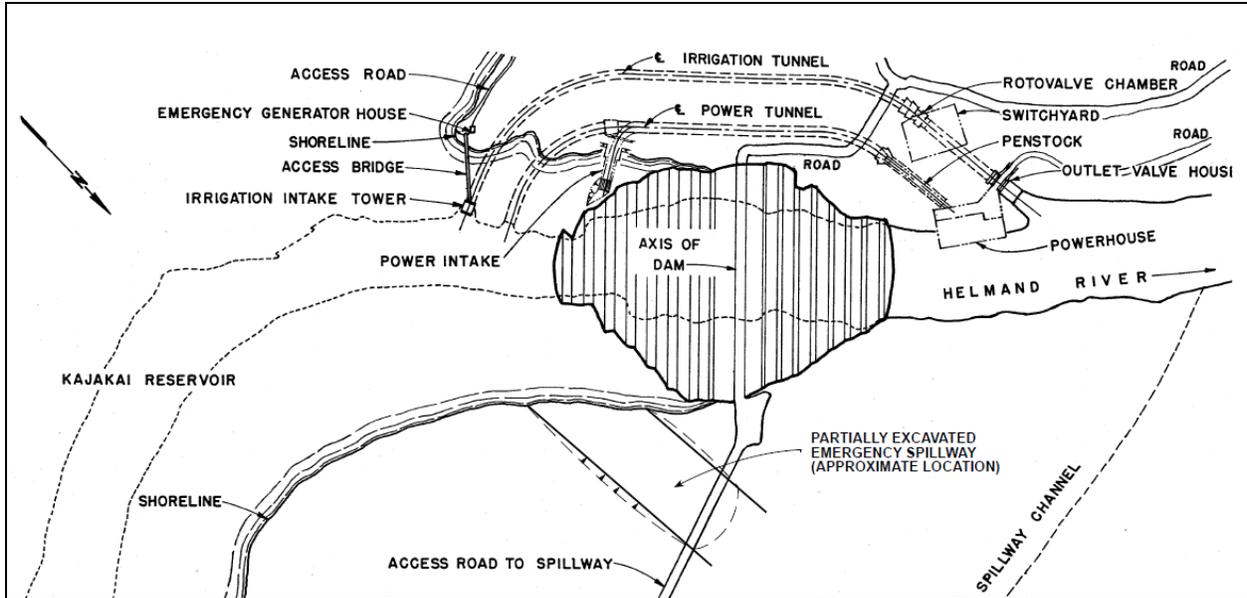


Figure 2. Vicinity Map of Kajaki Dam Complex.

Kajaki Dam was constructed in the early 1950s. A 33MW Power House project was added in 1975. However, during the Russian occupation, all work stopped and maintenance has since been inconsistent. Many components have become inoperable or their condition is unknown. Work to install Unit 2 in the powerhouse ongoing under separate contract.

The service and emergency spillways for the dam were never completed. As a result, the reservoir has been operating at a pool elevation that is significantly lower than intended. The emergency spillway has not been excavated below the dam crest, and therefore is entirely unusable. The service spillway was partially completed, with some concrete foundation existing. When the reservoir reaches this elevation, water flows freely over the partial structure and into the river below the dam. Future work by others may include the completion of the service and emergency spillways, and the subsequent raising of the pool elevation.

The Kajaki Irrigation Intake Structure system consists of an intake structure in the reservoir, tunnel, emergency closure valves, and outlet valves. The intake structure is shown in Figure 3.

KAJAKI IRRIGATION INTAKE STRUCTURE AND PIEZOMETERS REPAIRS



Reservoir water enters the system at the intake tower, which is located at the portal to one of the project diversion tunnels. A concrete bulkhead and a wheeled gate are suspended in slots which may be lowered with a hoist to close openings at the intake portal. Trash racks are located in slots upstream of the intake portals. Water flows through the diversion tunnel to a concrete plug where the water is distributed to the entrance of three steel pipe lines (penstocks). Each penstock line is equipped with a Roto Valve just downstream of the concrete plug and a Hollow Jet valve located at the end of the line. The existing Intake Structure Hoist is not functioning and does not have the capacity to lift the concrete bulkhead.

The dam has some instrumentation that has fallen into disrepair and is producing unreliable data. The existing instrumentation is documented in a report for USAID prepared by Advanced Engineering Associates International, Inc., Kajaki Project Geotechnical Work, August 2006.

1.2. WORK COVERED BY CONTRACT DOCUMENTS

1.2.1. Mandatory Work

Mandatory work to be completed in accordance with the Bid Schedule includes:

- a. mob/demob to and from this remote site and setup the required temporary structures for inspections and design of irrigation structure components, as well as installation of piezometers. (See CLN 0001 in SECTION 00010 BID SCHEDULE).

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- b. Contractor shall provide 35%, 65% and 100% design services for components of the Irrigation Intake Structure (excluding trash racks). (See CLN 0002 in SECTION 00010 BID SCHEDULE).
- c. Contractor shall construct (i.e., rehabilitate/repair or replace) all specified components of the Irrigation Intake Structure (excluding trash racks). (See CLN 0003 in SECTION 00010 BID SCHEDULE).
- d. Contractor shall provide a final design for all instrumentation. Final design shall be submitted for government approval. (See CLN 0004 in SECTION 00010 BID SCHEDULE).
- e. Contractor shall design and install piezometers on the left abutment of the dam, survey monuments, pillars and survey tools, and staff gauges. (See CLN 0005 in SECTION 00010 BID SCHEDULE).

1.2.2. Optional Work

Optional work to be completed in accordance with the Bid Schedule includes:

- a. Contractor shall inspect trash racks and trash rack guides as part of the Irrigation Intake Structure. (See CLN 0008AA in SECTION 00010 BID SCHEDULE).
- b. Contractor shall replace trash racks (excluding guides) according to original design. (See CLN 0009AA in SECTION 00010 BID SCHEDULE).
- c. Contractor shall repair trash rack guides according to original design. (See CLN 0010AA in SECTION 00010 BID SCHEDULE).

1.2.3. Description of Work

1.2.3.1. Mobilization and Demobilization

The work shall be located at the Kajaki Dam site and is located on the Helmand River approximately 90 kilometers northwest of Kandahar City, Afghanistan (32.323N, 65.119E). Based on recent construction activities near the subject site, the Contractor will likely require access to the site by air transport. The anticipated release point will likely be Bastion Air field. Contractor will be required to coordinate with USACE and Marine Expeditionary Forces. There is no commitment of military assistance for transportation assistance..

1.2.3.2. Irrigation Intake Structure Design & Construction

Work on the Irrigation Intake Structure involves rehabilitation and upgrade of the existing bridge crane and two closure bulkheads. The bridge crane is currently inoperable. Design changes include an up-rating of the crane from 75 TON to 100 TON. Up-rating the crane will require an inspection and analysis of the existing structural elements and reinforcement if necessary.

Work on the crane shall include: (1) inspection of the existing structure and crane, (2) design and construction of a replacement jib crane, (3) design and construction of bridge crane hoist and trolley, (4) design and construction of associated rigging, (5) design and construction of bridge and trolley traversing trucks (6) design and

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construction of all electrical crane controls, (7) inspect and repair lifting beams, (8) inspect and repair bulkhead dogs, (10) design and construction of all associated electrical system power. Work on the bulkheads will include rehabilitation of the wheeled bulkhead (WHEEL GATE on drawings) and perform necessary repairs to the Concrete Bulkhead Gate (STOP LOG on drawings).

Work will also require design and construction of an alternate method of watering the tunnel to reduce the lifting requirements on the gates. The current method simply involves lifting the gate 6 inches which generates a large lifting requirement on the crane.

Optional work includes an inspection of the trash racks and guides and replacement of trash racks (excluding guides) according to original design.

1.2.3.3. Instrumentation Design and Construction

Instrumentation for the embankment dam will include the installation of survey monuments and pillars, and staff gages, along with surveying equipment to provide settlement and deflection readings for the dam.

1.3. CONTRACT DRAWINGS

The drawings that accompany these specifications are a part thereof.

Contract drawings, maps, and specifications will be furnished to the Contractor without charge per Section 007000, Contract Clause 252.236-7001, Contract Drawings and Specifications. A schedule of available drawings is attached in Appendix A. Several useful record drawings have been lost to history and not recovered for this project. Contractor will be required to prepare informational drawings where the existing set is incomplete but necessary to the project.

Contractor shall check furnished drawings and notify the Government of any discrepancies. Further, Contractor shall verify field conditions and informational drawings.

Reference publications will not be furnished.

1.4. DESIGN GUIDANCE AND SPECIFICATIONS

A list of applicable guidelines is provided in Appendix B.

1.5. HISTORICAL DOCUMENTS

A copy of the relevant historical documents is attached as Appendix C, including the Final Design Report on Kajaki Dam, Arghandab Dam, and Boghra Canal Projects.

1.6. OCCUPANCY OF PREMISES

Building(s) will be occupied during performance of work under this Contract. Occupancy notifications will be posted in a prominent location in the work area.

KAJAKI IRRIGATION INTAKE STRUCTURE AND PIEZOMETERS REPAIRS

Before work is started, the Contractor shall arrange with the Contracting Officer a sequence of procedure, means of access, space for storage of materials and equipment, and use of approaches, corridors, and stairways.

1.7. EXISTING WORK

In addition to Section 007000, Contract Clause 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements:

The Contractor shall not remove or alter existing work in such a manner that injures or damages any portion of the existing work to remain.

Upon completion of the work, the Contractor shall repair or replace portions of existing work, which have been damaged by Contractor's operations, to preconstruction conditions at the expense of the Contractor.

1.8. SECURITY

Security is critical to construction in Afghanistan, especially on roads and remote areas away from Coalition Force bases. The Contractor must have an appropriate amount of security/protection to match the threat in the project area, outside of the perimeter fence, and along the supply routes. A detailed security plan in accordance with Section 01 40 00 SECURITY shall be approved by the Government before construction notice to proceed.

The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed.

1.9. UXO REMOVAL AND CLEARANCE

The contractor shall search for, identify and clear all mines and unexploded ordnance (UXO) from all work areas. The contractor may only provide clearance/removal services via UN Mine Action Center for Afghanistan (UNMACA) accredited entities, and clearance shall be accomplished to the anticipated foundation depth as indicated in the contract. If sub-surface construction activities are to be performed on this site the minimum clearance depth will be 1 meter. Sub-surface clearance for construction activities in excess of 1 meter as defined by the contract parameters will also be the responsibility of the contractor. Clearance by definition is an investigation and clearance of all sub-surface metallic anomalies on the site. Clearance/removal may only be undertaken in accordance with International Mine Action Standards (IMAS), Afghanistan Mine Action Standards (AMAS), and applicable U.S. Army Corps of Engineer (USACE) Ordnance & Explosives (OE) safety standards. When mines and/or UXO's are identified, the Contractor shall place them in a location in accordance with IMAS/AMAS/USACE until destruction of the items can take place. Construction work shall not occur inside the safety exclusion zone based on the most probable munition (MPM) expected on the site. Construction will not commence in any area that has not been cleared to the specified depth.

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The contractor will provide a standard UXO/Demining safety work plan to the US Army Corps of Engineers UXO / Demining COR for review prior to commencement of all UXO clearance / demining activities on the project sites. Once the UXO/ Demining clearance has concluded, the contractor shall provide the US Army Corps of Engineers UXO / Demining COR a clearance certificate for review and approval before any construction activities are to commence.

NOTE 1: The USACE does not need written clearance certificate approval from the UNMACA to approve the construction start activities. However, the contractor is responsible for providing a copy of the clearance certificate to the UNMACA for entry into their country wide database. A final signed copy of the UNMACE certificate must then be provided to the USACE UXO/Demining COR.

It is the responsibility of the Contractor to be aware of the risk of encountering UXO/mines and to take all actions necessary to assure a safe work area to perform the requirements of this contract. The Contractor assumes the risk of any and all personal injury, property damage or other liability arising out of or resulting from any Contractor action taken hereunder. The Contractor and its subcontractors may not handle, work with, move, transport, render safe, or disarm any UXO/mine, unless they have appropriate accreditations under the IMAS/AMAS from the UNMACA.

If after the entire site has been cleared of UXO/mines per the International Mine Action Standards (IMAS) and clearance is done to the anticipated foundation depth, the Contractor becomes aware of or encounters UXO or potential UXO during construction, the Contractor shall immediately stop work at the site of the encounter, move to a safe location, notify the COR and Demining Contractor/ Demining Sub-Contractor, and mitigate any delays to scheduled or unscheduled contract work. The Demining Contractor/ Demining Sub-Contractor shall remove and dispose of UXO's per the International Mine Action Standards (IMAS). These standards can be found at <http://www.mineactionstandards.org>. The Contractor assumes the risk of any and all personal injury, property damage or other liability, arising out of and resulting from any Contractor action hereunder. In these cases the contractor shall be required to identify and dispose of the ordnance.

NOTE 2: Point of Contact for UXO/Demining Safety Work Plan review and approval shall be directed to the US Army Corps of Engineers Demining Safety/COR:

UXO Safety/ Mine clearance COR, USACE
tas.uxo-deminingsafety@usace.army.mil,

Jeffrey Helmick USACE OESS/COR Mine Clearance AES
jeffrey.a.helmick2@usace.army.mil
Roshan: 079-403-1452
Comm: 540-723-6129

Marty Holmes USACE OESS/ACOR Mine Clearance AES
Roshan: 079-752-9684

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Comm: 540-667-6359

PART 2 PRODUCTS
Not used.

PART 3 EXECUTION
Not used.

– END OF SECTION –

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SECTION 010150 TECHNICAL REQUIREMENTS

PART 1 GENERAL

1.1. COMPLIANCE

The Contractor's design and construction shall comply with technical requirements contained herein. The Contractor shall provide design and construction using the best blend of cost, construction efficiency, system durability, ease of maintenance and environmental compatibility. Criteria for proposal evaluation is in SECTION 00113, PROCEDURES FOR SUBMITTAL OF OFFERS AND PROPOSAL EVALUATION CRITERIA.

1.2. MINIMUM & ALTERNATE REQUIREMENTS

These design and product requirements are minimum requirements.

1.3. ASBESTOS-CONTAINING MATERIALS

Asbestos-containing material (ACM) shall not be used in the design and construction of this project. ACM is defined as a material composed of 1% or more asbestos by weight.

1.4. SAFETY

Designs and finished products shall conform to EM 385-1-1.

1.5. MANDATORY AND OPTIONAL ITEMS

All items in this section are considered mandatory work items to be performed by the Contractor, unless the paragraph title is indicated to be (OPTIONAL). For those items listed as optional, only the portion of work under that specific paragraph title and related subparagraphs shall be considered as optional.

1.6. SITE SPECIFIC LIMITATIONS OF WORKING SPACE AND CONSTRAINTS

The Contractor shall become familiar with the nature of the work to be done and identify constraints which must be considered for design and construction. A list of notable items is included below. This list is not inclusive, and failure to identify additional site constraints does not relieve the Contractor from the responsibility to become familiar with all aspects of work.

1.6.1. Intake Structure

- a. The intake structure bridge crane hoist is currently inoperable. The design drawings conservatively rate the existing hoist at 75 tons which is for the center of the bridge, not the lift points at the columns.

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- b. Access to the intake structure is via a pedestrian footbridge. The original O&M Manual specified a weight restriction limited to “hand carry only”. The design documents indicate 93 psf. The footbridge loading shall be limited to hand transport or small cart not to exceed 1,000 lbs total. Deviation from this weight limitation is not acceptable unless the Contractor performs an inspection of the condition of the bridge and submits a report along with a structural analysis by a licensed structural engineer showing the structural system is adequate to support the proposed loading.
- c. The concrete bulkhead is supported at its current elevation and cannot be moved with the existing hoist.
- d. The O&M manual specifies that the gates must not be closed unless one of the downstream valves is still open.
- e. The pressure diagram for the wheel gate design is on drawing 15-F-11 (R1).
- f. The operational requirements of the intake structure are extremely important to the appropriate rehabilitation of the Irrigation Intake Structure. The government has performed a review of the design documents and O&M manual to facilitate developing this request for proposal. A copy of this government review is attached – See Engineering Alternative MS1-2-5. The Contractor’s engineer must perform an independent review of the design documents and the O&M manual as part of this contract.

1.6.2. Piezometers and Instrumentation Installation

- a. The Contractor shall determine detailed access requirements for installation of all instrumentation during a site inspection and submit a report.
- b. The reservoir pool is currently limited to a lower elevation than originally designed, due to the incomplete service and emergency spillways. The current reservoir has never been impounded to a level higher than about Elevation 1037m. All new designs and equipment shall be based on the potential maximum pool at Elevation 1050m as if these spillways were complete.

1.7. TEMPORARY STRUCTURES

The Contractor shall erect suitable temporary fences, lighting, and necessary structures to safeguard the site, materials and plant against damage or theft and for the protection of the general public and shall adequately maintain the same throughout the course of the contract.

1.8. SUBCONTRACTORS

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Compliance with the provisions of this section by subcontractors will be the responsibility of the contractor.

1.9. APPLICABLE CODES, GUIDE SPECIFICATIONS AND TECHNICAL CRITERIA

The codes and guide specifications found in Appendix B shall be required for this project. This list is not comprehensive. Additional codes and specific technical standards are referenced in other sections and paragraphs below that will also be required.

1.9.1. Equivalent Codes and References

Any Code or Reference that can be determined to be substantially equivalent to those specified in this document may be used, but it is the Contractor's responsibility to show the equivalency of the alternate Code or Reference and the Contracting Officer must approve its use prior to implementation. A partial listing of references is included within the Request for Proposal.

1.10. SITE DEVELOPMENT

1.10.1. Environmental Protection

1.10.1.1. Applicable Regulations

The Contractor shall comply with all Host Nation laws, rules, regulations or standards concerning environmental pollution control and abatement with regard to discharge of liquid waste into natural streams or manmade channels. The contractor shall review host nation regulations with the contracting officer prior to design and discharge of any liquid wastes into natural streams or manmade channels.

1.10.1.2. Notification

The Contracting Officer will notify the Contractor in writing of any observed non-compliance with the foregoing provisions. The Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until he (she) is satisfied corrective action has been taken. No extension of time or damages will be awarded to the Contractor unless it was later determined that the Contractor was in compliance.

1.10.1.3. Spillages

Measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and construction materials from polluting the construction site and surrounding area.

1.10.1.4. Disposal

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Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., shall be taken to a dumpsite approved by the Contracting Officer. Burning at the project site for the disposal of refuse and debris will not be permitted.

1.11. PROJECT: IRRIGATION INTAKE STRUCTURE

1.11.1. Mechanical Work

1.11.1.1. Bridge Crane

Rehabilitate the irrigation intake structure bridge crane. The new hoist and trolley are estimated to weigh approximately 10,000 lbs. Contractor may upsize the proposed jib crane for the purpose of lifting rehabilitation components if it keeps the cost down and is an overall benefit to the government. The actual weight of the hoist and trolley shall be determined prior to installation. All weights shall be coordinated with the appropriate agency to ensure that it is within the capacity of the proposed hoisting method. The rehabilitated bridge crane shall meet the following requirements:

- a. The crane shall be able to be operated by one individual.
- b. The crane shall be up-rated from the current capacity of 75 tons up to 100 tons (200,000 pounds-force, lbf). The Contractor shall perform a full analysis of the bridge crane and determine the modifications required. Contractor may assume an alternate method of watering the tunnel thus reducing the maximum load on the gate that would otherwise be required. The Contractor shall prepare new lifting diagrams. The intake tower structure, crane structure, and hoist components shall have a capacity adequate for all live and dead loads resulting from the rated load.
- c. The crane shall be able to completely lower and raise each of the two closure bulkheads (i.e., both WHEEL GATE and STOP LOG) under static conditions.
- d. The hoist block shall travel at least four feet per minute up or down at rated load. The hoist shall be electrically powered and push-button operated.
- e. The designers shall determine if stainless steel or galvanized wire rope is required for withstanding the environmental conditions, and provide design criteria accordingly.
- f. The trolley traverse mechanism shall be able to traverse the trolley at rated load.
- g. The trolley traverse may either be electrically powered and push-button operated, or manually operated with a maximum of 20 lbf manual input at rated load. If electrically powered, the trolley traverse shall operate at a minimum of five feet per minute.

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- h. The bridge traverse mechanism shall be able to traverse the bridge at least twenty feet per minute at rated load.
- i. All hoist and bridge traverse components shall be rated for and capable of continuous operation. The bridge traverse shall be electrically powered and push-button operated.
- j. Crane hoist, trolley, and bridge traverse mechanisms each shall be equipped with a brake capable of preventing movement that is not commanded.
- k. All crane components shall be protected from damage due to corrosion, dust and debris, sun, weather, and lightning.
- l. All crane components shall be capable of forgoing maintenance for five years with no adverse affects on operation.
- m. The crane shall be outfitted with a pendant control to allow operation from the intake structure deck.
- n. Motor starters shall be rated for plugging duty.
- o. Motor functions shall be protected from over travel by limit switches or other means.
- p. The bulkheads (i.e., both WHEEL GATE and STOP LOG) shall be protected from gate skew by slack cable switches or other means.

1.11.1.2. Jib Crane

Replace the jib crane located on the bridge crane. The jib crane is intended solely for crane service items, such as lubricants, hand tools, and small replacement pieces.

The jib crane shall meet the following requirements:

- a. The jib crane shall be able to lift objects between the bridge crane deck and the intake structure deck.
- b. The jib crane boom shall be high enough off the deck that normal service items will be fully suspended in the air over the crane deck at the upper limit of travel.
- c. The jib crane shall be able to be operated by one individual.
- d. The jib crane shall have a rated capacity of ¼ ton (500 lbf). If outfitted with a manual hoist, the operator shall be able to lift the rated load with a maximum of 20 lbf effort.

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- e. The jib crane hoist shall be outfitted with a brake capable of holding the rated load. The brake shall be operated from the operator station.
- f. The jib crane shall be able to smoothly swing 360 degrees about the upright member at rated load. The crane shall have a provision to swing the boom from the operator station. All crane components shall be protected from damage due to corrosion, dust and debris, sun, weather, and lightning.

The jib crane may be upsized to assist with lifting components required for rehabilitation of the Bridge Crane.

1.11.1.3. Lifting Beams

Rehabilitate the two lifting beams for the intake bulkheads (i.e., both WHEEL GATE and STOP LOG). The lifting beams shall meet the following requirements for their respective bulkheads:

- a. Each lifting beam shall be able to interface with the bulkhead.
- b. Each lifting beam shall be able to fully lower the bulkhead, disengage, and be hoisted back to the intake structure deck with operation by a single person and without fouling or binding in the guide slots.
- c. Each lifting beam shall be able to travel to the bottom of the guide slot, engage a bulkhead, and fully raise the bulkhead to the dogging position at the intake structure deck.
- d. The lifting beam shall engage and disengage the bulkhead with the pull of a rope, at no more than 40 lbf.
- e. The lifting beam shall have a mechanism or design that prevents the beam from being oriented in a manner which would prevent engagement or disengagement from the bulkhead.
- f. The lifting beam shall have a mechanism that prevents inadvertent release of the bulkhead.
- g. All lifting beam components shall be protected from damage due to corrosion, dust and debris, sun, and weather.

1.11.1.4. Bulkhead Dogs

Rehabilitate or replace the dogs for both bulkhead types (i.e., both WHEEL GATE and STOP LOG). Perform design analysis to ensure that the dogs have an adequate capacity as described below. New or existing dogs shall meet the following requirements:

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- a. Stops shall have a capacity of twice the weight of the held bulkhead.
- b. Stops shall be operated/placed/installed with a maximum of 40 lbf manual input.
- c. All dog/stop components shall be protected from damage due to corrosion, dust and debris, sun, and weather.

Rehabilitation of the dogs shall include:

- a. Complete removal of the existing paint system.
- b. 100% visual inspection of the dogs for structural deficiencies, and correction of any findings. Submit a report on the condition of existing equipment including recommendations for correcting deficiencies.
- c. Repainting with an approved vinyl-based paint system. The system shall include primer, intermediate, and top coats and in thicknesses as specified by the paint manufacturer for the application.

If necessary, replacement of the dogs shall include:

- a. Design, fabrication, and installation of new dogs. Dogs shall meet the performance requirements listed above.

1.11.1.5. Site Inspection

All inspections should be performed by a qualified mechanical engineer. Perform visual inspection of crane structure, welds, rails, and paint system. Submit a report on the condition of existing equipment and structures, including recommendations for correcting deficiencies.

1.11.1.6. Design/Manufacture

Use ASME B30.2-2005 and Unified Facilities Criteria UFC 3-320-07N for the development of technical specifications for the design, construction, and installation of all crane components. In the event of a conflict or an overlap in governance between the two standards, the most stringent requirements shall apply.

1.11.1.7. Installation and Site Work

- a. Shop-fit and assemble components to the fullest extent possible prior to transportation to the site, to ensure proper fit. Match mark individual components for ease of field assembly. Disassemble as required for shipping.
- b. Replace end truck wheel bearings on the bridge crane.
- c. Replace all bridge crane drive components.

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- d. Replace entire jib crane.
- e. Replace entire bridge crane trolley, hoist, and all hoisting equipment.
- f. Replace all power/control wire and equipment. See paragraph 1.11.2. ELECTRICAL WORK.
- g. Remove any existing rust, corrosion, or failed paint system. Repaint exposed surfaces.
- h. Install grease distribution system.
- i. Lubricate all components requiring lubrication.
- j. Test bridge drive mechanism at no load. Correct any deficiencies. Test at rated load. Correct any deficiencies.
- k. Test hoist and trolley mechanisms at no load. Correct any deficiencies. Test at rated load. Correct any deficiencies.

1.11.2. Electrical Work

1.11.2.1. General

Prepare construction plans & specifications, as well as perform construction, testing and commissioning for the irrigation intake crane, emergency diesel generator and associated power distribution system. Design and installation shall conform to requirements of NFPA 70 and IEEE C2.

1.11.2.2. Site Inspection

Original As-constructed drawings required to facilitate design under this contract are not available. The available drawings are considered "Informational" since they are not certified "As-Constructed". Therefore, the Contractor shall conduct site inspections to gather the required information for preparation of informational drawings required to complete design. Site inspections will also be necessary to determine condition of existing electrical systems where indicated below. All inspections shall be performed by a qualified electrical engineer. A list of drawings required to be as-constructed is provided below:

- Single-Line Diagram (17-F-8)
- Aerial Distribution Line – Plan and Details (17-F-6)
- Intake Tower Access Bridge – Bent and Girder (15-F-65)

These drawings can be found in Appendix A.

1.11.2.3. Design

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Design shall utilize guide specifications and industry standards referenced within this Section. Controls shall not use any solid-state devices unless similar electro-mechanical type devices are not available or will not provide the required function. Electrical materials shall be dust-tight, corrosion-resistant and have an operating temperature suitable for the harsh conditions found at this site. Existing electrical distribution system characteristics can be found on the Informational Drawings. See Appendix A for list of Informational Drawings.

1.11.2.3.1 Studies

- a. Conduct load study and voltage drop study (and fault study if required) on the aerial distribution line (or optional buried line) to verify it has adequate capacity to service the existing connected loads plus the intake crane structure loads. Contractor shall notify the Contracting Officer of any un-authorized connections.

1.11.2.3.2 Irrigation Intake Structure

- a. Replacement of electrical equipment for irrigation intake crane. Equipment includes, but not limited to: lighting fixtures/switches, crane control devices, motor starters, transformers, power distribution panels. Motor starters shall be reduced voltage, non-solid state type; wye-delta, primary impedance, partial-winding, or primary resistive Use Technical Specification 412213.13, BRIDGE CRANES for guidance. Controls shall conform to the requirements of NEMA ICS 1, ICS 2, ICS 5 and ICS 8. Lighting shall utilize HID fixtures capable of producing a minimum level of illumination at the structure's main platform in accordance with IES Lighting Handbook guidance.
- b. Replacement of power/control conductors for the irrigation intake crane (existing conduits may be used if undamaged, adequately sized, and conform to applicable standards).
- c. Replace crane rail electrification systems for damage. Perform continuity tests on runway conductors and current collectors. See informational drawings 9698D20 and 9798D8.
- d. Restore power to the Intake Structure by replacement of conductors between irrigation intake structure and overhead line. Design of aerial distribution components shall conform to requirements of TM 5-811-1.

1.11.2.4. Products

Power and control conductors shall be stranded copper with cross-linked thermosetting polyethylene insulation and non-PVC jacket conforming to NEMA WC 70. Enclosures shall be constructed of steel and conform to NEMA 250. Enclosures indoors shall be Type 12 and enclosures outdoors or in damp locations shall be Type 4X. Indicating (pilot) lights shall be push-to-test type. All exposed conduit shall be rigid galvanized steel

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conform to UL 6. All buried conduit shall be PVC-coated rigid galvanized steel conforming to NEMA RN 1.

1.11.2.5. Installation

Remove all unused electrical equipment & materials (control panels, conduit, wire, etc.) prior to installation of new equipment. Removed equipment and materials are the property of the Contractor and shall be removed from site. Installation of new equipment shall conform to applicable codes and standards, as well as manufacturer's recommendations.

1.11.2.6. Testing

Field and operating testing shall be conducted in accordance with SECTION 016400 START UP TESTING AND COMMISSIONING. The emergency diesel generator shall be tested in accordance with Technical Specification 263214.00. As well, all new and reused wire shall be given insulation resistance (Meggar) and continuity tests.

1.11.2.7. Operation & Maintenance

O&M Manual covering all equipment shall be prepared in accordance with SECTION 017810 OPERATIONS AND MAINTENANCE DATA. O&M data for the emergency diesel generator shall include instructions on manual exercising in accordance with manufacturer's recommendations

1.11.3. Structural Work

1.11.3.1. Access Bridge

The access bridge will require an inspection and structural analysis by a qualified engineer if used for moving heavy loads beyond the Site Specific Limitations in paragraph 1.6.

1.11.3.1.1. Structural Elements of Intake Structure

Contractor shall inspect the structural elements of the intake structure and prepare a reinforcement design if necessary to account for the rehabilitated Bridge Crane. A government review of the history of operations and the original design drawings indicates the proposed loads for the rehabilitated Bridge Crane will not exceed the original designs. Contractor's engineer shall verify the loading by performing an independent review designs and operational history of the intake structure.

1.11.3.2. Trash Racks and Guides (Optional)

1.11.3.2.1. Inspection

Inspect the existing trash racks and associated guide slots. Submit a report on the condition of existing equipment and structures, including recommendations for correcting deficiencies.

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1.11.3.2.2. Trash Rack Replacement (OPTIONAL)

Replace trash racks according to original design. Trash racks shall exhibit corrosion-resistance, through an approved paint system, or bitumen coating according to original design. Galvanization is not required.

1.11.3.2.3. Trash Rack Guide Repair (OPTIONAL)

The government assumes the guides will have experienced less corrosion than the exterior racks due to their partial encasement in concrete. Contractor shall verify the corrosion with the results of the inspection. The trash racks and associated guide slots shall be repaired according to original design.

1.11.3.3. Irrigation Tunnel Closure Wheeled Bulkhead

This paragraph covers the smaller of the two intake tunnel closure bulkheads. It is listed on drawings as the WHEEL GATE. Analyze the design of the existing wheeled bulkhead to ensure an adequate design and capacity. Rehabilitate the wheeled bulkhead. Rehabilitation shall include:

- d. Complete removal of existing paint or coating system to bright metal.
- e. 100% visual inspection of welds and structural steel. Repair of defects or cracks discovered.
- f. Complete replacement of wheels, bearings, and shafts.
- g. Complete replacement of seals.
- h. Modification of lifting points or rigging as necessary to interface with new lifting equipment.
- i. Repainting with an approved vinyl-based paint system. The system shall include primer, intermediate, and top coats and in thicknesses as specified by the paint manufacturer for the application.
- j. Functional testing to ensure the bulkhead meets the performance requirements set forth below and as outlined in SECTION 016400 START UP TESTING and COMMISSIONING.

The wheeled bulkhead shall meet the following performance requirements:

- a. The bulkhead shall interface with existing dogs.
- b. Bulkhead travel shall be smooth throughout the entire range of travel up and down, without hesitation or binding on guide slots.
- c. The bulkhead shall fully seat against the irrigation tunnel intake and prevent leakage, permitting the tunnel to be dewatered. Acceptable leakage is fifteen gallons per minute.

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- d. The bulkhead shall be designed in accordance with EM 1110-2-2105 and EM 1110-2-2701 for the reservoir at maximum pool.
- e. Depending on Contractor design, install valve in the face of the bulkhead to provide an alternate method of watering the tunnel. See Paragraph 1.11.5.

1.11.4. Irrigation Tunnel Closure Concrete Bulkhead

This paragraph covers the larger of the two intake tunnel closure bulkheads. It is listed on the informational drawings as the STOP LOG.

The existing concrete bulkhead shall be rehabilitated by lifting the bulkhead up clear of the structural elements and replacing the seals. The contractor shall provide the necessary scaffolding, and other temporary features. The contractor shall provide protection as necessary to assure that the existing intake tower and inlet structure is not damaged during the repair. The contractor shall repair any damage at no cost to the government.

The bulkhead shall meet the following requirements:

- a. The bulkhead seals shall be replaced according to the original design.
- b. Bulkhead travel shall be smooth throughout the entire range of travel up and down, without hesitation or binding on guide slots.
- c. The bulkhead shall fully seat against the irrigation tunnel intake and prevent leakage, permitting the tunnel to be dewatered. Acceptable leakage is fifteen gallons per minute.

1.11.5. Alternate Tunnel Watering System

Contractor shall design and install an alternate tunnel watering system to ultimately reduce the load on the hoist while lifting the wheeled bulkhead. The Government presumes that a valve system may be installed on the Wheeled Bulkhead. The Contractor may develop alternate designs. The O&M manual currently states that the time required to water the tunnel under current operations (6-inch lift on wheel gate) takes 3-4 hours. The Contractor shall design a system that takes no longer than 8 hours to water the tunnel.

1.12. PROJECT: INSTRUMENTATION

1.12.1. Civil/Geotechnical Work

1.12.1.1. General

Instrumentation type, location, depth (as applies), installation, and completion (finish) shall be in accordance with the Instrumentation Plan and applicable USACE and ASTM standards for embankment dam instrumentation for design, stability, and operation. The Instrumentation Plan and Elevation View are included Appendix A and should be used as a guide to required type and locations.

1.12.1.2. Geotechnical Requirements

Existing geotechnical information is not available at the project site. Any site-specific geotechnical data required to develop geotechnical related design and construction activities for this project shall be the Contractor's responsibility. The Contractor shall develop all pertinent geotechnical design and construction parameters by appropriate field and laboratory investigations and analyses. The Contractor shall produce a detailed geotechnical report containing field exploration and testing results, laboratory testing results (particle sizes and distribution, liquid and plastic limit test, and moisture and density test) and any other tests as needed to properly conduct necessary calculations to determine the engineering properties of the soil). Information in the report shall include, but not limited to: existing geotechnical (e.g. surface and subsurface) conditions, location of subsurface exploration logs on site plan, exploration point, allowable soil bearing capacity and foundations recommendations, ground-water levels, and construction materials (e.g. concrete cement, asphalt, and aggregates). For standard penetration test (SPT), the Contractor shall use ASTM D1586. All geotechnical laboratory and field work shall be based on standards set forth in the ASTM. Contractor shall not use any DIN standards for penetration tests in lieu of ASTM D 1586. Soil investigations shall conform with AED Design Requirements: Geotechnical Investigations for USACE Projects, latest version, or most recent version.

The contractor shall conduct soils classification per ASTM D 2487-06. The contractor shall submit a geotechnical investigation plan prior to commencing any field investigation to the USACE-AED Engineering Branch through the COR for review and approval. Once the plan is reviewed and approved, the Contractor can start the field investigation. The Geotechnical report shall be submitted with all the design review submittals as specified in the 01335. No design review submittal shall be considered complete without an approved geotechnical report. Geotechnical investigation plans and report of investigations shall be submitted promptly in accordance with Section 01335.

1.12.1.3. Geotechnical Qualifications

A geotechnical engineer that is a member of a geotechnical firm responsible to the Contractor shall oversee all geotechnical engineering design parameters. The geotechnical engineer shall be qualified by: education in geotechnical engineering; professional registration; and a minimum of ten (10) years of experience in geotechnical

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engineering design. The geotechnical firm conducting the field investigation and laboratory work shall be certified by the Chief, Quality Assurance Branch USACE-AED. Certification document shall be submitted as part of the Geotechnical Report.

1.12.1.4. Site Inspection

Perform visual inspection of the embankment dam crest, abutment areas, Powerhouse grounds and walls, and Irrigation Intake Tower for proposed instrumentation installation locations. Location of instrument sites, access for installation, and site required work for access and disposal of cuttings from drilling shall be determined from the site inspection and coordination with the Government. All personnel and equipment needed to perform a thorough analysis shall be included in this inspection. Upon completion of the inspection, the contractor shall submit a formal Inspection Report at 65% design phase. (additional detail found in SECTION 013315 SUBMITTAL PROCEDURES). At a minimum, the report shall provide additional detail, pictures, and findings of every location or component as found in the Bid Schedule, SECTION 011100 and SECTION 010150 TECHNICAL REQUIREMENTS.

1.12.1.5. Design/Manufacture

Instrumentation type shall be in accordance with applicable standards for materials, assembly, installation, and testing so that it will be complete and acceptable for use.

Designs and catalogue sheets for all equipment shall make reference to and be appended to the Site Inspection Report.

1.12.1.6. Installation and Site Work

Locks for all instruments shall be keyed alike where possible. Provide approved locks and keys. Use the following references for design.

- a. Piezometers - reference for design include ASTM D5092, ER 1110-2-110, ER 1110-1-1807, and EM 1110-2-1908.
- b. Survey monuments and pillars – reference for design includes EM 1110-2-1009, EM 1110-2-1908, EM 1110-2-4300, and associated references.

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1.12.1.6.1. Piezometers

Install piezometers in the locations as illustrated in the Proposed Instrumentation plan drawings in Appendix A. Install the same number of open tube piezometers and corresponding sensing zone(s) as shown in the Proposed Instrumentation plan drawings or as specified in accordance with ASTM D5092 and USACE guidance as applicable, complete and ready for use including locking cover or caps over each piezometer. Provide three (3) portable battery operated water level meter sensing units with light and sounding buzzer to indicate water with markings in meters and millimeters. Two sensing units shall have 100 meter length cables and one unit shall have a 50 meter cable. Sensing units shall be Stevens Water Monitoring Systems, In. Contact Meter or the Durham Geo Slope Indicator Water Level Indicator (230 mm reel – 100 m cable and 180 mm reel – 50 m cable), or equivalent.

1.12.1.6.2. Survey Monuments and Pillars

Install permanent survey monuments and survey pillars for the alignment lines shown as approved on the drawings in Appendix A (See CLN 0005). All monument points and pillars shall include covers or caps to provide secure installations, complete and ready for use. Work to be designed and installed in accordance with EM 1110-2-1009, EM 1110-2-1908, EM 1110-2-4300, and associated references. Typical installation designs drawings are included in Appendix A. Existing survey reference elevations and survey monuments will be provided by the Government. Pillar types and monument point installations are shown in the drawings to provide a design basis.

1.12.1.6.3. Survey Instrumentation

The Contractor shall provide the necessary survey instrumentation and training to project staff (See CLN 0005). The intent is to allow project staff to detect movement and once detected the standard operating procedure would be to obtain the services of a qualified land surveyor capable of a deformational survey. Reference EM1110-2-1009 Structural Deformation Surveying – Embankment Structures Earth-Rockfill Dams and Levees. The deflection tolerances for measurement is ± 20 -30mm for slope/crest stability and alignment, and ± 10 mm for settlement.

Contractor shall provide a low technology system for measuring movement of the monuments. Survey system examples include an optical transit, or line laser used in tandem with simple staff gauges. The proposed low tech system and monument design should not preclude the use of future systems that include higher precision.

1.12.1.6.4. Staff Gages

Install staff gages for visual reference of pool elevation and tailrace elevation (See CLN 0005). Porcelain enameled staff gages similar to Stevens Water Monitoring Systems Style M metric measurement staff gages shall be installed with figure plates to denote pool elevation from elevation 1007 m to 1050 m and for tailrace elevation from elevation 962 m to 974 m. Staff gages panel or board and mounting to be Contractor designed. Equipment to be supplied shall include an optical spotting scope or binocular of sufficient magnification to read the pool elevation staff gage from a distance of 200m,

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or the distance from the Power Intake to the Irrigation Intake Structure where the pool staff gage will be mounted on the northwest leg of the intake structure. The tailrace staff gage shall be mounted on the upstream wall of the Powerhouse facility near the elevation reference point.

1.13. SPARE PARTS

1.13.1. Bridge Crane

- a. Furnish two (2) replacement bearings and couplings of each size for the bridge drive, trolley drive, and hoist.
- b. Furnish one (1) complete set of standard replacement parts and wear items for all motors, speed reducers, bearings, and couplings.
- c. Furnish one (1) complete set of special tools specific to crane components.
- d. Furnish five (5) years worth of consumables for servicing, based on the manufacturer's recommended service intervals.

1.13.6. Electrical Controls

- a. Furnish four (4) indicating light assemblies of each type used
- b. Furnish four (4) indicating light lens of each color used
- c. Furnish two (2) control relays of each type used
- d. Furnish five (5) fuses of each type and rating used
- e. Furnish two (2) control transformers of each type and rating used
- f. Furnish two (2) control (selector) switches of each type used
- g. Furnish two (2) pushbutton assemblies of each type used
- h. Furnish a minimum of two (2) for any other replaceable control component used.

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1.14. OPERATIONS AND MAINTENANCE (O&M) -

See SECTION 017810 OPERATION AND MAINTENANCE DATA for shop, assembly, and operations and maintenance drawing and data requirements.

PART 2 PRODUCTS (Not used)

PART 3 EXECUTION (Not used)

-- END OF SECTION --

**SECTION 01 06 00
SPECIAL CLAUSES**

REVISED 29 JUL 2011

1 GENERAL

1.1 PRECONSTRUCTION CONFERENCE

1.1.1 SCHEDULE OF MEETING

At the earliest practicable time, prior to commencement of the work, the Contractor and any Subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to:

- a. The Contractor's Quality Control (CQC) Program,
- b. The Contractors Accident Prevention Program,
- c. Submittals,
- d. Correspondence,
- e. Schedule,
- f. Access to the work site,
- g. Security requirements,
- h. Interface requirements,
- i. Temporary facilities and services,
- j. Hazards and risks,
- k. Working after normal hours or on weekends or holidays,
- l. Assignment of inspectors,
- m. Representations,
- n. Special requirements,
- o. Phasing,
- p. Other aspects of this project that warrant clarification and understanding.

1.1.2 MEETING MINUTES

It shall be the responsibility of the Contractors CQC System Manager to prepare detailed minutes of this meeting and submit those minutes to the Contracting Officer for approval within three (3) workdays. Any corrections deemed necessary by the Contracting Officer shall be incorporated and resubmitted within two (2) calendar days after receipt. Upon approval of the minutes by the Contracting Officer, the Contractor shall distribute the minutes to all parties present or concerned.

1.2 AREA USE PLAN

The Contractor shall submit to the Contracting Officer, within ten (10) calendar days after notice to proceed of this contract, an Area Use Plan designating intended use of all areas within the project boundaries. This plan shall include, but not necessarily be limited to the following:

- a. The proposed location and dimensions of any area to be fenced and used by the Contractor;
- b. Construction plant and building installations/the number of trailers and facilities to be used;
- c. Avenues of ingress/egress to the fenced areas and details of the fence installation;
- d. Drawings showing temporary electrical installations;
- e. Temporary water and sewage disposal installations;
- f. Material storage areas;
- g. Hazardous storage areas.
- h. Any areas that may have to be graveled shall also be identified.
- i. The plan shall also include a narrative description of the building structural system, the site utility system and the office or administration facilities.
- j. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

The Contractor shall not begin construction of the mobilization facilities prior to approval by the Contracting Officer of the Area Use Plan described herein.

1.3 CONTRACTOR'S MOBILIZATION AREA

The Contractor will be permitted to use an area approved by the Contracting Officer within the contract limits for operation of his construction equipment and plants, shops, warehouses, and offices. Utilities will be provided for the Contractor as described below. The Contractor is responsible for obtaining any required additional mobilization area above that designated. The construction site shall be cleared of construction debris and other materials and the area restored to its final grade.

1.3.1 CONTRACTOR'S TEMPORARY FACILITIES

1.3.1.1 GENERAL

All facilities within the Contractor's mobilization area shall be of substantial construction suitable for the local weather conditions. Sanitary facilities shall meet the requirements of Corps of Engineers, Safety and Health Requirements Manual EM 385-1-1. Local nationals will not be granted any privileges under this contract. Government provided services are for American and Foreign national contractors only.

1.3.1.2 ADMINISTRATIVE FIELD OFFICES

The Contractor may provide and maintain administrative field office facilities within the mobilization area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

1.3.1.3 CONTRACTOR PROVIDED GOVERNMENT FACILITIES

The Contractor shall provide office area for Government personnel within the project site, near the Contractor's field offices. The office area shall consist of two (2) 8 ft. x 40 ft. CONEX containers or equivalent. One CONEX shall contain two rooms and one toilet room. The toilet room shall consist of one shower, one western style toilet and one sink. The offices shall be heated/cooled using split pac ductless heating/cooling units. The Contractor shall provide each office with two desks, two chairs, one drawing table, telephone, and two computer connections with internet access. The second CONEX shall be heated/cooled using ductless split pack units. The second CONEX shall be used for Government storage. The contractor shall provide four aggregate paved parking spaces for Government use. The Contractor shall provide water, sewer and electrical utilities for the Government office space. The Contractor shall be responsible for all utilities, trash disposal and security for Government office area. No separate measurement and payment shall be provided for the Contractor Provided Government Facilities and all costs associated shall be distributed throughout the other bid items.

1.3.1.4 STORAGE AREA

The Contractor shall construct a temporary 1.8 meter high chain link fence around trailers and materials. The fence shall include plastic strip inserts, colored green or brown, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless approved in writing by the Contracting Officer.

1.3.1.5 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. If radio communication is approved by Contracting Officer / installation security office, frequency selection shall be approved by Contracting Officer to prevent interference with installation operations. Such devices shall be provided by the Contractor and made available for use by Government personnel as requested.

1.3.1.6 APPEARANCE OF MOBILIZATION SITE FACILITIES AND/OR TRAILERS

Mobilization Site Facilities and/or Trailers utilized by the Contractor for administrative or material storage purposes

shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers or other transportable structures which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the construction site until such work or maintenance has been performed to the satisfaction of the Contracting Officer.

1.3.1.7 MAINTENANCE OF STORAGE AREA

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse unpaved areas which are not established roadways with construction equipment or other vehicles, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of soil onto paved or established roadways. The gravel gradation shall be at the Contractor's discretion.

1.3.1.8 SECURITY PROVISIONS

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own facilities and equipment in accordance with Contract Section 01040.

1.3.1.9 SANITATION

- a. Sanitary Facilities: The Contractor shall be responsible for maintaining such facilities at no expense to the Government.
- b. Trash Disposal: The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area. General construction debris and demolition debris shall be collected and transported by the Contractor to a location designated by the Government. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Loose debris capable of being windblown, shall be immediately placed in sealed or covered containers to prevent it from being blown onto taxiways or runways. Any dirt or soil that is tracked onto paved or surfaced roadways shall be cleaned daily. Materials resulting from demolition activities that are salvageable shall be stored within the fenced area described above. Stored material not indoors, whether new or salvaged, shall be neatly stacked when stored.

1.3.1.10 TELEPHONE

The Contractor shall make arrangements to install and pay all costs for telephone facilities desired.

1.3.1.11 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of mobilization facilities, trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse unpaved areas shall be removed and all such areas restored to their original conditions.

1.3.2 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the Host Nation and base authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with base traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.3.2.1 USE OF EXISTING ROADS AS HAUL ROUTES

The Contractor shall be responsible for coordinating with any applicable authorities for use of any existing roads as

haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with any applicable authorities and is the sole responsibility of the Contractor.

1.3.2.2 EMPLOYEE PARKING

The Contractor's employees may be allowed parking on the military installation. The Contractor is responsible for transporting workers (local nationals) from off post to the worksite, coordinating security identification screening, and cooperating in gate searches with the base authorities. The Government reserves the right to terminate any and all Contractor parking at any time.

1.3.3 TEMPORARY PROJECT SAFETY FENCING AND BARRICADES

The Contractor shall impose all measures necessary to limit public access to hazardous areas and to ensure the restriction of workers to the immediate area of the construction and mobilization site. The Contracting Officer may require in writing that the Contractor remove from the work any employee found to be in violation of this requirement. Contractor shall be responsible for fencing off individual project sites within the total contract limits to control safe access to individual project areas and to control movement of personnel and materials.

1.3.3.1 BARRICADES

Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Travel to and from the project site shall be restricted to a route approved by the Contracting Officer.

1.3.4 HOST NATION AUTHORIZATIONS, PERMITS AND LICENSES

It shall be the Contractor's responsibility to obtain such local authorizations, permits and licenses necessary to establish his quarry/borrow pit operations, batching operations and haul routes (See Special Clause entitled: COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS).

1.4 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project security to meet the requirements of Contract Section 01040 SECURITY and prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft. The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed.

1.5 DUST CONTROL

The Contractor shall be required to control objectionable dust in the work areas, access roadways, and haul roads by means of controlled vehicle speeds or dust palliatives. Vehicles transporting sand, cement, gravel or other materials creating a dust problem shall be covered, as directed by the Contracting Officer, or in accordance with local Laws, codes, and regulations.

1.6 CONNECTIONS TO EXISTING UTILITIES

1.6.1 GENERAL

Any outage involving disruption of electrical service beyond the site area shall be requested in writing at least ten (10) days in advance of the date requested for the commencement of the outage. The Contractor shall provide a request, detailing the type of outage needed (water, sewer, electrical, steam, etc.), the time needed to perform the work, the reason for the outage, and the known affected facilities. The Contracting Officer shall be contacted prior to the outage to confirm the time and date. If the Contractor fails to initiate work at the approved time, the Contracting

Officer may cancel the approved outage and may direct the Contractor to resubmit a new request. No part of the time lost due to the Contractor's failure to properly schedule an outage shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

1.6.2 EXISTING UNDERGROUND UTILITIES

The Contractor is provided notice that existing utilities may be present in the construction area. The Contractor shall exercise the utmost care in researching locations of existing utility lines by implementing control measures to eliminate, or reduce to a level acceptable to the Contracting Officer, the chance of damaging or destroying existing utilities.

1.6.3 USE OF UNDERGROUND UTILITY DETECTING DEVICE

Prior to any excavation, a metal and/or cable-detecting device shall be used along the route of the excavation. All underground utilities discovered by this method will be flagged a minimum distance of one-half (1/2) meter on each side of the location.

1.6.4 HAND EXCAVATION

Hand excavation methods and special supervisory care shall be used between any flagged markers, in areas of known or suspected hazards, and in areas known or suspected to have multiple and/or concentrated utility lines or connections.

1.6.5 REPAIR OF DAMAGED UTILITIES

The Contractor shall be responsible to repair any utilities damaged by him. The method of repair and schedule for performance of the repair shall be coordinated with, and subject to the approval of, the Contracting Officer. The repair work and any temporary work required to keep the system operational while repairs are being completed, shall be performed at no cost to the Government.

1.7 TEMPORARY OUTAGES OF EXISTING SERVICES

To minimize outage impact to the mission of the installation, all outages shall be scheduled on weekends or from 2100 – 0530 hours on duty days and/or as directed by Contracting Officer Representative (COR). The period proposed for performance of the outage shall include sufficient contingencies to preclude impact to the peak working hours 0530 – 1800 hours during the workweek.

1.8 WATER

The Contractor shall install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Water required for final testing, adjusting and balancing of HVAC systems will be furnished by the Government. Before final acceptance of systems, or facilities, all temporary connections and piping installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.9 ELECTRICITY

Electrical service is not available for use under this contract; therefore all electric current required by the Contractor shall be the responsibility of the Contractor, furnished at his own expense. The Contractor shall provide diesel generators to meet his demand requirements. The means of doing so, such as by temporary distribution systems, shall be the responsibility of the Contractor. All temporary connections for electricity shall be subject to the approval of the Contracting Officer and shall comply with Corps of Engineers manual EM 385-1-1 entitled Safety and Health Requirements Manual. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.10 WORK OUTSIDE REGULAR HOURS

If the Contractor desires to carry on work outside regular base duty hours, or on holidays, including the following U.S. holidays: New Year's Day, Martin Luther King Jr Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas. the Contractor shall submit an application to the Contracting Officer. Due to reliance upon local national laborers and time off due to local observances, there may be disruptions. Potentials dates are the following local observances: National Islamic Holiday of Ashura, Ramadan (actual date varies – check with local authorities). The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress. At night, exterior lighting shall be provided in conformance with EM-385-1-1 entitled "Safety and Health Requirements Manual".

1.10.1 EXTERIOR NIGHT LIGHTING

Exterior night lighting shall be provided in conformance with EM-385-1-1 entitled Safety and Health Requirements Manual.

1.11 SCHEDULING OF WORK IN EXISTING FACILITIES

As soon as practicable, but in any event not later than thirty (30) calendar days after award of this contract, the Contractor shall meet in conference with the Contracting Officer, or his duly authorized representatives, to discuss and develop mutual understanding relative to the scheduling of work in and access to the existing facilities where work has to be performed under this contract, so that the Contractor's proposed construction schedule is coordinated with the operating and security requirements of the installation.

1.12 SPECIAL FACILITIES AND SERVICES TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the facilities and services listed in this clause for Corps of Engineers personnel and other persons as designated by the Contracting Officer. All facilities, furnishings, materials, and equipment shall be new when furnished at the site. The Contractor shall fully maintain and repair all facilities, furnishings and equipment listed below. All facilities, furnishings, materials, and equipment furnished and/or installed by the Contractor under this clause shall remain the property of the Contractor at the completion of the contract. Facility structures shall be modular or containerized, suitable for easy movement at a later date.

1.13 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in accordance with Section 01 33 15 SUBMITTAL PROCEDURES. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company involved and shall contain the name and address of the Contractor, the project name and location, description and the quantity of the items involved, and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material.

1.14 ACCIDENT PREVENTION

The Contractor shall comply with all applicable Host Country laws and with such additional measures as the Contracting Officer may find necessary in accordance with CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV1991)-ALTERNATE 1 (APR 1984). Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1 will be applied to all work under this contract. The referenced manual may be obtained from the Contracting Officer at the jobsite or from the Afghanistan Engineer District South at Kandahar, Afghanistan.

1.14.1 ACCIDENT PREVENTION PROGRAM

Within fifteen (15) days after award of this contract, and at least ten (10) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan required by the CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)- ALTERNATE I shall be submitted for review by the

Contracting Officer. The Contractor shall not commence physical work at the site until the Accident Prevention Plan (APP) has been reviewed and accepted by the Contracting Officer. The APP shall meet the requirements listed in Appendix "A" of EM385-1-1. The program shall include the following: TAC Form 61 "Accident Prevention Program Hazard Analysis (Activity Hazard Analysis)" fully completed and signed by an executive officer of the company in block No. 13. The Activity Hazard Analysis is a method in which those hazards likely to cause a serious injury or fatality are analyzed for each phase of operations. Corrective action is planned in advance, which will eliminate the hazards. An analysis is required for each new phase of work. On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan rather than presenting the complete analysis. If the plan is to be presented in phases, a proposed outline for future phases must be submitted as a part of the initial Accident Prevention Plan submittal. Accident Prevention Plans will be reviewed for timeliness and adequacy at least monthly with a signature sheet signed and dated documenting that these reviews took place. The Contractor shall provide a copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

1.14.2 GROUND FAULT CIRCUIT INTERRUPTER (GFCI) REQUIREMENT – OVERSEAS CONSTRUCTION

The Corps of Engineers Health and Safety Manual, EM 385-1-1, section 11.D.05.b. states: "The GFCI device shall be calibrated to trip within the threshold values of 5 ma +/- 1 ma as specified in Underwriters Laboratory (UL) Standard 943." A variance from USACE has been granted allowing 10 ma, in lieu of 5 ma, for overseas activities that use 220 Volts (V)/50 hertz (Hz) electrical power.

1.14.3 TEMPORARY POWER - ELECTRICAL DISTRIBUTION BOXES

EM 385-1-1 section 11.A.01.a. states, "All electrical wiring and equipment shall be a type listed by a nationally recognized testing laboratory for the specific application for which it is to be used." This includes temporary electrical distribution boxes. Locally manufactured electrical boxes will not be allowed. Only manufactured electrical distribution boxes that meet the European CE requirements, with 10 ma CE type GFCIs installed shall be allowed.

Contractors shall:

- a. Make no modifications that might void any CE or manufacturer certification.
- b. Test the installed systems to demonstrate that they operate properly and provide the 10 ma earth leakage protection.
- c. Ensure GFCIs will have an integral push-to-test function. The testing shall be performed on a regular basis.
- d. Check that proper grounding is checked regularly and flexible cords, connectors, and sockets inspected before each use.

1.15 HAZARDOUS MATERIALS

Should the Contractor encounter asbestos or other hazardous materials, during the construction period of this contract, he shall immediately stop all work activities in the area where the hazardous material is discovered. The Contractor shall then notify the Contracting Officer; identify the area of danger; and not proceed with work in that area until given approval from the Contracting Officer to continue work activities. Hazardous material is considered to be asbestos, explosive devices, toxic waste, or material hazardous to health and safety. The Contractor shall secure the area from daily traffic until it is safe to resume normal activities.

1.16 SPARE PARTS

1.16.1 GENERAL

The requirements of this clause are in addition to any requirements for the provision of specific spare parts to be provided by the Contractor included in Section 01 01 50 TECHNICAL REQUIREMENTS. The Contractor shall furnish spare parts under the provisions of this clause for all equipment for which O&M data is to be provided under Clause OPERATION AND MAINTENANCE (O&M) DATA of this contract. The term "spare parts" as used herein shall include spare parts, special tools and test equipment.

1.16.2 PROCUREMENT AND DELIVERY OF SPARE PARTS

The Contractor shall procure and be responsible for delivery, receipt, handling, placing in storage, inventory, and turnover to the Contracting Officer all spare parts selected by the Contracting Officer.

1.16.2.1 SHIPMENT AND DELIVERY

The Contractor shall be responsible for the shipment and delivery of spare parts to the location on or near the site in Afghanistan as selected by the Contracting Officer. The Contractor shall provide all manpower and equipment required to receive and place into designated storage areas all spare parts purchased under this clause. The Contractor shall give the Contracting Officer thirty (30) calendar days notice of arrival at the site of the first shipment.

1.16.2.2 TURNOVER OF SPARE PARTS

The Contractor shall notify the Contracting Officer seventy-two (72) hours prior to delivery of spare parts to the designated storage area. The Contractor and the Contracting Officer will perform a joint inventory of the spare parts and the spare parts will be turned over to the Contracting Officer. Spare parts purchased under this clause shall not be used by the Contractor.

1.16.2.3 PARTS AND PACKAGE IDENTIFICATION

Prior to shipment from point of purchase, each spare part shall be tagged or otherwise marked or labeled. Such labeling may be placed or affixed to the container, box or packaging in which spare parts are located when it is not feasible to place or affix such labeling directly on each spare part. Tags or labels shall include, but not necessarily be limited to; part number, description, parent equipment name and number location, project and/or other data as directed by the Contracting Officer.

1.16.2.4 PRESERVATION AND PACKAGING INSTRUCTION

- a. Items ordered under this contract shall be preserved and packed for a minimum of three (3) years shelf life storage. All items shall be individually packaged except when the manufacturer specifies that the items are to be used in sets. Appropriate identification labels must be affixed to the items protective box or package. After the spare parts are packaged, the manufacturer shall weigh the spare parts and packaging and place the weight and size of the packaged container on the label with other information as outlined herein. Each item, not normally identified with manufacturer's name and part number, shall have an appropriate label affixed to it with manufacturer's name and part number.
- b. Machined spare parts shall be lubricated or coated in order to withstand extensive periods of storage in a highly corrosive atmosphere.
- c. Large items (greater than 22.7 kg (50 lbs.), or larger than 0.03 CM (one cubic foot) shall be packaged in waterproof wooden boxes and properly braced. Cushioning shall be used to prevent damage to the item and to the packaging material.
- d. Solid state components, such as diodes, transistors, integrated circuits or equipment consisting of such parts that can be damaged as a result of static electricity and other stray electro-magnetic fields shall be packaged in heat-sealed, aluminum foil, laminated, flexible packages.
- e. All other spare parts shall be packaged in heat sealed plastic bags or wrap. Delicate and more fragile items such as test equipment shall be cushioned or wrapped with transparent bubble wrap material prior to being inserted into the plastic package.

1.16.3 WARRANTY

All spare parts provided by the Contractor under this clause are subject to the general warranty clauses of this contract.

1.16.4 PAYMENTS FOR SPARE PARTS

Payments for spare parts specifically required in this contract shall be considered as part of those equipment costs and shall be included in bid items as appropriate. Payment for handling, delivery, inventory, turnover, customs, overhead or profit shall not be paid or allowed under this Contract Provision, and shall be included in the cost for installation of this equipment under the other appropriate bid items of this contract. Payment for the spare parts portion of the appropriate bid items will be made after the spare parts have been accepted at the site by the Contracting Officer. Payments for equipment costs under this clause shall constitute full payment for all cost of the spare parts and associated cost of preservation and packaging, and cost of surface shipment to the site. Other ancillary costs shall be included by the Contractor under the other appropriate bid items of this contract and no additional cost except as provided herein will be allowed.

1.17 OPERATION AND MAINTENANCE (O&M) DATA

1.17.1 GENERAL

The requirements contained herein are in addition to all shop drawings submission requirements stated in other sections of the specifications. The Contractor shall include the provisions for all items required under this clause in all purchase orders and sub-contract agreements. Submittals required hereinafter will not relieve the Contractor of any responsibilities under the Warranty of Construction Provisions of this contract or under the various Guarantee Clauses of the Technical Provisions.

1.17.2 SUBMITTALS

The Contractor shall submit all items requiring submission of O&M data under this and other sections of these specifications in accordance with Section 01 33 15 SUBMITTAL PROCEDURES of the specifications.

1.17.3 OPERATION AND MAINTENANCE (O&M) DATA

The Contractor shall furnish operation and maintenance manuals for all facilities constructed under this contract. The manuals shall be "tri-lingual" in Dari, Pashto and English. The manuals shall be loose leaf, indexed and shall consist of manufacturer's brochures, manufacturer's operation and maintenance manuals, service and repair manuals, catalogs, service bulletins, instruction charts, diagrams, other information as necessary to support the operation and maintenance of the end items of equipment, assemblies and systems. Each type of facility (housing, barracks, mosque, etc.) shall be covered by a separate manual (or manuals) consisting of all data pertaining to the equipment and/or systems within that facility. Identical equipment within a single major system shall require only one submittal of data. The Contractor shall furnish all O&M manuals to the Contracting Officer not less than thirty (30) calendar days prior to contract completion. Required number of submittals (number of sets) shall be as specified in Section 01 33 15 SUBMITTAL PROCEDURES.

1.17.4 RECOMMENDED SPARE PARTS LIST

The Contractor shall furnish a recommended spare parts list containing equipment manufacturers' recommendations for five (5) years; two (2) years and one (1) year spare parts stock levels in Afghanistan. Current unit price and effective date, lead time, shelf life for each individual part, and total cost of all recommended parts shall be furnished.

1.17.5 SUPPLEMENTAL SUBMITTALS OF DATA

After initial submittal of O&M manuals and until final acceptance of all equipment, the Contractor shall prepare and deliver to the Contracting Officer supplemental technical data as previously described for all changes, modifications, revisions and substitutions to equipment and components. For equipment or systems introduced into the contract

under change order, or modified by change order, supplemental data shall be furnished within forty-five (45) calendar days after issuance of the change order. The supplemental data furnished shall be properly prepared and identified for insertion into the O&M manuals.

1.17.6 FRAMED INSTRUCTIONS FOR SYSTEMS

Approved wiring and control diagrams showing the complete layout of the entire system, including equipment, piping, valves and control sequence, framed under glass or in approved laminated plastic, shall be posted, where applicable, in all mechanical equipment rooms. In addition, detailed operating instructions explaining safe starting and stopping procedures for all systems shall be prepared in typed form along with the inspections required to insure normal safe operations. The instructions shall be framed as specified above for the wiring and control diagrams and posted beside the diagram. Proposed diagrams, instructions, and other sheets shall be submitted for approval prior to posting. Operating instructions shall be posted before acceptance testing of the systems and verified during acceptance testing.

1.17.7 ADDITIONAL SUBMITTALS/RE-SUBMITTALS

The Contracting Officer reserves the right to determine whether the above specified information, as furnished by the Contractor, is adequate and complete and to require such additional submittals by the Contractor as necessary to insure that adequate information has been furnished to provide the satisfactory operation and maintenance of the various items of equipment and to fulfill the intent of the specifications. Additional submittals or re-submittals supplementing incorrect or incomplete data shall be made within thirty (30) calendar days after receiving notice by the Contracting Officer. All costs arising from these resubmissions shall be borne by the Contractor.

1.18 CONTRACTOR FURNISHED EQUIPMENT LISTS

The Contractor shall furnish a list of all items, other than integral construction type items, furnished under the contract. Items such as furniture, drapes, rugs, vehicles, office machines, appliances, etc., shall fall under this category. The Contractor's list shall describe the item; give the unit price and total quantities of each. Model and serial numbers for equipment shall be provided when applicable. The Contractor shall keep an up-to-date register of all covered items and make this information available to the Contracting Officer at all times. Prior to acceptance, the Contractor shall submit the complete register to the Contracting Officer.

1.19 TIME EXTENSIONS

1.19.1 GENERAL

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984. The listing below defines the anticipated monthly unusually severe weather for the contract period and is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project. The schedule of anticipated unusually severe weather will constitute the baseline for determining monthly weather time evaluations. Upon award of this contract and continuing throughout the contract each month, actual unusually severe weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated unusually severe weather in the schedule below. The term "actual unusually severe weather days" shall include days actually impacted by unusually severe weather. The Contractor's schedule must reflect the anticipated unusually severe weather days on all weather dependent activities.

Helmand Province

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
14	7	4	6	1	0	1	1	0	1	6	12	53

1.19.2 WEATHER DELAYS

The number of actual unusually severe weather days shall be calculated chronologically from the first to the last day in each month. Unusually severe weather days must prevent work for fifty percent (50%) or more of the Contractor's workday and delay work critical to the timely completion of the project. If the number of actual unusually severe weather days exceeds the number of days anticipated in the paragraph above, the Contracting Officer will determine whether the Contractor is entitled to a time extension. The Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984.

1.19.3 OTHER DELAYS

Construction delays due to full or partial base closures due to incidents such as demonstrations, civil unrest and outright attacks will be examined on an individual basis for consideration of time extensions.

1.20 STANDARDIZATION

Where two or more items of the same type or class of product, system or equipment furnished in this project are required, the units shall be products of the same manufacturer and shall be interchangeable when of the same size, capacity, performance characteristics, and rating. The only exception to this requirement is where the items are interchangeable due to conformance with industry standards (valves, fittings, etc.); they need not be by the same manufacturer. This requirement applies to all manufactured items in the project that normally require repair or replacement during the life of the equipment.

1.21 COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS

The laws of Host Country may prohibit access to certain areas of the country that are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government.

1.21.1 CONTRACTOR'S RESPONSIBILITIES

The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

- a. Official language and type of accounts required to satisfy the officials of the Local Government.
- b. Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
- c. Passports, health and immunization certificates, and quarantine clearance.
- d. Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
- e. Strikes, demonstrations and work stoppage.
- f. Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
- g. Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
- h. Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
- i. Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
- j. Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.

- k. Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.
- l. Sales within the host country of Contractor-owned materials, and equipment.
- m. Special licenses for physicians, mechanics, tradesmen, drivers, etc.
- n. Identification and/or registration with local police of imported personnel.
- o. Stamp tax on documents, payments and payrolls.
- p. Base passes for permanent staff, day laborers, motor vehicles, etc.
- q. Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

1.22 EMPLOYEE ACCESS TO PROJECT SITE

1.22.1 EMPLOYEE IDENTIFICATION

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work, to display identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.22.1.1 PREPARATION OF IDENTIFICATION BADGES

The Contractor shall be required to prepare a written application inclusive color photographs and provide all materials and labor necessary to prepare an identification badge, laminated in plastic, containing the employee's name, badge number, color photo, height and weight, the name of the Contractor's organization and for requiring each employee engaged on the work to display this identification as directed by the Contracting Officer. The Contractor shall submit each application and draft badge through the Contracting Officer to the Base Security Office. A minimum of thirty-five workdays shall be allowed for Government review and certification of badges. The Base Security Office will certify each draft badge by signature, stamp, seal or any combination thereof. Upon certification by the Base Security Office, the badges will be returned to the Contractor for final preparation, lamination, and issuance. Badges shall not be taken out of country during periods of travel or absence. During such periods, the Contractor may be permitted to issue temporary identification badges.

1.22.1.2 EMPLOYEE BACKGROUND AND HISTORICAL INFORMATION

The Contractor shall be required to prepare and maintain personal background and historical information forms on each employee. These forms may be reviewed by the Base Security Office. The required information shall include but not necessarily be limited to the following:

- a. Full name.
- b. Place and date of birth.
- c. Three (3) current color photographs.
- d. Copy of Citizenship/Nationality identification.
- e. Copy of Passport.
- f. Copy of drivers license.
- g. Police Background Check.
- h. Work History.
- i. Personal background information.
- j. Copy of Work Permit and/or Visa.
- k. Permanent home of record and in-country address.
- l. Other information mandated by local law, the Base Security Regulations or that may be required to coordinate and process the necessary documentation with the government offices responsible for the approval.
- m. Registration, insurance company, policy number and expiration date for each vehicle.

1.22.2 IDENTIFICATION OF CONTRACTOR VEHICLES

The Contractor shall be responsible for requiring each vehicle engaged in the work to display permanent vehicular

identification as approved and directed by the Contracting Officer. If acceptable to the Base Security Office and approved by the Contracting Officer, the Contractor may institute a system of non-permanent temporary identification for one-time delivery and transit vehicles. Each Contractor vehicle, machine, piece of equipment, or towed trailers, shall show the Contractor's name such that it is clearly visible on both front doors of the vehicle and both sides of a towed trailer. A valid license plate shall be displayed at all times. Contractor vehicles operated on Government property shall be maintained in a good state of repair, shall be insured, and shall be registered in accordance with Afghan Law.

1.23 RADIO TRANSMITTER RESTRICTIONS

To preclude accidental actuation of sensitive electronic equipment, the Contractor shall not use radio-transmitting equipment without prior approval of the Contracting Officer.

1.24 PUBLIC RELEASE OF INFORMATION

1.24.1 PROHIBITION

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, purchase order, or other documents resulting there from without the prior written approval of the Contracting Officer.

1.24.2 SUBCONTRACT AND PURCHASE ORDERS

The Contractor agrees to insert the substance of this clause in all purchase orders and subcontract agreements issued under this contract.

2 LOCAL CLAUSES

2.1 APPLICATION OF US CRIMINAL JURISDICTION

Reference DODI 5525.11. The contractor is directed to provide all of its personnel working under this contract, and to require all of its subcontractors to provide their personnel, with written notification that - with the exception of nationals of Afghanistan and those ordinarily resident in Afghanistan - contractor and subcontractor personnel, and the dependents of contractor and subcontractor personnel who are residing with such personnel, may be subject to US criminal jurisdiction as provided for in the Military Extraterritorial Jurisdiction Act, 18 USC 3261-3267; see Section 3267(1)(A)(iii)(I) and (2)(A)(iii). A copy of the notice **shall be furnished to the contracting officer upon award of the contract**, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.

2.2 ATTACKS FROM HOSTILE ENTITIES

This contract is firm fixed-price. Costs incurred in the performance of project execution that arise from the attacks of hostile entities, such as costs arising from damage to or destruction of contractor equipment and facilities, and damage to or destruction of the project prior to Government acceptance, are the sole responsibility of the Contractor. The Government makes no guarantee to provide the Contractor with security, and bears no obligation to reimburse the Contractor for costs arising from the attacks of hostile entities. When appropriate, the Contracting Officer may provide the Contractor with an equitable adjustment with respect to time – but not cost – in accordance with clause 52.249-10; see 52.249-10(b)(1)(i) and (2).

2.3 INSTALLATION ACCESS AND BADGING

This contract is firm fixed-price. It is the responsibility of the Contractor to be knowledgeable of and to abide by any and all applicable installation access procedures and requirements, to include any and all badging procedures and requirements that may be necessary for Contractor access to the project site. Such procedures and requirements may change over the course of contract performance; it is the responsibility of the Contractor to plan accordingly in order to meet its existing obligations under this contract. The US Army Corps of Engineers, Afghanistan Engineer District South, neither controls nor is responsible for any such installation access procedures, requirements or changes thereto.

-- END OF SECTION --

KAJAKI IRRIGATION INTAKE STRUCTURE AND PIEZOMETERS REPAIRS

SECTION 01 10 10 CONTRACTOR'S OPERATIONS AND REQUIREMENTS

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SECTION 01 10 10 CONTRACTOR'S OPERATIONS AND REQUIREMENTS

PART 1 GENERAL

1.1. DESCRIPTION OF WORK

This section covers general requirements applicable to specific Contractor's operations or equipment.

1.2. REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2008) Safety and Health Requirements Manual
EP 310-1-6A	(2006) Sign Standards Manual, Vol 1
NWPR 385-1-93	Engineering Regulation, Diving Operation by Contract

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.94	Ventilation
29 CFR 1910.95	Occupational Noise Exposure
29 CFR 1910.1000	Air Contaminants
29 CFR 1926.52	Occupational Noise Exposure
29 CFR 1926.55	Gases, Vapors, Fumes, Dusts, and Mists
29 CFR 1926.57	Ventilation
29 CFR 1926.62	Lead
29 CFR 1926.101	Hearing Protection

1.3. SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following

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the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with SECTION 013315, SUBMITTAL PROCEDURES, and 013526, GOVERNMENTAL SAFETY REQUIREMENTS.

SD-01 Preconstruction Submittals

Schedule for Construction; G

Utility Outage Request

Utility Connection Request

Access Agreements and Work Areas; G

Project Security Procedures; G

Personnel Risk Assessment; G

Quarterly Security Awareness Program; G

Temporary Electrical Wiring Plan; G

Contractor's Planned Equipment Methods; G

Plant and Equipment List; G

Loading Diagram; G

Lifting Diagram; G

Loading Plan for Cranes and Heavy Equipment; G

Gas, Vapor, Fume, Dust, and Mist Control Program; G

Disposal Plan; G

SD-06 Test Reports

Survey Field Notebooks

Data Storage

1.4. SCHEDULE FOR CONSTRUCTION

In accordance with Section 00700, Contract Clause 52.236-15, SCHEDULES FOR CONSTRUCTION CONTRACTS, the Contractor shall submit a detailed bar chart schedule for accomplishing the work in this Contract (per SECTION 013201, PROJECT SCHEDULE. The schedule shall be consistent with the completion dates as specified in SECTION 00800, Contract Clause 52.211-10, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. Other Contractor's work shall also be coordinated.

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The Contractor shall submit an updated schedule for Government approval on a monthly basis. The updated schedule will be used as a basis to evaluate the Contractor's progress for purposes of payment. Lack of an updated schedule will result in an inability of the Contracting Officer to perform a full evaluation of the Contractor's progress and will result in the Contracting Officer withholding payment until an updated schedule has been submitted and approved.

1.5. PERMITS AND RESPONSIBILITIES

It will be the responsibility of the Contractor to obtain all permits and licenses required for this project as required under Section 00700, Contract Clause 52.236-7, PERMITS AND RESPONSIBILITIES (NOV 1991).

1.6. INCLEMENT WEATHER CONSTRUCTION

The Contractor's schedule shall reflect adverse weather days in all weather dependent activities as defined in Contract Clause 52.236-4, PHYSICAL DATA. The Contractor shall protect work areas from inclement weather, wind damage, and precipitation so that no delay in the prosecution of critical work items, or damage to USACE property occurs. No time extensions will be authorized for materials, work in place, or equipment damaged due to negligence during periods of inclement weather.

1.7. NOTIFICATION OF EQUIPMENT OUTAGE

When required to work in the Intake Structure at the Kajaki Dam, the Contractor shall notify the Government 14 days in advance of the work. This will allow the Government to coordinate with MEW for Contractor access. The Government will make every effort to have the equipment on-line when practical.

1.8. UTILITY OUTAGE REQUEST AND UTILITY CONNECTION REQUEST

Obtain digging permits prior to start of excavation. Notify the Contracting Officer at least 72 hours prior to starting excavation work. Contractor is responsible for marking and verifying all utilities not marked.

The Contractor shall verify the elevations of existing piping, utilities, and any type of underground [or encased] obstruction not indicated or specified to be removed but indicated in locations to be traversed by piping, ducts, and other work to be conducted or installed. Verify elevations before installing new work closer than nearest manhole or other structure at which an adjustment in grade can be made.

Work shall be scheduled to hold outages to a minimum.

Utility outages and connections required during the prosecution of work that affect existing systems shall be arranged for at the convenience of the Government and shall be scheduled outside the regular working hours or on weekends.

Contracting Officer may permit utility outages at his discretion.

Contractor shall not be entitled to additional payment for utility outages and connections required to be performed outside the regular work hours.

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Requests for utility outages and connections shall be made in writing to the Contracting Officer at least 14 calendar days in advance of the time required. Each request shall state the system involved, area involved, approximate duration of outage, and the nature of work involved.

1.9. WORK BY THE GOVERNMENT CONCURRENT WITH CONTRACTOR WORK

The Government will limit interference with the Contractor's work to the maximum reasonable extent and the Government and Contractor shall coordinate as necessary.

1.9.1. WEEKLY COORDINATION MEETINGS

Weekly coordination meetings will be held between the Contractor and the Government. This meeting will be used to discuss the Contractor's safety, submittals, schedule, actual progress in the last week, and work planned in the upcoming two weeks. The Contractor shall make particular note of any work requiring Project support or potential impacts to Project operations or maintenance. A meeting time and place shall be mutually agreed upon for the same time each week. The Contractor shall distribute the coordination meeting notes with changes to the Government no later than the close of business the first workday following the weekly meeting.

1.10. PARTNERING

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. Among the objectives are effective and efficient Contract performance and are intended to achieve completion within budget, on schedule, and in accordance with the plans and specifications; and to develop a single cooperative management team focused on the success of the project to mutual benefit of all stakeholders. This partnership will be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties, and will be shared equally with no change to the Contract price. An integral aspect of partnering is the resolution of disputes in a timely, professional, and non-adversarial manner through the use of issue clarification and problem solving. Alternate Dispute Resolution (ADR) methodologies will be encouraged in place of the more formal dispute resolution procedures. ADR will assist in promoting and maintaining an amicable working relationship to preserve the partnership. ADR is a voluntary, non-binding procedure available for use by the parties to this Contract to resolve any dispute that may arise during performance.

1.11. CONTRACTOR EMPLOYEES

The Contractor shall insure that all employees are capable of demonstrating adequate knowledge of tools, supplies, equipment and techniques necessary to competently perform the work. All personnel employed by the Contractor shall be fully qualified in their respective fields to render the services necessary. The Government may require the Contractor to discontinue using any employee in the performance of the work specified in this Contract determined by the Government to be unsatisfactory.

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Contractor employees will not be permitted to bring guests, family members or non-employees to the job site at any time.

1.12. ACCESS AGREEMENTS AND WORK AREAS

1.12.1. Access Agreements

Access procedures to and from the work site shall be submitted after the Contractor, the Contract Officer's Representative and the Project's Representative have coordinated and determined the most advantageous access to, and staging of, the Contractor's assets deployed to the work site.

The right-of-way for the work (or delivery site) and access thereto will be furnished as stated in this paragraph subject to mutual agreement between the Contractor and the Government concerning the specific route the Contractor is to use. Such mutual agreement must be reached prior to initiation, construction, or delivery.

The existing access roadway and any associated access roads on the Project, shall not be closed as a result of construction or delivery activities associated with this Contract unless previously coordinated and approved by the Government. Traffic delays will only be permitted in accordance with the provisions of this section.

When necessary to operate on or to cross existing highways or roads, all necessary permits shall be obtained from the appropriate private or public authority.

In accordance with Section 00700, Contract Clause 52.236-13 Alt I, ACCIDENT PREVENTION - ALTERNATE I and the referenced EM 385-1-1, when necessary for equipment to operate on or to cross access roads, arterial roads or highways, flaggers, signs, lights, and/or other necessary safeguards shall be furnished to safely control and direct the flow of traffic.

Spillage on the Project roads and State or County roads will not be permitted, and the spillage shall be immediately cleaned up at the expense of the Contractor.

No cleated or crawler-type equipment shall be operated on paved surfaces.

Damage to all roads caused by the Contractor's operations shall be repaired to preexisting conditions at the expense of the Contractor.

1.12.2. Work Areas

Drawings showing the layout of the area proposed for use shall be submitted for review and approval and comply with Contract Clause 52.236-10, OPERATIONS AND STORAGE AREAS. The drawing(s) shall show the location of the principal components: offices, access roads, parking, storage facilities and disposal areas, which the Contractor proposes to construct within the designated limits.

Only Contractor and subcontractor parts trailers and lunch trailers may be allowed in the Contractor work areas and these shall be subject to COR and Project approval. All

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Contractor and subcontractor trailers shall be required to be adequately physically anchored to prevent overturning due to high winds.

Should additional working space or lands within the Government right-of-way be required for material yards, job offices, or other purposes they can be obtained through agreement with the Government approved in writing. When directed at any time during the progress of the work when space is needed within the right-of-way for other purposes, any part of the grounds that have been in use shall be promptly vacated and cleaned up. However, it is not the intent to require the Contractor's plant or material to be removed from an area while such plant, material, or area is still being actively used.

The Project staff will brief the Contractor on security procedures. Any such procedures will not be the basis for claims for additional money or time. The Project areas off limits to Contractor personnel will also be designated.

Salespersons or personnel seeking employment will not be permitted inside the Project security fences without prior Government approval.

1.12.3. Employee Access and Parking

The Contractor's employee private vehicle parking areas shall be restricted to the area as agreed upon before construction or delivery. The Contractor shall keep the parking areas free of litter and debris. An adequate number and size of trash receptacles shall be placed in the parking areas and emptied, as necessary to avoid overflowing. Trash receptacles shall be adequately secured to provide protection from the wind and animals.

1.12.4. Public Access

The public shall have permanent access to their residences all located within the security fence. Barricades or temporary fencing shall be provided to prevent the public from entering the Contractor's work areas as applicable.

1.13. PROJECT SECURITY PROCEDURES

1.13.1. Project Security

A procedure shall be submitted for approval for identification and control of employees entering or leaving the Project during the hours of closure.

Arrangement and scheduling of working hours and crews shall be coordinated through the COR with the Project Staff. Working hours that extend past 5:00 p.m. weekdays or on weekends and holidays shall be coordinated through the COR and approved by the Project Staff. The Contractor shall submit the intended working hours of his staff on site and identify any employees working for him in any capacity in accordance with the subparagraphs entitled Contractor's General Personnel and Identification of Employees.

The security of the Contractor's property and items furnished under this Contract, until the Government accepts items, are the Contractor's responsibility whether stored inside or outside.

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All Contractor personnel, subcontractor personnel, suppliers, etc. shall comply with the Project's security policies. Salespersons or personnel seeking employment will not be permitted inside the Project. Costs associated with Contractor failure to comply with the Project security policies shall be at the expense of the Contractor.

Signs may be erected outside the project containing instructions for personnel seeking the Contractor. The content and location of the signs shall be approved by the COR prior to erection. Posts or other means of support, if required, shall be furnished by the Contractor and removed when the Contract is completed. Any open post holes shall be suitably backfilled prior to the end of the shift that posts are removed and any other damage shall be repaired to preconstruction conditions.

1.13.2. Identification of Employees

The Contractor shall submit a complete, dated and signed, list of all personnel and their titles who will be working on the project at the Weekly Coordination Meeting. This listing shall be revised, resubmitted, and Government-prescribed cards/keys returned when personnel changes occur. The Contractor shall obtain the Government-prescribed cards/keys from the Project Security Office prior to engaging in work on the project. The Contractor shall furnish a written request containing the following minimum information to the COR at least one week in advance of receiving the cards/keys:

Name of Contractor

Name of employee

Employee's birth date

Employee's place of birth

Employee's recent identification with photo

Other employee information as needed based on security level

1.13.3. Identification of Contractor Vehicles

All Contractor vehicles used for prosecuting the work shall have a Contractor sign or other permanent identification and must carry the required insurance. Private vehicles not owned by the Prime Contractor or Subcontractors shall not be used for prosecuting the work.

1.13.4. Use of Private Vehicles

Private vehicles of the Contractor and his employees shall enter and leave the project as directed. Parking shall be restricted to approved areas.

1.14. SUPPLEMENTAL SECURITY REQUIREMENTS

This contract requires the Contractor employee to have authorized unescorted access to the project site. A Project Specific ID Badge will be issued per subparagraph entitled Identification of Employees. All prescribed identification badges shall immediately be

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returned to the Project Administration Office for cancellation upon the release of the employee or termination of the Contract.

1.14.1.1. Criminal Check

The Contractor shall obtain a criminal background check, completed within the last seven-years, on all Contractor personnel that require authorized unescorted access to the project site. A minimum of a seven-year criminal background check with the state patrol office shall be performed from all states of residence and employment, for the past seven years. The Project Security Officer through the Contacting Officer's Representative will approve, disapprove, or revoke authorized unescorted access to the site as a result of the seven-year background check

1.14.1.2. Identity Verification

Contractor employees shall provide positive verification of individual identity prior to authorize unescorted access to the project site. Acceptable forms of identity verification are documents issued by a federal Government agency that include: the individual's photograph, name, and date of birth, such as a passport or military identification (ID) card. Additionally, a state issued driver's license or ID card is acceptable for identity verification.

The Criminal Check and Identity Verification shall be updated at least every seven years for each employee requiring authorized unescorted access.

1.14.1.3. Escort Requirements

Contractor personnel not cleared for authorized access to the project site may be escorted by Government or Contractor personnel that have authorized unescorted access to the project site. All costs related to the escorting of non-cleared personnel shall be at the expense of the Contractor. Additional burden shall not be placed upon the Government to provide these escorts. Prior to access, coordination with the Project Security Officer is required, including but not limited to:

Verification of identity via picture identification

Name of escorting individual and verification of unescorted status

Time of entry

Time exiting

1.14.2. Security Programs

1.14.2.1. Quarterly Security Awareness Program

The Contractor shall submit and maintain a quarterly security awareness program for employees requiring authorized unescorted access to the project site. Security awareness documents will be provided by the Project Security Officer and shall be distributed to Contractor personnel by the Contractor. Costs associated with the distribution of the security awareness documents shall be at the expense of the

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Contractor. These documents shall be distributed using direct (email, memos, computer training, etc) and indirect (posters, brochures, etc) communications.

1.15. PROJECT SAFE CLEARANCE PROCEDURE

See SECTION 013526, GOVERNMENTAL SAFETY REQUIREMENTS, for Project Safe Clearance Procedure requirements.

1.16. PROJECT SIGN

One project sign shall be fabricated, erected, and painted in accordance with the details shown in Attachment A3, (EP 310-1-6A), located at back of specifications package. The sign shall be prepared and installed within three days of beginning site work.

1.17. UTILITIES

1.17.1. General

The Contractor shall furnish utilities required for the performance of work under this Contract, except Government-furnished electrical power, water, as described below. Contractor shall also reference the requirements in SECTION 00 80 00 Special Clauses.

1.17.2. Sanitary Facilities

Project sanitation facilities will not be available. Contractor shall provide portable temporary sanitary in accordance with EM 385-1-1.

1.17.3. Electrical Power

1.17.3.1. General

Contractor should assume that power is not available in the immediate vicinity of the Irrigation Intake Structure. Contractor should import and set up the emergency generator (Optional item) to provide power for construction.

Use of existing 120V and 480V electrical outlets is allowed. Contractor shall take special care not to overload receptacle circuits. Contractor shall be responsible for all accessories, such as extension cords, adapters, and raceways for road crossings. Extension cords shall not be allowed to cross crane rails. Government-furnished or public utility electrical power is available for the Contractor's use.

1.17.3.2. Temporary Electrical Wiring

The Contractor shall submit a Temporary Electrical Wiring Plan for temporary electrical wiring. All temporary electrical wiring shall be installed in accordance with EM 385-1-1 and as approved. All temporary electrical wiring shall be removed prior to completion of the Contract.

1.17.4. Telephone

Telephone will not be available for Contractor use.

1.17.5. Water

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All reasonable amounts of water for domestic use (not for concrete curing or construction purposes) will be made available from existing outlets and supplies. No charge will be made for the water.

1.18. CONTRACTOR'S EQUIPMENT

1.18.1. Contractor's Planned Equipment Methods

The proposed methods of transportation and operation of cranes and other heavy equipment shall be submitted by the Contractor to the Government and approved by the Government before commencement of those operations. Submittals shall include the type, size, and loadings of equipment, and the proposed transportation routes and work areas to be used on the project. Operation of heavy equipment adjacent to existing structures shall be avoided when possible. Testing requirements and operation of cranes and other heavy equipment shall be in accordance with EM 385-1-1. All cranes, rigging, lifts, operators, and other necessary means to move equipment or items shall be Contractor-furnished and shall comply with EM 385-1-1.

1.18.2. Plant and Equipment List

The Contractor shall provide a complete list of all plant and equipment, exclusive of shop equipment, to be used on the project within seven days prior to commencing site operations. An up to date plant and equipment list shall be submitted with the end of the month request for payment, throughout the life of the Contract. The lists shall include rented equipment as well as lease purchase or sale leaseback equipment. The initial list and the revised monthly lists shall indicate dates equipment is assigned to or removed from the project, dates deadlined for repairs and returned for use, dates of the most recent and planned inspections, and adequate identification or description of each item of equipment including manufacturer's name (abbreviated), model number, manufacturer's serial number, year of manufacture, and Contractor's assigned serial or record number.

1.18.3. Movement of Equipment by the Contractor

All cranes, rigging, lifts, operators, vehicles, and other necessary means to move equipment or items shall be Contractor-furnished as required to pursue and complete the work. A Loading Diagram showing wheel loads and wheel spacing shall be submitted and approved prior to operating any equipment or vehicles in excess HS-20. Prior Government coordination and approval for such loads shall be obtained before proceeding.

1.19. CONTRACTOR USE OF CRANES

The Contractor will be allowed to use Project cranes for any work or access. The Contractor shall use Contractor provided equipment to facilitate installation or handling of items and equipment for this Contract.

1.20. CRANES AND HEAVY EQUIPMENT

1.20.1. Contractor Crane Safety

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Contractor's cranes and equipment furnished for this work shall conform with all applicable OSHA requirements, EM 385-1-1, and with SECTION 00700, Contract Clause 52.236-13 Alt I, ACCIDENT PREVENTION - ALTERNATE I. Contractor shall submit a Lifting Diagram addressing such issues as lift, trim, maximum load, maximum wind speed, lifting radius and all other applicable information required by EM 385-1-1 and OSHA. The lifting diagram shall be submitted 30 days prior to site work. A Lifting Diagram including deck protection shall be submitted and approved prior to using any cranes on Irrigation Intake Structure.

1.20.2. Contractor Crane Testing

All Contractor cranes shall be tested in accordance with EM 385-1-1 prior to use on the project and the tests shall be witnessed by the COR. Forty-eight hours notice of the test, excluding weekends and federal holidays, shall be given by the Contractor.

1.20.3. Contractor's Cranes and Heavy Equipment

The planned method of transportation and operation of Contractor provided cranes and other heavy equipment to be used in the performance of this Contract shall be submitted for Government approval and coordinated with the COR. This loading plan for cranes and heavy equipment shall include the type, size, loading, and placement of outriggers of all cranes or heavy equipment and the proposed transportation routes and work areas to be used on the project. Operation of heavy equipment adjacent to existing structures shall be avoided when possible.

1.20.4. Air Cranes

If air cranes are used the following additional requirements apply:

a. Mobilization and Demobilization. The Contractor shall mobilize to the site in the vicinity of the dam. Contractor shall accompany Corps representative on inspection of staging areas prior to construction for inspection and observation of existing conditions. Contractor shall return access routes and staging areas to pre-construction conditions after completion of project to the satisfaction of the COR.

b. Helicopter/Rotorcraft Safety. Pursuant to rotorcraft operations required by the contract, EM 385-1-1 shall be followed with specific attention given to Section 16.P, Handling Loads Suspended from Rotorcraft and Section 32, Aircraft and Aircraft Operations. As a minimum and not all-inclusive, the following items shall be addressed in the safety plans for rotorcraft operations:

1. Notice to Airmen
2. AHA for the following
 - No lifting over personnel
 - Fire protection
 - Hearing protection
 - Hard Hats
 - Goggles for ground crew
 - Static of rigging line
 - Placing the bags
 - Removing debris
 - Locating and or picking equipment
3. Fire Protection procedures to include the SOP for hot fueling
 - Fueling procedures and containment
 - Fire protection on site (Fire extinguisher)

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- Grounding procedures
- Site security
- 4. Rigger qualifications
- 5. Radio communication
- 6. Emergency operations if Helicopter has mechanical problems
- 7. Landing location
- 8. Helicopter and Rigging information on the line and hook to ensure adequate strength for the loads to be lifted

1.21. DAMAGED EQUIPMENT OR ABNORMAL CONDITIONS

The COR shall be informed immediately upon finding any damaged equipment or other abnormal conditions involving additional work in which the Contractor believes it has no responsibility. The failure or abnormality shall not be disturbed until witnessed by the COR. Prior to proceeding further with work on the unit, the Contractor and the Government shall agree in writing as to the responsibility for the damage or abnormality. Any damage or abnormal conditions not reported as specified above shall also be corrected.

1.22. DUST CONTROL

All necessary measures shall be taken to effect maximum control of all dust and welding fumes created by operations under this Contract. To the maximum extent possible, all dust and dirt shall be removed by vacuum cleaning. Gasoline or diesel engine equipment may not be used inside the Irrigation Intake Tunnel. Air, electrical, propane, or battery-driven equipment may be used inside the Powerhouse.

1.23. NOISE CONTROL

1.23.1. General

Noise control and noise levels shall conform to requirements set forth in the appropriate regulations, including EM 385-1-1, Section 05.C, 29 CFR 1910.95, 29 CFR 1926.52 and 29 CFR 1926.101. The most conservative requirement shall govern.

1.23.2. Nighttime Noise Limitations

During construction, the noise levels, as measured from the nearest dwelling, shall not exceed 50decibels during the hours from 2200 hours to 0700 hours.

1.24. USE OF EXPLOSIVES

The use of explosives will not be permitted.

1.25. UNEXPLODED ORDNANCE (UXO)

1.25.1. UXO REMOVAL AND CLEARANCE

The area is known as the Kajaki Dam, Afghanistan. From the data provided for this project an assessment has been made that the area located within the boundaries of grid coordinates:

41SPR9973278079

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41SPR9972078289

41SPR9929878363

41SPR9915578213

41SPR9954277772

It is the responsibility of the Contractor to be aware of the risk of encountering UXO or mines and to take all actions necessary to assure a safe work area to perform the requirements of this contract. The Contractor assumes the risk of any and all personal injury, property damage or other liability arising out of or resulting from any Contractor action taken hereunder. The Contractor and its subcontractors may not handle, work with, move, transport, render safe, or disarm any UXO or mine, unless they have appropriate accreditations from the UNMACA MAC.

If a UXO or mine is encountered after a MAC-approved clearance certificate is provided to the Government, UXO or mine disposal shall be handled in accordance with SECTION 010150, TECHNICAL REQUIREMENTS.

1.26. DISPOSITION OF MATERIALS

1.26.1. General

The location of the Contractor's off-site disposal area and a plan for safe disposal of material shall be submitted in the Disposal Plan. All demolished material and miscellaneous materials shall be disposed of off-site in conjunction with **SECTION 0157 20.00 25, ENVIRONMENTAL PROTECTION**, and in accordance with all local, State, and Federal rules and regulations.

1.26.2. Daily Cleanup and Disposal

Work areas shall be kept reasonably neat on a daily basis. All debris resulting from the work, such as waste metalwork, packing cases, scrap lumber, and other debris shall be collected, removed, and disposed of off-site at least once per week. The Government's trash cans, dump boxes and other containers shall not be used. Liquid waste shall not be disposed of in Project drains. All costs of removing debris shall be incidental to the work, and therefore, no separate payment shall be made.

1.26.3. Disposal and Salvage of Equipment and Miscellaneous Materials

Title to all materials and equipment to be disposed of, excepting materials salvaged for the Government will be vested in the Contractor when beginning disassembly work or when such materials and equipment are designated as scrap. The Government will not be responsible for the condition, loss, or damage to such property after title transfer. The Contractor may retain these items in usable form and take possession of them providing that there is no subsequent cost or inconvenience to the Government. The Government does not guarantee that these items are complete or in working order and

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the Contractor shall assume responsibility for any damages caused by their use immediately upon taking possession of them.

1.27. SALVAGE

Some items will remain the property of the Government during the Contract and after completion. Salvage shall include removal of the material, equipment, etc., from its present location and transporting, bundling, protecting, cleaning, and storing it on-site as directed. Salvage items will be those specified. Adequate property control records shall be maintained for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace all salvage materials and equipment which are stolen, broken, or damaged during the salvage operations as the result of the Contractor's negligence, or while in the Contractor's care.

1.28. CARE OF DRAINS

Existing intake structure floor drains including the de-watering drains, transformer cell drains, roadway deck, and crane rail drains shall not be used for disposal of any solid material and or any liquids other than clear water. The Contractor shall demonstrate that the pipes and drains are unobstructed when so directed and shall clean and remove materials from drains when obstructed.

1.29. LEAD BASED PAINT

Lead paint is suspected to be present on the metal works at the intake structure. Any paint removed from the guides for drilling for reinforcing shall be completed with a chemical paint stripping compound and contained for proper disposal. The Contractor shall take care to minimize the amount of hazardous waste generated. Only local areas subject to drilling must have the lead based paint removed prior to drilling. Paint strippers shall not be allowed to be used below the water surface or come in contact with water. Rags used to remove paint may be disposed with the Project's hazardous waste stream. Generated waste shall be placed into approved DOT drums (1A1/1A2). The Project Environmental Compliance Coordinator shall be notified when drums are full and ready for disposal. The Contractor is responsible for following all EPA, OSHA, and EM 385-1-1 standards, as well as 29 CFR 1926.62, all State, and Local ordinances pertaining to the proper removal, handling, and disposal of hazardous waste. Chemical paint strippers shall contain no methylene chloride. The removal, handling, and disposal of LBP shall be considered incidental to the work and no separate payment will be made therefore.

1.30. PROTECTION OF MATERIAL AND WORK

All materials, supplies, tools, equipment and Government property (including all tools, equipment, and special devices supplied by the Contractor and to be turned over to the Government at the end of the Contract) shall at all times be protected and preserved in an approved manner. If material, equipment, supplies, and work performed are not adequately protected, such property may be protected by the Government and the cost thereof will be charged to the Contractor or deducted from any payment due.

1.31. PROTECTION OF EXISTING UTILITIES

The existing utilities shall be protected in accordance with Contract Clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Repairs shall be made immediately and at Contractor's expense.

1.32. PROTECTION AND RESTORATION OF EXISTING FACILITIES

All existing facilities shall be protected whether or not shown on the drawings or referenced in the specifications. Upon completion of the work, all the existing facilities, not included as a portion of the work, shall be left in a condition equal to the original condition prior to the Contract. Costs for repair and restoration of any facilities shall be considered to be incidental to and included in the Contract price.

1.33. RESTORATION OF PROJECT ROADS

Project roads used for construction access will be evaluated and restored to their original condition by the Contractor as required.

1.34. CONTRACTOR SURVEY DATA

1.34.1. General

In addition to Contract Clause 52.236-17, LAYOUT OF WORK, A land surveyor with a minimum of 10 years experience shall perform Contractor surveys. Waterproof Survey Field Notebooks shall be submitted and shall be written in a legible, sequential manner. No erasures are to be made. Field notes shall be reduced and checked with each page initialed by the reviewer. Initial reductions shall be made in black pencil; corrections by reviewing personnel shall be in red pencil. An electronic data collection device may be used, provided that the resulting field data is submitted on 8 1/2- by 11-inch paper. Written data collector information shall contain the offset distance from the location line/preliminary line/base line; the elevation reading; the station; and a brief feature description. Information submitted shall be labeled to indicate each facet of work and include all computations and coordinates. Each notebook submitted shall bear the signature and seal of a registered land surveyor following the statement: "I certify that the data in this field notebook has been reviewed and checked and is true and correct."

1.34.2. Data Storage

In addition to field notes a CD shall be submitted using the current version of Microsoft Windows© Operating System. The file shall contain coordinates, elevations, and station values relating to control points on the location line/preliminary line/base line and cross sections along the line. The information shall be IBM PC compatible, and presented in the American Standard for Information (ASCII) format. Data on the disk shall conform to the following format:

An 80-column format with 15 columns devoted to Northing coordinates, Easting coordinates, elevations, and location line/preliminary line/base line station values. The remainder of the 80 columns is reserved for additional designations.

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The Northing (Y) and Easting (X) coordinates and elevation values shall be shown to three places to the right of the decimal and be right justified.

A point identification abbreviation shall be entered in the field immediately right of the station value. Typical points and identifications are: angle point (AP); back tangent (BK TAN); forward tangent (FWD TAN); angle split (A SPLT); point of curve (PC); point of tangent (PT); and other significant features such as top of rock, centerline of road, railroad bridge, edge of pavement, corner of building, etc.

PART 2 PRODUCTS
Not used.

PART 3 EXECUTION
Not used.

– SECTION END –