

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W917PM-06-R-0034-0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 30-Sep-2006	PAGE OF PAGES 1 OF 367
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. W917PM-06-C-0030	5. REQUISITION/PURCHASE REQUEST NO. SEE SCHEDULE	6. PROJECT NO.
7. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356	CODE W917PM	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7
TEL: FAX:	TEL: FAX:	TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME KIMBERLY PUGH	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

ANP BORDER POLICE BATTALION HEADQUARTERS, QAL E-YE-KAH, AFGHANISTAN

This project consists of the design and construction of facilities to support Border Police Battalion Headquarters at Qal e-ye Kah. This project is defined as the design, material, labor, and equipment to construct and/or refurbish all utilities, roads, buildings, force protection measures, site security, de-mining activities, and other features as referenced herein.

The work shall include the preparation of design documents and the subsequent construction of the facilities described within this Request for Proposal. The facility shall include structures as shown on drawings herein, specifications, and contain all necessary utilities for operation of such. The facility and utility design should allow for future expansion. These facilities shall be designed and constructed in accordance with current Afghan Design Standards, building codes, safety and security standards, and applicable local standards.

11. The Contractor shall begin performance within 7 calendar days and complete it within 420 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See SECTION 00800 _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

YES NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 05:00 PM (hour) local time 07 Jul 2006 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
 Venco-Imtiaz Construction Company
 Micheal S. Drannan
 Street 13, Lane 1,
 House 252 Wazir Ahkbar Khan
 Kabul

15. TELEPHONE NO. *(Include area code)*
 079-218-272

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE
 SX348

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT

\$6,212,827.92

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

**ITEM
 Block 7**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

See Item 7

27. PAYMENT WILL BE MADE BY:

CODE

U.S. ARMY CORPS OF ENGINEERS FINANCE CEN
 ATTN: CEFC-FP
 5722 INTEGRITY DRIVE
 MILLINGTON TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*
 DARREL L JOHNSON LTC / Contracting Officer

30B. SIGNATURE

30C. DATE

TEL:

EMAIL: darrel.l.johnson@usace.army.mil

31B. UNITED STATES OF AMERICA
 BY 

31C. AWARD DATE
 19-Sep-2006

Section 00010 - Solicitation Contract Form

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FOR

BORDER POLICE BATTALION HQ Qal e-ye Kah, Qal e-ye Kah, AFGHANISTAN

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	INDIVIDUAL SITE FFP ANP BATTALION QAL E-YE KAH FOB: Destination PURCHASE REQUEST NUMBER: W26WKS-6130-7958				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	DESIGN PHASE FFP FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	DESIGN COSTS FFP FOB: Destination	1	Lump Sum	\$133,250.00	\$133,250.00

NET AMT	\$133,250.00
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ACRN AC CIN: 00000000000000000000000000000000	\$133,250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001AC	NON-DESIGN COSTS FFP SUB-TOTAL DESIGN ONLY FOB: Destination	1	Lump Sum	\$40,355.75	\$40,355.75	
					NET AMT	\$40,355.75
ACRN AC CIN: 00000000000000000000000000000000					\$40,355.75	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0002	SITE IMPROVEMENTS FFP FOB: Destination					
					NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0002AA	UXO REMOVAL COSTS FFP FOB: Destination	1	Lump Sum	\$98,125.00	\$98,125.00	
					NET AMT	\$98,125.00
ACRN AC CIN: 00000000000000000000000000000000					\$98,125.00	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	DEMOLITION/DEBRIS REMOVAL FFP FOB: Destination	1	Lump Sum	\$372,550.00	\$372,550.00

NET AMT	\$372,550.00
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ACRN AC	\$372,550.00
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	WATER FFP FOB: Destination	1	Lump Sum	\$372,388.35	\$372,388.35

NET AMT	\$372,388.35
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ACRN AC	\$372,388.35
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	SITE ROADS/PARKING FFP FOB: Destination	1	Lump Sum	\$482,563.25	\$482,563.25
					NET AMT
					\$482,563.25
ACRN AC					\$482,563.25
CIN: 00000000000000000000000000000000					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE	SITE PERIMETER FFP FOB: Destination	1	Lump Sum	\$479,048.43	\$479,048.43
					NET AMT
					\$479,048.43
ACRN AC					\$479,048.43
CIN: 00000000000000000000000000000000					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	BARRACK FACILITES FFP FOB: Destination	1	Lump Sum	\$482,142.19	\$482,142.19
					NET AMT
					\$482,142.19
ACRN AC					\$482,142.19
CIN: 00000000000000000000000000000000					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0002AG	DINING FACILITY FFP FOB: Destination	1	Lump Sum	\$521,755.22	\$521,755.22	
					NET AMT	\$521,755.22
ACRN AC CIN: 00000000000000000000000000000000					\$521,755.22	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0002AH	SHOWER, LATRINE AND ABLUTION FACILITY FFP FOB: Destination	1	Lump Sum	\$229,851.99	\$229,851.99	
					NET AMT	\$229,851.99
ACRN AC CIN: 00000000000000000000000000000000					\$229,851.99	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0002AJ	VEHICLE REFUELING POINT FFP FOB: Destination	1	Lump Sum	\$92,973.32	\$92,973.32	
					NET AMT	\$92,973.32
ACRN AC CIN: 00000000000000000000000000000000					\$92,973.32	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK	STORAGE BUILDING FFP FOB: Destination	1	Lump Sum	\$88,417.90	\$88,417.90

NET AMT	\$88,417.90
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ACRN AC CIN: 00000000000000000000000000000000	\$88,417.90
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL	SEWER FFP FOB: Destination	1	Lump Sum	\$138,036.65	\$138,036.65

NET AMT	\$138,036.65
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ACRN AC CIN: 00000000000000000000000000000000	\$138,036.65
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AM	COMMUNICATIONS BUILDING FFP FOB: Destination	1	Lump Sum	\$50,967.36	\$50,967.36
					<hr/>
					NET AMT
					\$50,967.36
					ACRN AC
					\$50,967.36
					CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AN	ADMINISTRATION BUILDING FFP FOB: Destination	1	Lump Sum	\$895,738.33	\$895,738.33
					<hr/>
					NET AMT
					\$895,738.33
					ACRN AC
					\$895,738.33
					CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AP	MAINTENANCE GARAGE FFP FOB: Destination	1	Lump Sum	\$156,424.42	\$156,424.42
					<hr/>
					NET AMT
					\$156,424.42
					ACRN AC
					\$156,424.42
					CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AQ	SITE POWER FFP FOB: Destination	1	Lump Sum	\$988,534.47	\$988,534.47
					<hr/>
					NET AMT
					\$988,534.47
					ACRN AC
					CIN: 00000000000000000000000000000000
					\$988,534.47

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AR	MOTORPOOL FFP FOB: Destination	1	Lump Sum	\$169,705.29	\$169,705.29
					<hr/>
					NET AMT
					\$169,705.29
					ACRN AC
					CIN: 00000000000000000000000000000000
					\$169,705.29

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum	\$420,000.00	\$420,000.00
	ALL OTHER SITE IMPROVEMENT COSTS				
	FFP				
	SUB-TOTAL SITE IMPROVEMENTS COSTS				
	TOTAL BASE PROPOSAL ITEMS				
	FOB: Destination				
					<hr/>
				NET AMT	\$420,000.00
	ACRN AC				\$420,000.00
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum		
	6TH BORDER BRIGADE HERAT/BATTALION HQ				
	FFP				
	QAL E-YE KAH FARAH PROVINCE				
	FOB: Destination				
	MILSTRIP: W26WKS62562686				
	PURCHASE REQUEST NUMBER: W26WKS62562686				
					<hr/>
				NET AMT	\$0.00
	ACRN AB				\$0.00
	CIN: W26WKS625626860001				

PROPOSAL SCHEDULE NOTES

(total of all above costs - includes design and construction)

PROPOSAL SCHEDULE NOTES

1. Offeror shall submit prices on all items.
2. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a Firm Fixed Price contract. This Proposal Schedule is an accounting tool for allocating funds to applicable budget.
3. Costs associated with this project shall include design and construction costs for site, facilities and utilities preparation but, no less than all items as shown in proposal schedule.

4. **DESIGN COSTS DEFINITION:** Design costs shall consist of preparation of master planning and site designs, plans, drawings, and specifications.
5. **NON-DESIGN COSTS DEFINITION:** Non-design costs shall include the following: initial site visits; field, topographic, property, boundary, utility, and right-of-way surveys; subsurface explorations and borings; feasibility, functional, and economic studies and other investigations; flow gauging and model testing; preparation or verification of as-built drawings; preparation of general and development criteria; preparation of general and feature design memoranda; services of consultants where not specifically applied to the preparation of working drawings or specifications; construction phase services; models, renderings, or photographs of completed designs; reproduction of designs for review purposes; and travel and per diem allowances in connection with the above excludable services.
6. **SEPARATION OF WORK:** All work for Design and Construction shall be included in all Proposal Items.

END OF SECTION

PRE-PROP PREP 110

SECTION 00110

PROPOSAL PREPARATION

PART 1 - GENERAL

A. PROPOSAL PREPARATION. Instructions for the preparation and organization of each proposal are included herein. The proposal submittal shall include one original and five copies of the Volume I and Volume II proposals. The Volume I proposal shall be sealed in a single package separate from the Volume II proposal. The proposal shall be submitted as required herein and elsewhere in the RFP.

1. VOLUME I – MANAGEMENT-TECHNICAL PROPOSAL PREPARATION

1.1 Content. The Management/Technical proposal shall include the information as described below and shall be presented in the sequence listed.

1.1.1 Factor 1 – Experience. Demonstrate the experience of the team, including sub-contractors that will ensure successful completion of this facility using a design-build process. Provide a list of no more than ten similar and relevant design-build projects underway or completed in the last five years that best demonstrates your experience. The list of projects shall include the following information:

- Project name and location.

- Nature of firm's responsibility (design, construction or both).
- Project owner's name, address, telephone, email
- Project completion date (actual or estimated)
- Overall size of facility (in square feet or square meters)
- Construction cost (excluding design costs)
- Duration of design
- Duration of construction (excluding design time)
- Identify any of these projects delivered by design-build method
- Brief explanation that illustrates your performance capabilities

1.1.2 Factor 2 - Past Performance. For the projects listed under 1.1.1.1 Sub-factor 1 - Experience, provide the following additional information:

- Project Manager's (Point of Contact) name, telephone, email
- Problems encountered and corrective actions taken
- List of change orders and circumstances associated with them
- Construction duration time growth in days
- Construction cost growth in dollars
- Safety record and accident report
- The offeror may also provide letters of recommendation, references, performance evaluations or other evidence of successful performance of the project.

Note: The Source Selection Evaluation Board may attempt to contact the project owner/project manager provided in the list of projects. Their comments will affect the scoring of proposals. It is important to verify that the points of contact listed are still available at the phone number and addresses provided and that they are individuals who have sufficient knowledge of the project and your performance to be able to offer meaningful comments.

Note: In the event that an offeror does not have a record of past performance, a written explanation of the reasons why no record is available is requested. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. A neutral rating with unknown risk will be assigned.

1.1.3 Factor 3 - Project Management

1.1.3.1 Sub-factor 1 – Management Plan. Provide a project management plan and an organizational chart that describes how the team will be structured, i.e., how many firms are involved and the specific role and responsibility of each firm for this project. Clearly indicate how all of the design and construction process will be managed including control quality throughout the construction process including testing, inspection, and safety. Demonstrate your understanding of the design-build process including your ability to effectively coordinate architectural and engineering professionals, sub-contractors and construction personnel in a team effort. Indicate the level of detail you propose to employ for proper development of drawings and specifications. Present your construction management philosophy as it relates to the design-

build process and the benefits it will bring to the Government, particularly in the areas of time and cost control. Limit discussion to no more than four pages.

1.1.3.2 Sub-factor 2 - Management Commitment: Present the role(s) that upper management will perform in this project and the process by which management issues encountered at the working level may be expeditiously elevated to and resolved by upper management. Describe interactions with the Corps of Engineers and the roles that different team members will play when dealing with design or construction changes, resolving potential delays, reviewing and approving submittals, attending progress meetings and facilitating quality control, contract completion on schedule and closeout. Limit discussion to no more than two pages.

1.1.4. Factor 4 – Personnel and Resource Commitment.

1.1.4.1 Sub-factor 1 - Personnel. Provide professional resume data on the following individuals who will be key personnel on the project team. Key personnel identified in this section should be senior working-level people who will be involved in design and construction on a day-to-day basis, as opposed to departmental level supervisors or executives. By identifying these personnel, the offeror makes a commitment that, barring unforeseen circumstances; they are the personnel who will be assigned to the project. All key personnel shall have a minimum of five years of professional experience.

- Project Manager for design and for construction
- Quality Control Manager
- Project Architect
- Senior Structural Engineer
- Senior Civil Engineer
- Senior Mechanical Engineer
- Senior Electrical Engineer
- Fire Protection Engineer
- Construction Superintendent
- Construction Foreman (if different from above)

Note: Information to be provided for key personnel should be limited to no more than one-half page per person and shall include:

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm and with other firms
- Education degree(s), year, specialization
- Active registration, year first registered
- Other experience and qualifications relevant to the proposed project

1.1.4.2 Sub-factor 2 – Resource Commitment. Demonstrate personnel and resources to be utilized for this project as well as additional resources available if necessary. Include a list of key professional job titles and the number of personnel in each category for each

key firm on the design-build team to include a resource manning chart and an estimate of how many personnel will be working primarily on this project from month to month. Do NOT provide biographical information in this section. Include the proposed use of Afghan contractors and labor. When reporting the proposed use of Afghan contractors and labor, give the number of Afghan contractors and labor that will be used. The number should be compared to the total amount expected to work on the project. For example, 10 out of 20 managers will be Afghan, or 50 out of 60 laborers will be Afghan.

1.2 Format

1.2.1 Volume I shall be typed, with numbered pages and sections tabbed. A cover sheet shall identify the offeror and the project and the second sheet shall be a table of contents. The Volume I proposal is limited to no more than 50 single-sided or 25 double-sided pages, printed on 8-1/2" x 11" sheets, not including the cover sheet and table of contents. Do not use condensed print. Do not submit any extraneous materials with your proposal.

2. VOLUME II - COST/PRICE PROPOSAL PREPARATION

2.1 Proposal Schedule. Offerors shall provide a signed cover letter and complete the Proposal Schedule by filling out the pricing data blanks. Fill in Block 20.A, Sign Block 20 B, and Acknowledge all amendments in Block 19 of the 1442. An executable Proposal Schedule is included in Section 00010 herein. Overhead and profit shall be applied proportionally to each category and will not be required to be shown separately. The proposal shall include allowances in the Cost/Price Proposal and shall schedule any contingency for weather delays for severe weather in accordance with weather requirements. All costs and prices shall be firm.

2.2 Cost/Price Supporting Information. In addition to the completed pricing schedule, the contractor shall provide supporting information in the way of cost breakdowns and assumptions made in determining the proposed prices for this project. A written description of the proposed methods, techniques, approaches, assumptions, etc. shall be provided to assist the Government in evaluating the reasonableness and completeness of the proposed pricing.

B. CLARIFICATIONS AND FINAL PROPOSAL REVISION:

B.1 General. Any conflicting criteria which cannot be resolved by the Order of Precedence specified in Section 00150, Design Build Process, shall be brought to the attention of the Government by the offeror as part of the written clarification requirement of the proposal. In the absence of such request for clarification, the offeror shall perform to the most beneficial criteria as determined by the Government.

B.2 Clarifications Prior to Proposal Due Date. In the event that clarifications are required prior to submitting the proposal, contact the individuals listed on the RFP letter. All RFP holders will be advised of significant clarifications affecting the scope of the project.

B.3 Clarifications Submitted with Proposals. If clarifications remain at the time and date that proposals are due, written clarifications may be included in the proposal for consideration by Border Police Battalion HQ, Qal e-ye Kah

Qal e-ye Kah, Afghanistan

the Government. Clarifications submitted with proposals shall clearly identify the understanding of the RFP documents and how this understanding is reflected in the cost proposal. Extensive qualifications, exclusions and exceptions in the form of clarifications may be considered by the Government to be non-responsive and may be grounds for rejection of the proposal.

B.4 Final Proposal Revision(s):

B.4.1 The Government intends to award a contract on the basis of the initial offers received without further discussions or negotiations. Offers should contain the offeror's best terms from a cost and management standpoint.

B.4.2 The Government may contact those firms whose proposals are within the competitive range and conduct discussions/negotiations concerning their proposal. Following resolution of the discussions/negotiations, offerors in the competitive range shall be given the opportunity to submit their Final Proposal Revision (otherwise known as 'Best and Final offer').

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

-- End of Section --

PROP EVAL 00120

SECTION 00120

PROPOSAL EVALUATION AND CONTRACT AWARD

PART 1 – GENERAL

A. BASIS FOR AWARD. The Government intends to make one award for completion of the subject project. The award will be made to the offeror whose proposal represents the best overall value to the Government. Competing proposals shall be evaluated against the requirements of the solicitation in order to assess strengths, weaknesses and associated risks and deficiencies. The tradeoff process of evaluation between non-cost/price and cost/price aspects of the offerors' proposals will be used to determine those offers that may result in award of a contract. Implicit in the Government's evaluation and selection process is its willingness to accept other than the lowest priced offers.

B. PROPOSAL EVALUATION.

B.1 Proposals will be evaluated by a Source Selection Evaluation Board (SSEB). The SSEB will be composed of Corps of Engineers personnel and possibly a customer representative. The

identity of SSEB members is confidential and members will not be available for contact or discussion prior to submission of proposals.

B.2 The Volume I (Management Technical) and Volume II (Preliminary Design) factors are listed in descending order of importance. Sub-factors under each factor are essentially equal in importance. The factors and sub-factors will be evaluated and assigned merit ratings using the adjectives of excellent (E), good (G), satisfactory (S), marginal (M), and unsatisfactory (U). Risk assessment confidence ratings will be assigned based upon the adjective ratings of high (H) confidence (low risk), medium (M) confidence (medium risk), or low confidence (L) (high risk). The non-pricing Volume (I, Management-Technical) has equal weight to the pricing factor (Volume II) in the evaluation and selection process.

1. VOLUME 1 – MANAGEMENT-TECHNICAL PROPOSAL EVALUATION CRITERIA.

1.1 Content

1.1.1 Factor 1 - Experience. The Government will evaluate the experience and ability of the contractor and the proposed team, including subcontractors, to successfully complete these facilities using a design-build process. Contractor experience with similar relevant projects (type of construction, dollar value, design-build method, complexity) will receive a higher rating than those with dissimilar or non-relevant projects.

1.1.2 Factor 2 – Past Performance. Past performance may be evaluated by contacting references for indications of customer satisfaction and review of performance evaluations or other information provided by the offeror or obtained by the Government. The evaluators will consider the relevance of the past performance information, as well as the success achieved on past projects to determine the rating. Proposals with the most convincing evidence will receive the highest ratings. In the event that an offeror does not have a record of past performance, a written explanation of the reasons why no record is available is requested. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. A neutral rating with unknown risk will be assigned.

1.1.3 Factor 3 – Project Management.

1.1.3.1 Sub-factor 1 – Management Plan. The evaluators will evaluate and rate the project management plan including the team structure and responsibilities of team members, the management approach for the design and construction process, including effective coordination between design and construction personnel; the quality control process; the level of detail proposed for drawings and specs; and the offeror's construction management philosophy as it relates to the design-build process. The Government will evaluate the offeror's plan to control quality throughout the design development and construction of the project. Proposals with the most convincing evidence will receive the highest ratings.

1.1.3.2 Sub-factor 2 – Management Commitment. The Government will evaluate the contractor's management commitment and issue resolution processes; and the offeror's

commitment to control cost growth by maintaining the project budget during design and construction, review of cost control systems and procedures, cost savings proposals, plans to minimize cost overruns and plan to maximize user requirements while minimizing or maintaining costs. The evaluators will rate the offerors commitment to interact with the Corps of Engineers and the roles that the team members will have in dealing with design and construction changes, resolving potential delays, reviewing and approving submittals, attending progress meetings and facilitating contract completion and closeout. Proposals with the most convincing evidence will receive the highest ratings.

1.1.4 Factor 4 – Personnel and Resource Commitment.

1.1.4.1 Sub-factor 1 – Personnel. The Government will evaluate the qualifications and experience of the proposed project personnel and the commitment to participate in this project. Contractor personnel with experience with similar relevant projects (type of construction, dollar value, design-build method, complexity) will receive a higher rating than those with dissimilar or non-relevant project experience. Proposals with the most convincing evidence will receive the highest ratings.

1.1.4.2 Sub-factor 2 – Resource Commitment. The Government will evaluate the adequacy of the offeror's proposed personnel and other resources to successfully complete the project. The Government will also evaluate the contractor's commitment to hire and use local Afghan people to complete the project. Proposals with the most convincing evidence will receive the highest ratings.

1.2 Format

2. VOLUME II - COST/PRICE PROPOSAL PREPARATION. The Government will evaluate whether the Volume III cost/price proposals are complete and reasonable. The cost/price proposals will not be assigned adjective ratings but will be assigned a confidence/risk rating. The government will evaluate the proposed pricing and supporting information to determine the reasonableness and completeness of the proposed price.

C. METHOD OF PROPOSAL EVALUATION

C.1 Proposals will be reviewed to determine if they contain the required minimum procurement and technical data. Incomplete proposals may be eliminated. All forms shall be filled in and all requested data must be provided.

C.2 After the compliance review, the SSEB will begin evaluation and scoring the factors and sub-factors set forth herein. The Cost/Price proposal information will be evaluated (not scored) with regard to reasonable and complete pricing and associated risks.

C.3 If necessary, a competitive range may be determined. The competitive range will consist of all proposals which are considered to have a reasonable chance of being selected for award. However, the offeror is reminded that the Government intends to award without

discussions and that their best offer should be provided with the initial proposal. After the determination of the competitive range, written and/or oral discussions may be conducted with all offerors within the competitive range. Upon completion of written and/or oral discussions, Final Proposal Revision will be requested.

C.4 The Government may reject any or all proposals and waive minor informalities or minor irregularities in proposals.

D. SELECTION and AWARD. Award will be made to the offeror that, in the judgment of the Contracting Officer, provides the best combination of management and technical capability and reasonable cost. The Government reserves the right to make award to other than the lowest cost offeror, price and other factors considered.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

-- End of Section --

DESIGN BLD 00150

SECTION 00150

THE DESIGN/BUILD PROCESS

PART 1 - GENERAL

1. DESIGN/BUILD (DB) PROCESS

The facility shall be designed and renovated by a single DB contractor. The DB contractor may be a single firm or a team of firms that includes registered Architects and Engineers either employed by or subcontracted to the DB contractor. The DB contractor is the Architect/Engineer-of-Record, whether the DB contractor uses registered architects and engineers employed by its firm or subcontracts with independent architectural and engineering firm(s). The DB contractor is solely liable for design errors and/or omissions and must be insured as the designer against design errors and omissions.

2. OUTLINE DESCRIPTION OF THE DB PHASE

No work can begin on any phase of the process until an authorization Letter to Commence for that phase is issued.

2.1 PROPOSAL PHASE

The Proposal Phase includes the period from the time from the issuance of the Request for Proposals (RFP) through the selection process and the final award of the DB contract.

The proposals to be submitted include a Management/Technical Proposal and a Cost/Price Proposal. The contents and organization of the proposal is described in SECTION 00110 - PROPOSAL PREPARATION. The Government will evaluate and award the DB contract to a single Offeror based upon the criteria which are outlined in SECTION 00120 - PROPOSAL EVALUATION AND CONTRACT AWARD.

2.2 DESIGN PHASE

The successful DB contractor shall develop and submit for review four submittals. The DB contractor is encouraged to develop and submit multiple cost saving proposals for innovative design alternatives.

2.2.1 The Design Phase will consist of four parts as follows:

a. Part 1 will be the basic services required to develop the first submittal which represents: 100% complete drawings and specifications for site preparation work, utility construction, paving, foundation, and structural diaphragm of all work and approximately 35% complete drawings and specifications of all other required construction documents. Part I also includes incorporating the revisions identified in the First submittal review.

After approval of the Part 1 drawings and specification submittal, the Government may issue a Letter of Authorization to commence with the Build Phase for all site and off-site utilities, clearing, grubbing, rough grading the site, demolition work, parking lot base course, foundation, and structural framing.

A Pre-design meeting will be conducted to distribute as-built drawings to the DB contractor, finalize and clarify technical information, and clarify other necessary information.

b. Part 2 shall include all design services required to complete the second design submittal (65%). Part 2 design shall not begin until an approval of the Part 1 submittal is issued.

c. Part 3 shall include all design services required to complete the third design submittal (95%). Part 3 design shall not begin until an approval of the Part 2 submittal is issued.

d. Part 4 shall include all design services required to complete the third design submittal (100%). Part 4 design shall not begin until an approval of the Part 3 submittal is issued.

3. BUILD PHASE

The Build Phase will be initiated by an authorization letter.

The authorization letter will be provided separately by the Contracting Officer for each phase of the work. The Government may give the DB Contractor authorization for the Build Phase for portions of the work following review and approval of the First Design Submittal.

Weekly coordination meetings will be held at which, as a minimum, the DB Contractor's Project Manager, a representative of the Designer, the site Superintendent, and the Contractor's Quality Control Manager shall be present.

4. PROJECT SCHEDULE

The following is a suggested internal design schedule and is subject to modification by the Offeror to suit their particular method of operation. Overall time constraints are required and cannot be changed except by contract modification. Prospective Offerors shall be required to submit a complete schedule for design and construction that meets or exceeds the overall time goals of the Government for this project.

Notice to Proceed	Award of Contract (upon written notification)
Basic Services Pre-design Meeting	Within 7 days from Award of Contract
Study Review meeting <i>(if study is required-location TBD)</i>	7 days after submission of study
First Design Submittal Due <i>(site design at 35% completion level)</i>	21 days following Notice to Proceed
Submittal Review Conference (Kabul, Afghanistan)	14 days after 35 percent submittal
Authorization to Commence Design Phase Part 2	Upon approval of first design submittal
Build Phase authorization to commence	Upon approval of corrected first design submittal
Second Design Submittal Due <i>(65% completion level)</i>	42 days following Notice to Proceed
Submittal Review Conference (Kabul, Afghanistan)	14 days following 65 percent submittal

Incorporate Changes to Submittals
Re-Submit for Review and Approval

10 days following review conference

Third Design Submittal Due
(95% completion level)

64 days following Notice to Proceed

Submittal Review Conference
(Kabul, Afghanistan)

14 days following 100 percent submittal

Incorporate Changes to Submittals
Re-Submit for Review and Approval

7 days following review conference

Fourth Design Submittal Due
(100% completion level)

100 days following Notice to Proceed

Submittal Review Conference
(Kabul, Afghanistan)

14 days following 100 percent submittal

Incorporate Changes to Submittals
Re-Submit for Review and Approval

7 days following review conference

Build Phase Authorization for Remainder Upon approval of Fourth submittal
of Work

Construction Complete:

Base Proposal Construction

420 days after NTP

Total Design and Construction Period

(performance period includes design and construction phases): 420 Days

Liquidated damages in the amount of \$ \$1,499.97 for every calendar day of delay shall be assessed and charged to the Contractor.

All days are in calendar days.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

---End of Section---

00555

SECTION 00555

DESIGN CONCEPT DOCUMENTS

PART 1 GENERAL

1.1 GENERAL

This section identifies documents issued with this RFP which establish the concept or basis for the project design. These requirements are minimum standards and may be exceeded by the Offeror. Deviations from these concepts and standards may be approved if considered by the Government to be in its best interests.

The extent of development of these requirements in no way relieves the successful Offeror from the responsibility of completing the design, construction documentation, and construction of the facility in conformance with applicable criteria and codes.

1.2 ENGINEERING AND DESIGN CRITERIA

General design requirements are set forth in this RFP herein. The Specifications Divisions 02 thru 16 are the primary specifications criteria for the design and construction of the project. No design criteria will be furnished by the Afghanistan Engineer District except that which may be required for design and is not available from commercial sources or from the Construction Criteria Base (CCB) or 'Techinfo' website located at <http://www.wbdg.org/ccb/>. The references within CCB must be obtained by the A/E if the criteria are required or desired. All design, unless otherwise specified, shall be based on nationally recognized industry standard, criteria, and practice.

1.3 APPENDIX DOCUMENTS

See Appendices for further technical requirements, criteria and parameters that are a part of this contract.

1.4 SPECIFICATIONS

Specifications included herein shall be utilized as design criteria and minimum standards for the corresponding construction work. The successful Offeror shall develop complete construction specifications using the criteria included in these specifications.

The Government will provide Division 1 specifications sections as required, to the successful Offeror; and these sections shall be included in the final construction specifications without change. The Design Build Contractor shall furnish these specifications on electronic media for the production of construction specifications when requested. These specifications shall be submitted together with other required contractor prepared project construction documents during the Second Design Submittal of the Design Phase, Part II.

1.5 ORDER OF PRECEDENCE

In case of conflict, duplication, or overlap of design criteria specified in the documents referenced in this section, the following order of precedence shall be followed:

1. Drawings.
2. General written design requirements within RFP narrative.
3. General guidance from referenced publications herein.

1.6 MANDATORY CRITERIA

Portions of the design criteria documents provide mandatory criteria. Mandatory criteria consists of drawings, schematics, specifications, and other requirements which shall not be altered or modified for proposal submittal or subsequent final design except for minor adjustments for coordination or except for cost reduction proposals as specified in Section 00150 - THE DESIGN BUILD PROCESS. Non-mandatory criteria shall be considered minimum requirements and may be enhanced, improved, or substituted to better suit design requirements or to improve evaluation consideration. Mandatory requirements are as listed below. All other design criteria shall be considered non-mandatory. The contractor shall provide one year warranty for all buildings, equipment.

Work Plan

Boundary survey plan

Topographic survey plan

Any mandatory criteria referenced within Project Program.

Any other criteria listed herein which is listed, shown or implied as mandatory.

1.7 ADDITIONAL DOCUMENTS/CRITERIA FURNISHED BY THE GOVERNMENT

The following documents will be furnished to the Design/Build Contractor when requested by the Offeror or Contractor:

Design Criteria published by the Government such as Technical Manuals (TM), Engineer Manuals (EM), Engineer Technical Letters (ETL) and other documents related to the design referenced herein which are not available on the Internet, including the CCB website.

Commercial design criteria and specifications will not be furnished by the Government.

Conversion of electronic media to other formats shall be the responsibility of the Design Build Contractor.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

Section 00100 - Bidding Schedule/Instructions to Bidders

INSTRUCTIONS TO BIDDERS

PREPROPOSAL CONFERENCE WILL BE HELD JUNE 15, 2006, 9:00AM LOCAL TIME. Offerors who plan to participate, please email me at kimberly.pugh@tac01.usace.army.mil, no later than -JUNE 14, 2006.

Estimated cost range of this project is between \$5,000,000.00 to \$10,000,000.00.

NOTICE: Return Section 600, "Representations and Certifications" and requested information from Sections 00010 "Solicitation Contract Form" and 00100 "Bidding Schedule/Instructions to Bidders", with your proposal.

Request for information must be directed to the person listed in Item 9 of the 1442. Inquiries and request that are directed to any other person may not be relayed to the proper person and therefore, may not be answered. Please email all questions to Kimberly.pugh@tac01.usace.army.mil.

If proposal is hand carried, deliver to: U.S. Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (behind Aman High School), Kabul, Afghanistan, Attn: Cheryl C. Parks, prior to the time and date specified below for receipt of proposals. Due to heightened security conditions, access to the building is controlled by security.

Electronic proposals will not be accepted.

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52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not

completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract

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Qal e-ye Kah, Afghanistan

covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

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(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

52.1000-4234

MAGNITUDE OF CONSTRUCTION (OCT 1994) (LRD)

The estimated cost range of the project is from \$5,000,000.00 to 10,000,000.00.

Section 00600 - Representations & Certifications

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52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

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52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

CLAUSES INCORPORATED BY FULL TEXT

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those agency and legislative liaison activities expressly authorized by paragraph (b)(3)(i) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal

action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those professional and technical services expressly authorized by paragraph (b)(3)(ii) of this clause are permitted under this clause.

(4) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

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(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be--

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

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52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

(a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.

(b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the Federal Acquisition Regulation (FAR). When determining or agreeing on the method for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.

(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the

acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (i) Major group code 10 (except 1011, 1081, and 1094.
 - (ii) Major group code 12 (except 1241).
 - (iii) Major group codes 20 through 39.
 - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (APR 2006)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency

lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Canada, Chile, Mexico, Morocco, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: NONE

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

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52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

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(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

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52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) Definitions. As used in this clause--

"Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

"Tax" and "taxes," include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax," means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate

action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(End of clause)

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52.229-7 TAXES--FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of AFGHANISTAN have agreed shall not apply to expenditures made by the United States in AFGHANISTAN or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of AFGHANISTAN. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

(c) If, after the contract date, the Government of the United States and the Government of AFGHANISTAN agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in AFGHANISTAN, the contract price shall be reduced accordingly.

(d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an

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amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (AUG 1987)

(a) Estimates shall be made monthly of the amount and value of the work and services performed by the Contractor under this contract which meet the standards of quality established under this contract. The estimates shall be prepared by the Contractor and accompanied by any supporting data required by the Contracting Officer.

(b) Upon approval of the estimate by the Contracting Officer, payment upon properly executed vouchers shall be made to the Contractor, as soon as practicable, of 90 percent of the approved amount, less all previous payments; provided, that payment may be made in full during any months in which the Contracting Officer determines that performance has been satisfactory. Also, whenever the Contracting Officer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Government, the Contracting Officer may release the excess amount to the Contractor.

(c) Upon satisfactory completion by the Contractor and acceptance by the Contracting Officer of the work done by the Contractor under the "Statement of Architect-Engineer Services", the Contractor will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. Upon satisfactory completion and final acceptance of the construction work, the Contractor shall be paid any unpaid balance of money due under this contract.

(d) Before final payment under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the Contracting Officer a release of all claims against the Government arising under or by virtue of this contract, other than any claims that are specifically excepted by the Contractor from the operation of the release in amounts stated in the release.

(e) Notwithstanding any other provision in this contract, and specifically paragraph (b) of this clause, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. The due date for making invoice payments is--

(i) For work or services completed by the Contractor, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(iii) of this clause).

(B) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice, when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the settlement.

(ii) The due date for progress payments is the 30th day after Government approval of Contractor estimates of work or services accomplished.

(iii) If the designated billing office fails to annotate the invoice or payment request with the actual date of receipt at the time of receipt, the payment due date is the 30th day after the date of the Contractor's invoice or payment request, provided the designated billing office receives a proper invoice or payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval is deemed to occur constructively as shown in paragraphs (a)(4)(i)(A) and (B) of this clause. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(A) For work or services completed by the Contractor, Government acceptance is deemed to occur constructively on the 7th day after the Contractor completes the work or services in accordance with the terms and conditions of the contract.

(B) For progress payments, Government approval is deemed to occur on the 7th day after the designated billing office receives the Contractor estimates.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315, in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with the Miller Act (40 U.S.C. 3133), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

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(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

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52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take

all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least FIFTEEN percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the

Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a

third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, 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 satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation Border Police Battalion HQ, Qal e-ye Kah

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of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish,

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at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

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52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

(End of clause)

52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(End of clause)

52.244-4 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-

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ENGINEER SERVICES) (AUG 1998)

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.

(End of clause)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when

work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
 - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
 - (2) Prepare and distribute commercial bills of lading;
 - (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
 - (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
 - (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
 - (6) Pay and bear all charges to the specified point of delivery.
- (End of clause)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

(a) Definitions. As used in this clause--

International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag air carrier means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]: _____

(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

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(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be

requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(b) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (DEC 2004)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301) 809-4904.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)

(a) "Definition."

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"Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.1997

(b) "General."

(1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

(2) The system should be --

(i) Consistent and integrated with the Contractor's related management systems; and

(ii) Subject to applicable financial control systems.

(c) "Applicability". Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either --

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which certified cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract --

(i) Received DoD prime contracts or subcontracts totaling \$10 million or more (but less than \$50 million) for which certified cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) "System requirements."

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is adequate when the Contractor has provided the ACO with documentation that--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall --

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) "Estimating system deficiencies."

(1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall --

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) This clause applies only if the Contractor is--

(1) A concern incorporated in the United States (including a subsidiary that is incorporated in the United States, even if the parent corporation is not incorporated in the United States); or

(2) An unincorporated concern having its principal place of business in the United States.

(c) On each invoice, voucher, or other request for payment under this contract, the Contractor shall identify that part of the requested payment that represents estimated expenditures in the United States. The identification--

(1) May be expressed either as dollar amounts or as percentages of the total amount of the request for payment;

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(2) Should be based on reasonable estimates; and

(3) Shall state the full amount of the payment requested, subdivided into the following categories:

(i) U.S. products--expenditures for material and equipment manufactured or produced in the United States, including end products, components, or construction material, but excluding transportation;

(ii) U.S. services--expenditures for services performed in the United States, including all charges for overhead, other indirect costs, and profit under construction or service contracts;

(iii) Transportation on U.S. carriers--expenditures for transportation furnished by U.S. flag, ocean, surface, and air carriers; and

(iv) Expenditures not identified under paragraphs (c)(3)(i) through (iii) of this clause.

(d) Nothing in this clause requires the establishment or maintenance of detailed accounting records or gives the U.S. Government any right to audit the Contractor's books or records.

(End of clause)

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(3) United States means the 50 States, the District of Columbia, and outlying areas.

(4) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005)

(a) Definitions. As used in this clause--

(1) Qualifying country means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(2) Specialty metals means--

(i) Steel--

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium base alloys.

(b) Any specialty metals incorporated in articles delivered under this contract shall be melted in the United States or its outlying areas.

(c) This clause does not apply to specialty metals--

(1) Melted in a qualifying country or incorporated in an article manufactured in a qualifying country; or

(2) Purchased by a subcontractor at any tier.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from COMBINED FORCES COMMAND, AFGHANISTAN (CFC-A) BASE OPERATIONS, CENTER (BDOC) CAMP EGGERS, KABUL, AFGHANISTAN.

(End of clause)

252.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE
AGREEMENTS (FEB 2006)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Component means any article, material, or supply incorporated directly into construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means--

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom);

(2) A Free Trade Agreement country (Australia, Canada, Chile, Mexico, Morocco, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, a Free Trade Agreement country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different construction material distinct from the material from which it was transformed.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for designated country construction materials.

(c) The Contractor shall use only domestic or designated country construction material in performing this contract, except for--

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation; or

(2) The construction material or components listed by the Government as follows:

NONE

(End of clause)

252.227-7002 READJUSTMENT OF PAYMENTS (OCT 1966)

(a) If any license, under substantially the same patents and authorizing substantially the same acts which are authorized under this contract, has been or shall hereafter be granted within the United States, on royalty terms which are more favorable to the licensee than those contained herein, the Government shall be entitled to the benefit of such more favorable terms with respect to all royalties accruing under this contract after the date such more favorable terms become effective, and the Contractor shall promptly notify the Secretary in writing of the granting of such more favorable terms.

(b) In the event any claim of any patent hereby licensed is construed or held invalid by decision of a court of competent jurisdiction, the requirement to pay royalties under this contract insofar as it arises solely by reason of such claim, and any other claim not materially different therefrom, shall be interpreted in conformity with the court's decision as to the scope of validity of such claims; provided, however, that in the event such decision is modified or reversed on appeal, the requirement to pay royalties under this contract shall be interpreted in conformity with the final decision rendered on such appeal.

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

- (1) Approved in writing by the Contracting Officer;
- (2) Made in accordance with the laws and regulations of the United States of America; and
- (3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

- (1) Identify the assignee by name and complete address; and
- (2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7006 COST LIMITATION (JAN 1997)

(a) Certain items in this solicitation are subject to statutory cost limitations. The limitations are stated in the Schedule.

(b) An offer which does not state separate prices for the items identified in the Schedule as subject to a cost limitation may be considered nonresponsive.

(c) Prices stated in offers for items subject to cost limitations shall include an appropriate apportionment of all costs, direct and indirect, overhead, and profit.

(d) Offers may be rejected which--

(1) Are materially unbalanced for the purpose of bringing items within cost limitations; or

(2) Exceed the cost limitations, unless the limitations have been waived by the Government prior to award.

(End of provision)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD) (NOV 2005)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

ACCOUNTING AND APPROPRIATION DATA

AB: 97X8242B2O1 088170 3230C8J1C7HAB00100000 NA 44214
AMOUNT: \$0.00
CIN W26WKS625626860001: \$0.00

AC: 9711x8242b201n0x088170hab00100000442143230cbj1c7na33gl6h
AMOUNT: \$6,212,827.92
CIN 00000000000000000000000000000000: \$6,212,827.92

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 7 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 420 DAYS.* The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

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 \$1,499.97 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)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by either surveys, core borings, and/or reconnaissance.**
- (b) Weather conditions. Information regarding weather conditions is available in Technical Specification Section 01060 for examination by the bidders. If additional information concerning weather is required prospective bidders should contact the U. S. Army Corps of Engineers, Afghanistan Engineer District, House 1 Street 1, West Wazir Akbar Khan, (behind Amani High School), Kabul, Afghanistan.**
- (c) Transportation facilities. It shall be the responsibility of the Contractor to make his own investigation of available roads for transportation, of load limits of bridges on the roads, and of other road conditions, which may effect transportation of materials, equipment, and personnel to the site of the work.**

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

Border Police Battalion HQ, Qal e-ye Kah

01060-118

Qal e-ye Kah, Afghanistan

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

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(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
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(End of clause)

ECONOMIC SURVEILLANCE

Border Police Battalion HQ, Qal e-ye Kah

01060-121

Qal e-ye Kah, Afghanistan

Economic Surveillance Contract Language

Contractor shall report average pay rates and employment levels, for both domestic and international employees monthly. The information will be reported by labor category (as specified by USACE) and be specific to each active work site. In addition the contractor shall report monthly non-labor contract spending for domestic and international contract expenses. This information will be reported by category (as specified by USACE) and will be specific to each active work site.

INSURANCE

52.000-4105 WORKERS COMPENASTION INSURACNE (DEFENSE BASE ACT) - CONSTRUCTION (NOV 2005)

- (a) This clause supplements FAR Clause 52.228-3
- (b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and the USACE DBA insurance carrier unless the contractor has a DBA self-insurance program approved by the Department of Labor. The contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award. The current rate under the USACE contract is \$8.50 per \$100 of compensation for construction.
- (c) The contractor agrees to insert a clause substantially the same as the one in all subcontracts to which DBA is applicable. Subcontractors shall be required to insert a similar clause in any of their subcontracts subject to the DBA.
- (d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly.

52.000-4106 DEFENSE BASE ACT INSURANCE RATES – LIMITATION FIXED-PRICE (NOV 2005)

- (e) The U.S. Army Corps of Engineers (USACE) has entered into a contract with an insurance carrier to provide all Defense Base Act (DBA) insurance to USACE contractors at a contracted rate under the OSD/USACE Centrally-Managed Pilot DBA Insurance Program. The rates for this insurance are as follows:

Services @ \$5.00 per \$100 of compensation; or

Construction @ \$8.50 per \$100 of compensation.

- (f) Bidders/Offerors should compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance and the cost of DBA totals in the spaces provided for the base period and whatever extension there may be thereafter, if applicable

- (1) Compensation of Covered Employees: _____
- (2) Defense Base Act Insurance Costs: _____
- (3) Total Cost: _____

- (g) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract

CNA Insurance – Contractor – Insurance Carrier

- Roger Ellickson (312) 822-4395 Roger.ellickson@cna.com

The Continental Insurance Co.
Roger Ellickson
DBA CNA Insurance
333 S. Wabash Avenue
Chicago, IL 60685-1809

• **Rutherford International – Insurance Broker**

- James Walczak (703) 813-6544 jim.walczak@rutherford.com

Rutherford International
James Walczak
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

SCOPE OF WORK 1010

**Section 01010
SOW
Qal e-ye Kah
Border Police Battalion Headquarters**

1. GENERAL

1.1 This project consists of the design and construction of facilities to support Border Police Battalion Headquarters at Qal e-ye Kah. This project is defined as the design, material, labor, and equipment to construct and/or refurbish all utilities, roads, buildings, force protection measures, site security, de-mining activities, and other features as referenced herein.

The work shall include the preparation of design documents and the subsequent construction of the facilities described within this Request for Proposal. The facility shall include structures as shown on drawings herein, specifications, and contain all necessary utilities for operation of such. The facility and utility design should allow for future expansion. These facilities shall be designed and constructed in accordance with current Afghan Design Standards, building codes, safety and security standards, and applicable local standards. A partial listing of references is included within the Request for Proposal.

1.2 Work shall be executed in accordance with the Technical Requirements in Section 01015. All requirements set forth in the Scope of Work, but not

included in the Technical Requirements, shall be considered as set forth in both, and vice versa.

1.3 Period of Performance: All work under this Task Order shall be completed within 420 calendar days after Award. Liquidated damages of \$1499.97 for every calendar day beyond the contract completion date, may be assessed and charged to the contractor.

The Border Police Battalion Headquarters consists of a Battalion staff and an embedded company. The location for the battalion headquarters site is as follows:

Location	Province	Latitude	Longitude
Qal e-ye Kah	Farah	32° 20' 25"	061° 27' 22"

2. GENERAL REQUIREMENTS FOR THE POLICE PROGRAM

The following listing provides the requirement for ANP Border Battalion Police facilities identified under this Contract. Specific details are contained in Section 01015.

3. WORK ITEMS IN SUPPORT OF THE POLICE PROGRAM

All standard construction amenities and details such as heating, lighting, site drainage, utility connections, etc. shall be implied as a design and construction requirement. Drawings referenced are contained in Section 01015. Concrete walkways are required at for all buildings, facilities, and features. Heating and cooling should be provided in the most cost-effective and maintenance-free means available, in all buildings, including the guard shacks/towers. (This is generally meant to be multi-speed ceiling fans and wood heaters, supplemented with electric space heaters where space does not permit installation of wood heaters, such as small guard shacks.) The wood heaters shall be installed in accordance with the National Fire Protection Association (NFPA). *** Split Pack Air Conditioning, in addition to ceiling fans, should provided for the Communications Rooms***.

3.1. PERIMETER FORCE PROTECTION SECURITY

Provide perimeter force protection security for the developing site. Perimeter security shall prevent unauthorized site access and provide safety protection to the contractor work force and government oversight personnel for the duration of the project.

3.2. SURVEYS AND MASTER PLANNING

For each location, the contractor shall perform a geotechnical investigation as defined in Section 01015; perform site topographic survey with contour interval of 0.5m; prepare site Master Plan; and a complete landscaping and site Drainage Plan with existing grades, proposed grades and building finished floor elevations, based on the drawings contained in the Request for Proposal. The development of the master plan will include participation in a planning charette that will be conducted at the Qalaa House in Kabul. The charette shall be scheduled by the Government within one week of contract award. A (35%) design and Master Plan review shall be conducted with the contractor 35 days after Notice to Proceed.

3.3. DE-MINING ACTIVITIES

The contractor shall search, identify and clear all mines and unexploded ordnances (UXO's) from the entire site. The contractor shall provide the government a letter indicating that the site is clear of mines and UXO's and is available for construction operations to proceed. All mine and UXO clearing shall be done in accordance with the International Mine Action Standards (IMAS) and clearance shall be accomplished to the anticipated foundation depth. These standards can be found at <http://www.mineactionstandards.org>. Work will not commence in any area that has not been cleared. For any and all areas on or around the site, it is the responsibility of the Contractor to be aware of the risk of encountering mines and UXO's 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 and resulting from any Contractor action hereunder. In any case the Contractor shall be responsible for identifying all mines and UXO's within the entire site. Once the mines and UXO's are identified, the Contractor shall place them in a location in accordance with IMAS. This work shall proceed in phases, concurrently with other construction efforts as determined by the contractor. If a UXO/mine is encountered after site clearance and during project construction, UXO/mine disposal shall be handled in accordance with Section 01015 Technical Requirements.

3.4. DEMOLITION AND GRADING

As applicable, the contractor shall perform demolition at the site as required prior to commencement of new work. The contractor shall remove and dispose of all debris, concrete, and foundations. Contractor shall verify location of debris disposal with Contracting Officer. Perform complete final site grading and installation of all remaining required drainage structures per the Drainage Plan that will be prepared as part of this scope. The contractor shall be responsible for the final site grading and drainage required for the base work items and any optional items that are awarded and that the final site grading and drainage shall be in accordance with the entire site grading and drainage plan.

3.5. WATER SYSTEM

Design and construct a water system to include development of a raw water source and water distribution system to serve the entire compound with adequate pressure (40 psi). The water consumption will be assumed 155 liters per day per person for total of 100 persons.

3.6. SEPTIC SEWER

Design and construct a sanitary sewer system to include a system sized for the entire compound (specified the above) and sewer piping with manholes and cleanouts to serve the entire compound. Provide a concrete underground holding tank to hold 7 days sewage. The new holding tank shall be underground and shall be located near the facility.

3.7. PRIME POWER PLANT & SITE POWER DISTRIBUTION SYSTEM:

Design and construct a power source for the compound. The contractor shall connect to local power if available. If reliable 24/7 hour local power is not available, the contractor shall provide an on-site Prime Power Plant and back-up. In all cases, the contractor will provide back-up generator power. The contractor shall include one spare generator and enough fuel storage capacity for 30 days.

- 1) PRIME POWER PLANT:

Contractor, under this Contract and in accordance with the Contractor's final design, shall construct the Power Plant, to include, prime power generators and switchgear, etc. necessary to meet electric demand loads for all facilities for each location. Number of generating units shall be based on N+1 principal. Where 'N' would represent number of units required to meet initial demand loads plus 20% spare capacity and '+1' would represent a spare generator available at all times. Refer to Section 01015 for specific power plant details.

2) Bulk Fuel Storage: The Contractor shall provide fuel storage tanks that can accommodate a 30 day fuel supply based on the generators operating at 100% load. The Contractor shall provide a full supply of fuel (i.e., completely filled tanks) at time of turnover to the Government. Tanks shall be located at a safe distance from the other buildings in the installation. Fuel tanks will include a secondary containment system.

3) SITE SECONDARY POWER DISTRIBUTION SYSTEM:
Contractor, under this Contract and in accordance with the Contractor's final design, shall construct Site Secondary Power Distribution System necessary to service all facilities at the site.

3.8. FORCE PROTECTION MEASURES

The buildings shall be protected by a wall that surrounds the 250m X 250m footprint of the compound. The wall shall be at least 2.5 m high with extended arms and concertina wire, of at least 0.6 diameter, on top of it. The contractor shall construct walls with masonry or native stone when available. The wall shall contain lighting to light the outside perimeter of the wall. Guard towers shall be constructed at all 4 site corners. Fragmentation film shall be placed over the guard tower windows. Guard tower structures shall include exterior perimeter catwalk to allow for all-around visibility. Entry Control Point (ECP) will include a manually operated, sliding steel gate (5 m opening), and personnel entry door. ECP will also include a vehicle drop arm barrier and strategically placed vehicle barriers to prevent high speed vehicle entry into compound. Design vehicle for ECP is fuel delivery/septic sewage truck typical for region of project site. Design and construct a small guard shack at the outside of the compound at the entry point to shield the entry guard from the elements; this guard shack requires electrical outlets for a portable electric heater.

3.9. DINING FACILITY, TRASH POINT, AND STORAGE YARD

The contractor shall design and construct a Dining Facility suitable for 100 people at one seating. This facility should provide cafeteria-style feeding of short order and regular style meals. Spaces include dining areas and kitchen facilities outfitted with wood-burning cooking stoves, in accordance with local practices. The following notes shall be incorporated into the DFAC design:

3.9.1. The wood-burning, built in stoves shall have doors on the outside of the building (not in the kitchen) for removing ash. Flumes shall be constructed to remove smoke to outside environment. The flumes shall have a built in clean out. The top surface of the wood burning built-in stove cooking area shall not be tile (tile cracks as the large cooking kettles are moved around on the surface area).

3.9.2. Install a canopy over the exterior area adjacent to the stoves to provide an area protected from the weather for storing wood for the stoves. Canopy shall be sized to cover the area adjacent to all of the stoves.

3.9.3. The ventilation system shall be capable of preventing smoke generated by wood burning stoves from migrating into the dining area.

- 3.9.4. Floor drains shall be incorporated into the dining area with the floor sloped to drain.
- 3.9.5. Trench type floor drains shall be installed in the kitchen cooking area and dishwashing area.
- 3.9.6. Hand wash stations in the entry vestibule shall be provided. Trough type sinks shall be used.
- 3.9.7. Install a large washbasin designed for washing very large pots with a low rim height.
- 3.9.8. Contractor shall provide space and electrical outlets for future installation of refrigerators/freezers.
- 3.9.9. Install wood-burning stoves to provide heat throughout the dining area, complete with exhaust stacks to ventilate smoke to the outside environment.
- 3.9.10. Fire protection is to be provided by fire extinguishers at easily accessible locations.

3.10. BARRACKS

Barracks space should be provided for each of the 100 personnel assigned. This building should be open bay with no more than 30 percent of the beds located in private or semi-private rooms. Concrete sidewalks shall be provided. The following notes shall be incorporated into the barracks design:

- 3.10.1. Ceiling fans shall be designed for summer ventilation.
- 3.10.2. Clotheslines shall be installed behind each barracks approximately 5 meters in length with 4 lines across spaced 41 cm apart and of sufficient strength to prevent sagging when all of the lines are loaded.
- 3.10.3. Concrete stoops shall be provided at all exterior doors.
- 3.10.4. Wood stoves shall be utilized to provide heat.
- 3.10.5. Provide minimum two exit doors in proper locations.
- 3.10.6. Building should be sited to minimize distance to Toilet, Laundry and Shower building.

3.11. TOILET, SHOWER, LAUNDRY BUILDING

The Contractor shall design and construct a Toilet, Shower, and Laundry Building. Toilets, showers, ablution stations, and sinks shall be provided at a 1:20 ratio based on a population of 100. The contractor shall furnish portable latrine units for the employees during the construction. The Facility should be located downwind of the prevailing winds, as to move the odor away from, rather than through, the rest of the compound.

- 3.11.1. Wood stoves shall be utilized to provide heat in the facility. The wood stoves shall be installed in accordance with local standards, complete with exhaust stacks to ventilate smoke to the outside environment.
- 3.11.2. Electric hot water heaters shall be installed to provide hot water to the showers and sinks.
- 3.11.3. Shower stalls shall be large enough to allow room to dress and undress between an outer and inner shower curtain.

3.11.4. Showers shall contain a mixing valve for hot and cold water mixing. There shall be a showerhead mounted high on the wall and an additional spigot with a flexible spray hose mounted below the control valves. The showerhead and the spigot shall each have a valve so that flow can be diverted to each.

3.11.5. All toilets shall be eastern style with wall-mounted faucet. Toilets shall be pointed in the appropriate direction in relation to Mecca. Urinals are not required.

3.11.6. All sinks shall be trough type constructed of block and concrete with ceramic tile exterior and lining capable of withstanding abuse.

3.11.7. Building shall be constructed with exhaust fans to ventilate steam to the outside environment, and, where required, insulated piping to prevent freezing of water pipes in winter.

3.11.8. Facility shall be sited to minimize distance from all Barracks.

3.12. ADMINISTRATION BUILDING

This facility should contain office space for the battalion staff. The Arms Room, Communications Room and Holding Cells should also be located within this building. Office space allocations should be according to the following tables:

Rank	Office Type	SM
Senior rank	Private	20
High rank	Semi-private	10
Middle rank	Open bay	7.5

Department	Senior	High	Middle	Ordinary	Total
Battalion Staff	5	18	12	65	100

The figures given above are guidelines and can be tailored as necessary to facilitate design efficiencies. No office space is required for the Ordinary ranks. The Company staff and Battalion staff should be separated.

File rooms, storage area, restrooms and break areas are not included in the total areas and should be considered. Total square footage of the facility should not exceed 10 square meters per person assigned.

3.13. ARMS ROOM

This room should be windowless and have high-security steel doors. The size of this section should be large enough to securely store long-arm weapons for each person in both the battalion and company. It can also be used to securely store evidence and confiscated money or narcotics.

3.14. HOLDING CELLS

One windowless room large enough to securely hold 4 persons and one 5 square meter segregation cell. The segregation cell should be located so physical contact with non-segregated inmates is impossible and to minimize the possibility of escape and self-inflicted injury.

3.15. COMMUNICATIONS ROOM

The Operations and Communications section coordinates actions during Battalion police situations. It manages the deployment and work of staff within its field of responsibility. It should be able to support the assigned communication equipment and be able to securely store classified material. The room shall be at least 20 square meters. This room should be located within the administration building and close to the battalion offices. Provide split packs for heating and cooling.

3.16. VEHICLE RE-FUELING POINT

The Contractor shall design and construct a Vehicle Re-fueling Point, capable of storing 1000 gallons each of both diesel and MOGAS. Capability for fuel delivery shall be made at two locations: unloading from outside the fence line and directly into the fuel tanks. The outside re-fueling point shall be lockable and secured from tampering, and sabotage.

3.17. TWO-BAY MAINTENANCE GARAGE

The Contractor shall design and construct a Two-Bay Maintenance Garage. The maintenance garage shall have the capability for servicing two SUV-type sized vehicles in drive through bays. One bay shall have a lift installed. A 9.0m wide flexible pavement area shall be provided directly outside of the maintenance bay doors on both sides of the building if applicable.

3.18. MOTOR POOL

The Contractor shall design and construct a Motor Pool Area for 20 vehicles required and as detailed in Section 01015. Mountable Curbs shall be provided.

3.19. ROAD NETWORK AND PAVEMENT

The contractor shall design and construct the entire road network within the compound. Road construction shall include the installation of all required drainage structures. Place crushed stone (30 mm maximum size) all over the area of the site, wherever roads, sidewalks, and other paved areas are not provided. Sidewalks shall be provided to connect parking areas with buildings and adjoining buildings where foot traffic is anticipated. Sidewalks shall be constructed of Portland cement concrete and be at least 1.2 meters wide.

3.20. SPARE PARTS

Contractor shall provide a six (6) months supply of all spare parts for all facilities and all systems as recommended by the various manufacturer's instructions. Prior to purchase the contractor shall forward the lists of spare parts with pricing, by vendor to the Government for approval.

3.21. FOUNDATION DESIGN

Foundations, including sub-grade, shall be designed and constructed based on recommendations from geotechnical investigation required herein.

3.22. STORAGE BUILDING

A new storage building, of at least 110 square meters, with four separate lockable storage rooms for Brigade equipment.

4. ADDITIONAL SITE SPECIFIC REQUIREMENTS AND CONDITIONS

4.1. Qal e-ye Kah

The site is made up of flat land with old mud type buildings on it. Demolish all existing structures and grade flat. The Demo will consist of

approximately 15,000 square feet of mud hut style buildings and approximately 1,000 meters of 10 feet tall perimeter walls. Roads to the site are very rough. Travel is possible by any vehicle traveling at low speeds. Site is 300 kilometers from Herat. This lot has no known land use issues and is easily expandable. Included below are pictures of some existing structures and surrounding area.





Border Police Battalion HQ, Qal e-ye Kah

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Qal e-ye Kah, Afghanistan



Border Police Battalion HQ, Qal e-ye Kah

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Qal e-ye Kah, Afghanistan



Border Police Battalion HQ, Qal e-ye Kah

01060-133

Qal e-ye Kah, Afghanistan



-End of Section-

“All requirements set forth in the Scope of Work, but not included in the Technical Requirements, shall be considered as set forth in both, and vice versa”.

TECH RQMTS 1015

SECTION 01015

TECHNICAL REQUIREMENTS

1. GENERAL

1.1 The Contractor's design and construction must 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.

1.2 These design and product requirements are minimum requirements. The Contractor is encouraged to propose alternate design or products (equipment and material) that are more commonly used in the region; will be equally or more cost effective or allow for more timely completion, but furnish the same system durability, ease of maintenance and environmental compatibility. The Contractor will be required to submit information as requested by the Contracting Officer to make a comparison of the proposed alternate. All variations must be approved by the Contracting Officer.

1.3 ASBESTOS CONTAINING MATERIALS

Asbestos containing material (ACM) shall not be used in the design and construction of this project. If no
Border Police Battalion HQ, Qal e-ye Kah

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other material is available which will perform the required function or where the use of other material would be cost prohibitive, a waiver for the use of asbestos containing materials must be obtained from the Contracting Officer.

1.4 SAFETY

1.4.1 Unexploded Ordnance (UXO)

It is the responsibility of the Contractor to be aware of the risk of encountering UXO and to take all actions necessary to assure a safe work area to perform the requirements of this contract. 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 mitigate any delays to scheduled or unscheduled contract work. The 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.

1.4.1.2 Explosives Safety

1.4.1.2.1 General Safety Considerations

General safety considerations applicable to personnel, both essential and non-essential, at project sites where UXO may be encountered include:

- a. Do not carry fire or spark-producing devices.
- b. Do not conduct explosive or explosive-related operations without approved procedures and proper supervision and UXO safety support.
- c. Do not become careless by reason of familiarity with UXO or the reported probability level of UXO contamination.
- d. Do not conduct explosive or potentially explosive operations during inclement weather.
- e. Avoid contact with UXO except during UXO clearance operations.
- f. Conduct UXO-related operations during daylight hours only.
- g. Employ the "buddy system" at all times.

1.4.1.2.2 Activity Hazard Analysis (AHA) Briefings

- a. Activity Hazard Analysis's shall be prepared in accordance with the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.
- b. Hazard analyses will be prepared and briefed by personnel that are knowledgeable in UXO and explosives safety standards and requirements. These personnel should understand the specific operational requirement and hazard analysis methodologies. A hazard analysis will be performed for each activity to determine the significance of any potential explosive-related hazards. Explosive residues may be discovered or exposed during UXO operations in the form of powder or various granular and powder based pellets. These contaminants can enter the body through the skin or by ingestion if proper personal hygiene practices are not followed. Explosive fillers such as white phosphorus are dangerously

reactive in air and acute exposure can result in serious injury to the skin, eyes, and mucous membranes. They are also a fire hazard.

Safety requirements (or alternatives) that will either eliminate the identified hazards, mitigate or control them to reduce the associated risks to an acceptable level will be developed. The adequacy of the operational and support procedures that will be implemented to eliminate, control, or abate identified hazards or risks will then be evaluated and a second risk assessment completed to verify that a satisfactory safety level has been achieved.

1.4.1.3 Notification of Noncompliance

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim for extension of time or for excess costs or damages.

1.4 LIMITATION OF WORKING SPACE

The Contractor shall, except where required for service connections or other special reasons, confine his operations strictly within the boundaries of the site. Workmen will not be permitted to trespass on adjoining property. Any operations or use of space outside the boundaries of the site shall be by arrangement with all interested parties. It must be emphasized that the Contractor must take all practical steps to prevent his workmen from entering adjoining property and in the event of trespass occurring the Contractor will be held entirely responsible.

Areas located immediately within and outside the construction area are known to contain mines and unexploded ordinance (UXO). Contractors assume all risks when venturing in or out of the designated work area.

1.5 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.

1.6 SUBCONTRACTORS

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

1.7 List of Codes and Technical Criteria:

The following codes and technical criteria and those referenced therein shall be required for this project. **References within each reference below shall be required and adhered to.** This list is not exhaustive and is not necessarily complete.

AABC - Associated Air Balance Council (National Standards for total System Balance)
Air Force Manual 32-1071, Security Engineering, volumes 1-4, 1 May 1994

American Water Works Association, ANSI/AWWA C651-99 standard

ARI - Air Conditioning and Refrigeration Institute
Army TM 5-853-1, Security Engineering, vols. 1 through 4, 12 May 1994

ASCE 7-02, Minimum Design Loads for Buildings and Other Structures, 2002

ASHRAE - American Society of Heating, Refrigeration and Air-Conditioning Engineers
ASME - American Society for Mechanical Engineering
ASTM - American Society for Testing and Materials
AWS - American Welding Society
EIA ANSI/TIA/EIA-607: (1994) Commercial Building Grounding/Bonding Requirement Standard.
Factory Mutual (FM) Approval Guide-Fire Protection (2002).
IBC - International Building Code (and its referenced codes including those inset below)
 IMC – International Mechanical Code
 IPC – International Plumbing Code
Lighting Handbook, IESNA, latest edition
Codes and Standards of the National Fire Protection Association (NFPA)
[as applicable and enacted in 2003, unless otherwise noted].

NFPA 10, Portable Fire Extinguishers, 2002 edition

NFPA 70, National Electrical Code, 2002 edition

NFPA 72, National Fire Alarm Code, 2002 edition
NFPA 90A, Air Conditioning and Ventilating Systems, 2002 edition

NFPA 101, Life Safety Code, 2003 edition

SMACNA - Sheet Metal and Air Conditioning Contractors' National Association

International Mine Action Standards, latest edition; see
<http://www.mineactionstandards.org> for copy of standards.

UFC 1-200-01, Design: General Building Requirements, 31 July 2002

UFC 3-240-03, Operation and Maintenance: Wastewater Treatment System
Augmenting Handbook

UFC 3-600-01, Design: Fire Protection Engineering for Facilities, 16 January 2004

UFC 4-010-01, Design: Minimum DoD Antiterrorism Standards for Buildings, 8 Oct 2003
UFC 4-010-02, DoD Minimum Antiterrorism Standoff Distances for Buildings, 8 Oct 2003
Underwriters' Laboratories (UL) Fire Protection Equipment Directory (2002).
USCINCCENT OPOD 97-1

The publications to be taken into consideration shall be those of the most recent editions. Standards other than those mentioned above may be accepted if the standards chosen are internationally recognized and meet the minimum requirements of the specified standards. The Contractor shall be prepared to submit proof of this if requested by the Contracting Officer.

2. SITE DEVELOPMENT:

2.1 GENERAL

The project includes furnishing all materials, equipment and labor for constructing water, sanitary sewer and storm sewer service lines, as applicable, and connecting to the existing sewer networks.

2.2 ENVIRONMENTAL PROTECTION

2.2.1 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 and U.S. Government environmental regulations with the contracting officer prior to design and discharge of any liquid wastes into natural streams or manmade channels.

2.2.2 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 satisfactory 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.

2.2.3 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.

2.2.4 Disposal

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

2.3 CIVIL SITE DEVELOPMENT WORK

The site plan shall show geometric design of the site, including applicable dimensions of all exterior facilities, mechanical equipment, pavements, utilities, etc. Required facilities are described in the following sections of this specification. All roads and areas where tractor-trailer vehicles will travel shall be designed for the worst case turning radius. Design and construction of roads and pavements shall be based on recommendations from geotechnical investigation required herein.

2.3.1 Grading and Drainage

The contractor will provide all necessary site grading to insure adequate drainage so that no areas will be flooded due to a rainfall of a 10-year frequency. Drainage of the area should be compatible with the existing terrain. All new facilities will be a minimum of 0.15 meters above finished grades.

2.3.2 Roads, Parking, and Site Grading

2.3.2.1 Roads

Gravel is required within the existing and newly constructed facility. The new construction site conditions are undeveloped land with gentle slopes, without substantial vegetation and with natural drainage channels of moderate size and spacing that are dry most of the time. All roads shall be of gravel surface 7.3 meters (24 feet) wide, unless otherwise noted, graded for proper drainage, provided with necessary drainage structures and completed with prescribed surfaces in accordance with applicable sections of TM 5-822-2 and TM 5-822-5 standards. The compound (cantonment area) roads sections shall have 150 mm compacted base course minimum.

2.3.2.2 Bridges and Site Grading Plan

Preliminary investigation indicates no need for bridges or major drainage structures. The Contractor shall notify the Contracting Officer immediately if initial site survey determines that area hydrology requires major drainage structures or bridges. The contractor shall design a site grading plan that provides positive drainage and minimizes the requirement for major structures in a cost effective manner.

2.3.2.3 Parking Areas

Within the compound, the Contractor shall construct parking and storage areas using aggregate surface. Subgrade shall be 150mm (6 inches) minimum in depth scarified and compacted to 95% proctor density. Aggregate base shall be 150mm (6 inches). Aggregate Base Course (ABC) material must be well graded, durable aggregate uniformly moistened and mechanically stabilized by compaction. Degree of compaction shall be expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557 or equivalent DIN, BS, or EN standards.

2.3.3 CIVIL UTILITIES

2.3.1.1 General

The design of the water and sanitary systems shall be sized to provide flow and discharge based on a fixture unit basis. The design drawings shall show all utility lines, line sizes, valves, manholes, disinfection systems, and applicable details associated with water and sanitary system designs. Specifications covering water lines, valves, pumps, controls, sanitary sewers and storm sewers shall be submitted as part of the design and shall require standard materials that are available in-country. Contractor shall install and connect exterior sanitary sewer collection and water supply piping to service connection points of each facility requiring such.

2.3.1.2 WATER

2.3.1.2.1 General

Infrastructure design and construction shall serve the demand. The Contractor shall install water distribution mains, branches, laterals, lines and service connections to include all pipe, valves, fittings and appurtenances. Exterior water line construction shall include service to all required buildings as described in the Scope of Work Section 01010. The required Average Daily Demand (ADD) approximation is derived from 155 liters per capita per day (lpcd) or 41 gallons per capita per day (gpcd). In the event potable or non-potable use water is required prior to completion of the water facilities infrastructure the Contractor may be issued a Request for Proposal to provide non-potable (tank truck) and potable (bottled or other reliable source) consumption. Provide a minimum of one (1) outside water hydrant (hose spigot) for any building or facility for which a water supply is provided for landscaping purposes.

2.3.1.2.2 Water Quality Sampling and Analysis

The Contractor shall perform water quality sampling and testing at the source. The Contractor shall utilize well-qualified and equipped testing capability in the project site area, if available. If professional testing services are not available in the area, the Contractor will submit an alternative practical testing source for approval. Raw water quality criteria for Water Quality and Criteria Standards, and shall address the following: PH, turbidity, conductivity, oxidation reduction potential, total dissolved solids, color, odor, total coliform/fecal coliform (bacteria) an indicator of the presence of E. coli. These baseline parameters are a partial list as presented in TM5-813-3/AFM 88-10 APPENDIX A.

2.3.1.2.3 Well House

The Contractor shall install a new well. At new wells or springs, construct a permanent well house with
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Qal e-ye Kah, Afghanistan

concrete slab floor. The floor of the well house shall slope away from the casing approximately 2 cm per 30 cm (1/8" per foot). Floor of well house shall be above flood plain. The well house design should be such that the well pump, motor and drop pipe could be removed readily. The well house shall protect valves and pumping equipment plus provide freeze protection for the pump discharge piping beyond the check valve. The well house shall be insulated and a heating unit installed. The well shall be protected from unauthorized use by a security fence with lockable gate and steel door. Provide outriggers, barbed wire and concertina wire on fence and gate.

2.3.1.2.4 Raw Water Disinfection

Contractor shall perform disinfection of the well water in accordance with AWWA A 100 or equivalent. Bacteriological samples shall be collected and examined in accordance with Standard Methods for the Examination of Water and Wastewater by a qualified lab as approved by the Contracting Officer.

2.3.1.2.5 Service Booster Pumps (Direct Pressure System Pending Engineering Site Investigation)

Contractor shall provide a booster pump station with end suction or split case double suction horizontal split case (frame mounted) centrifugal pumps arranged in parallel for pumping water storage into the main distribution system. The pumps and controls shall be designed to supply and maintain acceptable system pressure throughout the distribution network given the full range of flow conditions (low flow to peak). For conditions of low demand and to prevent short cycling of primary pumps, provide a low demand jockey pump with capacity of one-third (1/3) of the Average Daily Demand (ADD). Each booster pump, two (2), shall be capable of delivering 2 times (2x) the **ADD**. Provide suitable expansion tank. The suction side of the service booster pumps shall have an eccentric reducer and gate valve installed. The discharge side shall have a gate valve, check valve (between the pump and the gate valve and concentric reducer, pressure gage and air relief valve.

2.3.1.2.6 Water Storage Tank

Contractor shall provide a storage tank (GST) to be located on the ground surface. Volume of the GST shall be a minimum storage volume of a full days demand. The Contractor shall verify storage volume requirements based on final design population. The storage facility shall be located above drainage areas and locations subject to flooding as approved by the Contracting Officer. The storage facility shall be located on the higher elevations of the site to promote gravity flow and reduce pumping requirements. Overflow and air vents shall be screened so that birds, rodents and debris cannot enter the reservoir.

2.3.1.3 WATER DISTRIBUTION SYSTEM

2.3.1.3.1 General

The Contractor shall provide a water distribution system described as follows: Pipe diameters used in the network shall be 300mm (12 inch), 250mm (10 inch), 200mm (8 inch), 150mm (6 inch) and 100mm (4 inch), as calculated, using ductile iron (DI) conforming to AWWA C151, installed in accordance with C 600 or polyvinyl chloride (PVC) as per ASTM D 1784 and 1785. All pipes and joints shall be capable of at least 1.03 Mpa (150 psi) and 1.38 (200psi) hydrostatic test pressure unless otherwise specified. Pipes should be adequate to carry the maximum quantity of water at acceptable velocities 0.9 to 1.5m/sec (3 to

5 ft/sec) at maximum flows not to exceed 2.8m/sec (9.2ft/sec) with working pressures of 240kPa (35psi) to 350kPa (50psi). Minimum pressure is 140kPa (20psi) to all points of the distribution system and maximum pressure of 690kPa (75psi). If high pressures (greater than 690kPa) cannot be avoided, pressure-reducing valves shall be used. Water service connections to buildings shall vary from 19mm, 25mm or 38mm to 75mm, as calculated, depending on the usage requirement. Pipe service connections from the distribution main to the building shall be either Polyvinyl Chloride (PVC) plastic Schedule 80 ASTM D 1785 or copper tubing conforming to ASTM B 88M, Type K, annealed. After choosing piping material type, use similar piping materials for all buildings for efficiency of future maintenance activities. The distribution network shall be laid out in a combination grid and looped pattern with dead ends not exceeding 30m (99 feet). Dead end sections shall not be less than 150mm (6 inch) diameter and shall either have blow off valves or fire hydrants (flushing valves) installed for periodic flushing of the line. Any pipe with a fire hydrant on the line shall be at least 150mm (6 inch) in diameter. Water supply distribution shall connect to a building service at a point approximately 1.5m (5 feet) outside the building or structure to which the service is required. Adequate cover must be provided for frost protection. A minimum cover of 800mm (2'-8") is required to protect the water distribution system against freezing. Water lines less than 1.25 meters (4 feet) deep under road crossings shall have a reinforced concrete cover of at least 150 mm (6 inch) thickness around the pipe.

2.3.1.3.2 Pipe

The Contractor shall provide pipe of adequate strength, durability and be corrosion resistant with no adverse effect on water quality. The exterior surface of the pipe must be corrosion resistant. If the pipe is installed underground pipe shall be encased with polyethylene in accordance with AWWA C105. Water distribution pipe material shall be PVC or Ductile Iron (DI). Ductile iron pipe shall conform to AWWA C104, etal. DI fittings shall be suitable for 1.03MPa (150psi) pressure unless otherwise specified. Fittings for mechanical joint pipe shall conform to AWWA C110. Fittings for use with push-on joint pipe shall conform to AWWA C110 and C111. Fittings and specials shall be cement mortar lined (standard thickness) in accordance with C104. Polyvinyl Chloride (PVC) pipe shall conform to ASTM D 1785. Plastic pipe coupling and fittings shall be manufactured of material conforming to ASTM D 1784, Class 12454B. PVC screw joint shall be in accordance with ASTM D 1785, etal, Schedules 40, 80 and 120. PVC pipe couplings and fittings shall be manufactured of material conforming to ASTM D 1784, Class 12454B. Pipe less than 80mm (3 inch) , screw joint, shall conform to dimensional requirements of ASTM D schedule 80. Elastomeric gasket-joint, shall conform to dimensional requirements of ASTM D 1785 Schedule 40, All pipe and joints shall be capable of 1.03 Mpa (150psi) working pressure and 1.38 Mpa (200psi) hydrostatic test pressure.

2.3.1.3.3 Hydrostatic, Leakage and Disinfection Tests

The Contracting Officer will be notified not less than 48 hours in advance of any water piping test and will be given full access for monitoring testing procedures and results. Where any section of water line is provided with concrete thrust blocking for fittings or hydrants tests shall not be made until at least 5 days after installation of the concrete thrust blocking, unless otherwise approved.

2.3.1.3.4 Pressure Test

After the pipe is laid, the joints completed, and the trench partially backfilled leaving the joints exposed for examination, the newly laid piping or any valved section of piping shall, unless otherwise specified, be subjected for 1 hour to a hydrostatic pressure test of 1.03 MPa (150 psi). Each valve shall be opened and closed several times during the test. Exposed pipe, joints, fittings, hydrants and valves shall be carefully examined during the partially opened trench test. Joints showing visible leakage shall be replaced or

remade as necessary. Cracked or defective pipe, joints, fittings, hydrants and valves discovered following this pressure test shall be removed and replaced and retested until the test results are satisfactory.

2.3.1.3.5 Leakage Test

Leakage test shall be conducted after the pressure tests have been satisfactorily completed. The duration of each leakage test shall be at least 2 hours and during the test the water line shall be subjected to not less than 1.03 MPa (150psi). Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved or approved section, necessary to maintain pressure to within 34.5kPa (5 psi) of the specified leakage test pressure after the pipe has been filled with water and the air expelled. Pipe installation will not be accepted if leakage exceeds the allowable leakage, which is determined by the following formula:

$L = 0.0001351ND (P \text{ raised to } 0.5 \text{ power})$
L = Allowable leakage in gallons per hour
N = Number of joints in the length of pipeline tested
D = Nominal diameter of the pipe in inches
P = Average test pressure during the leakage test, in psi gauge

Should any test of pipe disclose leakage greater than that calculated by the above formula, the defective joints shall be located and repaired until the leakage is within the specified allowance, without additional cost to the government.

2.3.1.3.6 Bacteriological Disinfection

2.3.1.3.6.1 Disinfection Procedure

Before acceptance of potable water operation, each unit of completed waterline shall be disinfected as prescribed by AWWA C651. After pressure tests have been completed, the unit to be disinfected shall be thoroughly flushed with water until all entrained dirt and mud have been removed before introducing the chlorinating material. Flushing will be performed in a manner and sequence that will prevent recontamination of pipe that has previously been disinfected. The chlorinating material shall be liquid chlorine, calcium hypochlorite, or sodium hypochlorite. The chlorinating material shall provide a dosage of not less than 50 ppm and shall be introduced into the water lines in an approved manner. Polyvinyl Chloride (PVC) pipelines shall be chlorinated using only the above-specified chlorinating material in solution. The agent shall not be introduced into the line in a dry solid state. The treated water shall be retained in the pipe long enough to destroy all non-spore forming bacteria. Except where a shorter period is approved, the retention time shall be at least 24 hours and shall produce not less than 25 ppm of free chlorine residual throughout the line at the end of the retention period. Valves on the lines being disinfected shall be opened and closed several times during the contact period. The line shall then be flushed with clean water until the residual chlorine is reduced to less than 1.0 ppm. During the flushing period, each fire hydrant on the line shall be opened and closed several times.

2.3.1.3.6.2 Sampling

For each building connected to the water system, personnel from the Contractor's commercial laboratory shall take at least 3 water samples from different points, approved by the Contracting Officer, in proper sterilized containers and perform a bacterial examination in accordance with approved methods. The commercial laboratory shall be verified to be qualified by the appropriate authority for examination of potable water.

2.3.1.3.6.3 Acceptance Requirements

The disinfection shall be repeated until tests indicate the absence of pollution for at least 2 full days. The unit will not be accepted until satisfactory bacteriological results have been obtained.

2.3.1.3.7 Time for Making Tests

Except for joint material setting or where concrete thrust blocks necessitate a 5-day delay, pipeline jointed with rubber gaskets, mechanical or push-on joints, or couplings may be subjected to hydrostatic pressure, inspected and tested for leakage at any time after partial completion of backfill.

2.3.1.3.8 Concurrent Tests

The Contractor may elect to conduct the hydrostatic tests using either or both of the following procedures. Regardless of the sequence of tests employed, the results of pressure tests, leakage tests, and disinfection shall be recorded for submission and approval. Replacement, repair or retesting required shall be accomplished by the Contractor at no additional cost to the Government. a. Pressure test and leakage test may be conducted concurrently, b. Hydrostatic tests and disinfection may be conducted concurrently, using water treated for disinfection to accomplish the hydrostatic tests. If water is lost when treated for disinfection and air is admitted to the unit being tested, or if any repair procedure results in contamination of the unit, disinfection shall be re-accomplished.

2.3.1.3.9 Valves

Valves (Gate valves w/box) shall be placed at all pipe network tee and cross intersections and the number of valves shall be one less than the number of lines leading into and away from the intersection. For isolation purposes valves shall be spaced not to exceed 3600 mm (12 feet). Gate valves shall be in accordance with AWWA C 500 and/or C509. Butterfly valves (rubber seated) shall be in accordance with C504 etal. The valves and valve boxes shall be constructed to allow a normal valve key to be readily used to open or close the valve. Provide traffic-rated valve boxes. Provide concrete pad, 1 meter (3'-4") square, for all valve boxes.

2.3.1.3.10 Vacuum and Air Release Valves

Air release valves are required to evacuate air from the main high points in the line when it is filled with water, and to allow the discharge of air accumulated under pressure. Vacuum relief valves are needed to permit air to enter a line when it is being emptied of water or subjected to vacuum. Contractor shall submit manufacturer's data for properly sized combination air and vacuum release valves and determine their locations on the distribution system subject to review and approval of the Contracting Officer.

2.3.1.3.11 Blow-off valves

The Contractor shall provide 40-50mm (1-5/8" – 2") blow-off valves at ends of dead end mains. Valves should be installed at low points in the mains where the flushing water can be readily discharged to natural or manmade drainage ditches, swales or other.

2.3.1.3.12 Thrust Blocking

Contractor shall provide concrete thrust blocking at any point where the layout of the system changes the direction of the flow, increases the velocity, or decreases or stops the flow. At these points, the pipes and fittings must be anchored and kept from moving or pulling apart by the use of thrust blocks installed against undisturbed earth.

2.3.1.4 SANITARY SEWER

2.3.1.4.1 General

There are no functional or salvageable sanitary sewer collection, treatment or disposal facilities at this site. The Contractor shall obtain topographic information or other maps that show vegetation, drainage channels and other land surface features such as underground utilities and related structures that may influence the design and layout of the collection system. If maps are not available, or do not provide satisfactory information or sufficient detail of the site, field surveys shall be performed. Sanitary sewers less than 1.25 meters (4 feet) under road crossings shall have reinforced concrete cover at least 150 mm (6 inch) thick around the pipe.

Exterior sanitary sewer line construction shall include service to all required buildings as described in the Scope of Work Section 01010. Contractor shall design sanitary sewer collection system using approved field survey data and finished floor elevations. Main collection sewers will follow the most feasible route to the point of discharge. The sewer collection system shall be designed to accommodate the initial occupancy and a reasonable expansion capability. All sewers shall be located outside of the roadways as much as practical, and minimize the number of roadway crossings. To the extent practical, a sewer from one building shall not be constructed under another building, or remain in service where a building is subsequently constructed over it. Construction required shall include appurtenant structures and building sewers to points of connection with building drains 1.5m (5 feet) outside the building to which the sewer collection system is to be connected.

The Contractor shall use the following criteria where possible to provide a layout which is practical, economical and meets hydraulic requirements: 1) Follow slopes of natural topography, 2) avoid routing sewers through areas which require extensive restoration or underground demolition, 3) Avoid areas of high groundwater and placement of sewer below the groundwater table, 4) locate manholes at change in direction, size or slope of gravity sewers, 5) use straight sections between manholes, curved alignment shall not be permitted, 6) locate manholes at intersections of streets where possible, 7) avoid placing manholes where the tops will be submerged or subject to surface water inflow, 8) evaluate alternative sewer routes where applicable, 9) verify that final routing selected is the most cost effective alternative that meets service requirements. In the event that facilities to be provided under the contract must be occupied prior to completion of permanent wastewater infrastructure, the Contractor will be responsible for providing temporary portable shower and bathroom facilities.

2.3.1.4.2 Protection of Water Supplies

The Contractor shall ensure that the sewer design meets the following criteria:

2.3.1.4.2.1 Sanitary sewers shall be located no closer than 15m (50 feet) horizontally to water wells or

reservoirs to be used for potable water supply.

2.3.1.4.2.2 Sanitary sewers shall be no closer than 3m (10 feet) horizontally to potable water lines; where the bottom of the water pipe will be at least 300mm (12 inches) above the top of the sanitary sewer, horizontal spacing shall be a minimum of 1.8m (6 feet).

2.3.1.4.2.3 Sanitary sewers crossing above potable water lines shall be constructed of suitable pressure pipe or fully encased in concrete for a distance of 2.7m (9 feet) on each side of the crossing. Pressure pipe will be as required for force mains in accordance with local standards and shall have no joint closer than 1 meter (3 feet) horizontally to the crossing, unless the joint is encased in concrete.

2.3.1.4.3 Quantity of Wastewater

The Contractor shall verify the average daily flow considering both resident (full occupancy) and non-resident (8hr per day) population. The average daily flow will represent the total waste volume generated over a 24-hour period, and shall be based on the total population of the facility and usage rate of 41 gallons per capita day (water usage). The wastewater flow rate shall be calculated as approximately 80% of water usage rate. Design criteria guideline shall be based on an average influent wastewater characteristics as BOD of 400mg/l, SS of 400mg/l, BOD load of 750ppd, and SS load of 750ppd.

2.3.1.4.4 Gravity Sewer

Sanitary sewers shall be designed to flow at 90 to 95 percent full. Sanitary sewer velocities shall be designed to provide a minimum velocity of 0.6 meters per second (mps) or 2.0 feet per second (fps) at the ADD flow rate and a minimum velocity of 0.8 to 1.05 mps (2.5-3.5fps) at the peak diurnal flow rate. In no case shall the velocity drop below 0.3 mps, (1.0 fps) to prevent settlement of organic solids suspended in the wastewater. Pipe slopes shall be sufficient to provide the required minimum velocities and depths of cover on the pipe. Unless otherwise indicated (see Building Connections and Service Lines), gravity sewer pipe shall be installed in straight and true runs in between manholes with constant slope and direction. Adequate cover must be provided for frost protection. A minimum cover of 800 mm (2'-8") will be required to protect the sewer against freezing.

2.3.1.4.5 Manholes

The Contractor shall provide standard depth manholes (MH), (depth may vary) an inside dimension of 1.2 meters (4 feet). Manholes shall be made of cast-in-place reinforced concrete with reinforced concrete cover. Alternate precast manhole option shall taper to a 750 mm (30-inch) cast iron frame that provides a minimum clear opening of 600 mm (24 inches). In every case, the manholes, frames and covers shall be traffic rated, H-20 load rating. All manholes shall be provided with a concrete bench with a flow line trough, smoothly formed to guide waste flow to the outlet pipe from the inlet pipe(s). The top surface of the bench shall be above the crown of all pipes within the manhole. All surfaces of the bench shall be sloped smoothly toward the trough to guide flow, even under peak flow conditions.

2.3.1.4.5.1 Manhole Design Requirements

Manholes are required at junctions of gravity sewers and at each change in pipe direction, size or slope, except as noted hereinafter for building connections.

2.3.1.4.5.2 Spacing

The distance between manholes must not exceed 120 m (400 ft) in sewers of less than 460 mm (18 inches) in diameter. For sewers 460 mm (18 inches) and larger, and for outfalls from wastewater treatment facilities, a spacing of up to 180 m (600 ft) is allowed provided the velocity is sufficient to prevent the sedimentation of solids.

2.3.1.4.5.3 Pipe connections

The crown of the outlet pipe from a manhole shall be on line with or below the crown of the inlet pipe.

2.3.1.4.5.4 Pipe

Pipe shall conform to the respective specifications and other requirements as follows: Provide Polyvinyl Vinyl Chloride (PVC) conforming to ASTM D 3034, Type PSM with a maximum SDR of 35, size 380 mm (15inch) or less in diameter. PVC shall be certified as meeting the requirements of ASTM D 1784, cell Class 12454 B.

2.3.1.4.5.5 Fittings

Fittings shall be compatible with pipe supplied and shall have a strength not less than that of the pipe. Fittings shall conform to the respective specifications and requirements as follows: provide PVC fittings conforming to ASTM D 3034 for type PSM pipe.

2.3.1.4.5.6 Joints

Joints installation requirements shall comply with the manufacturers installation instructions. Flexible plastic pipe (PVC or high density polyethylene pipe) gasket joints shall conform to ASTM D3212.

2.3.1.4.5.7 Branch Connections

Branch connections shall be made by use of regular fittings or solvent-cemented saddles as approved. Saddles for PVC pipe shall conform to Table 4 of ASTM D 3034.

2.3.1.4.5.8 Frames and Covers

Frames and covers shall be cast iron, ductile iron or reinforced concrete, traffic rated in any case to an H-20 load rating. Cast iron frames and covers shall be traffic rated, circular with vent holes.

2.3.1.4.5.9 Steps for Manholes

Steps shall be cast iron, polyethylene coated, at least 15 mm (5/8 inch) thick, not less than 400mm (16 inches) in width, spaced 300 mm (12 inches) on center.

2.3.1.4.5.10 The minimum depth of cover over the pipe crown shall be 0.8 m (2'-8").

2.3.1.4.6 Building Connections and Service Lines

Building connections and service lines will be planned to eliminate as many bends as practical and provide convenience in rodding. Bends greater than 45 degrees made with one fitting should be avoided; combinations of elbows such as 45-45 or 30-60 degrees should be used with a cleanout provided. Connections to other sewers will be made directly to the pipe with standard fittings rather than through manholes. However, a manhole must be used if the connection is more than 31m from the building cleanout. Cleanouts shall be provided outside of the building. Service connection lines will be a minimum of 100 mm (4 inch) diameter and laid at a minimum 1% grade, but up to 2% as design parameters dictate. Service laterals shall be 150 mm (6 inch) and sloped to maintain the minimum velocity as described in paragraph "Gravity Sewer."

2.3.1.4.7 Cleanouts

Cleanouts must be installed on all sewer-building connections to provide a means for inserting cleaning rods into the underground pipe. Install manufactured wye fittings. In lieu of a wye fitting, an inspection chamber may be installed. The inspection chamber shall be of the same construction as a manhole. Preferably the cleanout will be of the same diameter as the building sewer, and never be smaller than 100 mm (4 inch).

2.3.1.4.8 Field Quality Control

2.3.1.4.8.1 Field Tests and Inspections

2.3.1.4.8.2 The Contracting Officer will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests and provide labor, equipment and incidentals required for testing.

2.3.1.4.8.3 Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a practically a full circle of light through the pipeline when viewed from the adjoining end of the line. When pressure piping is used in a non-pressure line for non-pressure use, test this piping as specified for non-pressure pipe.

2.3.1.4.8.4 Test lines for leakage by either infiltration tests or exfiltration tests. Prior to testing for leakage, backfill trench up to at least lower half of the pipe. When necessary to prevent pipeline movement during testing, place additional backfill around pipe to prevent movement during testing, but leaving joints uncovered to permit inspection. When leakage or pressure drop exceeds the allowable amount specified, make satisfactory correction and retest pipeline section in the same manner. Correct visible leaks regardless of leakage test results.

2.3.1.4.8.5 Infiltration tests and ex-filtration tests: Perform these tests for sewer lines made of specified material, not only concrete, in accordance with ASTM C 969M, ASTM C 969. Make calculations in accordance with the Appendix to ASTM C 969M, ASTM 969.

2.3.1.4.8.6 Low-pressure air tests: Perform tests as follows: 1) Concrete pipe: Test in accordance with ASTM C 924M, ASTM C 924. Allowable pressure drop shall be given in ASTM C 924M ASTM C 924. Make calculations in accordance with the Appendix to ASTM C 924M, ASTM C 924; 2) Ductile-iron pipe: Test in accordance with the applicable requirements of ASTM C 924M, ASTM C 924. Allowable pressure drop shall be as given in ASTM C 924M, ASTM C 924. Make calculations in accordance with the Appendix to ASTM C 924M, ASTM C 924; 3) PVC Plastic pipe: Test in accordance with applicable requirements of UBPPA UNI-B-6. Allowable pressure drop shall be as given in UBPPA UNI-B-6. Make calculations in accordance with the Appendix to UBPPA UNI-B-6.

2.3.1.4.8.7 Deflection Testing

Deflection testing will not be required however, field quality control shall ensure that all piping is installed in accordance with deflection requirements established by the manufacturer.

2.3.1.4.8.8 Septic Systems

Septic systems shall be designed and installed in accordance with UFC 3-240-03.

2.4.1.5 Storm Sewer Systems

Storm sewer system shall not be mixed with sanitary sewer system and shall be in accordance with UFC 3-240-03.

3. GENERAL BUILDING REQUIREMENTS

3.1 Life Safety / Fire Protection / Handicapped Accessibility

To the extent possible, all facilities will be designed in accordance with recognized industry standards for life safety and building egress. Fire extinguishers shall all be included as required. Due to the war contingency requirement, it is assumed that only able-bodied military and civilian personnel will use the facilities listed herein.

3.7 Antiterrorism/Force Protection

Force protection/anti-terrorism measures for this location shall be followed and incorporated into this project in accordance with the referenced DOD Regulations. Information regarding force protection may be found at www.tisp.org/files/pdf/dodstandards.pdf.

4. STRUCTURAL

4.1 GENERAL

The project consists of various structures. The new buildings shall be provided with a reinforced concrete slab foundation that is properly placed on suitable compacted ground area and shall be in accordance with the recommendations from the geotechnical investigation. The reinforced concrete foundation shall be designed by the Contractor.

4.2 DESIGN

Design shall be performed and design documents signed by a registered professional architect and/or engineer. Calculations shall be in (SI (metric) units of measurements. All components of the building shall be designed and constructed to support safely all loads without exceeding the allowable stress for the materials of construction in the structural members and connections.

4.3 DEAD AND LIVE LOADS

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Dead loads consist of the weight of all materials of construction incorporated in the buildings. Live loads used for design shall be in accordance with the American Society of Civil Engineers, ASCE STANDARD, and Minimum Design Loads for Buildings and Other Structures, ASCE 7, edition as referenced herein.

4.4 WIND LOADS

Wind loads shall be calculated in accordance with ASCE 7 using a "3-second gust" wind speed of 125 km/hr. All facilities shall be classified as a minimum of Category II in accordance with Table 1-1 in ASCE 7, referenced herein.

4.5 SEISMIC

The building and all parts thereof shall be designed for the seismic requirements as defined by the International Building Code referenced herein. Site-specific data: Spectral ordinates $SS=1.65g$ and $S1=0.75g$. Soil profile, Site Class D.

4.6 STRUCTURAL CONCRETE

Concrete structural elements shall be designed and constructed in accordance with the provisions of the American Concrete Institute, Building Code Requirements for Structural Concrete, ACI 318, latest edition. A minimum cylinder compressive strength of 3000 psi (21 mPa) shall be used for design and construction of all concrete. Reinforcing steel shall be deformed bars conforming to American Society for Testing and Materials (ASTM) publication ASTM A 615, Deformed and Plain Billet-Steel Bars for Concrete Reinforcement. Concrete at or below grade shall have maximum water-cement ratio of 0.40. No concrete shall be placed when the ambient air temperature exceeds 32 degrees C (90 degrees F) unless an appropriate chemical retardant is used. In all cases when concrete is placed at 32 degrees C (90 degrees F) or hotter it shall be covered and kept continuously wet for a minimum of 48 hours. Concrete members at or below grade shall have a minimum concrete cover over reinforcement of 3" (75 millimeters).

4.7 MASONRY

Masonry shall be designed and constructed in accordance with the provisions of Building Code Requirements for Masonry Structures, ACI 530/ASCE 5/TMS 402, latest editions. Mortar shall be Type S and conform to ASTM C 270, latest edition. Masonry shall not be used below grade, unless for fully reinforced and grouted foundation stem walls.

4.8 STRUCTURAL STEEL

Structural steel shall be designed and constructed in accordance with the provisions of American Institute of Steel Construction (AISC), Specifications for Structural Steel Buildings, 9th Edition. Design of cold-formed steel structural members shall be in accordance with the provisions of American Iron and Steel Institute (AISI), Specifications for Design of Cold-Formed Steel Structural Members.

4.9 METAL DECK

Deck units shall conform to SDI Pub. No. 29. Panels of maximum possible lengths shall be used to minimize end laps. Deck units shall be fabricated in lengths to span three or more supports with flush, telescoped or nested 50 mm (2 inch) laps at ends, and interlocking, or nested side laps. Metal deck units shall be fabricated of steel thickness required by the design and shall be galvanized.

4.10 OPEN WEB STEEL JOIST

Open web steel joists shall conform to SJI Specifications and Tables. Joists shall be designed to support the loads given in the standard load tables of SJI Specifications and Tables.

4.11 FOUNDATIONS

Foundations shall be in accordance with the Geotechnical Engineer's recommendation.

5. GEOTECHNICAL

Existing geotechnical information is not available at the project site. Any site-specific geotechnical data required to develop foundations, materials, earthwork, and other 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.

6. MECHANICAL

6.1 GENERAL

The work covered by this section consists of design, supply, fabrication and installation of new building heating and ventilation. This task will not include communications equipment.. It also includes the delivery to site, erection, setting to work, adjusting, testing, balancing and handing over in perfect operating and running condition all of the HVAC equipment including all necessary associated mechanical works.

6.2 SPECIALIST SUB-CONTRACTORS QUALIFICATIONS

The heating/ventilation and air-conditioning works shall be executed by an air-conditioning specialist sub-contractor experienced in the design and construction of these types of systems.

6.3 CODES, STANDARDS AND REGULATIONS

The equipment, materials and works covered under the heating, ventilation and air-conditioning services shall conform to the referenced standards, codes and regulations where applicable except where otherwise mentioned under each particular clause.

6.4 DESIGN CONDITIONS

6.4.1 outside Design Conditions

Use the following for Herat area:

Latitude – (approx.) 34 deg. North

Longitude – (approx.) 62 deg. East

[Elevation – (approx.) 1490 M (4888 ft.)

Summer - 29 deg C (85 deg F) Dry Bulb (DB) [& 18.6 deg C (66 deg F) Wet Bulb (WB)]

Winter – (2.3 deg C/36 deg F)

Daily Range – 18.3 deg C (33 deg F)]
equipment.

6.4.2 Indoor Design Condition

Summer – 23.9 deg C (75 deg F) & 50% RH

Winter – 21.1 deg C (70 deg F)

6.4.3 Noise Level

Noise levels inside occupied spaces generated by HVAC systems shall not exceed NC 35.

6.4.4 Internal Loads

- a. Occupancy: refer to Section 01010.
- b. Lighting (Fluor.): 21.5 W/m² (2 W/Ft²) maximum (however lighting levels shall meet minimum requirements)
- c. Outdoor Air: 34 CMH/Person (20 CFM) or "51 CMH/bedroom (30 CFM/bedroom)"; Latrine – 85 CMH/WC or Urinal (50 CFM) exhaust. Maintain negative pressure in latrine areas where mechanical HVAC is required.
- d. Building Pressurization: 1.3 mm W.G. (0.05 in W.G.)

6.4.5 Thermal Performance

Assemblies shall meet the requirements of TI-800, Design Criteria, UFC 3-400-01 Design: Energy Conservation, and ASHRAE Standard 90.1, latest editions, but shall meet the following minimum requirements:

<u>Assembly</u>	<u>Minimum Thermal Value</u>
exterior walls (above grade)	RSI 2.288 (R 13)
ceilings/roof	RSI 6.688(R 38)
basement wall	RSI
floor (over unheated space)	RSI 5.28 (R 30)
exterior doors	RSI 0.25 (R 1.43)
exterior windows/ (glazing within doors)	RSI 0.308(R 1.75)
Skylights	RSI 0.18 (R 1.02)

6.5 NEW AIR CONDITIONING EQUIPMENT

Heating/Refrigeration Equipment:

Environmental control of the communications facility shall be achieved by HVAC equipment proposed by the contractor and approved by the U.S. Government. Cooling shall be achieved using ductless-type split direct-expansion air conditioning units. However, any specifics within Section 01010 or elsewhere herein regarding heating and cooling requirements shall be adhered to. Heating shall be achieved by electric heating as part of the air-conditioner and/or supplemented by electric baseboard type convector heating. Unless otherwise noted, the Contractor may choose any combination of equipment to achieve the inside design conditions specified for the floor plans.

6.5.1 Unitary (ductless split) DX Air Conditioning Units

Ductless split units shall be unitary in design and factory manufactured ready for installation. Provide one indoor unit with a single condensing unit for each module. Evaporator unit shall consist of a DX evaporator cooling coil, blower, electric heater and washable filter all mounted in a housing finished for exposed installation. Cooling coil condensate piping shall route to and discharge to the sanitary sewer system. The condensing unit will contain compressor, condenser coil, and all internal controls/fittings complete to include a weatherized housing constructed and mounted on a 300 mm (12 inch) high steel stand on roof on the upper module. Copper refrigerant suction and liquid piping shall be sized, insulated and installed in accordance to unit manufacture recommendations. Unit temperature control shall include wall mounted adjustable thermostat, blower on-off-auto switch and heating-cooling change over control.

6.5.2 Wall Penetrations

Building wall penetrations shall be carefully made so as not to deteriorate the structural integrity of the wall system. The Contractor shall consult with the building manufacturer, if possible, to determine the

best way to penetrate the wall. If the building manufacturer is not available, a structural engineer shall be consulted. In either case, the recommendations of the engineer shall be strictly adhered to.

6.5.3 Control Wiring and Protection Devices

Control wiring and protection of the air conditioning units being offered must be the manufacturer's standard, pre-wired, installed in the unit at the factory or as recommended. Thermostats shall be located near the unit return. For units serving more than one area, the thermostat shall be located near the return of the space with the highest heat generation.

6.5.4 Air Filtration

All supply air shall be filtered using manufacturer's standard washable filters mounted inside the unit. In addition, all outdoor air intakes where required shall be equipped with 50 mm (2 inch) thick washable filters.

6.5.5 Submittals

The Contractor shall submit the following for the equipment to be provided under this section of the specification: manufacturer's data including performance characteristics at design conditions, dimensions, performance data, electrical requirements, and compliance with standards as stated in paragraph CODES, STANDARDS AND REGULATIONS; drawings indicating location of each piece of equipment, routing and size of refrigerant piping.

6.6 VENTILATION AND EXHAUST SYSTEMS

All fans shall be used for building ventilation and pressurization with capacities to be selected for minimum noise level generated. Unit mounted fans either used for supply or exhaust shall be centrifugal forward curved, backward inclined, or airfoil fans with non-overloading characteristics of high efficiency and quiet running design. The fans shall be of the heavy-duty type with durable construction and proved performance in a desert environment. Each exhaust fan shall be provided with shut-off dampers which close automatically when the fan is not running. Also, each fan shall be complete with vibration isolator, external lubricators, and all accessories and sound attenuators as necessary.

6.6.1 Submittals

The Contractor shall submit the following for the equipment to be provided under this section of the specification: manufacturer's data including performance characteristics at design conditions; catalog cuts showing dimensions, performance data, electrical requirements, compliance with standards as stated in paragraph CODES, STANDARDS AND REGULATIONS; drawings indicating location and installation details.

6.7 NOT USED

6.8 TEST ON COMPLETION

6.8.1 After completion of the work, the Contractor shall demonstrate to the Contracting Officer that the installation is adjusted and regulated correctly to fulfill the function for which it has been designed. The Contractor shall test, adjust, balance and regulate the section or sections of concern as necessary until the required conditions are obtained. Include tests for all interlocks, safety cutouts and other protective device to ensure correct functioning. All such tests shall be carried out and full records of the values obtained shall be prepared along with the final settings and submitted to the Contracting Officer in writing.

6.8.2 The following tests and readings shall be made by the Contractor in the presence of the Contracting Officer and all results shall be recorded and submitted in a tabulated form.

a. Room Inside Conditions:

1. Inside room DB & WB temperatures
2. Air flow supply, return and/or exhaust

b. Air Handling Equipment: Air quantities shall be obtained by anemometer readings and all necessary adjustments shall be made to obtain the specified quantities of air indicated at each inlet and outlet.

Following readings shall be made:

1. Supply, return and outside air CMH (CFM) supplied by each air conditioning system.
2. Total CMH (CFM) exhausted by each exhaust fan
3. Motor speed, fan speed and input ampere reading for each fan
4. Supply, return and outside air temperature for each air-conditioning system.

c. Electric Motors:

For each motor: (1) Speed in RPM

(2) Amperes for each phase

(3) Power input in KW

6.9 ELECTRICAL REQUIREMENTS FOR HVAC EQUIPMENT

a. Note that electrical requirements for all HVAC systems shall be designed and installed to operate on the secondary power standard required herein.

b. The following are the minimum requirements for motors regarding enclosure, insulation and protection:

1. Compressor Hermetic: Provide inherent (internal) overload protection.
2. Condenser: Provide internal thermal overload protection.
3. Evaporator (Open Class "A") fan motor type provides internal thermal overload protection.

7. PLUMBING

7.1 SYSTEM REQUIREMENTS

Domestic water and waste systems shall be provided to each area with fixtures requiring water and/or waste connections such as toilets, etc. The entire water system shall include cold water to each fixture as well as to a water heater. Hot water shall be distributed to all lavatories, sinks, showers, etc. normally requiring hot water. Design of the water distribution and waste systems shall be in complete accordance with the requirements of the National Standard Plumbing Code (NAPHCC-01, latest edition). Design and construct a sewage tank system. The Contractor shall design, furnish, install and test a domestic water supply system for each showers/latrines module as indicated on the drawing. Each supply system shall comprise of a booster pump, booster tank and water heater. Mechanical equipment shall be housed inside an insulated enclosure designed for year around operation and suitably protected from weather elements. Contractor shall design and install a domestic water tank system that can be easily converted to a permanent system in the future.

7.2 PIPING MATERIALS

Domestic water shall be distributed by means of PVC (cold water only), CPVC (cold or hot water) for the pressure to be utilized. PVC and CPVC shall not be used in areas where it will be exposed to outdoor sun.

7.3 FIXTURES

All plumbing fixtures shall be provided with p-traps and shall be vented to the roof per International Plumbing Code, latest edition.

7.3.1 Lavatories

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Unless otherwise noted, lavatories shall be wall hung white vitreous china with hidden chair carriers, faucet and pop-up type drain. Faucets shall be chrome plated brass single lever mixing type.

7.3.2 Water Heater

Water heaters shall be electric storage type with either non-simultaneous dual element type. Water heaters shall be sized in accordance with the requirements of ASHRAE HVAC Applications Handbook, latest edition. Electrical service for water heaters shall be as required herein.

7.3.3 Insulation

All domestic water piping exposed to weather shall be insulated and covered with metal jacketing.

8. FIRE PROTECTION

8.1 GENERAL

Facility construction and fire protection systems shall be installed in accordance with the publications listed herein and the publications referenced therein. Where a conflict occurs among various criteria, the more stringent requirement shall take precedence.

8.2 BUILDING CONSTRUCTION

Building construction shall conform to fire resistance requirements, allowable floor area, building height limitations and building separation distance requirements of the building code.

8.3 LIFE SAFETY

Facilities features will be provided in accordance with NFPA 101, among other references, to assure protection of occupants from fire or similar emergencies.

8.4 FIRE PROTECTION EQUIPMENT

All fire protection equipment shall be listed by Underwriters' Laboratories (UL) or approved by Factory Mutual (FM) and shall be listed in the current UL Fire Protection Equipment Directory or Factory Mutual Approval Guide.

8.5 WATER SUPPLY FOR FIRE PROTECTION

A dedicated fire protection water supply is unavailable. Therefore, alternate methods of design and construction are being instituted.

8.6 PORTABLE FIRE EXTINGUISHERS

Portable fire extinguishers shall be provided inside all facilities and at exterior locations as required in accordance with NFPA 10. Generally, extinguishers will be of the multi-purpose dry chemical type except for occupancies requiring a special type extinguisher (e.g., carbon dioxide portable fire extinguishers for electrical rooms).

9. ELECTRICAL

9.1 GENERAL

Contractor shall design and construct all electrical systems for the modular housing structures, and Border Police Battalion HQ, Qal e-ye Kah Qal e-ye Kah, Afghanistan

shower and toilet buildings. This includes design, construction, all necessary labor, equipment, and material for a fully functional system. Secondary electrical distribution system shall be 220/380 volt, 3-phase, 4 wire, 50 hertz. Design of the electrical system within facilities shall include, but is not limited to (a) interior secondary power distribution system, (b) lighting and power branch circuit and devices. All systems shall be designed for the ultimate demand loads, plus 20% spare capacity.

9.2 Design Criteria

9.2.1 Applicable Standards

- a. Design shall be in the required units as stipulated herein.
- b. Conflicts between criteria and/or local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, all available information shall be furnished to the Contracting Officer for approval.
- c. All electrical systems and equipment shall be installed in accordance with NFPA code requirements.
- d. Acceptance Testing: Contractor shall develop and submit for approval complete acceptance test procedures on all systems provided. As a minimum the testing procedures shall comply with the requirements of NFPA 70 (NEC) and International Electrical Testing Association Inc. (NETA).
- e. Any other applicable references listed herein.

9.3 Material:

9.3.1 General:

Unless noted otherwise, all material used shall be in compliance with the requirements of IEC or DIN standards. In the event that IEC or DIN compliant materials are not available, contractor may then select applicable British Standards (BS), or Underwriters Laboratories Inc. (UL) listed material. Material and equipment installed under this contract shall be for the appropriate application.

9.3.2 Standard Product:

All material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least two (2) years prior to bid opening.

9.3.3 Design Conditions: All equipment shall be rated and designed for 49 degrees Celsius (120 degrees Fahrenheit) and minimum elevation of 1524 meters (5000 feet) above sea level.

9.3.4 Restrictions: Aluminum conductors shall not be specified or used.

9.4 Design Requirements

9.4.1 Electrical Distribution System

Contractor shall perform a load calculation to determine the number of required transformers to feed all facilities in this project. In the event the existing transformer(s), if present, cannot support the load of the entire facilities package, the contractor shall notify the Contracting Officer. In such instances the contractor shall provide all the information regarding the required number of the new transformers to the Contracting Officer. Design and installation of any additional feeders required from any new ATS(s) will be the responsibility of the contractor. Contractor shall coordinate power needs with the Contracting Officer relative to needs met by each transformer, and to limit power interruption to other services already connected.

Transformers will be provided with back-up generators and Automatic Transfer Switches (ATS) by the contractor user. The scope of work covered by this proposal begins at each ATS. The contractor shall provide and install properly sized service entrance feeder from each ATS to the service entrance

equipment located inside of each facility. Service entrance equipment shall include a distribution panel board properly sized to feed each facility. Contractor shall coordinate with the Contracting Officer in locating the main distribution panel board(s) as close as possible to the corresponding ATS. [300 KVA transformers shall be provided.]]

All panel boards shall be circuit breaker 'bolt-on' type panels. Minimum size circuit breaker shall be rated at no less than 20-amperes. Circuit breakers shall be connected to bus bar(s) within the panel boards. Daisy chain (breaker-to-breaker) connection(s) are not acceptable. Indoor distribution panels shall be flush mounted in finished areas and surface mounted in unfinished areas. All circuit breakers shall be labeled with an identification number corresponding to the panel schedule. A 3-pole circuit breaker shall be a single unit and not made up of 3 single pole circuit breakers connected with a wire or bridged to make a 3-pole breaker. All wiring shall be copper, minimum # 12 AWG (or equivalent mm sq wire) installed in metal conduit. Wiring shall be recessed in finished areas and surface mounted in unfinished areas. Flush mounted panels shall be provided with spare empty conduits from panel to unfinished area for future use. All panels shall be provided with a minimum of 20% spare capacity for future load growth. Power receptacles (outlets) shall be duplex type [120 V, 60 hertz, NEMA 5-20R] [220 V, 50 hertz] and shall be compatible with the required secondary power. All splicing and terminations of wires shall be performed in a junction or device boxes. Proper wire nuts/connectors shall be used for splicing wire. No twist-wire connections with electrical tape wrapped around it shall be acceptable. All electrical installation shall be in accordance with NFPA 70 (National Electric Code). For large panels (225 Ampere and above) provide an ammeter, voltmeter and kilowatt-hour meter to monitor energy usage. Selector switch shall be provided for reading all 3 phases. Circuits shall be provided for all mechanical equipment and final connections made. Receptacle locations shall be coordinated with architectural requirements.

Contractor shall provide (design and install) circuits for all mechanical equipment and any other equipment that requires power and make the final connections.

9.4.2 Lighting

Design levels shall be per IES standards as a minimum. For convenience, the following lighting level table is listed. Note: all spaces listed below may not be within the work required within this contract.

Living room/Quarters	35 FC (350 Lux)
Toilets, Showers, Latrines	20 FC (200 Lux)
Mechanical/Electrical rooms	30 FC (300 Lux)
Corridors and Stairways	20 FC (200 Lux)
Offices (private)	50 h/5 v FC (500 h/50 v Lux)
Offices (open)	30 h/5 v FC (300 h/50 v Lux)
Kitchens (commercial)	50 h/3 v FC (500 h/30 v Lux)
Dining Areas	10 h/3 v FC (100 h/30 h Lux)
Armories	30 h/3 v FC (100 h/30 v Lux)
Corridors	10 v FC (100 v Lux)
Reading (at desk-casual)	30 h/3 v FC (300 h/30 v Lux)
Reading (at desk-serious)	50 h/10 v FC (500 h/100v Lux)
Toilets and Washrooms	5 h/3 v FC (50 h/30 v Lux)
Patient Rooms (general)	5 h/3 v FC (50 h/30 v Lux)
Egress path (incl. exterior)	10 Lux
Areas adjacent to egress path	0.5 Lux

FC = footcandle

H = horizontal component

V = vertical component

Indoor lighting for all areas shall consist of fluorescent surface mounted light fixtures. Exterior lighting will be installed as referenced. Moisture resistant/waterproof fluorescent light fixtures shall be provided in high humidity and wet areas such as latrines and showers. Battery powered 'emergency' and 'exit' lights

shall be provided within each building, as applicable, for safe egress during a power outage. All light fixtures shall be factory finished, complete and operational, to include but not be limited to, lens, globe, lamp, ballast etc. Industrial type fluorescent light fixtures shall not be used. Every room shall be provided with a minimum of one light switch. Light fixtures shall be mounted approximately 2.5-meters (8 feet) above finished floor (AFF), minimum. Fixtures may be pendant or ceiling mounted, depending on the ceiling type and height.

9.4.3 Light Fixtures

Lighting fixtures shall be a standard manufacturer's product. Fluorescent surface mounted light fixtures shall be power factor corrected and equipped with standard magnetic ballast(s). All light fixtures shall properly operate using standard lamps available locally. Fixtures shall be fully factory wired and designed for appropriate application i.e. appropriate for that location where installed.

9.4.4 Emergency "EXIT" Light Fixtures

Emergency "EXIT" light fixture shall be provided in accordance with NFPA requirements. Fixtures shall be single side and for wall/ceiling mounting. Unit shall illuminate continuously and be provided with self-contained nickel cadmium battery pack, to operate on floated-battery or trickle charge circuit. Fixture shall operate satisfactorily for 90 minutes during a power outage. Unit shall have test/re-set and lamp failure indication buttons. Primary operating voltage shall be 120 volts. Lettering "EXIT" shall be color red and not less than 6 inches (150 mm) in height and on matte white background. Illuminations shall be with LEDs.

9.4.5 Light Switches

Light switch shall be single pole. Minimum of one light switch shall be provided in every room. Lighting in large rooms/areas may be controlled from multiple switches. Three-way or Four-way lighting shall be provided in all rooms / areas with multiple entrances.

9.4.6 Receptacles

General-purpose receptacles shall be as required herein. Receptacles shall be placed at 3-meter (10 feet) intervals in general. Sinks will have a receptacle above, with one dual receptacle serving two sinks that are side-by-side. Receptacles in wet/damp areas or within 1 meter (~3 feet) of sinks, lavatories, or wash-down areas shall be ground fault circuit interrupter (GFCI) type or Residual Current Disconnect (RCD) type, with the trip setting of 10 milliamperes or less. Total number of duplex receptacles shall be limited to six (6) per 20-ampere circuit breaker.

9.4.7 Conductors

All cable and wire conductors shall be copper. Conductor jacket or insulation shall be color coded to satisfy local utility requirements.

9.4.8 Grounding and Bonding

Grounding and bonding shall comply with the requirements of NFPA 70. Underground connections shall be exothermal welded. All exposed non-current carrying metallic parts of electrical equipment in the electrical system shall be grounded. Insulated grounding conductor (separate from the electrical system neutral conductor) shall be installed in all feeder and branch circuit raceways. Grounding conductor shall be green-colored, unless the local authority requires a different color-coded conductor. Ground rods shall be copper-clad steel. Final measurement of the ground resistance shall be in compliance with the requirements of the local authority but shall not exceed 25 ohms when measured less than 48 hours after rainfall.

9.4.9 Enclosures

Enclosures for exterior and interior applications shall be NEMA Type 3R (IEC Classification IP54) and NEMA Type 1 (IEC Classification IP10), respectively.

9.4.10 Fire Suppression System

Fire extinguishers shall be provided throughout all buildings.

9.4.11 Transient Voltage Surge Suppression (TVSS)

Transient Voltage Surge Suppression shall be provided utilizing surge arresters to protect sensitive and critical equipment. As a minimum TVSS protection shall be provided at each panel. It is recommended that Metal Oxide Varistors (MOV) technology be used for such application.

9.4.12 Conduit Raceway System

Metal conduit system shall be complete, to include but not limited to, necessary junction and pull-boxes. Smallest conduit size shall be no less than 20mm (0.75 inch) in diameter. All empty conduits shall be furnished with pullwire. System design and installation shall be per NFPA 70 requirements. Exterior conductors shall be installed in PVC conduit at a depth of 48-inches.

9.4.13 Cable Tray Raceway System

Cable trays shall be ladder type and provided with, but not limited to, splices, end plates, dropouts and miscellaneous hardware. System shall be complete with manufacturer's minimum standard radius and shall be free of burrs and sharp edges. Nominal width of cable tray shall be 300mm (12 inch) and rung spaced at 150mm (6 inch). Nominal depth shall be 100mm (4 inch). System design and installation shall be per NFPA 70 requirements.

9.4.14 Identification Nameplates

Major electrical equipment, such as transformers, panel boards, and load centers, etc. shall be provided with permanently installed engraved identification nameplates.

9.4.15 Schedules

All panel boards and load centers shall be provided with a panel schedule. Schedule shall be typed written in English.

9.4.16 Single Line Diagram

Complete single line diagrams shall be provided for all systems installed. All major items in each system shall be identified and labeled for respective rating. Single line diagrams for each system, installed in a clear plastic frame, shall be provided.

END OF SECTION

SPECIAL CLAUSES 1060

SECTION 01060

SPECIAL CLAUSES

PART 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 the Contractor's Quality Control (CQC) Program, the Contractor's Accident Prevention Program, submittals, correspondence, schedule, access to the work site, security requirements, interface requirements, temporary facilities and services, hazards and risks, working after normal hours or on weekends or holidays, assignment of inspectors, representations, special requirements, phasing and 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 same to the Contracting Officer for approval within three (3) work days. 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 twenty (20) calendar days after Notice to Proceed, 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: the proposed location and dimensions of any area to be fenced and used by the Contractor; construction plant and building installations/the number of trailers and facilities to be used; avenues of ingress/egress to the fenced areas and details of the fence installation; drawings showing temporary electrical installations; temporary water and sewage disposal installations; material storage areas; hazardous storage areas. Any areas, which may have to be graveled, shall also be identified. The plan shall also include a narrative description of the building structural system, the site utility system and the office or administration facilities. 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 AREAS

1.3.1 General

1.3.1.1 Facilities Within the Mobilization Site

All facilities within the Contractor's mobilization site shall be of substantial construction suitable for the local weather conditions. Housing, messing and sanitary facilities shall meet the requirements of Corps of Engineers Safety and Health Requirements Manual EM 385-1-1. The Contractor shall provide all utilities required to make the site self-sufficient.

1.3.1.2. Trash Disposal: The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area. All trash shall be disposed of off base in accordance with Host Nation requirements. Construction debris, waste materials, packaging material and the like shall be
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removed from the work site daily. Loose debris capable of being windblown, shall be immediately placed in sealed or covered containers. Any dirt or soil which is tracked onto paved or surfaced roadways shall be cleaned daily. Materials resulting from demolition activities, which 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.

1.3.2 CONTRACTOR'S MOBILIZATION AREA (ON-SITE)

The Contractor will be permitted to use the area designated by the Contracting Officer within the contract limits for operation of his construction equipment and plants, shops, warehouses, and offices once the Contracting Officer has received the appropriate UXO clearance certificate. The Contractor may live on site, if needed, but shall provide all utilities required to make his living site self-sufficient. The Contractor is responsible for obtaining any required additional mobilization area above that designated. On completion of the contract, all facilities shall be removed from the mobilization area by the Contractor and shall be disposed of in accordance with applicable Host Government Laws and Regulations. The site shall be cleared of construction debris and other materials and the area restored to its final grade.

1.3.2.1 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.

1.3.2.2 Storage Area

The Contractor shall construct a temporary 2 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.

1.3.2.3 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. These devices shall be made available, for use by Government personnel.

1.3.2.4 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.

1.3.2.5 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse with construction equipment or other vehicles unpaved areas which are not established roadways, 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; gravel gradation shall be at the Contractor's discretion.

1.3.2.6 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 personnel, facilities and equipment.

1.3.2.7 Sanitation

Sanitary Facilities: The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities in accordance with the requirements of EM 385-1-1 Safety and Health Requirements Manual and approved by the Contracting Officer. Government toilet facilities will not be available to Contractor's personnel.

1.3.2.8 Telephone

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

1.3.2.9 Restoration of Storage Area

Upon completion of the project and after removal of mobilization facilities, trailers, materials, and equipment from within the fenced area, any fencing provided 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.

1.3.2.10 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, 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/or 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 Host Nation and/or 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.

1.3.2.11 Use of Existing Roads as Haul Routes

The Contractor shall be responsible for coordinating with the Host Nation Government and the base 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 the Host Nation and Base authorities and is the sole responsibility of the Contractor.

1.3.2.12 Employee Parking

Contractor employees shall park vehicles in an area approved by the Contracting Officer. Contractor employee parking shall not interfere with existing and established parking requirements.

1.3.2.13 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.

1.3.2.14 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.

1.3.3 CONTRACTOR'S MOBILIZATION AREA

The Contractor shall provide, furnish, operate and maintain facilities. The Contractor must submit his desired site location to the Contracting Officer for approval. All utilities will be the responsibility of the Contractor and shall be provided at no cost to the Government. On completion of the contract, all facilities shall be removed by the Contractor and shall be disposed of in the manner directed by the Contracting Officer. The site shall be cleared of construction debris and other materials and the area restored to its original condition.

1.3.4 SPECIAL REQUIREMENTS

The Contractor shall be responsible for coordinating with the Host Government use of any existing roads as haul routes. Construction and routing of new haul roads, and/or upgrading of existing roads for the Contractor's use, is the sole responsibility of the Contractor. It shall be the Contractor's responsibility to obtain such local authorizations, permits and licenses necessary to establish his mobilization camp, quarry operations, batching operations and haul routes.

1.4 NOT USED

1.5 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project security to 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.

1.6 NOT USED

1.7 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.

1.8 NOT USED

1.9 NOT USED

1.10 NOT USED

1.11 CONNECTIONS TO EXISTING UTILITIES

1.11.1 General

Any outage of any utility service shall be requested in writing at least fifteen (15) 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 Contractors 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.

1.11.1.1 Performance of Work During Non-Standard Hours

To minimize outage impact to the mission of the intelligence command, all outages shall be scheduled on weekends or from 2100 - 0530 hours on duty days. 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 work week.

1.11.1.2 Exterior Night Lighting

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

1.11.2 Existing Underground Utilities

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.

1.11.2.1 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.

1.11.2.2 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.

1.11.3 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.

1.12 WATER (CONTRACTOR PROVIDED)

The Contractor shall provide and maintain water at his own expense for his use for construction and domestic consumption, and 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. 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.

1.13 NOT USED

1.14 ELECTRICITY (CONTRACTOR PROVIDED)

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. 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.

1.15 NOT USED

1.16 USE OF EXPLOSIVES

The Contractor shall make necessary arrangements as may be required by applicable codes, rules, regulations and laws and shall be responsible for compliance therewith for all phases of blasting operations. When blasting is required for removal of rock or other material, the Contractor shall notify the Contracting Officer prior to application for any use of explosives and take all necessary precautions for the protection of individuals and property exposed to his operation.

1.16.1 Handling, Storage, and Use of Explosives

The handling, storage, and use of explosives shall be governed by the applicable provisions of the following: the "BLASTING" section of the Corps of Engineers Manuals EM 385-1-1, entitled Safety and Health Requirements Manual, a copy of which may be obtained from the Contracting Officer's Representative at the jobsite, and Technical Section 02201 entitled BLASTING.

1.16.2 Blasting Permits

The Government assumes no liability for changes that may be imposed by the Afghanistan Government.

1.17 NOT USED

1.18 WORK OUTSIDE REGULAR HOURS

If the Contractor desires to carry on work outside regular base duty hours, or on holidays, he shall submit an application to the Contracting Officer. 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".

1.19 SCHEDULING OF WORK IN EXISTING FACILITIES

As soon as practicable, but in any event not later than fifteen (15) calendar days after receipt of Notice to Proceed, 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. Construction at Bala Hissar will include both new construction and renovation work.

1.20 USE OF AFGHAN WORKFORCE

Private sector Afghan subcontractors and workers (to include, but not limited to, laborers and skilled tradesmen) will be used to the extent that each is capable of performing required work and that locally-produced Afghan materials and equipment be used to the extent that each can satisfy contract requirements, including all technical or other specifications.

1.21 NOT USED

1.22 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 or like new when furnished at the site. The Contractor shall fully maintain and repair all facilities, furnishings, and equipment listed below until contract completion. All facilities furnished and/or installed by the Contractor under this clause shall remain the property of the Contractor during the performance period of the contract and shall be turned over to the Government upon task order completion.

1.22.1 FIELD OFFICE FACILITY

Contractor shall furnish 1- 8' x 40' (or equivalent) office to be located at the jobsite. The office shall include: desks/chairs for 2 people; 2 drawer file cabinets; a 4 person conference table with chairs; air conditioning and heating; 1-bathroom; 1-10CF or larger refrigerator; 1-microwave oven; 1-drafting table; and 1-copy machine. Contractor shall install blinds for all windows. Contractor shall be responsible for daily cleaning and for removal of all waste from the toilet facilities. The field office facility shall become Government property upon completion of the contract and shall remain in place.

All facilities within this section as described above shall be completed and ready for Government use not later than thirty (30) calendar days after award of the contract.

1.22.2 Services for the Field Office Facility

- a. Maintain all utility systems required to support site office facilities.
- b. Provide all bottled water required for site office facility, including potable drinking water and operate and maintain the water system. All water provided will be treated to the degree as directed and approved by the Contracting Officer.
- c. Provide operation and maintenance of building structure, all furnishings and equipment contained therein, including painting and incidental repairs.
- d. Provide landscaping and dust control in area adjacent of the office.
- e. Provide vector control services, including insect and rodent control in the areas adjacent of office.
- f. Provide janitorial services in the office facility including cleaning of toilet and shower facility, furnishing of toilet tissue, soap and towels, emptying trash, vacuuming and dusting on a daily basis and all other cleaning of offices on a weekly basis, to the satisfaction of the Contracting Officer.
- g. Provide replacement parts such as locksets, washers, toilet floats, etc., that will be required for typical building repairs and maintenance.

1.23 NOT USED

1.24 NOT USED

1.25 PREPARATION OF AS-BUILT DRAWINGS (CONTRACTOR)

1.25.1 General

Upon completion of each facility under this contract, the Contractor shall prepare and furnish as-built drawings to the Contracting Officer. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings, and all deviations, modifications, or changes from those drawings, however minor, which

were incorporated in the work, including all additional work not appearing on the contract drawings, and all changes which are made after any final inspection of the contract work. In the event the Contractor accomplished additional work which changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised and/or additional drawings and drawing files as required to depict final as-built conditions. The requirements for these additional drawings shall be the same as for the as-built drawings specified in this paragraph.

1.25.2 Preliminary As-Built Drawings

The Contractor shall maintain a full size set of contract drawings for depicting a daily record of as-built conditions. These drawings shall be maintained in a current, reproducible condition at all times during the entire contract period and shall be readily available for review by the Contracting Officer's Representative at all times. The as-built drawings shall be updated daily by the Contractor showing all changes from the contract plans which are made in the work, or additional information which might be uncovered in the course of construction. This information shall be recorded on the prints accurately and neatly by means of details and notes. Changes and additional information marked on the contract plans should be made in red or green color for highlighting purposes. The drawings shall show the following information, but not be limited thereto:

- a. The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.
- b. The location and dimensions of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
- c. Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.
- d. Correct elevations if changes were made in site grading.
- e. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- f. The topography and grades of all drainage installed or affected as part of the project construction.
- g. All changes or modifications of the original design including those which result from the final inspection.
- h. Where contract drawings or specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.
- i. In development of as-built drawings, the Contractor shall not substitute shop drawings for original contract drawings. All necessary information for as-built conditions shall be incorporated into contract drawings.
- j. One (1) copy of the preliminary as-built marked prints shall be delivered to the Contracting Officer at the time of final inspection of each facility for review and approval. Changes and additional information marked on the contract plans should be made in red or green color for highlighting purposes. If upon review of the preliminary as-built drawings, errors or omissions are found, the drawings will be returned to the Contractor for corrections. The Contractor shall complete the corrections in red or green color, and return the as-built marked prints to the Contracting Officer within ten (10) calendar days.

1.25.3 Final As-Built Drawings

The Contractor shall update the digital contract drawing files to reflect the approved final as-built conditions and shall furnish those updated drawing files and plots of the final as-built drawings to the Contracting Officer.

a. Only personnel proficient in the use of Computer Assisted Design and Drafting (CADD) for the preparation of drawings shall be employed to modify the contract drawing files or prepare new drawing files.

b. Existing digital drawing files shall be updated to reflect as-built conditions. Independent drawing files containing only as-built information are not acceptable. The modifications shall be made by additions and deletions to the original drawing files, and where additional drawings are necessary, they shall be developed in individual digital files for each new drawing. All additions and corrections to the contract drawing files shall be clear and legible, and shall match the adjacent existing line work and text in type, size, weight, and style. New or revised information placed into the design files shall be placed on the levels and in the colors used for placement of the corresponding initial data. Similarly, the drawing size, title block, and general format of new drawings shall be consistent with the format established by the original drawings.

c. In the preparation of as-built drawings, the Contractor shall remove "Bubbles" used by the Government to highlight drawing changes made during design/construction. Triangles associated with those earlier drawing changes shall be left on the drawings and the Contractor shall not add triangles to designate modifications associated with representation of the as-built condition. The revision block identification of the drawing modifications shall be left intact and the date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest existing notation. Each drawing shall have the words "DRAWING OF WORK AS-BUILT" in letters 4.5 mm (3/16") high placed below the drawing title portion of the drawing title block; between the border and the trim line.

d. The Contractor shall check all final as-built drawing files for accuracy, conformance to the initial drawing scheme and the above instructions. The Contracting Officer will review the drawings and drawing files for conformance to these standards.

e. The Contractor shall furnish the digital as-built drawing files in the format native to the 2005 or latest version in common use of Autodesk, AUTOCADD. The Government will only accept the final product for full operation, without conversion or reformatting, in this format.

f. Digital drawing files shall be furnished to the Contracting Officer on CD-ROM or other media and format as approved by the Contracting Officer. A transmittal sheet containing the name of the files, the date of creation, the CD-ROM number, and a short description of the contents, shall accompany the CD-ROM.

g. A sample drawing shall be furnished to the Contracting Officer before delivery of final as-built drawings as a test to demonstrate compliance with the above instructions and file format compatibility with the described CADD software.

h. One (1) complete set of the updated final Record Copy digital drawing files and one (1) paper plot or copy of the final Record drawings shall be delivered to the Contracting Officer within 30 calendar days of approval of the preliminary as-built drawings.

If upon review of the final as-built drawings, errors or omissions are found, the drawings and drawing files will be returned to the Contractor for corrections. The Contractor shall complete the corrections and return both the digital files and the as-built prints to the Contracting Officer within ten (10) calendar days.

1.26 NOT USED

1.27 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD PROJECT. 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.

1.28 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 (NOV 1991)-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's Representative at the jobsite or from the Qalaa House in Kabul, Afghanistan.

1.28.1 Accident Prevention Program

Within fifteen (15) days after receipt of Notice to Proceed, 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 or his authorized representative. 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. Copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

1.28.2 Ground Fault Circuit Interrupter (GFCI) Requirement – Overseas Construction

The Corps of Engineers Health and Safety Manual, EM 385-1-1, section 11.C.05.a. 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.

1.28.3 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.

1.29 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.

1.30 NOT USED

1.31 NOT USED

1.32 OPERATION AND MAINTENANCE (O&M) DATA FOR EQUIPMENT AND SYSTEMS

1.32.1 General

The requirements contained herein are in addition to all shop drawing submission requirements (e.g., SD-19) stated in other sections of the specification. The Contractor shall include provisions for obtaining the data required below in all purchase orders and sub-contract agreements issued under this contract. The Contractor shall obtain that data which is required to operate and maintain all items of equipment and all systems/subsystems under either normal or emergency operating conditions. See items listed under paragraph EQUIPMENT FOR WHICH O&M DATA MUST BE SUBMITTED for example.

1.32.2 O&M Data for Equipment

1.32.2.1 Equipment for Which O&M Data Must be Submitted

The Contractor shall provide all data necessary to operate and maintain all equipment purchased and/or installed under this contract. The data will consist of any O&M instructions not normally the common knowledge of a Journeyman Level Technician in the applicable trade. Provided below are examples of the general types of equipment for which the Contractor is required to submit O&M data. The examples provided are not definitive for this contract, but are provided to indicate the general types of equipment for which O&M data is required.

Lighting Fixtures Motor Generator Sets
Valves Motors Water Heaters Exhaust Fans
Compressors Plumbing Fixtures
Boilers Appliances (e.g. washing
machines

1.32.2.2 Data to be Provided for Each Equipment Item

For each equipment item O&M data shall be submitted as described below. For identical pieces of equipment installed within any one system, only one (1) file of O&M data for that equipment item will be required for maintenance purposes. Deviation from these requirements will require approval of the Contracting Officer. The data as a minimum will include for each equipment item, the following:

- a. Equipment O&M Data Sheet: Equipment O&M data sheet shall include the equipment name, manufacturer's name and address, model number, (including characteristics and any special remarks), and the serial number(s), tag number(s) or any user assigned identification number(s), and installed location(s) of the equipment. This sheet shall be the first page of each item of equipment O&M data package and shall contain a checklist covering paragraphs 1.32.2.2.b thru 1.32.2.2.j hereinafter.
- b. Equipment Description: Equipment description shall include item name, model number, serial number, equipment price (FOB Manufacturer), electrical and/or mechanical characteristics, manufacturer's name and address, order number and all other data found on the equipment name plates. Include local/regional representative of manufacturer, name, address, telephone number, and telex number.
- c. Component and Assembly Drawings/Master Parts List: Component and assembly drawings/master parts list shall contain exploded views and a master parts list clearly identifying all parts and subassemblies by manufacturer's part number. Master Parts list shall also include the price for each part (FOB Manufacturer) and effective date.
- d. Control Diagrams and Sequences of Operations: Control diagrams and sequences of operations shall include operating instructions (including normal start-up, normal shut-down and emergency shut-down as applicable).
- e. Performance Characteristics: Performance characteristics shall include performance curves for full range of operation, and data pertinent to characteristics of equipment provided.
- f. Installation Instructions: Installation instructions shall include adjustment and alignment procedures, checkout procedures and test procedures.
- g. Preventive Maintenance Procedures: Preventive maintenance procedures shall include inspection, cleaning, adjustment, service and lubrication instructions. A schedule shall be furnished for each piece of equipment listing manufacturer's recommended maintenance routine of specific tasks to be performed at specific intervals such as daily, weekly, monthly, quarterly, or based on the number of operating hours. Preventive maintenance schedules shall take into account operating conditions in Afghanistan.
- h. Corrective Maintenance Procedures: Corrective maintenance procedures shall include instructions for troubleshooting, repair, overhaul and calibration.
- i. Special Items: The Contractor shall prepare a list of special tools, test equipment, and safety precautions when specified in the Technical Provisions and special items that are normally provided by the manufacturer with the equipment. The list shall also include the current unit price and date for each item (FOB MANUFACTURER).
- j. Recommended Spare Parts List: List shall contain the manufacturer's recommendation 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.

1.32.2.3 Preparation of O&M Data for Each Piece of Equipment

At least two (2) sets of the final approved O&M Data shall be composed of original copies. No other form of printed and prepared data shall be acceptable unless approved in writing by the Contracting Officer.

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All data shall be prepared in the English language covering data described in paragraph EQUIPMENT FOR WHICH O&M DATA MUST BE SUBMITTED, and shall be furnished in the number of submittals (number of sets of volumes) specified in Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD PROJECT of the Technical Provisions. Each item of equipment shall be cross-referenced in the equipment O&M Data and Systems Manuals, to include installation location using the Contractor's system of identification as approved by the Contracting Officer. All data shall be presented on 8-1/2 x 11 inch sheets to the greatest possible extent. Foldouts will normally be limited to 11 x 17 inch sheets. For other sets of data, reproductions shall be clear, legible, re-reproducible, and not subject to fade. Extraneous information on inapplicable models or components shall be removed or suitably marked through. O&M data shall be contained in a volume consisting of multi-ring binders of good commercial quality. Each volume shall be identified by the equipment name as shown on the Equipment O&M Data Sheet, and sequentially numbered. Each volume shall include an index of items included in the binder and the index shall be the first sheet in the binder, and all remaining data shall be taped accordingly. Volume binders shall be packed (maximum) 2/3 full to allow easy access to contents.

1.32.2.4 O&M Data Submittal Procedure for Each Equipment Item

The initial submittal of O&M Data for each item of equipment shall include all data required in paragraph DATA TO BE PROVIDED FOR EACH EQUIPMENT ITEM above, and as required by the technical specifications. Each O&M Data Package shall be submitted in two (2) copies to the Contracting Officer for approval of format and content, not later than ninety (90) calendar days following equipment item selection approval. After approval the two (2) copies will be returned to the Contractor to maintain for incorporation into the final submittal of the full set of O&M Manuals. The Contractor shall allow a minimum period of forty-five (45) calendar days from receipt by the government (exclusive of mailing time) for the Government review and approval/disapproval of O&M data.

1.32.2.5 Payment for Preparation and Submittal of O&M Data for Individual Equipment Items

For payment purposes, preparation and submittal of required O&M data shall be considered as part of the price for the individual item of equipment.

1.32.3 O&M Data for Systems

The Contractor shall develop and provide the data beyond separate equipment items necessary to operate and maintain all civil, mechanical and electrical systems for each building, each central plant, and/or each distribution or collection system. A system is defined as a group of equipment items related in purpose and which share electrical power or communication circuits as in a fire alarm system or which share mechanical piping or ductwork as in an HVAC system. O&M data for systems shall be submitted as described below.

1.32.3.1 Preparation and Organization of Systems O&M Manuals

At least two (2) sets of the final approved systems O&M manuals shall be composed of original copies. For each location and for each system installed, the Contractor shall prepare and provide the required number of sets of separate complete system O&M Manuals, bound in loose leaf three ring binders. These manuals will provide the basic information and direction needed by journeymen operators to effectively operate each system and by journeymen maintenance technicians to perform Preventive Maintenance (PM) and Corrective Maintenance (CM) routines on systems components. The following identification shall be printed on the cover and spine of each binder, the words "OPERATING AND MAINTENANCE INSTRUCTIONS", plus name of the system, the location of the building(s). When two or more binders are required for the data, for an individual system, the binder shall be marked 1 of n, 2 of n, 3 of n, etc. (where n equals the total number of binders). Each manual shall have a complete index page(s), which shall be inserted after the title page of the first volume of that system. Title page shall include name of project and project number. Each binder shall have a complete index that lists all the information and data contained in the binder(s).

All systems O&M Manuals shall include the following:

- a. Each piece of equipment will have a divider and tab properly identified.
- b. Each section for each piece of equipment will have a divider and tab properly identified.
- c. Narrative description of principles of operation.
- d. Systems flow diagrams showing point-to-point connections, sequence of operation, control diagrams and identification of each system component.
- e. Electrical single line diagrams in sufficient detail to define the system and operation of related parts.
- f. Final balancing reports for air, water and other systems as applicable. (These may be added to the manual after installation testing is completed and accepted.)
- g. Systems test reports and certification.
- h. Operating procedures including pre-start, start-up, normal operation, emergency operation, normal and emergency shut-down.
- i. Schedules including valve schedules, circuit breakers schedules, equipment schedules, etc.
- j. List of special tools and test and calibration equipment.
- k. List of systems components cross referenced to the O&M equipment data volume number.
- l. System preventive maintenance procedures and schedules.
- m. System troubleshooting guides.
- n. System corrective maintenance procedures.
- o. Folded-up copy of the system's wall charts (Training instructions).

1.32.3.2 Submittal of Systems O&M Manuals

Submittal of Systems O&M Manuals for each system installed shall include all data required in paragraphs 1.32.2.2.a thru 1.32.2.2.j hereinbefore. Two (2) copies shall be submitted to the Contracting Officer for approval not later than 30 calendar days prior to the construction completion date. If disapproved the two (2) copies will be returned to the Contractor for correction and re-submittal. Final submittals of all Systems O&M Manuals must include and be simultaneous with all O&M Data Manuals for equipment associated with that system, and must be in Pashto, English and Dari. Upon completion of systems check out and acceptance tests the Contractor shall submit a supplemental submittal containing any addition, deletion or correction found appropriate due to these tests performed in the field or during training.

1.32.4 Framed Instructions for Systems

For each system, the Contractor shall provide framed instructions mounted on the wall of each mechanical and electrical equipment room, which contains a portion of the system. The size of the framed instructions will be governed by the content to be framed plus room for a minimum of two (2) inch

border. The framed instructions shall include drawings and typed narrative descriptions as required to provide the following information:

1.32.4.1 Drawings

Drawings containing flow, piping, instrumentation and control diagrams of mechanical systems and wiring and control schematics of electrical systems contained within or controlled from that equipment room.

1.32.4.2 Equipment and System Narrative

Narrative containing equipment and system normal pre-start, start-up, operating and shut-down procedures.

1.32.4.3 Emergency Shut-Down Narrative

Narrative of emergency shut-down instructions and safety precautions.

1.32.4.4 Preparation and Installation of Framed Instructions

All material prepared for use as framed instructions to meet the requirements of paragraph EQUIPMENT AND SYSTEM NARRATIVE above shall be prepared in the English language. All material prepared for use as framed instructions to meet the requirement of paragraph EMERGENCY SHUT-DOWN NARRATIVE above shall be prepared in Pashto, Dari and English. Drawings and narratives prepared for use as framed instructions shall be submitted to the Contracting Officer for approval prior to posting. Framed instructions shall be mounted using frames with glass or rigid plastic covers as approved by the Contracting Officer. All framed instructions must be posted before final acceptance testing of the equipment and systems.

1.32.5 Contractor Responsibility for Updating O&M Information

The Contractor shall be responsible for the accuracy of all information furnished in accordance with the above requirements. The Contractor shall be responsible for updating or supplementing all O&M data, including data which has been previously submitted, to reflect changes in the contract or to correct errors discovered by any other means.

The O&M data for separate equipment items, the systems O&M Manuals, and the framed instructions prepared by the Contractor shall be utilized and verified during installation and testing of the equipment and/or systems and shall be updated and corrected as required. Errors found during systems testing and validation shall be corrected within fourteen (14) calendar days of completion of each test and validation.

Drawings, pages of text, etc. of systems O&M Manuals shall be complete in final form. Marked-up drawings or pages are not acceptable.

1.33 through 1.35 NOT USED

1.36 INSTRUCTIONS AND TRAINING FOR OPERATION AND MAINTENANCE

1.36.1 General

The Contractor shall be responsible for the instruction and training of operating and maintenance personnel as specified below and in the Technical Provisions of the specifications. Unless otherwise indicated in the Technical Provisions, operating and maintenance instructions shall be given for a minimum period as follows:

Title	Duration of Training	
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Water System	<u>40 Hours</u>
Power System	<u>40 Hours</u>
Sewage System	<u>40 Hours</u>

1.36.2 Operation and Maintenance Training

The Contractor shall provide competent instructors for training of personnel designated by the Contracting Officer to operate mechanical and electrical building systems and equipment, perform the required preventive maintenance to minimize breakdown, and to perform necessary repairs when malfunction or breakdown of equipment occurs. Such training shall consist of classroom and on-the-equipment training for the periods specified, which shall be completed prior to acceptance of a system or equipment, as applicable. The instructor(s) shall have no other duties during the period of training. Classroom instruction shall not exceed fifty percent (50%) of the total training time, with the balance devoted to on-the-equipment demonstration and familiarization. Emphasis will be given to both electrical and mechanical features, in accordance with approved training plans. The contractor shall be prepared to offer training in Pashto, Dari and English.

1.36.3 Arrangements

The training shall be for not less than the periods of time specified, five (5) days per week, and eight (8) hours per day, subject to review and approval by the Contracting Officer. Each individual training session shall be presented one time only, shall be video taped in a television system compatible with the local area, and be scheduled in a manner acceptable to the Contracting Officer. At the completion of training, the video tapes shall become the property of the Government.

In addition to the Contractor's requirements to video tape each training section, the Government reserves the right to record, in any manner, the subject training material, or training sessions given by the Contractor, without additional cost to the Government. Recordings obtained will be used in future training by the Government. The operating and maintenance manual data, as specified to be furnished in these Special Clauses, shall be used as the base material for training.

1.36.4 Scheduling

The Contractor shall contact the Contracting Officer for the purpose of preliminary planning, scheduling, and coordination of training, to maximize effectiveness of the training program for available operating and maintenance personnel. The Contractor shall initiate and make arrangements for such contact within 30 calendar days after receipt of notification of award of contract; and shall include all significant times in scheduling and completing training in his PROJECT SCHEDULE.

The Contractor shall provide a draft training outline sufficient in detail to provide a broad indication and the type of scope of training to be given. It shall include but not be limited to; (a) a list of subjects to be presented; (b) estimated amounts of classroom and on the-equipment instruction for each subject; (c) a list of minimum qualifications for instructors; and (d) discussions concerning the types and amounts of visual aids, reference materials, tools and test equipment, mock-up and other training materials that will be employed during training.

1.36.5 Preliminary Plan

The Contractor shall submit seven (7) copies of an outline of his proposed training plan to the Contracting Officer for review and approval not later than 45 calendar days after Notice to Proceed. The plan will be reviewed and coordinated with the content of the O&M manuals.

1.36.6 Plan

The Contractor shall submit seven (7) copies of his proposed training plan to the Contracting Officer for approval not later than ninety (90) calendar days prior to start of any training. The plan shall include the following; (a) a weekly outline showing overall form and design of training presentation; (b) a day-by-day schedule showing time intervals, the major and subordinate subjects to be covered in each, the name of the instructor(s) and qualification summary of each, and identification of related handouts; (c) summary of the number of hours of classroom and on-the-equipment training; (d) a list of reference materials to be provided by the Contractor to the trainees; and (e) a list and description of the training materials to be used, such as text, visual aids, mock-up, tools, etc. The Contractor shall be responsible for furnishing all training materials to include, but not limited to, chairs and tables for classroom training. The Government shall identify the training location and provide the number of trainee personnel to the Contractor within 30 days of receipt of the training plan. All costs for resubmission of training plans, training materials, etc., as requested by the Contracting Officer shall be borne by the Contractor. Re-submittals shall be made within twenty (20) days of notice from the Contracting Officer.

1.36.7 Attendance Roster/TAC Form 356

The Contractor shall develop an attendance roster or a similar document indicating each student's attendance, prior to the start of each class, subject and/or topic. This includes both "Hands-On" and classroom training. It is strongly recommended that each student trained be required to sign this document at the beginning of each class day for each and every class, subject and/or topic taught on that day. The Contractor's failure to have student attendance verified in writing, may be cause for the Government to order the Contractor to repeat schooling where evidence of attendance can not be verified. No part of the time lost due to such repeat instruction shall be made the subject of claim for extension of time or for excess costs or damage by the Contractor. Within ten (10) working days after completion of Operation and Maintenance Training conducted in accordance with this clause and/or applicable Technical Provision section, the Contractor shall complete and submit TAC Form 356 "Operation and Maintenance Training Validation Certificate". The attendance roster shall be included as an attachment to TAC Form 356.

1.37 NOT USED

1.38 LOCALLY AVAILABLE SERVICE FOR EQUIPMENT

All equipment furnished under this contract, regardless of country of manufacture or purchase, must have in-country service availability. In the event that the Contractor proposed to provide equipment for which in-country service is not available, the Contractor must provide written justification for the Contracting Officer's approval. This justification shall be submitted for each product or material for which a waiver is sought concurrently with the submittal required by the Technical Provisions. Submission of group or "blanket" waivers is unacceptable.

1.39 NOT USED

1.40 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 or his representative at all times. Prior to acceptance, the Contractor shall submit the complete register to the Contracting Officer.

1.41 NOT USED

1.42 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1.42.1 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 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 weather time evaluations. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract period, actual unusually severe weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the 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.

UNUSUALLY SEVERE WEATHER CALENDAR DAYS

January – 2
February – 2
March – 2

1.42.2 Time Extensions

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 work day 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.

1.43 NOT USED

1.44 STANDARDIZATION

Where two or more items of the same type or class of 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, which normally require repair or replacement during the life of the equipment.

1.45 NOT USED

1.46 RESIDUAL CONSTRUCTION MATERIAL

All Contractor purchased materials and equipment intended for incorporation into the completed facilities and which are later determined excess to the actual construction requirements, will become the property of the Government. The residual materials and equipment shall be tagged (giving the area where like type material and equipment were installed), and stored in an orderly manner in a designated area as directed and approved by the Contracting Officer.

1.47 through 1.52 NOT USED

1.53 IDENTIFICATION OF EMPLOYEE'S PERSONNEL AND VEHICULAR ACCESS TO THE PROJECT SITES

The Police Security maintains the ultimate authority for establishing, monitoring, and enforcing security requirements for the Police Security Offices. All contractor, subcontractor, or vendor personnel and vehicles at any tier working at any location on the site are subject to a thorough search upon entering, departing, or at any time deemed necessary by the Police Security Personnel. The Contractor shall be responsible for compliance with all the Police security requirements.

The Government reserves the right to deny access or to require the contractor to remove any personnel or equipment deemed to be a threat to the security of the Police Security Office. The Contractor shall work through the Contracting Officer to ensure that the Police Security Regulations are followed.

1.53.1 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.

1.53.2 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.

1.53.3 Security Plan

The Contractor shall submit to the Contracting Officer, within fifteen (15) calendar days after Notice to Proceed, his proposed personnel and vehicular access plan. This plan shall cover all elements for issuance of the access passes, safeguarding of unissued passes, construction security operations, lost passes, temporary vehicle passes, and collection of passes for employee's and vehicles on 1)- temporary absence; 2)- termination or release; and 3)- termination or completion of contract. The plan shall address in detail the contractors proposed procedures, and organization necessary to produce and maintain effective security within the contract limits twenty-four (24) hours a day seven (7) days a week.

1.54 NOT USED

1.55 NOT USED

1.56 ON-SITE PHOTOGRAPHY PROHIBITION

The Contractor shall not engage in any form of photography without prior written approval from the Contracting Officer.

1.57 PUBLIC RELEASE OF INFORMATION

1.57.1 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.

1.57.2 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.

1.58 through 1.65 NOT USED

1.66 ATTACHMENTS

TAC FORM 61 – Accident Prevention Program Hazard Analysis
TAC FORM 356 – Operation and Maintenance Training Validation Certificate

-- End of Section --

QC 1312

SECTION 01312

QUALITY CONTROL SYSTEM (QCS)

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the [RMS](#) web site. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01321 DESIGN-BUILD NETWORK ANALYSIS SCHEDULES (NAS), Section 01335, SUBMITTAL PROCEDURES FOR DESIGN-BUILD PROJECT, and Section 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on high-density diskettes

or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following is the minimum system configuration that the Contractor shall have to run QCS:

RMS Server

Hardware

IBM-compatible PC with 1000 MHz Pentium or higher processor

1000+ MB RAM

1 GB free disk space

3 1/2 inch high-density floppy drive

Compact Disk (CD) Reader 8x speed or higher

TCP/IP Network/Internet Connection

Software

Windows 2000 or higher

Oracle 8i Server

Virus protection software that is regularly upgraded with all issued manufacturer's updates

Personnel

Oracle Database Administrator (DBA)

RMS Workstation

Hardware

IBM-compatible PC with 1000 MHz Pentium or higher processor

256+ MB RAM for workstation

500 MB free disk space

3 1/2 inch high-density floppy drive

Compact Disk (CD) Reader 8x speed or higher

SVGA or higher resolution monitor (1024x768, 256 colors)

Mouse or other pointing device

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Windows compatible printer. (Laser printer must have 4 MB+ of RAM)
TCP/IP Network/Internet Connection

Software

MS Windows 2000 or higher

Oracle 8i Client

Word Processing software: MS Word 2000 or newer

Latest version of: Netscape Navigator, Microsoft Internet Explorer,
or other browser that supports HTML 4.0 or higher

Electronic mail (E-mail) MAPI compatible

Virus protection software that is regularly upgraded with all
issued manufacturer's updates

QCS and OAS System

Hardware

IBM-compatible PC with 1000 MHz Pentium or higher processor

256+ MB RAM for workstation / 512+ MB RAM for server

1 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact Disk (CD) Reader 8x speed or higher

SVGA or higher resolution monitor (1024x768, 256 colors)

Mouse or other pointing device

Windows compatible printer. (Laser printer must have 4 MB+ of RAM)

Connection to the Internet, minimum 56k BPS

Software

MS Windows 2000 or higher

QAS-Word Processing software: MS Word 2000 or newer

Latest version of: Netscape Navigator, Microsoft Internet Explorer,
or other browser that supports HTML 4.0 or higher

Electronic mail (E-mail) MAPI compatible

Virus protection software that is regularly upgraded with all issued manufacturer's updates

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control (CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the task order amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the task order, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within

seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01450 DESIGN AND CONSTRUCTION QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01321 DESIGN-BUILD NETWORK ANALYSIS SCHEDULES (NAS), as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01321). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

-- End of Section --

PROJECT SCH 1320

**SPECIFICATION SECTION 01320
PROJECT SCHEDULE – (January 2006)**

PART 1: GENERAL

1.1 REFERENCES

Border Police Battalion HQ, Qal e-ye Kah

Qal e-ye Kah, Afghanistan

01335-188

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1-1-11(1995) Progress, Schedules, and Network Analysis Systems

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports. This person shall have previously created and reviewed computerized schedules.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Pursuant to the Contract, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to

evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods may not be used to produce any required information.

The contractor is encouraged to select a software that is compatible with the Corps of Engineers Standard Data Exchange Format (SDEF), which will enable the contractor to exchange project schedule information electronically with the QCS software (re reference Specification 01312 Quality Control System). Should the contractor utilize a software that is not compatible with SDEF, they shall remain responsible for ensuring all schedule information in QCS matches that in the project schedule.

The contractor shall additionally provide one (1) licensed copy of the software utilized for the use of the government for the duration of the contract, through final payment. The software and license shall be returned to the contractor after final payment has been made, unless requested otherwise by the contractor.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in the Precedence Diagram Method (PDM).

3.3.2 Level of Detail Required

The Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule:

3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods. No more than 2 percent of all non-procurement activities' Original Durations may be greater than 20 days.

3.3.2.2 Design and Permit Activities

Design and permitting activities, including necessary conferences and follow-up actions and design package submission dates, shall be integrated into the schedule.

3.3.2.3 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

3.3.2.4 Critical Activities

The following activities shall be listed as separate line activities on the Contractor's project schedule:

- a. Submission and approval of mechanical/electrical layout drawings.
- b. Submission and approval of O & M manuals.
- c. Submission and approval of as-built drawings.
- d. Submission and approval of 1354 data and installed equipment lists.
- e. Submission and approval of testing and air balance (TAB).
- f. Submission of TAB specialist design review report.
- g. Submission and approval of fire protection specialist.
- h. Submission and approval of testing and balancing of HVAC plus commissioning plans and data.
- i. Air and water balance dates.
- j. HVAC commissioning dates.
- k. Controls testing plan.
- l. Controls testing.
- m. Performance Verification testing.
- n. Other systems testing, if required.

- o. Prefinal inspection.
- p. Correction of punchlist from prefinal inspection.
- q. Final inspection.

3.3.2.5 Government Activities

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.3.2.6 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.7 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.8 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of

each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications, except in the case of decreases, where all decreases must be identified in an existing activity.

3.3.2.9 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.10 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.11 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.12 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.3 Scheduled Project Completion

The schedule interval shall extend from NTP to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Not Used.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 10 calendar days after NTP. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail. The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Contracting Officer. Any revisions necessary as a result of this review shall be resubmitted for approval of the Contracting Officer within ten (10) calendar days after the conference.

The approved schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the work and for reporting progress. If the Contractor thereafter desires to make changes in his method of operating and scheduling he shall notify the Contracting Officer in writing stating the reasons for the change. If the Contracting Officer considers these changes to be of a major nature, he may require the Contractor to revise and submit for approval, without additional cost to the Government, all or the affected portion of the detailed diagrams and mathematical analysis and the summary diagram to show the effect

on the entire project. A change may be considered of major nature if the time estimated to be

required or actually used for an activity or the logic of sequence of activities is varied from the original plan to a degree that there is a reasonable doubt as to the effect on the contract completion date or dates. Any change in schedule or execution of work which changes the relationship of any activities on the critical path or a near-critical path (path whose float is within 30 days of the float on the critical path) shall be considered a major change. Changes which affect activities with adequate slack time shall be considered as minor changes, except that an accumulation of minor changes may be considered a major change when their cumulative effect might affect the completion date

3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgment of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project. Required data shall be submitted both electronically and via hard copy.

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

3.5.1 Electronic Data Transmission

The project data shall be submitted in electronic media compatible with the computers in use at the government's construction field office, or may be submitted via e-mail or ftp; the exact method will be identified during the Pre-Construction Conference. The file naming conventions utilized by the scheduling software shall be used.

The contractor is responsible for transferring all schedule data between the scheduling software and QCS, either electronically, using the SDEF or manually. The government will not transfer, load, or accept responsibility for updating QCS to match any changes to the contractor's schedule. The schedule in QCS must match the approved progress schedule.

3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 2

most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number and then sorted according to Early Start Date. For completed activities the Actual Start Date shall be used as the secondary sort.

3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates.

Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left.

The activity number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a Bi-weekly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The

Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the Bi-weekly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Contracting Officer, and shall be discussed at the meeting. As a minimum, the Contractor shall address the following items on an activity by activity basis during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed.

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay, based on revised activity logic,

duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred

with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

-- End of Section --

DESIGN BLD ANA 1321

SECTION 01321 DESIGN-BUILD NETWORK ANALYSIS SCHEDULES (NAS)

PART 1 GENERAL

1.1 DESCRIPTION

The network analysis system shall consist of the network analysis schedule (diagram) and associated reports. The scheduling of all design, procurement and construction shall be the responsibility of the Contractor. All design and construction increments will be interrelated on a single schedule that represents the entire project duration from Issuance of Task Order to the Task Order Completion Date. Schedule updates will build upon each other and will include design and construction increments as they are detailed, submitted and accepted. Submission of progress and revision data will be used to measure work progress, aid in the evaluation for requests for time extensions, and to provide the basis of all progress payments. The Critical Path Method (CPM) of network calculation shall be used to generate the project schedule and will utilize the Precedence Diagram Method (PDM) to satisfy both time and cost applications. All progress payment amounts will be derived from and tied to the cost-loaded schedule activities.

For consistency, when scheduling software terminology is used in this specification, the terms in Primavera's scheduling programs are used. Primavera Project Planner, P3, Primavera Project Manager, SureTrak and PrimeContract are registered trademarks or service marks of Primavera Systems, Inc. Adobe and Acrobat are registered trademarks of Adobe Systems Incorporated.

1.2 SUBMITTALS

Government approval is required for all submittals and shall be submitted in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN-BUILD PROJECT:

- SD-01 Preconstruction Submittals
 - Qualifications
 - Standard Activity ID Dictionary
 - Design network Analysis Schedule
 - Construction Network Analysis Schedule
 - Baseline Network Analysis Schedule
- SD-07 Certificates
 - Monthly Network Analysis Updates
 - Summary Network
- SD-11 Closeout Submittals
 - As-Built Schedule

1.3 SCHEDULE ACCEPTANCE

Review comments made by the Government on the Contractor's schedule(s) will not relieve the Contractor from compliance with requirements of the Task Order Documents. The Contractor is responsible for scheduling, sequencing, and prosecuting the Work to comply with the requirements of the Task Order Documents. Government acceptance extends only to the activities of the Contractor's schedule that the Government has been assigned responsibility for and agrees it is responsible. The Government will also review for imposed schedule constraints and conformance, and cost loading of the CPM activities. Comments offered on other parts of the schedule, which the Contractor is assigned responsibility, are offered as a courtesy and are not conditions of Government acceptance; but are for the general conformance with established industry schedule concepts.

1.3.1 Schedule Acceptance Prior to Start of Work

Unless stipulated otherwise as part of the Issuance of Task Order, the design work may be started prior to submittal and acceptance of the Design Network Analysis Schedule by the Government, but acceptance of the Design NAS will be a condition precedent to processing any pay requests submitted by the Contractor. The Baseline Network Analysis Schedule described in the paragraph entitled "Baseline Network Analysis Schedule" must be submitted and accepted by the Government before the Contractor will be allowed to start work on the construction stage(s) of the task order. Examples of construction stages are, but not limited to; demolition, site work, temporary work for construction, etc.

1.3.2 Acceptance

a. When the Design Network Analysis Schedule is submitted and accepted by the Contracting Officer it will be considered the "Baseline Network Analysis Schedule for Design". The Design Network Analysis Schedule shall be updated at least monthly or submitted as part of the design submittals, whichever occurs first. When the Construction Network Analysis Schedule is submitted and accepted by the Contracting Officer, it will then be considered the "Baseline Network Analysis Schedule". The Baseline Network Analysis Schedule will then be used by the Contractor for planning, organizing, and directing the work; reporting progress; and requesting payment for work accomplished. The schedule will be updated monthly by the Contractor and submitted monthly with the progress pay request to reflect the current status of the work. Submittal and acceptance of the Baseline Network Analysis Schedule for Design and Baseline Network Analysis Schedule and accurate updated schedules accompanying the pay requests are both conditions precedent to processing pay requests. Only bonds will be paid prior to acceptance of the Baseline Schedule(s).

b. Submittal of the Network, and subsequent schedule updates, will be understood to be the Contractor's representation that the submitted schedule meets all of the requirements of the Task Order Documents, accurately reflects the work accomplished, and that Work will be executed in the sequence indicated on the submitted schedule.

1.4 SOFTWARE

The scheduling software that will be utilized by the Government on this project is Primavera Project Planner (P3) by Primavera Systems, Inc.. Notwithstanding any other provision in the task order, schedules submitted for this project must be prepared using either Primavera P3 or Primavera SureTrak (files saved in Concentric P3 format). The Contractor shall provide electronic files saved in a format that is compatible with the Contracting Officer's current software version. Submission of data from another software system where data conversion techniques or software is used to import into Primavera's scheduling software is not acceptable and will be cause for rejection of the submitted schedule.

1.5 QUALIFICATIONS

The Contractor shall designate a part time Scheduler that will be responsible for the development, preparation, and maintenance of an accurate, computerized Network Analysis Schedule. Part time is defined as the Scheduler

performing on-site coordination, attending project meetings, and updates for one (1) hour per work week. The Scheduler shall have previously developed, created and maintained at least two (2) previous computerized schedules of similar size and complexity of this task order. A resume outlining the qualifications of the Scheduler shall be submitted for acceptance to the Contracting Officer. If at a later date, the Contracting Officer considers the Contractor's Scheduler to be incompetent or objectionable, the Contractor will propose a new Scheduler, meeting the qualification requirements. Payments will not be processed until an acceptable Scheduler is provided.

1.6 NETWORK SYSTEM FORMAT

The system shall consist of time scaled logic diagrams and specified reports.

1.6.1 Diagrams

Show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned. The basic concept of a network analysis diagram will be followed to show how the start of a given activity is dependent on the completion of preceding activities and how its completion restricts or restrains the start of following activities. Diagrams shall be organized by Work Phase/Work Area and sorted by Early Start Date and will show a continuous flow from left to right with no logic (relationship lines) from right to left. With the exception of the Issuance of Task Order, Project Start and Project Completion milestone activities, no activities will be open-ended; each activity will have predecessor and successor ties. The diagram shall clearly show the activities of the critical path. Once an activity exists on the schedule it may not be deleted and must remain in the logic. No more than 20 percent of the activities may be critical or near critical. Critical will be defined as having zero days of Total Float. "Near critical" will be defined as having Total Float in the range of 1 to 14 days. Show the following information on the diagrams for each activity:

- a. Activity ID
- b. Activity Description
- c. Original Duration in Work Days
- d. Remaining duration
- e. Actual Duration in Work Days
- f. Early Start Date
- g. Early Finish Date
- h. Total Float

Provide network diagrams on ANSI E sheets. Updated diagrams shall show the date of the latest revision.

1.6.2 Schedule Activity Properties and Level of Detail

Numbering shall be assigned so that, in general, predecessor activity numbers are smaller numerically than the successor activity numbers. Skip numbering shall be used on the network to allow insertion of additional activities for task order modifications and logic changes. The minimum number of construction activities in the final network diagram shall be 500. Activity categories included in the schedule are specified below.

1.6.2.1 Activity Categories

- a. Design Activities: Requirements for the activities related to design shall be included as separate activities in the project schedule. Design activities shall include, but are not limited to; the Design Notice to Proceed, Contractor's various stages of design, application for and receipt of permits required, Contractor's constructability reviews, submittal of design packages to Government, Government's design review periods, specified design meetings, transition periods prior to Construction Notice to Proceed, (including Notices to Proceed for each Fast-Track Phased Design as indicated in Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD PROJECT and as directed by the Contracting Officer). The Government review period shall be from the time the

design is received by the Government to the time it is sent back to the Contractor; mail time will not be included in the Government review period. Design activities will be linked to their associated Procurement and/or Construction Activities.

If the Government's action on any submittal requires resubmission or does not clear the design for construction, a new series of Design Activities will be inserted into the schedule. Predecessor for the new design preparation activity will be the original approval activity and the successor of the new approval activity will be the next design step (in-progress or final) activity.

b. Procurement Activities: Tasks related to the procurement of material or equipment shall be included as separate activities in the project schedule. Examples of procurement activities include, but are not limited to; Material/equipment submittal preparation, submittal and approval of material/equipment; delivery of O&M manuals; material/equipment fabrication and delivery, delivery of extra parts, extra stock, special tools, notification of Government Furnished Material/Equipment delivery requirement, etc. As a minimum, separate procurement activities will be provided for every specification section. If the Contractor intends on using Just-In-Time (JIT) delivery methods, the schedule will show each JIT delivery with relationship tie to the Construction Activity specifically for the JIT delivery. Material and equipment for which payment will be requested in advance of installation shall be cost-loaded with the procurement costs. All activities within a procurement process/cycle will have a unique identifier in the activity code to show their relationships and will extend to the related construction activities (i.e., CSI Code).

If the Government's action on any submittal requires resubmission or does not clear the design for construction, a new series of Procurement Activities will be inserted into the schedule. Predecessor for the new submittal preparation activity will be the original approval activity and the successor of the new approval activity will be the fabrication/deliver activity for the equipment or material.

c. Government Activities: Government and other agency activities that could impact progress shall be clearly identified. Government activities include, but are not limited to; Government submittal reviews, Government conducted inspections/tests, environmental permit approvals by in-country regulators, utility outages, Notice(s) to Proceed (including Notices to Proceed for each Fast-Track Phase as indicated in other sections of this specification and as directed by the Contracting Officer) and delivery of Government Furnished Material/Equipment. Show activities indicating Government furnished materials and equipment utilizing delivery dates indicated in "FAR 52.245-2, Government Property (Fixed-Price Contracts)." Government activities will be driven by calendars that reflect Saturdays, Sundays and all Federal Holidays as non-work days.

d. Construction Quality Management (CQM) Activities: CQM Activities will identify the Preparatory Phase and Initial Phase for each Definable Feature of Work identified in the Contractor's Quality Control Plan. These activities will be added to each 3-Week Look Ahead Schedule referenced in the paragraph entitled "THREE-WEEK LOOK AHEAD SCHEDULE" and will also be included in each monthly update referenced in the paragraph entitled "Monthly Network Analysis Updates". The Follow-up Phase will be represented by the Construction Activities in the Baseline Schedule and in the schedule updates.

e. Construction Activities: Construction activities shall include, but are not limited to: Tasks related to mobilization or demobilization; the installation of temporary or permanent work by tradesman; testing and inspections of installed work by technicians, inspectors or engineers; start-up and testing of equipment; commissioning of building and related systems; scheduling of specified manufacture's representatives; Punch Out Inspection; Pre-Final Inspection, Final Acceptance Inspection; final clean-up; training to be provided; and administrative tasks necessary to start, proceed with, accomplish or finalize the task order. No onsite construction activity shall have a duration in excess of 20 working days. Contractor activities will be driven by calendars that reflect Saturdays, Sundays and all Federal Holidays as non-work days.

1.6.2.2 Project Milestones

Dates shall be shown on the diagram for the start of the project, any required interim start and completion dates, task order completion date and other significant milestones.

a. Project Start Date Milestones: The schedule shall start no earlier than Task Order Issuance Date and the project duration (Day 1) will start on the Notice-to-Proceed (NTP) date. The Contractor shall include as the first milestone in the schedule, an activity named "Issuance of Task Order". Another milestone shall be included that will be named "Start Project". Additional milestones shall be included for Design NTP for each design increment and Construction NTP for each construction increment. The Issuance of Task Order and Project Start milestones shall have mandatory start constraint dates equal to the Issuance of Task Order and NTP dates, respectively.

b. Constraint of Last Activity Milestone: The Contractor shall include as the last activity in the project schedule, an activity named "End Project". The "End Project" activity shall have a mandatory finish constraint equal to the task order completion date for the project. Calculation of project updates shall be such that if the finish of the last activity falls after the task order completion date, then the float calculation shall reflect negative float on the critical path.

c. Early Project Completion: In the event the Contractor's project schedule shows completion of the project prior to the task order completion date, the Contractor shall include an activity named "Contractor Early Completion". The activity shall be a milestone with an unconstrained date representing the Contractor's Early Completion date.

d. Substantial Completion: If the Contractor elects to include an activity for Substantial Completion, then it is agreed that Substantial Completion will be the point in time that the Government considers the project is complete and ready for its intended use. The activity will be named "Substantial Completion". The activity shall be a milestone with an unconstrained date representing the Contractor's Substantial Completion date.

1.6.2.3 Critical Activities

The following activities, when applicable, shall be listed as separate line activities on the Contractor's project schedule:

- a. Submission and approval of mechanical/electrical layout drawings.
- b. Submission and approval of O&M manuals
- c. Submission and approval of as-built drawings
- d. Submission and approval of 1354 data and installed equipment lists
- e. Submission and approval of testing and air balance (TAB).
- f. Submission and TAB specialist design review support.
- g. Submission and approval of fire protection specialist
- h. Submission and approval of testing and balancing of HVAC plus commissioning plans and data
- i. Air and water balance dates
- j. HVAC commissioning dates
- k. Controls testing plan
- l. Controls testing
- m. Performance Verification testing
- n. Other systems testing, if required
- o. Prefinal inspection
- p. Correction of punchlist from prefinal inspection
- q. Final inspection

1.6.2.4 Activity Identification (ID) and Description

a. Standard Activity ID Dictionary: The Contractor shall submit the coding scheme for Schedule Activity Numbers that shall be used throughout the project. The coding scheme submitted shall list the values for each activity code category and translate those values into project specific designations. Code length shall not exceed 10 characters. Once accepted, the coding scheme will be used for the duration of the project.

b. Activity Description: Each activity shall have a narrative description consisting of a Verb or work function (e.g.; form, pour, excavate), an Object (e.g.; slab, footing, under floor plumbing), and Area (e.g.; 3rd floor, northeast quadrant, basement).

1.6.2.5 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

1.6.2.6 Cost and Resource Loading

a. Cost Loading Activities: Costs for incremental design preparation will be assigned to the respective design phase submittal milestone(s). Equipment costs will be assigned to their respective Procurement Activities (i.e., the delivery milestone activity). Costs for installation of the material/equipment (labor, construction equipment, and temporary materials) will be assigned to their respective Construction Activities. The value of inspection/testing activities will not be less than 10 percent of the total costs for Procurement and Construction Activities. Evenly disperse overhead and profit to each activity over the duration of the project. The total of all cost loaded activities; including costs for material and equipment delivered for installation on the project, and labor and construction equipment loaded construction activities, shall total to 100 percent of the value of the task order.

b. Quantities and Units of Measure: Each cost loaded activity will have a detailed breakdown of the task order price, giving quantities for each of the various kinds of work, unit prices, etc.

c. Labor Resource Loading: As part of the Baseline Schedule development each construction activity shall have an estimate of the number of workers per day by trade, hours per day by trade and total expected hours used by trade during the execution of the activity. If no workers are required for an activity, then the activity shall be identified as using zero workers per day. Actual labor resource expended on an activity will be recorded in the monthly updated schedules and will coincide with entries made in the Daily Reports.

d. Equipment Resource loading: As part of the Baseline Schedule development each construction activity shall have an estimate of the equipment used per day, number of units per day and total expected hours for each piece of equipment used during the duration of the activity. Include a description of the major items of construction equipment planned for each construction activity on the project. The description shall include the year, make, model, and capacity. If no equipment is required for an activity, then the activity shall be identified as using zero equipment per day. Actual equipment resource expended on an activity will be recorded in the monthly updated schedules and will coincide with entries made in the Daily Reports.

1.6.2.7 Anticipated Weather Delays

Schedule activity duration(s) shall be formulated with allowance for normal adverse weather conditions (see Section 01060, Special Clause entitled "Time Extensions for Unusually Severe Weather". Any activity duration, which could be impacted by normally anticipated adverse weather (precipitation, high or low temperature, wind, etc.), due
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to the time period that the Contractor has scheduled the work, shall include an adjustment to include the anticipated weather delay. The number of anticipated adverse weather delays allocated to an activity will be reflected in the activity's calendar. A lost workday, due to weather conditions, is defined as a day in which the Contractor's workforce cannot work 50 percent or more of the day. The Contractor shall immediately notify the Contracting Officer when a lost day has occurred due to weather and will record on the Daily Reports, the occurrence of adverse weather and resultant impact to the normally scheduled work. If the number of actual adverse weather delay days exceeds the number of days anticipated, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days and issue a modification in accordance with the task order clauses.

1.6.2.8 Schedule Software Settings and Restrictions

a. Activity Constraints: Date/time constraint(s), other than those required by the task order, will not be allowed unless accepted by the Contracting Officer. Contractor will identify any constraints proposed and provide an explanation for the purpose of the constraint in the Narrative Report.

b. Lags: Lags will not be used when the creation of an activity will perform the same function (e.g., concrete cure time). Lag durations contained in the project schedule shall not have a negative value. Contractor will identify any lag proposed and provide an explanation for the purpose of the lag in the Narrative Report.

c. Default Progress Data Disallowed: Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in the CPM scheduling software system. Actual Start and Actual Finish dates on the CPM schedule shall match the dates provided from Contractor Quality Control and Production Reports. These reports will be the sole basis for updating the schedule. Work activities will be updated by actual work progression rather than being cash flow driven. Actual labor and equipment hours used on activities will be derived from the Daily Reports.

d. Software Settings: The updating of percent of payment and actual to date of any activity shall be independent functions; program features that calculate one of these parameters from the other shall be disabled. Schedule calculations and Out-of-Sequence progress (if applicable) shall be handled through Retained Logic, not Progress Override. All activity durations and float values will be shown in days, time will not be shown in the duration display. Date format will be DDMMYY (i.e., 11DEC02). Default activity type will be set to "Task".

1.6.3 Required Tabular Reports

The following reports will be based on the information in the paragraph entitled "Diagrams" and included with the schedule submittals and in each updated schedule submission provided on disk by the Contractor:

a. Earned Value Report: Listing all activities having a budget amount and cost. A compilation of total earnings on the project from the notice to proceed to the most recent monthly progress payment request and the difference between the previous request amount and the current payment request amount. Sort report first by resource and then by activity.

b. Log Report: With each updated schedule submission, provide a computer generated Log Report using a recognized schedule comparison

software listing all changes made between the previous schedule and current updated schedule. Identify the name of the previous schedule and name of the current schedule being compared. This report will as a minimum show changes for: Added & Deleted Activities, Original Durations, Remaining Durations, Activity Percent Complete, Total Float, Free Float, Calendars, Descriptions, Constraints (added, deleted or changed), Actual Starts/Finishes, Added/Deleted Resources, Resource Quantities, Costs, Resource Percents, Added/Deleted Relations, Changed Relation Lags, Changed Driving Relations, and Changed Critical Status.

c. Activity ID Report: By activity number in ascending order showing the current status of all activities.

d. Total Float Report: List of all activities by total float in ascending order and then in order of activity number.

e. Early Start Report: By earliest allowable start dates and then in order of activity number.

f. 30-Day Look Ahead: Activities in progress or scheduled to start or finish within the next 30 calendar days of the project Data Date or is continuing through the 30 day period.

g. Predecessor/Successor Report: By activity number from lowest to highest, showing preceding and succeeding activity numbers for each activity and showing the current status of each activity.

h. Labor Staffing Report and Histogram: With each Baseline Network Analysis Schedule submittal and each updated schedule, a planned early and planned late versus actual labor resource report and histogram will be provided. The report and histogram shall be based upon and shall be in agreement with, the number of shifts and crew sizes by craft, in the Baseline Network Analysis Schedule (planned) and the Monthly Network Update (actual). Included in the report will be a tabular listing of each trade that worked on the activities during the construction period.

i. Equipment Usage Report and Histogram: With each Baseline Network Analysis Schedule submittal and each updated schedule, a planned early and planned late versus actual equipment resource report and histogram will be provided. The report and histogram shall be based upon and shall be in agreement with the equipment allocation in the Baseline Network Analysis Schedule (planned) and the Monthly Network Update (actual). Included in the report will be a tabular listing of equipment (by year, make and model) that worked on the activities during the construction period.

1.7 SUBMISSION AND ACCEPTANCE

1.7.1 Preliminary Meeting

Prior to the preparation of the Construction Network Analysis Schedule for acceptance; the Contracting Officer, Contractor and the scheduler shall participate in a preliminary meeting to discuss the proposed schedule and requirements of this section prior to submission of the network.

1.7.2 Design Network Analysis Schedule

Submit the Design Network Analysis Schedule defining the planned operations during the design phase(s) of the task order. The general (summarized) approach for the construction phase(s) of the project shall also be indicated. Cost of activities expected to be completed or partially completed before submission of the Baseline Network Analysis Schedule shall be included. When the project is being Fast-Tracked, the Design Network Analysis Schedule shall include all fast-tracked design phases, including the required or proposed design submittals within each phase that will occur during the duration of the project. Submit three copies of both the design network diagrams and reports listed in paragraph entitled "Required Tabular Reports." In accordance with paragraph entitled "Monthly Network Analysis Updates" the design network may be used for requesting progress payments for a period not to exceed the design phase(s) of the task order. Submittal and acceptance of the Design Network Analysis Schedule is condition precedent to the processing of the Contractor's pay requests on this schedule. The activities and relationships of the design schedule shall coincide and mesh with the activities of the Baseline Network Analysis Schedule. As part of this submittal, provide the Project Name format (and Project Group Name if used) that will be used by the Contractor to identify initial schedule submittals, updates, fragnets, changes, etc. The project schedule will also be posted in the format specified as an Adobe PDF file with no relationship lines displayed in the graphic. Include one (1) copy of the Design Network Analysis Schedule on electronic media that is acceptable to the Contracting Officer.

1.7.3 Construction Network Analysis Schedule

If design must be completed and accepted prior to construction, submit the complete network analysis schedule and obtain acceptance prior to starting construction work. If the project will be Fast-Tracked, each construction stage will be built upon the previous Fast-Tracked Baseline Schedule (including any interim updates thereto) and accepted prior to starting that stage of the construction work. Submit three (3) copies of the diagrams described in the paragraph entitled "Diagrams" and the reports listed in the paragraph entitled "Required Tabular Reports". As part of this submittal, provide the Project Name format (and Project Group Name if used) that will be used by the Contractor to identify initial schedule submittals, updates, fragnets, changes, etc. The project schedule will also be posted in the format specified as an Adobe PDF file with no relationship lines displayed in the graphic. Include one (1) copy of the Construction Network Analysis Schedule on electronic media that is acceptable to the Contracting Officer.

1.7.4 Review and Evaluation

After the Government's review(s) of the Design Network Analysis Schedule and Construction Network Analysis Schedule, the Contractor shall meet with the Contracting Officer to discuss the review and evaluation of the NAS submittal. Revisions necessary as a result of this review shall be resubmitted for acceptance within 10 calendar days after the meeting.

1.7.5 Baseline Network Analysis Schedule

Once review comments are resolved and the Contracting Officer has accepted the Design Network Analysis Schedule and Construction Network Analysis Schedule, the Contractor shall within 5 calendar days furnish:

- a. Two (2) copies of the network diagrams.
- b. Two (2) copies of the reports listed in paragraph entitled "Required Tabular Reports".
- c. Two (2) copies of the Cash Flow S-Curve indicating the cash flow based upon both the projected early and late finish dates.]
- d. Two (2) sets of data disks containing the project schedule shall be provided for the initial submission and every periodic project update. The project schedule will also be posted in the format specified as an Adobe PDF file with no relationship lines displayed in the graphic. Data shall be submitted on electronic media that is acceptable to the Contracting Officer. A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Design NAS, Construction NAS, Baseline, Update, Recovery, Change, etc.), full contract number and task order number, Project Name used to identify project in scheduling software, task order name & location,

data status date, diskette number with total number of diskettes in set, software name and version used to run the schedule, and the name and telephone number of person responsible for the schedule.

For major revisions, updates or changes to the network diagrams, once accepted by the Contracting Officer, the Contractor shall submit these same diagrams and reports.

1.7.6 Monthly Network Analysis Updates

At monthly intervals the Contractor and Government representatives will meet to jointly update the project schedule and agree on percentage of payment for each activity progressed during the update period. The purpose of the meeting is to determine progress payment amounts for each activity, allow all parties to evaluate project status at the data date, provide a complete and accurate update of design, procurement and construction progress, create an historical record of the project and establish prediction of completion date(s) based upon current status. The Contractor is responsible to gather all supporting documentation, present the update data for the schedule and record the meeting minutes. All progress payment amounts will be derived from and tied to the cost-loaded schedule activities. Submit at monthly intervals a report of the actual design and construction progress by updating the required reports and the time scaled logic diagram. Meeting to update the schedule and the submission of an error free, acceptable updated schedule to the Government is a condition precedent to the processing of the Contractor's pay request. As a minimum, the following actions will be accomplished during the meeting:

- a. Identify activities started and completed during the previous period and enter the Actual Start and Actual Finish dates. It will be understood that Actual Start is defined as the date that work begins on an activity with the intent to pursue the work represented by the activity to substantial completion, and Actual Finish is defined as the date that the activity's work is substantially complete to the point that its successor activity(s) may begin.
- b. Show estimated duration (in workdays) to complete each activity started but not completed (remaining duration).
- c. Indicate percentage of cost payable and percent of work complete as separate and independent entries for each activity. The assignment of an Actual Finish date to an activity does not imply that the activity's percent of payment will be stasured to 100%.
- d. Reflect changes in the network diagram. All changes (i.e., remaining duration changes, logic changes, new logic, conformed change orders, new activities, changes due to Conformed Modifications, changes in work sequence, entry of as-built relationship logic, etc.) shall be recorded and a note added to the activity log field. The log shall include as a minimum, the date and reason for the change, and description of the change.
- e. Submit two (2) copies of a Narrative Report describing: 1) Progress made in each area of the project; 2) Changes in the following; activities, original durations, logic interdependencies, milestones, planned sequence of operations, critical path, and resource and loading; 3) Pending items and status thereof, including permits, change orders, and time extensions; 4) Status of Task Order Completion Date and interim milestones; 5) Current and anticipated delays (describe cause of the delay and corrective action(s)); and 6) Description of current and

future schedule problem areas. Each entry in the narrative report will cite the respective Activity ID and Activity Description.

f. Submit two (2) copies of the reports listed in paragraph entitled "Required Tabular Reports".

g. Two (2) hard copies of the network diagrams and two (2) sets of data disks.

h. Submit two (2) copies of the Update Meeting minutes.

1.7.7 Summary Network

A summary network shall have the same network format as the Baseline Network Analysis Schedule. The summary network will contain a minimal number of activities that represent the general approach of work sequence. The Summary will be a time-scaled logical sequence of Phase Code. The Contractor shall submit a summary network diagram along with the Baseline Network Analysis Schedule. A summary network update shall be submitted every three (3) months during the task order duration and immediately following acceptance of each major schedule change. Submit the following:

a. Two (2) copies of the summary network diagram.

b. Two (2) copies of the Activity ID Report.

c. Two (2) copies of the Total Float Report.

d. Two (2) copies of the Earned Value Report indicating the actual cash flow for the current updated (not summary) network based upon both the early and late start schedules.

1.7.8 As-Built Schedule

As a condition precedent to the release of retention and making final payment, the Contractor shall submit an "As-Built Schedule", which is the last schedule update. The As-Built Schedule shall reflect the exact manner in which the project was actually constructed (including actual start and finish dates, activities, sequences, and logic) and shall be certified by the Contractor's Project Manager and Construction Scheduler as being a true reflection of the way the project was actually constructed. If more than one person filled the position(s) during the course of the project, each person will provide certification for the period of time they were responsible.

1.8 TASK ORDER MODIFICATION

When a modification to the work is required, submit proposed revisions to the network with a fragnet and a cost proposal for each proposed change. All modifications shall be incorporated into the network analysis system as separately identifiable activities broken down and inserted appropriately on the first update following issuance of a directive to proceed with the change. Submit two (2) copies of the Total Float Report, Log Report and a copy of the proposed Time Impact Analysis on disk, with the cost proposal. Unless the Contracting Officer requests otherwise, only conformed modification fragnets will be added into the subsequent monthly updates. All revisions to the current baseline schedule activities that are necessary to further refine the schedule so that the changed work activities can be logically tied to the schedule shall be made. Financial data shall not be incorporated into the schedule until the Contracting Officer signs the task order modification.

1.8.1 Time Impact Analysis:

The Time Impact Analysis method shall be used by the Contracting Officer and Contractor in determining if a time extension or reduction to the task order milestone date(s) is justified. The Contractor shall provide a Time Impact Analysis to the Contracting Officer for any proposed task order change or as support for a Value Engineering Proposal, Variance Request, Claim or Request for Equitable Adjustment by the Contractor. Submit the Time Impact Analysis schedule, reports, etc. on disk and as a printed/plotted hardcopy.

a. The Contractor shall submit a Time Impact Analysis (TIA)

illustrating the influence of each change or delay on the Task Order Completion Date or milestones. Unless the Contracting Officer requests

an interim update to the schedule, the current monthly updated schedule accepted by the Government shall be used to display the impacts of the change. Unless requested by the Contracting Officer, no other non-conformed changes will be incorporated into the schedule being used to justify the change impact.

b. Each TIA shall include a Fragmentary Network (fragnet) demonstrating how the Contractor proposes to incorporate the impact into the project schedule. A fragnet is defined as the sequence of new activities and/or activity revisions, logic relationships and resource changes that are proposed to be added to the existing schedule to demonstrate the influence of impacts to the schedule. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. The Contractor shall provide a hardcopy printout of the fragnet activities and relationships being added and also insert the fragnet into the most current, accepted Monthly Network Analysis Update, run the schedule calculations and submit the impacted schedule with the proposal, claim, etc. Include a narrative report describing the effects of new activities and relationships to interim and task order completion dates, with each TIA. Submit time extension requests with a Time Impact Analysis and three hardcopies of the fragnet, impacted schedule (with fragnet loaded), Total Float Report, Narrative Report and Log Report.

c. Following the Contractor's receipt of a task order modification on a Standard Form 30 signed by the Government; all changes in the fragnet used to determine impacts, shall be incorporated into the schedule. Changes will occur during the next monthly schedule update meeting.

1.8.2 No Reservation-Of-Rights

All direct costs, indirect costs, and time extensions will be negotiated and made full, equitable and final at the time of modification issuance.

1.9 CHANGES TO THE NETWORK ANALYSIS SCHEDULE

If changes in the method of operating and scheduling are desired, the Contracting Officer shall be notified in writing stating the reasons for the change. If the Contracting Officer considers these changes to be of a major nature, the Contractor may be required to revise and submit for acceptance, without additional cost to the Government, the network diagrams and required reports. A change may be considered of a major nature if the estimated time required or actually used for an activity or the network logic has varied from the original plan to a degree that there is a reasonable doubt as to the effect on the task order completion date(s). Changes that affect activities with adequate float time shall be considered a major change when their cumulative effect could extend the task order completion date.

1.10 FLOAT

Use of float suppression techniques, such as; preferential sequencing (arranging critical path through activities more susceptible to Government caused delay), lag logic restraints, zero total or free float constraints, extended activity times, or imposing constraint dates other than as required by the task order, shall be cause for rejection of the project schedule or its updates. The use of Resource Leveling (or similar software features) used for the purpose of artificially adjusting activity durations to consume float and influence the critical path is expressly prohibited.

1.10.1 Definitions of Float

Free Float is the length of time the start of an activity can be delayed without delaying the start of a successor activity. Total Float is the length of time along a given network path that the actual start and finish of activity(s) can be delayed without delaying the project completion date. Project Float is the length of time between the Contractor's Early Completion (or Substantial Completion or similar activity) and the Task Order Completion Date.

1.10.2 Ownership of Float

Float available in the schedule, at any time shall not be considered for the exclusive use of either the Government or the Contractor. During the course of task order execution, any float generated due to the efficiencies of either party is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather is less than expected, will also contribute to the reserve of float. A schedule showing work completing in less time than the task order time, and accepted by the Government, will be considered to have Project Float. Project Float will be a resource available to both the Government and the Contractor. No time extensions will be granted nor delay damages paid unless a delay occurs which impacts the Project's critical path, consumes all available float or contingency time, and extends the work beyond the Task Order Completion Date.

1.10.3 Negative Float

Negative float will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with the paragraphs entitled "TASK ORDER MODIFICATION". Scheduled completion date(s) that extend beyond the task order or phase completion date(s) (evidenced by negative float) may be used in computations for assessment of payment withholdings. The use of this computation is not to be construed as a means of acceleration.

1.11 THREE-WEEK LOOK AHEAD SCHEDULE

To provide a more detailed day-to-day planning of upcoming construction work, the Contractor shall prepare and issue detailed work plans that coordinate with and supplement the above defined network analysis. The work plans shall be keyed to the CPM activity numbers and shall be submitted each week and shall show the project activities that will occur during the current and following two-week interval. Additionally, the critical path activities are to be identified on the 3-Week Look Ahead Schedule. The schedule will be a bar chart type schedule prepared by the Contractor in sufficient detail to define the work to be accomplished, the crews, construction tools and equipment to be used during the current and next two-week interval. The bar charts shall be formatted to allow reproduction on 8 1/2 by 11 sheets. Three copies of the bar chart schedules shall be delivered to the Contracting Officer not less than 3 work hours prior to the start of the weekly coordination meeting.

1.12 WEEKLY COORDINATION MEETING

In conjunction with the receipt of the 3-Week Look Ahead Schedule, a coordination meeting will be held each week on-site to discuss the work schedule. The Contractor shall make a presentation of the previously submitted and current 3-Week Look Ahead Schedule to the Contracting Officer so as to provide an overview of the project's schedule and provide an opportunity to discuss items of coordination. Consideration of materials, crews, and equipment shall be addressed to ascertain their respective availability. The meeting shall identify actions necessary to provide adherence to the 3-Week Look Ahead Schedule and the overall network for the project defined above. The Contractor will take meeting minutes. All meeting minute entries will be keyed to the schedule activity number(s) being addressed. Within one day of the meeting, the Contractor will provide a draft copy of the meeting minutes to the Contracting Officer for review and comment. Final copies of the minutes containing the comments provided by the Contracting Officer will be issued within 3 days of the meeting.

1.13 CORRESPONDENCE AND TEST REPORTS

All correspondence (e.g., letters, Requests for Information (RFIs), e-mails, meeting minute items, Production and QC Daily Reports, material delivery tickets, photographs, etc.) shall reference the Schedule Activity Number(s) that are being addressed. All test reports (e.g., concrete, soil compaction, weld, pressure, etc.) shall reference the Schedule Activity Number(s) that are being addressed.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01335

SUBMITTAL PROCEDURES FOR DESIGN-BUILD PROJECT

PART 1 GENERAL

1.1 REFERENCE

The publication listed below forms a part of this specification to the extent referenced. The publication is referenced in the text by basic designation only.

CONSTRUCTION SPECIFICATIONS INSTITUTE

Manual of Practice Construction Specifications Institute
601 Madison Street
Alexandria, Virginia 22314-1791

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 DESIGN SUBMITTALS

Contractor Furnished design submittals are the various design documents which primarily consist of specifications, drawings and design analysis and calculations. The Design-Build Contractor may submit materials approve for use in other projects in the Afghanistan Engineer District AED for instant approval. Items with long lead time shall not be specified due to short construction time. Clearance for construction shall not be construed as meaning Government approval. Unless otherwise indicated, the risk for the design is the sole responsibility of the Design-Build Contractor.

1.3 CONSTRUCTION SUBMITTALS

1.3.1 Contractor Furnished Government Approved Construction Submittals

Government approved construction submittals are primarily related to plans (Contractor Quality Control, Accident Prevention, Resident Management System, Area Use etc) schedules Project Schedule, and certificates of compliance.

1.3.2 For Information Only Construction Submittals (FIO)

1.4 SUBMITTAL CERTIFICATION

All submittals not requiring Designer of Record or Government approval will be for information only.

The CQC organization shall be responsible for certifying that all submittals and deliverables have been reviewed in detail for completeness are correct, and are in strict conformance with the contract and or approved design drawings, specifications, and reference documents.

1.4.1 Effective Quality Control System

The Design-Build Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with Contract.

1.4.1.1 Organizational Responsibility

The quality control system shall cover all design, construction, subcontractor, manufacturer, vendor, and supplier operations at any tier, both onsite and offsite.

1.4.1.2 CQC System Manager Review and Approval

Prior to submittal, all items shall be checked and approved by the Design-Build Contractor's Quality Control (CQC) System Manager. If found to be in strict conformance with the contract and approved design requirements, each item shall be stamped, signed, and dated by the CQC System Manager. Copies of the CQC organizations review comments indicating action taken shall be included within each submittal.

1.4.1.3 Determination of Compliance

Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract and approved design requirements by the Contracting Officer.

1.4.2 Responsibility for Errors or Omissions

It is the sole responsibility of the Design-Build Contractor to ensure that submittals do

or do not comply with the contract and approved design documents. Government review, clearance for construction, or approval by the Contracting Officer shall not relieve the Design-Build Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract and approved design documents.

1.4.2.1 Government Review

Government review and clearance for construction shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory.

1.4.2.2 Substitutions

After design submittals have been reviewed and cleared for construction by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless justified as indicated in the paragraph entitled VARIATIONS.

1.4.3 Untimely and Unacceptable Submittals

If the Design-Build Contractor fails to submit submittals in a timely fashion, or repetitively submits submittals that are not in strict conformance with the contract and approved design documents, no part of the time lost due to actions shall be made the subject of claim for extension of time or for excess costs or damages by the Design-Build Contractor.

1.4.4 STAMPS

Stamps shall be used by the Design-Build Contractor on all design and post design construction submittals to certify that the submittal meets contract requirements and shall be similar to the following:

Design-Build Contractor
(Firm Name) Contract Number Contract Name

I certify that this submittal accurate, is in strict conformance with all contract requirements, has been thoroughly coordinated and cross checked against all other applicable disciplines to prevent the omission of vital information, that all conflicts have been resolved, and that repetition has been avoided. It is complete and in sufficient detail to allow ready determination of compliance with contract requirements by the Contracting Officer.

Name of CQC System Manager: _____

Signature of CQC System Manager: _____

Date: _____

1.5 ENGLISH LANGUAGE

All specifications, drawings, design analysis, design calculations, shop drawings, catalog data, materials lists, and equipment schedules submitted shall be in the English language.

1.6 Design Calculations

Calculations shall be in metric units to meet the requirements of the design. Quantities on the contract and or approved design drawings stated in metric units, shall also be stated in metric units in the design analysis to match the drawings.

1.7 WITHHOLDING OF PAYMENT FOR SUBMITTALS

1.7.1 Design Submittals

Payment for Design work will not be made in whole or in part until the Government has reviewed and cleared the design for construction.

1.7.2 Construction Submittals

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. The Design-Build Contractor is allowed partial or total invoice payment for materials shipped from the Continental United States (CONUS), and/or stored at the site, the Design-Build Contractor shall with his request for such payment, submit copies of approvals (ENG Form 4025) certifying that the materials that are being shipped and/or stored have been approved and are in full compliance with the contract technical specifications.

PART 2 PRODUCTS

2.1 General

The following are contract deliverables which expound upon and finalize the design parameters/requirements outlined within the contract documents. They shall be prepared in such a fashion that the Prime Contractor is responsible to the Government and not as an internal document between the Prime Contractor and its Sub Contractors, Vendors, Suppliers, etc.

2.2 Design Calculations

The design calculations shall be presented in a clean and legible form incorporating a title page and index for each volume. A table of contents, which shall be an index of the indices, shall be furnished when there is more than one volume. The source of loading

conditions, supplementary sketches, graphs, formulae, and references shall be identified.

2.3 Specifications

Due to Schedule and limited amount time and number of Disciplines used Specifications shall be prepared in an outline format using Construction Specifications Institute (CSI) format. The Design-Build Contractor may also use the UFGS specification format. The Design-Build Contractor prepared specifications shall include as a minimum, all applicable specifications sections referenced by the CSI. Where the CSI or UFGS does not reference a specification section for specific work to be performed by this contract, the Design-Build Contractor shall be responsible for creating the required specification.

2.4 Preparation of Proprietary Non-Generic Design Documents

During the course of design, the designer shall specify specific proprietary materials, equipment, systems, and patented processes by trade name, make, or catalog number. The subsequent use of construction submittals to supplant and/or supplement incomplete design effort is unacceptable. Design submittals containing non-proprietary and/or generic design criteria where proprietary items are available, will be returned for resubmission.

2.4.1 Quality Control and Testing

Specifications shall include required quality control and further indicate all testing to be conducted by the Design-Build Contractor, its Sub Contractors, vendors and/or suppliers.

2.5 AUTOCAD

AUTOCAD is required for all work related to this contract. The Contractor shall furnish the digital as-built drawing files in AUTOCAD version 2005. No other convention other than AUTOCAD shall be used. Drawings shall not be drawn in another cad format and converted to AUTOCAD.

2.5.1 Drawing Size

All drawings shall be prepared for metric size "A1" sheets (594mm by 841mm) or if approved by the contracting Officer of an internationally recognized size approximately 24 inches (60 cm) by 36 inches (90 cm). Drawings shall be trimmed to size if necessary.

2.5.2 Prepared Original Drawings

Development of original drawings by Design Build Team shall survey the entire site and develop a complete set of scale drawings of existing site plan, floor plans, roof plan, elevations, sections, and details of existing building. This shall be completed seven (7)

days after contract award and in time for Charette.

Plotter prepared original drawings shall be prepared on 20 pound bond paper, unless otherwise approved and shall be plotted on the matte side.

Raster plotters must provide a minimum resolution of 400 dpi while vector plotters shall provide a minimum resolution of 0.0010 inch with an accuracy of +0.1% of the move and a repeatability error of not more than 0.005 inch. Drawings produced from dot matrix plotters are not acceptable. Plots accompanied by the digital design file may be prepared on vellum: translucent bond is not acceptable. Line density shall be equivalent to that produced by black India ink: half-tones and gray scale plots are not acceptable unless otherwise approved. Manual changes to plotted originals are not acceptable.

Preparation of all work shall accommodate half size reduction unless instructed otherwise by the Contracting Officer.

Symbols and abbreviations shall be internationally recognized.

2.5.3 Binding

All volumes of drawing prints shall be firmly bound and shall have covers of heavier bond than the drawing sheets. Screw posts (only) shall be used to fasten sheets together, the drilled holes on the bond edges of the sheets shall be 200 mm maximum on center.

2.5.4 Legends

For each submittal, legends of symbols and lists of abbreviations shall be placed on the drawings. They shall include all of the symbols and abbreviations used in the drawing set, but shall exclude any symbols and abbreviations not used. Since many symbols are limited to certain design disciplines, there is a definite advantage to the use of separate legends on the initial sheet of each design discipline or in the Standard Details package for each discipline. If legends have not been shown by discipline, a legend shall be placed on the first drawing.

2.5.5 Design Discipline Designation Format

The drawing package shall be divided into the following proposed divisions:

Discipline Designation Discipline

- A. ARCHITECTURAL
- C. Civil
- S. Structural
- P. Plumbing, Process and Piping
- M. Mechanical Design
- FP Fire Protection and Life Safety

E Electrical

2.5.6 Title and Revision Block

Title and revision block shall match FIGURE 1 through 5 furnished in the paragraph entitled ATTACHMENTS.

2.5.7 Index Sheet(s)

The first sheet of each volume in a project shall be a cover sheet. In general, the second sheet shall be the index.

2.5.8 Location Grid

To facilitate the location of project elements and the coordination of the various disciplines' drawings, all plans shall indicate a column line or planning grid, and all floor plans (except structural plans) shall show room numbers.

2.5.9 Composite and Key Plans

If the plan of a large building or structure must be placed on two or more sheets in order to maintain proper scale, the total plan shall be placed on one sheet at a smaller scale. Appropriate key plans and match lines shall appear on segmented drawings. Key plans shall be used not only to relate large scale plans to total floor plans but also to relate individual buildings to complexes of buildings. Key plans shall be drawn in a convenient location and shall indicate the relative location of the represented plan area by crosshatching. Provide on each building plan a key drawing indicating location of building on site. Each plan shall have a north arrow and a graphic scale. All plans with toilets shall have in addition to a north arrow a pointer indicating the direction of Mecca.

2.5.10 Revisions

Drawing revisions shall be prepared only on the original CADD files. A revision area is required on all sheets.

PART 3 EXECUTION

3.1 GENERAL

3.1.1 Design Concept Coordination Meeting

In addition to regular meetings with the Government the Contractor shall conduct formal status briefings on a monthly basis to provide a management overview of design development. Shortly after contract award the Government may choose to

conduct meetings with the Design-Build Contractor to refine proposal concept features. The purpose of the meeting is to assure attention to project requirements and to suggest ways of improving the design prior to tentative level submissions.

3.1.2 Government Design Changes

Government design changes which do not increase construction costs shall be made at no additional design charge to the Government. (This provision will not apply where the Government has unreasonably packaged several and significant design changes with issues that both decrease and increase construction costs, with the effect of artificially resulting in no-cost construction. Moreover, this prohibition from additional design charges shall not apply where significant additional design costs are incurred by the contractor, through no fault of the contractor's, and where these changes have occurred to issues that were already well settled as the result of final approval action by the Government.) The Contracting Officer may request design submittals in addition to those listed when deemed necessary to adequately describe the work covered in the contract documents. Submittals shall be made in the respective number of copies and to the respective addresses set forth in the paragraph entitled SUBMITTAL PROCEDURE. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

3.2 PROGRESS SCHEDULE

The Contractor shall prepare and submit a design progress schedule to the Contracting Officer. The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The progress schedule shall show, as a percentage of the total design price, the various items included in the contract and the order in which the Contractor proposes to carry on the work, with dates on which he will start the features of the work and the contemplated dates for completing same. Significant milestones such as review submittals shall be annotated. The Contractor shall assign sufficient technical, supervisory and administrative personnel to insure the prosecution of the work in accordance with the progress schedule. The Contractor shall correct the progress schedule at the end of each month and shall deliver six (6) copies to the Contracting Officer. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.3 SCHEDULING

3.3.1 Design Submittals

The contractor shall schedule adequate time (a minimum of fifteen (15) working exclusive of mailing time) days for review and clearance by the Government for construction. Submittals shall be reviewed and the comments returned via -mail from RE with appropriate coding. If the Contractor fails to submit design submittals in a timely fashion, or repetitively submits design submittals that are not in strict

conformance with the contract and approved design documents, no part of the time lost due to such actions shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.3.2 Post Design Construction Submittals

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. The Contractor shall schedule adequate time (a minimum of fifteen (15) working days exclusive of mailing time) for review and approval by the Government. If the Contractor fails to submit post design construction submittals in a timely fashion, or repetitively submits submittals that are not in strict conformance with the contract documents, no part of the time lost due to actions shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.4 SUBMITTAL PROCEDURE

3.4.1 Design Submittals

3.4.1.1 Afghanistan Engineer District (AED)

Copies of all design submittals, and any other copies of design submittals specified in accordance with the figure 6 attachment to this section, shall be transmitted via DHL, FEDEX, UPS, or any other reputable courier service, to the Government at the following address by means of ENG Form 4025:

U.S. Army Corps of Engineers Afghanistan Engineer District Qalaa House Kabul,
Afghanistan

a. RETURN OF GOVERNMENT REVIEWED SUBMITTALS. Subsequent to the Government review, the Eng Form 4025 with comments (if applicable) will be returned to the Design-build Contractor digitally by email. Hardcopies of these documents will subsequently be submitted to the Design-Build Contractor via the United States Postal Service (USPS). The Government may elect to stop sending hardcopies if it deems that digital transmission of design submittals is progressing satisfactorily.

b. SUPPLEMENTAL ACTIONS. All supplemental actions, resubmittals, and subsequently scheduled submissions shall be performed by the Design-Build Contractor as indicated within this paragraph.

U.S. Army Corps of Engineers Afghanistan Engineer District Qalaa House Kabul,
Afghanistan

3.4.2 Submittal Numbering System

Border Police Battalion HQ, Qal e-ye Kah

Qal e-ye Kah, Afghanistan

Instructions on the numbering system to be used for construction submittals follows:

3.4.3 Submittals

Shop drawings and materials are listed on the Submittal Register (ENG Form 4288) as follows:

- a. List is prepared according to contract specifications and drawings, picking up all items involved in the project.
- b. This list is divided into sections as indicated in the specifications for example:

Sec 01015 "Technical Requirements"

Sec. 02831 "Chain-Link Fence"

3.4.3.1 Numbering procedures for transmittal on ENG FORM 4025

- a. Each section, may include a list of items. All these items will then be listed with a progressive number within the sections they belong to, for example:

Sec. 01015 will have 01015.00 (Basic number)

Item x " " 01015.01

Item y " " 01015.02

Item z " " 01015.03

Sec. 02710 will have 02710.00 (Basic number)

Item x " " 02710.01

Item y " " 02710.02

Item z " " 02710.03

Sec. 02600 will have 02600.00 (Basic number)

Item x " " 02600.01

Item y " " 02600.02

Sec. 03300 will have 03300.00 (Basic number)

Item x " " 03300.01

Item y " " 03300.02

etc.

- b. It is evident a transmittal will never show a Section number i.e., 02831.00, 03300.00, etc., since these are only the basic numbers of the system. Numbers on transmittals will be the item numbers, i.e., 01015.01, 02710.01, 02710.02, 02710.03, 03300.01, 03300.02, etc. All items, as listed on the Submittal Register, will be submitted via a separate transmittal form ENG FORM 4025 thus avoiding getting together more than one item (as listed) and more than one number. There are items, on the other hand, which may be submitted all together on the same transmittal form. This must be established before submission is made.

c. Sec. 10800 "Toilet Accessories" - this section will have basic number 10800.00 - all items relative to it will be listed one by one on separate lines. ONLY one transmittal number will then be given for all of these "10800.01" which will include i.e., robe hook, toilet paper holder, mirror, soap holder, cabinet for paper towels, etc. Each one of these items will be listed on the same Transmittal Number 10800.01 as item 1, item 2, item 3, etc.

3.4.3.2 Resubmittals

Should the Contractor be required to resubmit any transmittal, it will be accomplished by utilizing the same transmittal number followed by the number "-1" for the first resubmittal, "-2" for the second resubmittal, "-3" for the third resubmittal, etc. For example, a first resubmittal would be "SUBMITTAL PROCEDURES FOR DESIGN BUILD PROJECT" 01335.01-1, a second resubmittal 01335.01-2, etc. The purpose of this system is to avoid deviations from Submittal Register. Also, to avoid confusion arising from the use of more than one number on transmittal when more than one item is submitted on the same form. This system will also facilitate the use, wherever required, on machine printouts.

3.4.4 Variations

If design documents or construction submittals show variations from the contract or approved design parameters and/or requirements, the Contractor shall justify such variations in writing, at the time of submission. Additionally, the Contractor shall also annotate block "h" entitled "variation" of ENG FORM 4025. After design submittals have been reviewed and cleared for construction by the Contracting Officer, no resubmittal for the purpose of substituting materials, equipment, systems, and patented processes will be considered unless accompanied by the following:

- a. Reason or purpose for proposed variation, substitution, or revision.
- b. How does quality of variation compare with quality of the specified item. This shall be in the form of a technical evaluation tabulating differences between the item originally specified and what is proposed.
- c. Provide a cost comparison. This shall include an acquisition and life cycle cost comparison.
- d. For proprietary materials, products, systems, and patented processes a certification signed by an official authorized to certify in behalf of the manufacturing company that the proposed substitution meets or exceeds what was originally specified.
- e. For all other actions, a certification signed by a licensed professional engineer or architect certifying that the proposed variation or revision meets or exceeds what was originally specified.
- f. Advantage to the Government, if variation is approved, i.e. Operation and Maintenance considerations, better product, etc.
- g. Ramifications and impact, if not approved. If the Government review detects any

items not in compliance with contract requirements or items requiring further clarification, the Contractor will be so advised. Lack of notification by the Contracting Officer of any non-complying item does not relieve the Contractor of any contractual obligation.

3.4.5 Non-Compliance

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.5 REVIEW OF CONTRACTOR PREPARED DESIGN DOCUMENTS

3.5.1 General

The work under contract will be subject to continuous review by representatives of the Contracting Officer. Additionally, joint design review conferences with representation by all organizations having a direct interest in the items under review may be held. The Design-Build Contractor shall furnish copies of all drawings and related documents to be reviewed at the review conference on or before the date indicated by the Government. Additional conferences pertaining to specific problems may be requested by the Design-Build Contractor or may be directed by the Contracting Officer as necessary to progress the work. The Design-Build Contractor shall prepare minutes of all conferences and shall furnish two copies to the Contracting Officer within seven (7) days after the conference.

3.5.2 Contractor's Quality Control Organization Review

This review shall be for the purposes of eliminating errors, interferences, and inconsistencies, and of incorporating design criteria, review comments, specifications, and any additional information required. Design submittals submitted to the Contracting officer without evidence of the Contractor's certified approval will be returned for resubmission. No part of the time lost due to such resubmissions shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.5.3 Government Review

The Contractor shall not begin construction work until the Government has reviewed the Contractor's design and has cleared it for construction. Clearance for construction does not mean Government approval. Government review shall not be construed as a

complete check but will evaluate the general design approach and adherence to contract parameters. The Government Review is often limited in time and scope. Therefore, the Contractor shall not consider any review performed by the Government as an excuse for incomplete work. Upon completion of the review, all comments will be forwarded to the Contractor. The Contracting Officer will indicate whether the design submittal has or has not been cleared for construction. Design submittals cleared for construction by the Contracting Officer shall not relieve the Contractor from responsibility for any design errors or omissions and any liability associated with such errors, nor from responsibility for complying with the requirements of this contract.

3.5.3.1 Incorporation of Government Review Comments

The Contractor will be furnished the Government's review comments. The review will be for conformance with the technical requirements and parameters of the contract documents. The Contractor shall either incorporate each comment or, if the Contractor disagrees technically and does not intend to comply with the comment(s), the Contractor shall clearly outline, with ample justification, its reasons for its noncompliance within five (5) days after receipt of the comment(s). Additionally, the Contractor is cautioned in that if it believes the action required by any comment exceeds the requirements of this contract, that he should take no action and notify the Contracting Officer in writing immediately. The disposition of all comments shall be furnished in writing with the next scheduled submittal. The review comments and the submittal material for each design review will become the basis for any ensuing design work. Copies of the design review comments with the action taken on each comment noted, shall be bound in all succeeding volumes of the design analysis.

3.5.3.2 Conferences

As necessary, conferences will be conducted between the Design Build Contractor and the Government to resolve review comments. All comments will be transmitted via DR Checks. Design Build Team will be required to access system and receive all design comments through DR Checks.

3.5.4 Design Stages

The Contractor shall schedule the number and composition of the design submittal phases. Design submittals are required at the Concept (35%), (65%), and Final (95%) design stages and at the 100% design completion. The requirements of each design stage are listed hereinafter.

3.5.4.1 Concept Review Submittal (35%)

The Concept Review Submittal (35%) shall be submitted to the Government within twenty one (21) calendar days after (NTP). The review of this submittal is primarily to ensure that the Contractor has taken an inventory of the existing conditions at site, and has established the most desirable functional relationships between the various project

elements, has provided the technical solution to how the functional and technical requirements will be met, and to show Contractor compliance (or justify noncompliance) with the design parameters and/or requirements. The following documents shall be submitted:

- Site Layout (to include main utilities lines)
- Floor Plans for each discipline
- Elevations
- Key Sections
- Design Analysis
- Draft Specification outline
- 100% Grading Plan
- Demolition Plan
- Plans for any foundation work

3.10.1 CONCEPT REVIEW SUBMITTAL (65%)

The Interim Review Submittal (65%) shall be completed with all 35% review comments incorporated and submitted to the Government within forty two (42) calendar days after (NTP). The review of this submittal is primarily to ensure that the Contractor has taken a complete inventory of the existing conditions at proposed site, has established the most desirable design solution between the various project elements, has provided the technical solution to how the functional and technical requirements will be met, and to show Contractor compliance (or justify noncompliance) with the design parameters and/or requirements. The following documents shall be submitted:

- Site Layout with topo indicating drainage
- Site Layout each discipline (to include main utilities lines)
- Floor Plans for each discipline
- Elevations
- Key Sections
- Design Analysis (including Code requirements)
- Specifications
- Details

3.5.4.2 Review Submittal (95%)

The 95% Final Review shall be completed with all 65% review comments incorporated sixty four (64) calendar days after notice to proceed (NTP) and submitted to the Government for review. The review of this submittal is to insure that the design is in accordance with directions provided the Contractor in the Scope of Work. The only effort remaining between the FINAL DESIGN REVIEW SUBMITTAL and the 100%

READ-TO-BUILD is the incorporation of the Government Review Comments. The Contractor shall submit the following documents for Final review:

- a. Design Analysis developed to a 95% design stage. The Design Analysis shall be in its final form. It shall include all backup material previously submitted and revised as necessary. All design calculations shall be included. The Design Analysis shall contain all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the Final Drawings and Specifications.
- b. 95% Complete Construction Specifications. The Specifications on all items of work submitted for Review shall consist of proprietary specifications.
- c. 95% Complete Construction Drawings. The Contract Drawings submitted for Final Review shall include the drawings previously submitted which have been revised and completed as necessary. The Contractor is expected to have completed all of his coordination checks and have the drawings in a design complete condition. The drawings shall be finalized at this time including the incorporation of any design review comments generated by the Preliminary design review. The drawings shall contain all the details necessary to assure a clear understanding of the work throughout construction.
- d. The Government's 35% and 65% Design Review Comments with the Contractor's annotation to each comment.

3.5.4.3 Final Review Submittal (100%)

After the review, the Contractor shall revise the Contract Documents by incorporating any comments generated during the Final Review Submittal and shall prepare final hard copy Construction Specifications. The Contractor shall submit the Design Completion Review Submittal (100%) to the Government within one hundred (100) calendar days after NTP. The Contractor shall submit the following documents for the design complete submittal:

- a. Design Analysis
- b. Construction Specifications
- c. Construction Drawings
- d. The Government's FINAL (95%) DESIGN REVIEW SUBMITTAL comments with the Contractor's annotation to each comment.

3.5.4.4 Design Submittals not in Compliance

The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its design analysis, specifications, and drawings, and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. No part of the time lost due to such resubmissions shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor. If the Contractor considers any correction indicated on the submittals to constitute a change

to the contract, a notice shall be given promptly to the Contracting Officer.

3.5.4.5 General Design Instructions

3.5.4.5.1 Responsibility of the Design-Build Contractor

3.5.4.5.2 Professional Quality, Technical Accuracy, and Coordination

The Design-Build Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, specifications, drawings, and other non-construction services furnished by the Contractor under this contract. Work must be organized in a manner that will assure thorough coordination between various details on drawings, between the various sections of the specifications, and between the drawings and specifications. The Design-Build Contractor shall thoroughly cross-check and coordinate all work until he is professionally satisfied that no conflicts exist, vital information has not been omitted, and that indefinite language open to interpretation has been resolved.

The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

3.5.4.6 Correction of Work

The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

3.5.4.7 Government Oversight

The extent and character of the work to be done by the Design-Build Contractor shall be subject to the general oversight, supervision, direction, control, and review by the Contracting Officer.

Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

3.5.4.8 Design Deficiencies

Design deficiencies noted by the Government shall be corrected prior to the start of design for subsequent features of work which may be affected by, or need to be built upon, the deficient design work.

3.5.4.9 Design Discrepancies

The Design-Build Contractor shall be responsible for the correction of incomplete design data, omissions, and design discrepancies which become apparent during construction. The Design-Build Contractor shall provide the Contracting Officer with a proposed recommendation for correcting a design error, within three (3) calendar days after notification by the Contracting Officer. The Contracting Officer will notify the Design-Build Contractor of any detected noncompliance with the foregoing requirements. The Design-Build Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Design-Build Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Design-Build Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Design-Build Contractor. Should extensions of design, fabrication plans and/or specific manufacturer's details be required as a result of a Government issued Change Order, the Government will make an equitable adjustment in accordance with Contract Clause 52.243-4 entitled CHANGES.

3.6 Phased or "Fast-Track" Design

3.6.1 General

Upon review by the Government, design and construction sequencing may be effected on an incremental basis as each approved phase or portion (e.g., demolition, geotechnical, site work, exterior utilities, foundations, substructure, superstructure, exterior closure, roofing, interior construction, mechanical, electrical, etc.) of the design is completed.

3.6.1.1 Design Phases

The design phases shall be in accordance with the Contractor Furnished Design Documents Submittal Register (TAC Form 122-E) as approved by the Contracting Officer.

3.6.1.2 Approval of TAC Form 122-E

In all cases, TAC Form 122-E indicating the proposed phasing shall be submitted for review and approval by the contracting Officer prior to initiation of any procurement action or commencement of any construction.

3.6.2 Sequence of Design-Construction (Fast-Track)

After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements and obtain Government review of each submission. The Contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Government, the initial submission failed to meet the minimum quality requirements as set forth in the contract.

3.6.3 Notice-to-Proceed for Limited Construction

If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

3.6.4 In-Place Construction Payment

No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

3.6.5 Commencement of Construction

Construction of work may begin after receipt of the clearance for construction (Notice to Proceed) for each approver increment of work or material supplied. Any work performed by the Contractor prior to receipt of the clearance for construction, shall be at the Contractor's own risk and expense. Work cleared for construction that does not conform to the design parameters and/or requirements of this contract shall be corrected by the Contractor at no additional cost or time to the Government.

3.7 Partial Design Submittals

In the interest of expediting construction, the Contracting Officer may approve partial design submittals, procurement of materials and equipment, as well as issue the Notice To Proceed (NTP) for construction of those elements of the design which have been cleared for construction. Such partial notices to proceed shall be solely at the discretion of the Contracting Officer.

3.8 Design Submittals not in compliance with the contract documents

The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its design analysis, specifications, and drawings, and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. No part of the time lost due to such resubmissions shall be made the subject

of claim for extension of time or for excess costs or damages by the Contractor. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice shall be given promptly to the Contracting Officer.

3.9 GENERAL DESIGN INSTRUCTIONS

3.9.1 Responsibility of the Design-Build Contractor

3.9.1.1 Professional Quality, Technical Accuracy, and Coordination

The Design-Build Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, specifications, drawings, and other non-construction services furnished by the Contractor under this contract. Work must be organized in a manner that will assure thorough coordination between various details on drawings, between the various sections of the specifications, and between the drawings and specifications. The Design-Build Contractor shall thoroughly cross-check and coordinate all work until he is professionally satisfied that no conflicts exist, vital information has not been omitted, and that indefinite language open to interpretation has been resolved.

The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

3.9.1.2 Correction of Work

The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

3.9.1.3 Government Oversight

The extent and character of the work to be done by the Design-Build Contractor shall be subject to the general oversight, supervision, direction, control, and review by the Contracting Officer.

Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

3.9.1.4 Unlimited Drawing Rights

The Government shall have unlimited rights in all drawings, designs, specifications, notes and all other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Design-Build Contractor. The Design-Build Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws.

3.9.1.5 Conflicts

Any conflicts, ambiguities, questions or problems encountered by the Design-Build Contractor in following the criteria shall be immediately submitted in writing to the Contracting Officer with the Design-Build Contractor's recommendations. Prior to submission to the Government the Design-Build Contractor shall take appropriate measures to obtain clarification of design criteria requirements, to acquire all pertinent design information, and to incorporate such information in the work being performed.

3.9.1.6 Design Specialists

Whenever a design specialist is required, the Design-Build Contractor shall submit for the approval by Contracting Officer, the name of the designated specialist along with the individual's educational background, experience, and licenses or registrations held, before design work commences. The design specialists shall be registered architects, registered professional engineers, or recognized consultants with a background of at least five (5) years design experience in the appropriate specialty. Services of design specialists may be required for the following specialties:

3.9.2 Conduct of Work

In the performance of contract the Design-Build Contractor shall:

3.9.2.1 Performance

Perform the work diligently and aggressively, and promptly advise the Contracting Officer of all significant developments.

3.9.2.2 Telephone Conversations

Prepare a summary, and promptly furnish a copy thereof to the Contracting Officer, of all telephone conversations relating to the design work under this contract.

3.9.2.3 Cooperation with Others

Cooperate fully with other firms, consultants and Contractors performing work under the program to which this contract pertains, upon being advised by the Contracting Officer

that such firms or individuals have a legitimate interest in the program, have need-to-know status, and proper security clearance where required.

3.9.2.4 Technical Criteria

All designs, drawings, and specifications shall be prepared in accordance with the contract documents and with the applicable publications referenced therein. As soon as possible, the Design-Build Contractor shall obtain copies of all publications applicable to this contract. Any deviations from the technical criteria contained in the contract documents or in the applicable publications, including the use of criteria obtained from the user or other sources, must receive prior approval of the Contracting Officer. Where the technical criteria contained or referred to herein is not met, the Design-Build Contractor will be required to conform his design to the same at his own time and expense.

3.9.3 Design Priorities

The design of this project shall consider the location and environment of this project and the impact this will have on sources of technical supply, the cost of construction, the low level of maintenance, and the difficulty of obtaining replacement parts. Unless stated otherwise in this contract, the following design priorities shall be followed:

3.9.3.1 Life-Span Construction must have an expected life span of 20 years.

3.9.3.2 Maintainability Low maintenance materials and systems must be employed.

3.9.3.3 Operability

Systems including but not necessarily limited to mechanical, electrical, communications, etc., must be simple to operate and easy to maintain.

3.9.3.4 Standardization

Use of standardized materials, products, equipment, and systems is necessary to minimize the requirements for replacement parts, storage facilities, and service requirements.

3.9.3.5 Overseas Work

Use of construction materials or techniques which are suitable for overseas work in harsh climates and environments.

3.9.4 ACCIDENT PREVENTION

The Contractor shall comply with the most recent edition of applicable portions of the USACE Engineering Manual (EM) 385-1-1, Safety and Health Requirements Manual. The Contractor shall obtain a copy of EM 385-1-1 and be familiar with all provisions prior to submitting their Accident Prevention Plan.

Within fifteen (15) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan are required. The Contractor shall not commence physical work at the site until the Accident Prevention Plan has been reviewed and accepted by the Contracting Officer or authorized representative. The Accident Prevention Plan shall follow the specified format and meet all requirements listed in Appendix "A" of EM 385-1-1.

On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan with details of future phases to follow. A proposed outline for future phases must be submitted as part of the initial Accident Prevention Plan. Accident Prevention Plans will be reviewed for effectiveness by the Contractor at least monthly with a signature sheet signed and dated documenting that these reviews took place. Proposed revisions of the Accident Prevention Plan by the Contractor shall be submitted to the USACE Contracting Officer or authorized representative for review, and acceptance or denial, prior to becoming effective.

3.9.4 Asbestos Containing Materials

Asbestos containing material (ACM) will not be used in the design of new structures or systems. In the event no other material is available which will perform the required function or where the use of other material would be cost prohibitive, a waiver for the use of asbestos containing materials must be obtained from CETAC.

3.9.5 Existing Construction

Asbestos containing materials (ACM) presently included in existing construction to be rehabilitated or otherwise modified as a result of this project, shall be removed and a non-asbestos containing material substituted in lieu thereof.

3.9.6 Suspected Asbestos Containing Materials

All such structures and systems shall be inspected to determine the presence or probable presence of ACM. When ACM is suspected, a documented survey will be performed. The survey will be developed into an abatement design and will be made a part of the design documents. In the event no other material is available which will perform the required function or the use of a substitute material would be cost prohibitive due to initial cost and tear-out of existing construction, a waiver for the retention of the asbestos containing material must be obtained from the Contracting Officer.

3.10. Architectural/Interior Design

The Contractor shall provide samples, literature or schedules, as indicated below.

3.10.1 Prior to ordering materials provide a Door and Hardware Schedule with manufacturer's data sheets.

3.11 Finish Materials

Provide prior to ordering materials, a minimum of three (3) color boards of all approved selections. This includes but is not limited to paints, carpets, ceramic tile, etc.

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Qal e-ye Kah, Afghanistan

3.11.1 Other Information

Any other information or computations required to permit verification that the design complies with the design criteria, codes, and standards and is satisfactory for the intended purpose.

3.11.2 Catalog Cuts

As a minimum, catalog cuts for all major items of equipment shall be submitted. Catalog cuts shall be a part of the Submittals.

3.12 Equipment Sizing

Equipment sizing calculations to support the selection of all equipment shall be shown in the design analysis.

3.12.1 Special Mechanical Systems and Equipment

Equipment sizing calculations to support the selection of all equipment and seismic supports shall be shown in the design analysis.

3.12.2 Electrical

3.12.3 Narrative

Contractor shall provide generators for building power. Power from the local utility will not be used at this time.

3.12.4 Specifications

Contractor shall provide specifications for each system to be provided under this contract. Specifications shall indicate applicable design standards and criteria followed, standards that the selected equipment and material shall comply with, method of equipment installation, and other construction requirements that the designer may see fit.

3.12.5 Catalog Cuts

The catalog cuts shall be provided for all types of equipment to be installed under this contract. Cuts shall include the manufacturers name, address and the telephone number; rating and physical size of equipment; and the standard it meets, such as ASTM or equivalent DIN, BS, or UL. Equipment or device selected by the designer shall be identified on a catalog cut which lists multiple items.

3.13 SUBMITTAL OF CONTRACTOR FURNISHED DESIGN DRAWINGS

The following specific items shall be shown on the drawings when applicable, for each submittal.

3.13.1 Generators, Panels, Electrical items. Refer to specification section 01015.

3.14 TECHNICAL REQUIREMENTS

3.14.1 Architectural

Each submittal shall include the following:

3.14.2 Floor Plans

Provide a floor plan showing functional arrangements and circulation elements to scale, as well as the following:

- a. All major dimensions.
- b. Functional identification of each area.
- c. Openings in walls.
- d. Adjacent site related features such as stoops, etc.

3.14.3 Building Elevations each Elevation

shall show the following:

- a. Changes to fenestration.
- b. Identification of all building materials.
- c. Clear definition of new and existing elements.

3.14.4 Building Sections

Provide Building Sections showing placement of electrical features where applicable.

3.14.5 Reflected Ceiling Plan

Provide a reflected ceiling plan showing placement of electrical features, lighting, exit signs etc.

3.14.6 Heating 01015 TECHNICAL REQUIREMENTS

3.14.7 Drawing Requirements

The following specific items shall be shown when applicable.

- a. Cut Sheets and Specifications on equipment used

3.15 GOVERNMENT APPROVED CONSTRUCTION

SUBMITTALS (Required During Construction)

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01335-245

3.15.1 General

Since this contract requires that the drawings and specifications specify specific proprietary materials, equipment, systems, and patented processes by trade name, make, or catalog number, it is anticipated that construction shop drawings will primarily be limited to construction plans (e.g., Contractor Quality Control, Accident Prevention, Resident Management System, Area Use etc), schedules (Project Schedule), certificates of compliance, reports, records/statements and variations.

3.15.1.1 Variations

After design submittals have been reviewed and cleared for construction by the Contracting Officer, no submittal for the purpose of substituting materials, equipment, systems, and patented processes will be considered by the Government unless submitted in accordance with the paragraph entitled VARIATIONS.

3.15.1.2 Additional Shop Drawings and Submittals

In accordance with the paragraph entitled DESIGN DISCREPANCIES, the Government may request the Design-Build Contractor to provide additional shop drawing and submittal type data subsequent to completion of the design.

3.15.2 Incomplete Design

The Design-Build Contractor shall not use construction submittals as a means to supplant and/or supplement an incomplete design effort.

3.15.3 Government Approval of Construction Submittals

The approval of construction submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of design construction, materials, detailing and other information are satisfactory. Approval will not relieve the Design-Build Contractor of the responsibility for any error which may exist, as it is the sole responsibility of the Design-Build Contractor to certify that each submittal has been reviewed in detail and is in strict conformance with all the contract documents and design criteria referenced therein.

3.15.4 Submittals

Submittals (other than shop drawings) shall be limited to items such as Plans (e.g., Quality Control Plan, Accident Prevention Plan, Area Use Plan etc.), Certificates of Compliance, Installation Instructions, Manufacturer's Catalog Data, Descriptive Literature/Illustrations, Factory and Field Test Reports, Performance and Operational Test Data Reports, Records, Operation and Maintenance Manuals, and required variations.

3.15.5 Government Review

Upon completion of review of construction submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Three (3) copies of the submittal will be retained by the Contracting Officer and one (1) copy of the submittal will be returned to the Design-Build Contractor.

3.15.6 For Information Only Submittals

These submittals shall be checked, stamped, signed and dated by the Design-Build Contractor's Quality Control Engineer, certifying that such submittal complies with the contract requirements. All Contractor submittals shall be subject to review by the Government at any time during the course of the contract. Any Contractor submittal found to contain errors or omissions shall be resubmitted as one requiring "approval". No adjustment for time or money will be allowed for corrections required as a result of noncompliance with plans or specifications. Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Design-Build Contractor to resubmit any item found not to comply with the contract. This does not relieve the Design-Build Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Officer from requiring removal and replacement if nonconforming material is incorporated in the work.

3.16 ATTACHMENTS

The following attachments form an integral part of this specification:

ENG FORM 4025 - Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificate of Compliance (2 pages)

TAC FORM 122-E - Contractor Furnished Design Documents Submittal Register (NOTE: NOT USED)

ENG FORM 4288 - Submittal Register

Figure 1 - Index Sheet Logo/Signature Block (A-E)

Figure 2 - Continuation Sheet Logo/Signature Block (A-E)

Figure 3 - Title Block for Continuation Sheets

Figure 4 - Revision Block

Figure 5 - Finished Format Size

Table of Submittals/Meetings Currently Required by Specifications:

Description:	Required by Specification Section:	Due by:
Planning Charette	01010 2.b	Within 7 days after award
Preconstruction Conference Meeting Minutes	01060 1.1.2	3 working days after meeting
Area Use Plan	01060 1.2	20 days after Notice to Proceed (NTP)
Outage of Utility Service Request	01060 1.11.1	15 days prior to commencement of outage
Preliminary As-builts	01060 1.25.2.j	Final inspection; After comments are received, return to Contracting Officer (CO) within 10 days
Final As-builts	01060 1.25.3.h	30 days after approval of As-builts
Accident Prevention Plan (APP)	01060 1.28.1	15 days of NTP and at least 10 days prior to the Accident Prevention prework conference
Initial Submittal of Operation and Maintenance(O&M) Manuals	01060 1.32.2.4	NLT 90 days following equipment item selection approval
Systems O&M Manuals	01060 1.32.3.2	NLT 30 days prior to the construction completion date.
Correction to errors found in O&M manuals during systems testing and validation.	01060 1.32.5	14 days of completion of each test and validation
Preliminary planning, scheduling, and coordination of training	01060 1.36.4	30 days after receipt of notification of award
Outline of Proposed Training Plan	01060 1.36.5	NLT than 45 days after NTP
Proposed Training Plan	01060 1.36.6	NLT 90 days prior to start of any training
Resubmittal of training documents	01060 1.36.6	20 days after notice from CO
TAC Form 356	01060 1.36.7	10 working days after completion of O&M training
Security Plan	01060 1.53.3	15 days after NTP

Original Drawings	01335 2.5.2	7 days after contract award and in time for Charette
Conference Minutes	01335 3.5.1	7 days after conference
Concept Review (35%)	01335 3.5.4.1	21 days after NTP
Concept Review Submittal (65%)	3.10.1 (After 3.5.4.1)	42 days after NTP
Review Submittal (95%)	01335 3.5.4.2	64 days after NTP
Final Review Submittal (100%)	01335 3.5.4.3	100 days after NTP
Recommendation for correcting design error	01335 3.5.4.9	3 days after notification of error
Design Quality Control Plan	01450 1.2	15 days after NTP
Construction Quality Control Plan	01450 1.2	45 days after NTP

-- End of Section --

METRIC MEAS 1415

SECTION 01415

METRIC MEASUREMENTS

1.1 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.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM E 380 (1993) Practice for Use of the International System of Units (SI)

ASTM E 621 (1994) Practice for Use of Metric (SI) Units in Building Design and Construction

1.2 GENERAL

This project includes metric units of measurements. The metric units used are the International System of Units (SI) developed and maintained by the General Conference on Weights and Measures (CGPM); the name International System of Units and the international abbreviation SI were adopted by the 11th CGPM in 1960. A number of circumstances require that both metric

SI units and English inch-pound (I-P) units be included in a section of the specifications. When both metric and I-P measurements are included, the section may contain measurements for products that are manufactured to I-P dimensions and then expressed in mathematically converted metric value (soft metric) or, it may contain measurements for products that are manufactured to an industry recognized rounded metric (hard metric) dimensions but are allowed to be substituted by I-P products to comply with the law. Dual measurements are also included to indicate industry and/or Government standards, test values or other controlling factors, such as the code requirements where I-P values are needed for clarity or to trace back to the referenced standards, test values or codes.

1.3 USE OF MEASUREMENTS

Measurements shall be either in SI or I-P units as indicated, except for soft metric measurements or as otherwise authorized. When only SI or I-P measurements are specified for a product, the product shall be procured in the specified units (SI or I-P) unless otherwise authorized by the Contracting Officer. The Contractor shall be responsible for all associated labor and materials when authorized to substitute one system of units for another and for the final assembly and performance of the specified work and/or products.

1.3.1 Hard Metric

A hard metric measurement is indicated by an SI value with no expressed correlation to an I-P value, i.e., where an SI value is not an exact mathematical conversion of an I-P value, such as the use of 100 mm in lieu of 4 inches. Hard metric measurements are often used for field data such as distance from one point to another or distance above the floor. Products are considered to be hard metric when they are manufactured to metric dimensions or have an industry recognized metric designation.

1.3.2 Soft Metric

a. A soft metric measurement is indicated by an SI value which is a mathematical conversion of the I-P value shown in parentheses (e.g. 38.1 mm (1-1/2 inches)). Soft metric measurements are used for measurements pertaining to products, test values, and other situations where the I-P units are the standard for manufacture, verification, or other controlling factor. The I-P value shall govern while the metric measurement is provided for information.

b. A soft metric measurement is also indicated for products that are manufactured in industry designated metric dimensions but are required by law to allow substitute I-P products. These measurements are indicated by a manufacturing hard metric product dimension followed by the substitute I-P equivalent value in parentheses (e.g., 190 x 190 x 390 mm (7-5/8 x 7-5/8 x 15-5/8 inches)).

1.3.3 Neutral

A neutral measurement is indicated by an identifier which has no expressed relation to either

an SI or an I-P value (e.g., American Wire Gage (AWG) which indicates thickness but in itself is neither SI nor I-P).

1.4 COORDINATION

Discrepancies, such as mismatches or product unavailability, arising from use of both metric and non-metric measurements and discrepancies between the measurements in the specifications and the measurements in the drawings shall be brought to the attention of the Contracting Officer for resolution.

1.5 RELATIONSHIP TO SUBMITTALS

Submittals for Government approval or for information only shall cover the SI or I-P products actually being furnished for the project. The Contractor shall submit the required drawings and calculations in the same units used in the contract documents describing the product or requirement unless otherwise instructed or approved. The Contractor shall use ASTM E 380 and ASTM E 621 as the basis for establishing metric measurements required to be used in submittals.

-- End of Section --

METRIC MEASU 1415

SECTION 01415

METRIC MEASUREMENTS

1.1 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.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM E 380 (1993) Practice for Use of the International

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System of Units (SI)

ASTM E 621 (1994) Practice for Use of Metric (SI) Units in Building Design and Construction

1.2 GENERAL

This project includes metric units of measurements. The metric units used are the International System of Units (SI) developed and maintained by the General Conference on Weights and Measures (CGPM); the name International System of Units and the international abbreviation SI were adopted by the 11th CGPM in 1960. A number of circumstances require that both metric SI units and English inch-pound (I-P) units be included in a section of the specifications. When both metric and I-P measurements are included, the section may contain measurements for products that are manufactured to I-P dimensions and then expressed in mathematically converted metric value (soft metric) or, it may contain measurements for products that are manufactured to an industry recognized rounded metric (hard metric) dimensions but are allowed to be substituted by I-P products to comply with the law. Dual measurements are also included to indicate industry and/or Government standards, test values or other controlling factors, such as the code requirements where I-P values are needed for clarity or to trace back to the referenced standards, test values or codes.

1.3 USE OF MEASUREMENTS

Measurements shall be either in SI or I-P units as indicated, except for soft metric measurements or as otherwise authorized. When only SI or I-P measurements are specified for a product, the product shall be procured in the specified units (SI or I-P) unless otherwise authorized by the Contracting Officer. The Contractor shall be responsible for all associated labor and materials when authorized to substitute one system of units for another and for the final assembly and performance of the specified work and/or products.

1.3.1 Hard Metric

A hard metric measurement is indicated by an SI value with no expressed correlation to an I-P value, i.e., where an SI value is not an exact mathematical conversion of an I-P value, such as the use of 100 mm in lieu of 4 inches. Hard metric measurements are often used for field data such as distance from one point to another or distance above the floor. Products are considered to be hard metric when they are manufactured to metric dimensions or have an industry recognized metric designation.

1.3.2 Soft Metric

- a. A soft metric measurement is indicated by an SI value which is a mathematical conversion of the I-P value shown in parentheses (e.g. 38.1 mm (1-1/2 inches)). Soft metric measurements are used for measurements pertaining to products, test values, and other situations where the I-P units are the standard for manufacture, verification, or other controlling factor. The I-P value shall govern while the metric measurement is provided for information.

b. A soft metric measurement is also indicated for products that are manufactured in industry designated metric dimensions but are required by law to allow substitute I-P products. These measurements are indicated by a manufacturing hard metric product dimension followed by the substitute I-P equivalent value in parentheses (e.g., 190 x 190 x 390 mm (7-5/8 x 7-5/8 x 15-5/8 inches)).

1.3.3 Neutral

A neutral measurement is indicated by an identifier which has no expressed relation to either an SI or an I-P value (e.g., American Wire Gage (AWG) which indicates thickness but in itself is neither SI nor I-P).

1.4 COORDINATION

Discrepancies, such as mismatches or product unavailability, arising from use of both metric and non-metric measurements and discrepancies between the measurements in the specifications and the measurements in the drawings shall be brought to the attention of the Contracting Officer for resolution.

1.5 RELATIONSHIP TO SUBMITTALS

Submittals for Government approval or for information only shall cover the SI or I-P products actually being furnished for the project. The Contractor shall submit the required drawings and calculations in the same units used in the contract documents describing the product or requirement unless otherwise instructed or approved. The Contractor shall use ASTM E 380 and ASTM E 621 as the basis for establishing metric measurements required to be used in submittals.

-- End of Section --

SOUR FOR REF 1420

SECTION 01420

SOURCES FOR REFERENCE PUBLICATIONS

Border Police Battalion HQ, Qal e-ye Kah

01335-253

Qal e-ye Kah, Afghanistan

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

ACI INTERNATIONAL (ACI)
P.O. Box 9094
Farmington Hills, MI 48333-9094
Ph: 248-848-3700
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Fax: 703-741-6068
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Qal e-ye Kah, Afghanistan

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-- End of Section --

DESIGN AND CONST 1450

SECTION 01450

DESIGN AND CONSTRUCTION QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

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

ASTM INTERNATIONAL (ASTM)

ASTM A 880 (1995) Criteria for Use in Evaluation of Testing Laboratories and Organizations for Examination and Inspection of Steel, Stainless Steel, and Related Alloys

ASTM C 1077 (2003) Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation

ASTM D 3666 (2003) Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

ASTM D 3740 (2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (2002) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

ASTM E 543 (2002) Agencies Performing Nondestructive Testing

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety -- Safety and Health Requirements

Border Police Battalion HQ, Qal e-ye Kah

Qal e-ye Kah, Afghanistan

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1.2 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 the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01335 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Design Quality Control (DQC) Plan; G
Construction Quality Control (QC) Plan; G

Submit a DQC plan within 15 calendar days following the Notice to Proceed (NTP). Submit a Construction QC plan within 45 calendar days after NTP. The QC Plan shall include a preliminary submittal of the list of definable features of work that shall cover the first 60 days of construction. The design development efforts shall be included as a definable feature of the Network Analysis Schedule. Submit the completed list of definable features of work in conjunction with the Accepted Network Analysis Schedule, but prior to commencement of any of the associated work activities.

Acceptance by the Government of the QC Plan shall be considered to be "accepted as noted, re-submittal required" and will be in effect only until the completed list of definable features of work is received and accepted. If the completed list of definable features of work and accepted network schedule is not received within the time indicated in Section 01320 PROJECT SCHEDULE, the QC Plan will become rejected and all work, except for the work authorized in the paragraph entitled "Preliminary Construction Work Authorized Prior to Acceptance," will stop.

The most recent draft or the accepted DQC Plan and CQ Plan, shall be uploaded to and accessible on the Contractor's Project FTP site.

1.3 INFORMATION FOR THE CONTRACTING OFFICER

(Prior to commencing work on construction, the Contractor can download a single copy set of the current report forms. See Section 1.17.11 Report Forms.) The report forms will consist of the Contractor Production Report, Contractor Production Report (Continuation Sheet), Contractor Quality Control Report, Contractor Quality Control Report (Continuation Sheet), Preparatory Phase Checklist, Initial Phase Checklist, Rework Items List, and Testing Plan and Log. Other reports referenced below may be in formats customarily used by the Contractor, Testing Laboratories, etc. and will contain the information required by this specification.

Deliver the following to the Contracting Officer during Design:

- a. DQC Meeting Minutes and Reports: Provide minutes or reports within 3 working days after any meeting or decision is made. This report shall include copies of any meeting minutes that take place and/or the minutes of the Design Status Meeting.

b. DQC Certification: as required by the paragraph entitled Design Quality Control Report Certification.

Deliver the following to the Contracting Officer during Construction:

a. Contractor Quality Control Report: Submit the report by 10:00 AM the next working day after each day that work is performed

b. Contractor Production Report: Submit the report by 10:00 AM the next working day after each day that work is performed.

c. Preparatory Phase Checklist: Submit the report in the same manner as the Contactor Quality Control Report, original attached to the original Contractor Quality Control Report and 1 copy attached to each QC Report copy.

d. Initial Phase Checklist: Submit the report in the same manner as the Contactor Quality Control Report, original attached to the original Contractor Quality Control Report and 1 copy attached to each QC Report copy.

e. QC Specialist Reports: Submit the report by 10:00 AM the next working day after each day that work is performed.

f. Field Test Reports: Within 2 working days after the test is performed, submit the report as an attachment to the Contactor Quality Control Report.

g. Monthly Summary Report of Tests: Submit the report as an attachment to the Contactor Quality Control Report.

h. Testing Plan and Log: Submit the report as an attachment to the Contactor Quality Control Report, at the end of each month.

i. Rework Items List: Submit entries to this report daily, in the same manner as the Contractor Quality Control Report.

j. QC Meeting Minutes: Within 2 working days after the meeting, submit the minutes as an attachment to the Contactor Quality Control Report.

k. QC Certifications: As required by the paragraph entitled "QC Certifications."

1.4 QC PROGRAM REQUIREMENTS

Establish and maintain a QC program as described in this section. The QC program consists of a DQC and QC Organization, both under the cognizance of the Project Quality Control Manager, (hereafter known as the QC Manager); DQC and QC Plan(s), DQC and QC Plan Meeting(s), a Coordination and Mutual Understanding Meeting, DQC meetings and QC meetings, three phases of control, submittal review and approval, testing, completion inspections, and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations

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which comply with the requirements of this Contract. The QC program shall cover on-site and off-site work and shall be keyed to the work sequence. No construction work or testing may be performed unless the QC Manager is on the work site. The QC Manager shall report to an officer of the firm and shall not be subordinate to the Project Superintendent or the Project Manager. The QC Manager, Project Superintendent, DQC Manager, and Project Manager must work together effectively. Although the Quality Control Manager is the primary individual responsible for quality control, all three individuals will be held responsible for the quality of work on the job. The project superintendent will be held responsible for the quality of production. The Contractor's CQC organization shall include a QC System Manager, alternate QC System Manager, and identified staff at each and every location and construction site.

1.4.1 Acceptance of the Design Quality Control (DQC) Plan

Acceptance of the Contractor's DQC Plan is required prior to continuing design after contract award. Acceptance is conditional and will be predicated on satisfactory performance during design and construction. The Government reserves the right to require the Contractor to make changes in the DQC Plan and operations, including removal of the DQC Manager or other design personnel, as necessary, to obtain the quality of design specified. The Contracting Officer will notify the Contractor in writing of the acceptance of the DQC Plan. After acceptance, any changes proposed by the Contractor are subject to the acceptance of the Contracting Officer.

1.4.2 Preliminary Construction Work Authorized Prior to Acceptance

The only construction work that is authorized to proceed prior to the acceptance of the Construction QC Plan is mobilization of storage and office trailers, temporary utilities, and surveying.

1.4.3 Acceptance of the Construction Quality Control (QC) Plan

Acceptance of the Construction QC Plan is required prior to the start of construction. The Contracting Officer reserves the right to require changes in the QC Plan and operations as necessary, including removal of personnel, to ensure the specified quality of work. The Contracting Officer reserves the right to interview any member of the QC organization at any time in order to verify the submitted qualifications. All QC organization personnel shall be subject to acceptance by the Contracting Officer. The Contracting Officer may require the removal of any individual for non-compliance with quality requirements specified in the contract.

1.4.4 Notification of Changes

Notify the Contracting Officer, in writing, of any proposed change, including changes to the DQC Plan or changes in the QC organization personnel, a minimum of seven calendar days prior to a proposed change. Proposed changes shall be subject to acceptance by the Contracting Officer.

1.5 QC ORGANIZATION

1.5.1 QC Manager

1.5.1.1 Duties

Provide a QC Manager at the work site to implement and manage the QC program. The only duties and responsibilities of the QC Manager are to manage and implement the QC program on this contract. The QC Manager shall not be designated as the safety competent person as defined by EM 385-1-1. The QC Manager is required to attend the Pre-Construction Conference, design planning, design presentation and review meetings, Partnering Meetings, QC Plan Meetings, attend the Coordination and Mutual Understanding Meeting, conduct the QC meetings, perform the three phases of control except for those phases of control designated to be performed by QC specialists, perform submittal review and approval, ensure testing is performed and provide QC certifications and documentation required in this contract. The QC Manager is responsible for managing and coordinating the three phases of control and documentation performed by the QC specialists, Testing Laboratory personnel and any other inspection and testing personnel required by this Contract. The QC Manager is the manager of all QC Activities.

1.5.1.2 Qualifications

A graduate of a four year accredited college or university program in one of the following disciplines: Engineering, Architecture, Construction Management, Engineering Technology, Building Construction, or Building Science, with a minimum of 10 years experience as a superintendent, QC Manager, project manager, project engineer or construction manager on similar size and type construction contracts which included the major trades that are part of this Contract. The individual shall have at least 2 years experience as a QC Manager. The individual must be familiar with the requirements of EM 385-1-1, and have experience in the areas of hazard identification and safety compliance.

1.5.2 Design QC (DQC) Manager

1.5.2.1 DQC Manager Duties

Provide a DQC Manager as key person for the design, who is responsible for the design integrity, professional design standards and all services required by this design-build contract and Request for Proposal (RFP). The DQC shall be subordinate to the QC Manager, and shall have no other duties on the project other than Design Quality Control. The DQC Manager is responsible for development of the DQC Plan, incorporation and maintenance of the approved Design Schedule, which ultimately will become the initial portion of the overall project schedule, and the preparation of DQC Reports and minutes of all design meetings. The DQC Manager is required to attend the Post Award Conference, all design planning meetings, design presentations, partnering, DQC review meetings, and the DQC Plan Meeting. The DQC Manager may also perform the duties of the project designer's Project Manager. The DQC Manager implements the DQC plan and shall remain on staff until completion of the project. The DQC Manager has the responsibility for being cognizant of and assuring that all design documents on the project have been developed in accordance with the RFP, and been properly coordinated. The DQC Manager shall perform submittal review and approval functions for the QC Manager. The DQC Manager shall coordinate all factory and on-site testing, Testing

Laboratory personnel and any other inspection and testing personnel required by this Contract.

1.5.2.2 DQC Manager Qualifications

The DQC Manager must be an individual with a minimum of 10 years experience as a design Architect or Engineer on similar size and type designs and or design-build contracts. Submit a resume, on the DQC qualifications, for approval of the Contracting Officer. Provide education, experience, and management capabilities on similar size and type contracts.

1.5.3 Construction Quality Management Training

In addition to the above experience and education requirements, the DQC Manager and QC Manager shall have completed the course entitled "Construction Quality Management for Contractors." If the QC Manager and/or the DQC Manager do not have a current certification, they shall obtain the CQM for Contractors course certification within 90 days of award. This course is periodically offered by the Naval Facilities Engineering Command and the Army Corps of Engineers. Contact the Contracting Officer for information on the next scheduled available CQM Training Class.

1.5.4 Alternate DQC and QC Manager Duties and Qualifications

Designate an alternate for the DQC and QC Managers at the work site to serve in the event of the designated DQC or QC Manager's absence. The period of absence may not exceed two weeks at one time, and not more than 30 workdays during a calendar year. The qualification requirements for the Alternate DQC and QC Manager[s] shall be the same as for the principle DQC and QC managers.

1.5.5 QC Specialists Duties and Qualifications

Provide a separate QC specialist at the work site for each of the areas of responsibilities, specified below, who shall assist and report to the QC Manager and who shall have no duties other than their assigned quality control duties. QC specialists are required to attend the Coordination and Mutual Understanding Meeting, QC meetings, and be physically present at the construction site to perform the three phases of control and prepare documentation for each definable feature of work in their area of responsibility. These individuals shall be directly employed by the prime Contractor and may not be employed by a supplier or sub-contractor on this project, and have the necessary education and/or experience in accordance with the experience matrix listed herein.

Experience Matrix Area Qualifications

- a. Civil QC - Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
- b. Mechanical QC - Graduate Mechanical Engineer with 2 yrs experience or technician with 5 yrs related experience
- c. Electrical QC - Graduate Electrical Engineer with 2 yrs related experience or technician with 5 yrs related experience

d. Structural QC - Graduate Structural Engineer with 2 yrs experience or technician with 5 yrs related experience

e. Architectural QC - Graduate Architect with 2 yrs experience or technician with 5 yrs related experience

f. Submittals QC - Submittal Clerk with 1 yr experience

1.5.6 QC Administrative Assistant

Provide an Administrative Assistant at the work site until the work has been accepted. The primary duty shall be to assist the Project QC Manager in processing and maintaining files for submittals, preparing and publishing reports and meeting minutes. After primary duties are accomplished, other duties may be assigned provided the duties do not interfere with primary duties.

1.6 QUALITY CONTROL (QC) PLANS

1.6.1 Design Quality Control (DQC) Plan

The Contractor's Designer of Record's organization shall provide and maintain a DQC Plan as an effective quality control program which will assure that all design services required by this contract are performed and provided in a manner that meets generally accepted professional architectural and engineering quality standards. As a minimum, competent, independent professional reviewers identified in the DQC Plan shall technically review all documents. The Contractor shall correct errors and deficiencies in the design documents, identified by the DQC Manager's review efforts, prior to submitting them to the Government. The DQC Manager shall refer to the Unified Facilities Criteria (UFC) design specific requirements (www.wbdg.org/ndbm).

The DQC Plan documents the proposed method and responsibilities for accomplishing commissioning activities during the design phase of the project. A plan must be provided for each and every location and construction site.

1.6.1.1 DQC Plan Requirements

Provide, for acceptance by the Contracting Officer, a DQC plan submitted in a 3-ring binder with pages numbered sequentially that includes the following:

a. A table of contents listing the major sections identified with tabs in the following order:

- I. DQC ORGANIZATION
- II. NAME, QUALIFICATIONS AND DUTIES OF THE DQC MANAGER
- III. DESIGN ORGANIZATIONS
- IV. APPOINTMENT LETTERS
- V. SUBMITTAL PROCEDURES
- VI. LIST OF DESIGN DELIVERABLES
- VII. DOCUMENTATION PROCEDURES AND STATUS REPORTS
- VIII. SYSTEMS LIST

b. A chart showing the DQC organizational structure.

c. Name and qualifications, in resume format, along with Duties responsibilities and authority of the DQC Manager as specified in this specification.

d. Design Organizations such as the prime A/E and any consulting engineering firms or individual professionals assigned to this Project Design Team. Provide the names and professional affiliation of all the Design Team members assigned this Project.

e. A letter signed by an officer of the Design Build (DB) firm (that has this contract) appointing the DQC Manager and Alternate DQC Manager and stating that they are responsible for implementing and managing the DQC Program as described in this contract. Include in this letter the responsibility of the DQC Manager to implement and manage the Design portion of this DB contract and their authority to change the design or direction of design, which may not be in compliance with the RFP. Also state that the DQC Manager shall report to the QC Manager as required.

f. Provide a description of the management and controls process proposed for reviewing, approving and managing design submittals.

g. As a minimum the list of design deliverables shall include but not limited to those identified in the RFP.

h. Indicate Documentation Procedures including weekly DQC Reports to the QC Manager. Maintain current and complete records of design activities, providing a weekly design status report to the QC Manager and the Contracting Officer.

1.6.2 Construction Quality Control (QC) Plan

1.6.2.1 Requirements

The Construction QC Plan documents the proposed method and responsibilities for accomplishing commissioning activities during the construction of the project. Provide, for acceptance by the Contracting Officer, a Construction QC plan submitted in a 3-ring binder with pages numbered sequentially that covers both on-site and off-site work and includes the following:

a. A table of contents listing the major sections identified with tabs in the following order:

- I. QC ORGANIZATION
- II. NAMES AND QUALIFICATIONS
- III. DUTIES, RESPONSIBILITY AND AUTHORITY OF QC PERSONNEL
- IV. OUTSIDE ORGANIZATIONS
- V. APPOINTMENT LETTERS
- VI. SUBMITTAL PROCEDURES AND INITIAL SUBMITTAL REGISTER
- VII. TESTING LABORATORY INFORMATION
- VIII. TESTING PLAN AND LOG
- IX. PROCEDURES TO COMPLETE REWORK ITEMS
- X. DOCUMENTATION PROCEDURES
- XI. LIST OF DEFINABLE FEATURES

XII. PROCEDURES FOR PERFORMING THE THREE PHASES OF CONTROL
XIII. PERSONNEL MATRIX
XIV. PROCEDURES FOR COMPLETION INSPECTION

- b. A chart showing the QC organizational structure.
- c. Names and qualifications, in resume format, for each person in the QC organization. Include the CQM for Construction course certifications for the QC Manager and Alternate QC Manager as required by the paragraphs entitled "Construction Quality Management Training" and "Alternate QC Manager Duties and Qualifications".
- d. Duties, responsibilities and authorities of each person in the QC organization.
- e. A listing of outside organizations such as, architectural and consulting engineering firms that will be employed by the Contractor and a description of the services these firms will provide.
- f. Letters signed by an officer of the firm appointing the QC Manager and Alternate QC Manager and stating that they are responsible for implementing and managing the QC program as described in this contract. Include in this letter the responsibility of the QC Manager and Alternate QC Manager to implement and manage the three phases of quality control, and their authority to stop work which is not in compliance with the contract. The QC Manager shall issue letters of direction to all other QC specialists outlining their duties, authorities, and responsibilities. Copies of the letters shall be included in the QC plan.
- g. Procedures for reviewing, approving and managing submittals. Provide the name(s) of the person(s) in the QC organization authorized to review and certify submittals prior to approval. Provide the initial submittal of the Submittal Register as specified in section entitled "Submittal Procedures."
- h. Testing laboratory information required by the paragraphs entitled "Accreditation Requirements" or "Construction Materials Testing Laboratory Requirements", as applicable.
- i. A Testing Plan and Log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test.
- j. Procedures to identify, record, track and complete rework items.
- k. Documentation procedures, including proposed report formats.
- l. List of definable features of work. A definable feature of work (DFOW) is a task, which is separate and distinct from other tasks, has the same control requirements and work crews. The list shall be cross-referenced to the contractor's Construction Schedule and the specification sections. For projects requiring a Network Analysis

Schedule, the list of definable features of work shall include but not be limited to all critical path activities.

m. Procedures for Performing the Three Phases of Control. For each DFOW, provide the DFOW-specific Preparatory and Initial Phase Checklists. Each list shall include a breakdown of quality checks that will be used when performing the quality control functions, inspections, and tests required by the contract documents. The Preparatory and Initial Phases and meetings shall be conducted with a view towards obtaining quality construction by planning ahead and identifying potential problems for each definable feature of work.

n. A personnel matrix showing, for each section of the specification, who will review and approve submittals, who will perform and document the three phases of control, and who will perform and document the testing.

o. Procedures for Identifying and Documenting the Completion Inspection process. Include in these procedures the responsible party for punch out inspection, pre-final inspection, and final acceptance inspection.

1.7 DQC and QC PLAN MEETINGS

1.7.1 DQC Plan Meeting

Prior to start of design and following the Post Award Kickoff Meeting, the DQC Manager and their design A/E team along with the QC Manager shall meet with the Contracting Officer to discuss the DQC Plan and schedule requirements of this contract. The purpose of this meeting is to develop a mutual understanding of the DQC Plan requirements prior to plan development and submission.

1.7.2 QC Plan Meeting

Prior to submission of the QC Plan, The QC Manager will meet with the Contracting Officer to discuss the QC plan requirements of this contract. The purpose of this meeting is to develop a mutual understanding of the Construction QC plan requirements prior to plan development and submission and to agree on the Contractor's list of definable features of work.

1.8 COORDINATION AND MUTUAL UNDERSTANDING MEETING

After submission of the QC Plan, and prior to the start of construction, the QC Manager will meet with the Contracting Officer to present the QC program required by this Contract. The purpose of this meeting is to develop a mutual understanding of the QC details, including documentation, administration for on-site and off-site work, and the coordination of the Contractor's management, production and QC personnel. At the meeting, the Contractor will be required to explain in detail how three phases of control will be implemented for each definable feature of work. As a minimum, the Contractor's personnel required to attend shall include an officer of the firm, the project manager, project superintendent, QC Manager, Alternate QC Manager, QC specialists, DQC Manager, A/E, and subcontractor representatives. Each subcontractor who will be assigned QC responsibilities shall have a principal of the firm at the meeting. Minutes of the meeting will be prepared by the QC Manager and signed by the Contractor, the A/E, and the Contracting Officer. A copy of the signed minutes shall be provided to all attendees by the Contractor and shall be included in the QC Plan. Repeat the coordination and mutual understanding meeting when a new QC Manager is appointed.

1.9 DQC MEETINGS

After the start of design, the DQC Manager shall conduct, at a minimum, weekly meetings with the design team. The QC Manager shall participate in all meetings and the Contracting Officer will be given the opportunity to participate. The DQC Manager shall prepare the minutes of these meetings providing: progress and status of the design, schedule performance with details and correction periods, provide all forward planning ideas to keep design on schedule, provide update on any changes to the schedule. A copy of the meeting minutes shall be provided to the Contracting Officer. The QC Manger will attend all of these meeting and the Contracting Officer will be given the opportunity to attend. Notification of all monthly meetings will be given 5 working days in advance.

- a. Review the minutes of the previous meeting;
- b. Review the schedule and the status of work:
- c. Update the schedule showing actual start/finish dates, new activities, new relationships, remaining durations and establish new planned dates;
- d. Review the work to be accomplished in the next 2 weeks and documentation required;
- e. Assist in resolving Request for Information issues; and
- f. Address items that may require revising the DQC or QC Plan.

1.10 QC Meetings

After the start of construction, the QC Manager shall conduct weekly QC meetings at the work site with the project superintendent, QC specialists, and the DQC Manager. The QC Manager shall prepare the minutes of the meeting and provide a copy to the Contracting Officer within 2 working days after the meeting. The Contracting Officer may attend these meetings. The QC Manager shall notify the Contracting Officer at least 48 hours in advance of each meeting. As a minimum, the following shall be accomplished at each meeting:

- a. Review the minutes of the previous meeting;
- b. Review the schedule and the status of work:
 - (1) Work or testing accomplished since last meeting
 - (2) Rework items identified since last meeting
 - (3) Rework items completed since last meeting;
- c. Review the status of submittals:
 - (1) Submittals reviewed and approved since last meeting
 - (2) Submittals required in the near future;
- d. Review the work to be accomplished in the next 2 weeks and documentation required:
 - (1) Establish completion dates for rework items
 - (2) Update the schedule showing planned and actual dates of the preparatory, initial and follow-up phases, including testing and any other inspection required by this contract
 - (3) Discuss construction methods and the approach that will be used to provide quality construction by planning ahead and identifying potential problems for each definable feature of work
 - (4) Discuss status of off-site work or testing
 - (5) Documentation required;
 - (6) Discuss upcoming Activity Hazard Analyses:
- e. Resolve QC and production problems:
 - (1) Assist in resolving Request for Information issues; and
- f. Address items that may require revising the QC plan:
 - (1) Changes in QC organization personnel
 - (2) Changes in procedures;

- g. Review health and safety plan

1.11 THREE PHASES OF CONTROL

The Three Phases of Control shall adequately cover both on-site and off-site work and shall include the following for each definable feature of work.

1.11.1 Preparatory Phase

Notify the Contracting Officer at least 2 work days in advance of each preparatory phase. This phase shall include a meeting conducted by the QC Manager and attended by the QC specialists, the superintendent, and the foreman responsible for the definable feature. Document the results of the preparatory phase actions in the daily Contractor Quality Control Report and in the Preparatory Phase Checklist. Perform the following prior to beginning work on each definable feature of work:

- a. Review each paragraph of the applicable specification sections;
- b. Review the Contract drawings;
- c. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required;
- d. Review the testing plan and ensure that provisions have been made to provide the required QC testing;
- e. Examine the work area to ensure that the required preliminary work has been completed;
- f. Examine the required materials, equipment and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data;
- g. Discuss construction methods, construction tolerances, workmanship standards, and the approach that will be used to provide quality construction by planning ahead and identifying potential problems for each definable feature of work; and
- h. Review the safety plan and appropriate activity hazard analysis to ensure that applicable safety requirements are met, and that required Material Safety Data Sheets (MSDS) are submitted.

1.11.2 Initial Phase

Notify the Contracting Officer at least 2 work days in advance of each initial phase. When construction crews are ready to start work on a definable feature of work, conduct the initial phase with the QC Specialists, the superintendent, and the foreman responsible for that definable feature of work. Observe the initial segment of the definable feature of work to ensure that the work complies with Contract requirements. Document the results of the

initial phase in the daily Contractor Quality Control Report and in the Initial Phase Checklist. Repeat the initial phase for each new crew to work on-site, or when acceptable levels of specified quality are not being met. Perform the following for each definable feature of work:

- a. Establish the quality of workmanship required;
- b. Resolve conflicts;
- c. Ensure that testing is performed [by the approved laboratory], and
- d. Check work procedures for compliance with the Safety Plan and the appropriate activity hazard analysis to ensure that applicable safety requirements are met.

1.11.3 Follow-Up Phase

Perform the following for on-going work daily, or more frequently as necessary until the completion of each definable feature of work and document in the daily Contractor Quality Control Report:

- a. Ensure the work is in compliance with Contract requirements;
- b. Maintain the quality of workmanship required;
- c. Ensure that testing is performed by the approved laboratory;
- d. Ensure that rework items are being corrected; and
- e. Perform safety inspections.

1.11.4 Additional Preparatory and Initial Phases

Additional Preparatory and Initial Phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable QC organization, if there are changes in the on-site production supervision or work crew, if work on a definable feature is resumed after substantial period of inactivity, or if other problems develop.

1.11.5 Notification of Three Phases of Control for Off-Site Work

Notify the Contracting Officer at least two weeks prior to the start of the preparatory and initial phases.

1.12 SUBMITTAL REVIEW AND APPROVAL

Procedures for submission, review and approval of submittals are described in Section 01335 "Submittal Procedures for Design-Build Project."

1.13 TESTING

Except as stated otherwise in the specification sections, perform sampling and testing required under this Contract.

1.13.1 Accreditation Requirements

Construction materials testing laboratories performing work under this Contract will be required to submit the following:

- a. A copy of the Certificate of Accreditation and Scope of Accreditation by an acceptable laboratory accreditation authority.

Construction materials testing laboratories performing work under this Contract must be accredited by one of the laboratory accreditation authorities. The laboratory's scope of accreditation must include the ASTM standards listed in the paragraph titled "Construction Materials Testing Laboratory Requirements" as appropriate to the testing field. The policy applies to the specific laboratory performing the actual testing, not just the "Corporate Office".

1.13.2 Construction Materials Testing Laboratory Requirements

Provide an independent construction materials testing laboratory, or establish a laboratory, accredited by an acceptable laboratory accreditation authority to perform sampling and tests required by this Contract. Testing laboratories that have obtained accreditation by an acceptable laboratory accreditation authority listed in the paragraph entitled "Laboratory Accreditation Authorities" submit to the Contracting Officer, a copy of the Certificate of Accreditation and Scope of Accreditation. The scope of the laboratory's accreditation shall include the test methods required by the Contract. For testing laboratories that have not yet obtained accreditation by an acceptable laboratory accreditation authority listed in the paragraph entitled "Laboratory Accreditation Authorities" submit an acknowledgment letter from one of the laboratory accreditation authorities indicating that the application for accreditation has been received and the accreditation process has started, and submit to the Contracting Officer for approval, certified statements, signed by an official of the testing laboratory attesting that the proposed laboratory, meets or conforms to the ASTM standards listed below as appropriate to the testing field.

- a. Laboratories engaged in testing of construction materials shall meet the requirements of ASTM E 329.
- b. Laboratories engaged in testing of concrete and concrete aggregates shall meet the requirements of ASTM C 1077.
- c. Laboratories engaged in testing of bituminous paving materials shall meet the requirements of ASTM D 3666.
- d. Laboratories engaged in testing of soil and rock, as used in engineering design and construction, shall meet the requirements of ASTM D 3740.
- e. Laboratories engaged in inspection and testing of steel, stainless steel, and related alloys will be evaluated according to ASTM A 880.
- f. Laboratories engaged in nondestructive testing (NDT) shall meet the requirements of ASTM E 543.

1.13.3 Laboratory Accreditation Authorities

Laboratory Accreditation Authorities include:

National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology at <http://ts.nist.gov/ts/htdocs/210/214/214.htm>,

American Association of State Highway and Transportation Officials (AASHTO) program at <http://www.transportation.org/aashto/home.nsf/frontpage>,

International Accreditation Services, Inc. (IAS) at <http://www.iasonline.org>,

U. S. Army Corps of Engineers Materials Testing Center (MTC) at <http://www.wes.army.mil/SL/MTC/>, and

American Association for Laboratory Accreditation (A2LA) program at <http://www.a2la2.net/>

Furnish to the Contracting Officer, a copy of the Certificate of Accreditation and Scope of Accreditation. The scope of the laboratory's accreditation shall include the test methods required by the Contract.

1.13.4 Capability Check

The Contracting Officer retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this Contract.

1.13.5 Test Results

Cite applicable Contract requirements, tests or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. If the item fails to conform, notify the Contracting Officer immediately. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable. Test results shall be signed by a testing laboratory representative authorized to sign certified test reports. Furnish the signed reports, certifications, and other documentation to the Contracting Officer via the DQC and QC Manager. Furnish a summary report of field tests at the end of each month. Attach a copy of the summary report to the last daily Contractor Quality Control Report of each month.

1.13.6 Test Reports and Monthly Summary Report of Tests

The QC Manager shall furnish the signed reports, certifications, and a summary report of field tests at the end of each month to the contracting Officer. Attach a copy of the summary report to the last daily Contractor Quality

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Control Report of each month. A copy of the signed test reports and certifications shall be provided to the OMSI preparer for inclusion into the OMSI documentation.

1.14 QC CERTIFICATIONS

1.14.1 Design Quality Control Report Certification

The DQC Manager will provide QC certification for design compliance. Each DQC Report shall contain the following statement: "On behalf of the Contractor, I certify that this report is complete and correct and the design team is accomplishing this design in compliance with the RFP to the best of my knowledge, except as noted in this report." A copy of the final QC Certification for design compliance with a statement indicating final acceptance shall be provided to the Operations and Maintenance (O&M) data preparer for inclusion into the O&M documentation.

1.14.2 Contractor Quality Control Report Certification

Each Contractor Quality Control Report shall contain the following statement: "On behalf of the Contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge, except as noted in this report."

1.14.3 Invoice Certification

Furnish a certificate to the Contracting Officer with each payment request, signed by the QC Manager, attesting that the Design documents, and as-built drawings are current, coordinated and attesting that the work for which payment is requested, including [design submittals and stored material, is in compliance with contract requirements.

1.14.4 Completion Certification

Upon completion of work under this Contract, the QC Manager shall furnish a certificate to the Contracting Officer attesting that "the work has been completed, inspected, tested and is in compliance with the Contract."

1.15 COMPLETION INSPECTIONS

1.15.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Contract Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the QC Manager and the DQC Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved design, drawings, or specifications. Include in the punch list any remaining items on the "Rework Items List" which were not corrected prior to the Punch-Out Inspection. The punch list shall include the estimated date by which the deficiencies will be corrected. A copy of the punch list shall be provided to the Contracting Officer. The QC Manager or staff shall make follow-on inspections to ascertain that all deficiencies have been corrected. Once this is accomplished the Contractor shall notify the Government that the facility is ready for the Government "Pre-Final Inspection."

1.15.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government "Pre-Final Punch List" may be developed as a result of this inspection. The QC Manager shall ensure that all items on this list are corrected prior to notifying the Government that a "Final" inspection with the customer can be scheduled. Any items noted on the "Pre-Final" inspection shall be corrected in timely manner and shall be accomplished before the contract completion date for the work or any particular increment thereof if the project is divided into increments by separate completion dates.

1.15.3 Final Acceptance Inspection

The QC Manager, the QC specialists, the DQC Manager, the superintendent or other primary contractor management personnel, and the Contracting Officer's representative will be in attendance at this inspection. Additional Government personnel may be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the "Pre-Final Inspection". Notice shall be given to the Contracting Officer at least 14 days prior to the final inspection stating that all specific items previously identified to the Contractor as being unacceptable, along with all the remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the Contract Clause entitled "Inspection of Construction." When the Contracting Officer takes possession of partially completed work, it will be in accordance with Contract Clause "Use and Possession Prior to Completion".

1.16 Not Used

1.17 DOCUMENTATION

Maintain current and complete records of on-site and off-site QC program operations and activities.

1.17.1 DQC Documentation

DQC Documentation is required in this contract. The DQC Manager will provide DQC Reports. Include in this report the minutes and status of all design meetings, site visits, inspections, and schedule related activities as required in the RFP.

1.17.2 Contractor Production Report

Reports are required for each day that work is performed and shall accompany the submission of the Contractor Quality Control Report prepared for the same day. This requirement shall commence at the beginning of the construction phase of work and continue through final completion of the contract. Account for each calendar day throughout the life of the Contract. The reporting of work shall be identified by terminology consistent with the construction schedule. Contractor Production Reports are to be prepared, signed and dated by the project superintendent and shall contain the following information:

- a. Date of report, report number, name of contractor, Contract number, title and location of Contract and superintendent present.
- b. Weather conditions in the morning and in the afternoon including maximum and minimum temperatures.
- c. Identify work performed by corresponding Schedule Activity No., PC#, Modification No., etc.
- d. A list of Contractor and subcontractor personnel on the work site, their trades, employer, work location, description of work performed, hours worked by trade, daily total work hours on work site this date (include hours on continuation sheets), and total work hours from start of construction.
- e. A list of job safety actions taken and safety inspections conducted. Indicate that safety requirements have been met including the results on the following:
 - (1) Was a job safety meeting held this date? (If YES, attach a copy of the meeting minutes.)
 - (2) Were there any lost time accidents this date? (If YES, attach a copy of the completed OSHA report.)
 - (3) Was crane/manlift/trenching/scaffold/hv/electrical/high work/hazmat work done? (If YES, attach a statement or checklist showing inspection performed.)
 - (4) Was hazardous material/waste released into the environment? (If YES, attach a description of incident and proposed action.)

f. Identify Schedule Activity No. related to safety action and list safety actions taken today and safety inspections conducted.

g. Identify Schedule Activity No., Submittal # and list equipment/material received each day that is incorporated into the job.

h. Identify Schedule Activity No., Owner and list construction and plant equipment on the work site including the number of hours used.

i. Include a "remarks" section in this report which will contain pertinent information including directions received, problems encountered during construction, work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered and a record of visitors to the work site. For each remark given, identify the Schedule Activity No. that is associated with the remark.

1.17.2.1 Contractor Production Report (Continuation Sheet)

Additional space required to contain daily information on the Contractor Production Report will be placed on its Continuation Sheet(s). An unlimited number of Continuation Sheets may be added as necessary and attached to the Production Report.

1.17.3 Contractor Quality Control Report

Reports are required for each day that work is performed, including design work, and for every seven consecutive calendar days of no-work and on the last day of a no-work period. Account for each calendar day throughout the life of the Contract. The reporting of work shall be identified by terminology consistent with the construction schedule. Contractor Quality Control Reports are to be prepared, signed and dated by the Project QC Manager and shall contain the following information:

a. Date of report, report number, Contract Number, and Contract Title.

b. Indicate if Preparatory Phase work was performed today (Yes/No checkboxes).

c. If Preparatory Phase work was performed today (including on-site and off-site work), identify its Schedule Activity No. and Definable Feature of Work. The Index # is a cross reference to the Preparatory Phase Checklist. An example of the Index # is: 0025-P01, where "0025" is the Contractor Quality Control Report Number, "P" indicates Preparatory Phase, and "01" is the Preparatory Phase Checklist number(s) for this date. Each entry in this section must be accompanied with a corresponding Preparatory Phase Checklist.

d. Indicate if Initial Phase work was performed today (Yes/No checkboxes).

e. If Initial Phase work was performed today (including on-site and off-site work), identify its Schedule Activity No. and Definable Feature of

Work. The Index # is a cross reference to the Initial Phase Checklist. An example of the Index # is: 0025-I01, where "0025" is the Contractor Quality Control Report Number, "I" indicates Initial Phase, and "01" is the Initial Phase Checklist number(s) for this date. Each entry in this section must be accompanied with a corresponding Initial Phase Checklist.

f. Results of the Follow-up Phase inspections held today (including on-site and off-site work), including Schedule Activity No., the location of the definable feature of work, Specification Sections, etc. Indicate in the report for this definable feature of work that the work complies with the Contract as approved in the Initial Phase, work complies with safety requirements, and that required testing has been performed and include a list of who performed the tests.

g. List the rework items identified, but not corrected by close of business; along with its associated Schedule Activity Number.

h. List the rework items corrected from the rework items list along with the corrective action taken and its associated Schedule Activity Number.

i. Include a "remarks" section in this report which will contain pertinent information including directions received, quality control problem areas, deviations from the QC plan, construction deficiencies encountered, QC meetings held, acknowledgement that as-built drawings have been updated, corrective direction given by the QC Organization and corrective action taken by the Contractor. For each remark given, identify the Schedule Activity No. that is associated with the remark.

j. Contractor Quality Control Report certification, signature and date.

1.17.3.1 Contractor Quality Control Report (Continuation Sheet)

Additional space required to contain daily information on the Contractor Quality Control Report will be placed on its Continuation Sheet(s). An unlimited number of Continuation Sheets may be added as necessary and attached to the Contractor Quality Control Report.

1.17.4 Preparatory Phase Checklist

Each Definable Feature of Work that is in the Preparatory Phase shall have this checklist filled out for it. The checklist shall be identified by terminology consistent with the construction schedule. This checklist shall accompany the submission of the Contractor Quality Control Report of the same date.

- a. Specification Section, date of report, and Contract number shall be filled out. Duplicate this information in the header of the second page of the report.
- b. Definable Feature of Work, Schedule Activity No. and Index # entry and format will match entry in the Preparatory Phase section of the Contractor Quality Control Report. Duplicate this information in the header of the second page of the report.
- c. Personnel Present: Indicate the number of hours of advance notice that was given to the Government Representative and indicate (Yes/No checkboxes) whether or not the Government Rep was notified. Indicate the Names of Preparatory Phase Meeting attendees, their position and company/government they are with.
- d. Submittals: Indicate if submittals have been approved (Yes/No checkboxes), if no indicate what has not been submitted. Are materials on hand (Yes/No checkboxes) and if not, what items are missing. Check delivered material/equipment against approved submittals and comment as required.
- e. Material Storage: Indicate if materials/equipment is stored properly (Yes/No checkboxes) and if not, what action is/was taken.
- f. Specifications: Review and comment on Specification Paragraphs that describe the material/equipment, procedure for accomplishing the work and clarify any differences.
- g. Preliminary Work & Permits: Ensure preliminary work is in accordance with the contract documents and necessary permits are on file, if not, describe the action taken.
- h. Testing: Identify who performs tests, the frequency, and where tests are to occur. Review the testing plan, report abnormalities, and if the test facilities have been approved.
- i. Safety: Indicate if the activity hazard analysis has been approved (Yes/No checkboxes) and comment on the review of the applicable portions of the EM 385-1-1.
- j. Meeting Comments: Note comments and remarks during the Preparatory Phase Meeting that was not addressed in previous sections of this checklist.
- k. Other Items or Remarks: Note any other remarks or items that were a result of the Preparatory Phase.

1. QC Manager will sign and date the checklist.

1.17.5 Initial Phase Checklist

Each Definable Feature of Work that is in the Initial Phase shall have this checklist filled out for it. The checklist shall be identified by terminology consistent with the construction schedule. This checklist shall accompany the submission of the Contractor Quality Control Report of the same date.

a. Specification Section, date of report, and Contract number shall be entered.

b. Definable Feature of Work, Schedule Activity No. and Index # entry and format will match entry in the Initial Phase section of the Contractor Quality Control Report.

c. Personnel Present: Indicate the number of hours of advance notice that was given to the Government Representative and indicate (Yes/No checkboxes) whether or not the Government Rep was notified. Indicate the Names of Initial Phase Meeting attendees, their position and company/government they are with.

d. Procedure Compliance: Comment on compliance with procedures identified at Preparatory Phase of Control and assurance that work is in accordance with plans, specifications and submittals.

e. Preliminary Work: Ensure preliminary work being placed is in compliance and if not, what action is/was taken.

f. Workmanship: Identify where initial work is located; if a sample panel is required (Yes/No checkboxes); is the initial work the sample (Yes/No checkboxes); and if Yes, describe the panel location and precautions taken to preserve the sample.

g. Resolution: Comment on any differences and the resolutions reached.

h. Check Safety: Comment on the safety review of the job conditions.

i. Other: Note any other remarks or items that were a result of the Initial Phase.

j. QC Manager will sign and date the checklist.

1.17.6 Quality Control Validation

Establish and maintain the following in a series of 3 ring binders. Binders shall be divided and tabbed as shown below. These binders shall be readily available to the Government's Quality Assurance Team during all business hours.

a. All completed Preparatory and Initial Phase Checklists, arranged by specification section.

- b. All milestone inspections, arranged by Activity/Event Number.
- c. A current up-to-date copy of the Testing and Plan Log with supporting field test reports, arranged by specification section.
- d. Copies of all contract modifications, arranged in numerical order. Also include documentation that modified work was accomplished.
- e. A current up-to-date copy of the Rework Items List.
- f. Maintain up-to-date copies of all punch lists issued by the QC Staff on the Contractor and Sub-Contractors and all punch lists issued by the Government.

1.17.7 Reports from the QC Specialists

Reports are required for each day that work is performed in their area of responsibility. QC specialist reports shall include the same documentation requirements as the Contractor Quality Control Report for their area of responsibility. QC specialist reports are to be prepared, signed and dated by the QC specialists and shall accompany the submission of the Contractor Quality Control Report prepared for the same day.

1.17.8 Testing Plan and Log

As tests are performed, the DQC and/or the QC Manager shall record on the "Testing Plan and Log" the date the test was conducted, the date the test results were forwarded to the Contracting Officer, remarks and acknowledgement that an accredited or Contracting Officer approved testing laboratory was used. Attach a copy of the updated "Testing Plan and Log" to the last daily Contractor Quality Control Report of each month. A copy of the final "Testing Plan and Log" shall be provided to the OMSI preparer for inclusion into the OMSI documentation.

1.17.9 Rework Items List

The QC Manager shall maintain a list of work that does not comply with the Contract, identifying what items need to be reworked, the date the item was originally discovered, the date the item will be corrected by, and the date the item was corrected. There is no requirement to report a rework item that is corrected the same day it is discovered. Attach a copy of the "Rework Items List" to the last daily Contractor Quality Control Report of each month. The Contractor shall be responsible for including on this list items needing rework including those identified by the Contracting Officer.

1.17.10 As-Built Drawings

The QC Manager is required to ensure the as-built drawings are kept current on a daily basis and marked to show deviations which have been made from the Contract drawings. Ensure each deviation has been identified with the appropriate modifying documentation (e.g. PC No., Modification No., Request for Information No., etc.). The QC Manager or QC specialist assigned to an area of responsibility shall initial each deviation and each revision. Upon completion of work, the QC Manager shall furnish a certificate attesting to

the accuracy of the as-built drawings prior to submission to the Contracting Officer.

1.17.11 Report Forms

The following forms are acceptable for providing the information required by the paragraph entitled "Documentation." While the use of these specific formats is not required, any other format used shall contain the same information:

- a. Contractor Quality Control Report w/ continuation sheet(s).
- b. Contractor Production Report w/ continuation sheet(s).
- c. Preparatory Phase Checklist.
- d. Initial Phase Checklist.
- e. Testing Plan and Log.
- f. Rework Items List.

The above listed forms can be downloaded from the CCB website. Go to www.ccb.org then

1. Choose Browse CCB Libraries.
2. Choose Specifications Library.
3. Choose NAVFAC Specifications.
4. Choose NAVFAC Specifications graphics.
5. Choose Navy Graphics Table of Contents and then go to the specified Guide Spec and click on the needed graphic/table.

An alternate, more direct address is:

www.ccb.org/docs/NAVGRAPH/01450N.pdf

1.18 NOTIFICATION ON NON-COMPLIANCE

The Contracting Officer will notify the Contractor of any detected non-compliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time for excess costs or damages by the Contractor.

1.19 (Not used)

PART 2 PRODUCTS

(Not used)

Border Police Battalion HQ, Qal e-ye Kah

Qal e-ye Kah, Afghanistan

01335-318

PART 3 EXECUTION

(Not used)

-- End of Section --

SAFETY & OCCU 1525

**SPECIFICATION SECTION 01525
SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS
FOR PROJECTS IN EMERGING COUNTRIES– (January 2006)**

PART 1 GENERAL

For contractor safety on projects associated with this program, compliance with EM 385-1-1 safety requirements will be the long-term goal reached by growing a safety culture. This compliance will, by necessity, be achieved through a phased-in process. In the Commander's letter at the preface of the EM 385-1-1, he acknowledges that in OCONUS locations, strict compliance with the manual may not be possible – and through the hazard analysis process, safety measures can be developed to attain the same degree of safety.

This specification consists of two parts:

- 1) Sections 1.1 through 3.12.1, which are the standard safety specifications for work in Europe District and;
- 2) Appendix A, Phasing approach for safety in emerging countries where there is little or no national safety standards.

1.1 REFERENCES

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

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- | | |
|---------------------------|---|
| ANSI A10.32 | Personal Fall Protection - Safety Requirements for Construction and Demolition Operations |
| ANSI Z359.1(1992; R 1999) | Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components |
| ANSI/ASSE A10.34(2001) | Protection of the Public on or Adjacent to Construction Sites |

- | | |
|------------------|---------------------------|
| ASME B30.3(1996) | Construction Tower Cranes |
|------------------|---------------------------|

ASME INTERNATIONAL (ASME)

- | | |
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| ASME B30.22(2000) | Articulating Boom Cranes |
|-------------------|--------------------------|

Border Police Battalion HQ, Qal e-ye Kah

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Qal e-ye Kah, Afghanistan

ASME B30.5(2004) Mobile and Locomotive Cranes
ASME B30.8(2004) Floating Cranes and Floating Derricks

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10(2002) Portable Fire Extinguishers
NFPA 241(2000) Safeguarding Construction, Alteration, and Demolition Operations
NFPA 51B(2003) Fire Prevention During Welding, Cutting, and Other Hot Work
NFPA 70(2005) National Electrical Code
NFPA 70E(2004) Electrical Safety in the Workplace

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1(2003) Safety Safety and Health Requirements

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

29 CFR 1910 Occupational Safety and Health Standards (OSHA)
29 CFR 1910.146 Permit-required Confined Spaces
29 CFR 1915 Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment
29 CFR 1919 Gear Certification
29 CFR 1926 Safety and Health Regulations for Construction
29 CFR 1926.500 Fall Protection

1.2 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 the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with SR SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G, ACC

Activity Hazard Analysis (AHA); G, ACC

Crane Critical Lift Plan; G, ACC

Proof of qualification for Crane Operators; G, ACC

SD-06 Test Reports

Reports: Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports

Monthly Exposure Reports

Crane Reports

Regulatory Citations and Violations

SD-07 Certificates

Confined Space Entry Permit

Contractor Safety Self-Evaluation Checklist; G, ACC

Submit one copy of each permit/certificate attached to each Daily Quality Control Report.

1.3 DEFINITIONS

- a. **Competent Person for Fall Protection.** A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.
- b. **High Visibility Accident.** Any mishap which may generate publicity and/or high visibility.
- c. **Medical Treatment.** Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.
- d. **Qualified Person for Fall Protection.** A person with a recognized degree or professional certificate, extensive knowledge, training and experience in the field of fall protection who is capable of performing design, analysis, and evaluation of fall protection systems and equipment.
- e. **Recordable Injuries or Illnesses.** Any work-related injury or illness that results in:
 - (1) Death, regardless of the time between the injury and death, or the length of the illness;
 - (2) Days away from work (any time lost after day of injury/illness onset);
 - (3) Restricted work;
 - (4) Transfer to another job;
 - (5) Medical treatment beyond first aid;
 - (6) Loss of consciousness; or

(7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

f. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

1.4 DRUG PREVENTION PROGRAM

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employee uses illegal drugs or consumes alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours. After accidents, collect blood, urine, or saliva specimens and test the injured and involved employees for the influence of drugs and alcohol. A copy of the test shall be made available to the Contracting Officer upon request.

1.5 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, work performed shall comply with USACE EM 385-1-1, and in particular, the requirements of the European Union Council Directive 92/57/EEC of 24 June 1992 on the implementation of minimum safety and health requirements at temporary or mobile construction sites. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

1.6 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.6.1 Personnel Qualifications

1.6.1.1 Site Safety and Health Officer (SSHO)

Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The Contractor Quality Control (QC) person can only be the SSHO on this project if approved by the Contracting Officer. Any project exceeding 1 Million US dollars in value shall have a full time SSHO. The SSHO shall meet the following requirements: A minimum of 5 years safety work on similar projects; 30-hour OSHA construction safety class or European Union equivalent within the last 5 years; an average of at least 24 hours of formal safety training each year for the past 5 years. Competent person training as needed.

1.6.1.2 Competent Person for Confined Space Entry

Provide a competent person meeting the requirements of EM 385-1-1 who is assigned in writing by the Government Designated Authority (GDA) to assess confined spaces and who possesses demonstrated knowledge, skill and ability to:

- a. Identify the structure, location, and designation of confined and permit-required confined spaces where work is done;
- b. Calibrate and use testing equipment including but not limited to, oxygen indicators, combustible gas indicators, carbon monoxide indicators, and carbon dioxide indicators, and to interpret accurately the test results of that equipment;

- c. Perform all required tests and inspections specified in Section 06.I of EM 385-1-1;
- d. Assess hazardous conditions including atmospheric hazards in confined space and adjacent spaces and specify the necessary protection and precautions to be taken;
- e. Determine ventilation requirements for confined space entries and operations;
- f. Assess hazards associated with hot work in confined and adjacent space and determine fire watch requirements; and,
- g. Maintain records required.

1.6.1.3 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Section 16 and Appendix G. In addition, crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators). Proof of current qualification shall be provided.

1.6.2 Personnel Duties

1.6.2.1 Site Safety and Health Officer (SSHO)/Superintendent

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.
- b. Conduct mishap investigations and complete required reports. Maintain an accident/injury log such as the OSHA Form 300 or host nation equivalent, and Daily Production reports for prime and sub-contractors.
- c. Maintain applicable safety reference material on the job site.
- d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.
- e. Implement and enforce accepted APPS and AHAs.
- f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.
- g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

1.6.3 Meetings

1.6.3.1 Preconstruction Conference

- a. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the

development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

b. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.

c. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

d. The functions of a Preconstruction conference may take place at the Post-Award Kickoff meeting for Design Build Contracts.

1.6.3.2 Safety Meetings

Shall be conducted and documented as required by EM 385-1-1. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily quality control report.

1.7 TRAINING

1.7.1 New Employee Indoctrination

New employees (prime and sub-contractor) will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

1.7.2 Periodic Training

Provide Safety and Health Training in accordance with USACE EM 385-1-1 and the accepted APP. Ensure all required training has been accomplished for all onsite employees.

1.7.3 Training on Activity Hazard Analysis (AHA)

Prior to beginning a new phase, training will be provided to all affected

1.8 ACCIDENT PREVENTION PLAN (APP)

The Contractor shall use a qualified person to prepare the written site-specific APP in both English and in the host nation language. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident

prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within 24 hours of discovery. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment.

Copies of the accepted plan will be maintained at the Contracting Officer's office and at the job site.

The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

1.8.1 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required:

- a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be. The duties of each position shall be specified.
- b. Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.
- c. Confined Space Entry Plan. Develop a confined space entry plan in accordance with USACE EM 385-1-1, Section 06.I, and any other federal, state and local regulatory requirements identified in this contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)
- d. Crane Critical Lift Plan. Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall be submitted 15 calendar days prior to on-site work and include the requirements of USACE EM 385-1-1, paragraph 16.C.18. and the following:

- (1) For lifts of personnel, the plan shall demonstrate compliance with the requirements of EM 385-1-1, Section 22.F.
 - (2) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim. The amount of list and trim shall be within the crane manufacturer's requirements.
- e. Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place and during different phases of construction. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised every six months for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan shall be included in the Accident Prevention Plan (APP).

1.9 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1, and shall be written in both English and the host nation language. Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHAs as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.

1.10 DISPLAY OF SAFETY INFORMATION

Within 1 calendar day after commencement of work, erect a safety bulletin board at the job site. The safety bulletin board shall include information and be maintained as required by EM 385-1-1, section 01.A.06.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project. Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment. Military medical clinics may provide emergency treatment for serious injuries; the contractor is responsible for coordination with the local military medical clinic prior to mobilization.

1.13 REPORTS

1.13.1 Accident Reports

For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within 5 calendar day(s) of the accident. The Contracting Officer will provide copies of any required or special forms.

1.13.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

1.13.3 Monthly Exposure Reports

Monthly exposure reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

1.13.4 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix H and as specified herein with Daily Reports of Inspections.

1.14 HOT WORK

Prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices, a written permit shall be requested from the Installation. **CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED.** The Contractor will provide at least two (2) six kilogram ABC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in fire fighting techniques and remain on-site for a minimum of 120 minutes after completion of the task or as specified on the hot work permit.

When starting work in the facility, Contractors shall require their personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency phone numbers. **ANY FIRE, NO MATTER HOW SMALL, SHALL BE REPORTED TO THE RESPONSIBLE FIRE DIVISION/DEPARTMENT IMMEDIATELY.**

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 CONSTRUCTION AND/OR OTHER WORK

Border Police Battalion HQ, Qal e-ye Kah

Qal e-ye Kah, Afghanistan

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Before initiation of work at the job site, an accident prevention plan, written by the Contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1, will be reviewed and found acceptable by designated Government personnel. Specific requirements for development of the accident prevention plan are found in sections 01.A and Appendix A of EM 385-1-1.

Before beginning each activity involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform the work, activity hazard analysis (AHA) shall be prepared by the Contractor performing the work activity. See paragraph 01.A.09 of EM 385-1-1.

The Contractor shall require subcontractors to submit their plan of operations showing methods they propose to use in accomplishing major phases of work.

The Contractor shall be prepared to discuss the plans in conferences convened by the Contracting Officer prior to starting work on each major phase of operation. Plans shall include all pertinent information such as layout of haul roads, access roads, storage areas, electrical distribution lines, methods of providing minimum exposure to overhead loads, and methods of access to work areas. The plan for accomplishing the initial work phase shall be submitted within 15 calendar days after award of the contract. Plans for subsequent major phases of work shall be submitted not later than 15 calendar days prior to initiation of work on each major phase.

All areas where construction, demolition, alteration, building, or similarly related activities take place, all workers shall have the following minimum personal protective clothing and equipment:

1. Short sleeve shirt.
2. Long trousers.
3. Steel-toed safety boots.
4. Hard hat.

3.1.1 Falling Object Protection

All areas must be barricaded to safeguard employees. When working overhead, barricade the area below to prevent entry by unauthorized employees. Construction warning tape and signs shall be posted so they are clearly visible from all possible access points. When employees are working overhead all tools and equipment shall be secured so that they will not fall. When using guardrail as falling object protection, all openings shall be small enough to prevent passage of potential falling objects.

3.1.2 Hazardous Material Use

Each hazardous material must receive approval prior to being brought onto the job site or prior to any other use in connection with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material. Any work or storage involving hazardous chemicals or materials must be done in a manner that will not expose Government or Contractor employees to any unsafe or unhealthful conditions. Adequate protective measures must be taken to prevent Government or Contractor employees from being exposed to any hazardous condition that could result from the work or storage. The Prime Contractor shall keep a complete inventory of hazardous materials brought onto the work-site. Approval by the Contracting Officer of protective measures and storage area is required prior to the start of the work.

3.1.3 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or

polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

3.1.4 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.2 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

3.2.1 Training

The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. A competent person for fall protection shall provide the training. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

3.2.2 Fall Protection Equipment and Systems

The Contractor shall enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Employees shall be protected from fall hazards as specified in EM 385-1-1, section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.H. and 05.I. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with USACE EM 385-1-1 and host nation requirements, whichever is more stringent.

3.2.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1 or European Union equivalent. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m (6 feet). The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

3.2.3 Fall Protection for Roofing Work

Fall protection controls shall be implemented based on the type of roof being constructed and work being performed. The roof area to be accessed shall be evaluated for its structural integrity including weight-bearing capabilities for the projected loading.

a. Low Sloped Roofs:

- (1) For work within 1.8 m (6 feet) of an edge, on low-slope roofs, personnel shall be protected from falling by use of personal fall arrest systems, guardrails, or safety nets. A safety monitoring system is not adequate fall protection and is not authorized.
- (2) For work greater than 1.8 m (6 feet) from an edge, warning lines shall be erected and installed in accordance with USACE EM 385-1-1.

b. Steep-Sloped Roofs: Work on steep-sloped roofs requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also includes residential or housing type construction.

3.2.4 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be certified (or re-certified) by a qualified person for fall protection in accordance with ANSI Z359.1 or European Union equivalent. Existing horizontal lifeline anchorages shall be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

3.2.5 Horizontal Lifelines

Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person for fall protection as part of a complete fall arrest system which maintains a safety factor of 2.

3.2.6 Guardrails and Safety Nets

Guardrails and safety nets shall be designed, installed and used in accordance with EM 385-1-1 or Host Nation requirements, whichever is more stringent.

3.2.7 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.3 SCAFFOLDING

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Access to scaffold platforms greater than 6 m in height shall be accessed by use of a scaffold stair system. Vertical ladders commonly provided by scaffold system manufacturers shall not be used for accessing scaffold platforms greater than 6 m in height. The use of an adequate gate is required. Contractor shall ensure that employees are qualified to

perform scaffold erection and dismantling. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material is prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Work platforms shall be placed on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet. Delineate fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

3.4 EQUIPMENT

3.4.1 Material Handling Equipment

- a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
- b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.
- c. Operators of forklifts or power industrial trucks shall be trained/licensed in accordance with Host Nation requirements.

3.4.2 Weight Handling Equipment

- a. Cranes and derricks shall be equipped as specified in EM-385-1-1 section 16.
- b. The Contractor shall notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.
- c. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person. All testing shall be performed in accordance with the manufacturer's recommended procedures.
- d. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.
- e. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11.
- f. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves to the satisfaction of the Contracting Officer that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.
- g. Portable fire extinguishers shall be inspected, maintained, and recharged.
- h. All employees shall be kept clear of loads about to be lifted and of suspended loads.

- i. The Contractor shall use cribbing when performing lifts on outriggers.
- j. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
- k. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.
- l. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.
- m. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.
- n. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).
- o. Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. Prior to conducting lifting operations the contractor shall set a maximum wind speed at which a crane can be safely operated based on the equipment being used, the load being lifted, experience of operators and riggers, and hazards on the work site. This maximum wind speed determination shall be included as part of the activity hazard analysis plan for that operation.

3.5 EXCAVATIONS

The competent person for excavations performed as a result of contract work shall be on-site when excavation work is being performed, and shall inspect, and document the excavations daily prior to entry by workers. The competent person must evaluate all hazards, including atmospheric, that may be associated with the work, and shall have the resources necessary to correct hazards promptly.

3.5.1 Utility Locations

Prior to any excavation, all underground utilities in the work area must be positively identified by the contractor utilizing a) a private utility locating service in addition to any station locating service, and/or b) a metal and/or cable-detecting device along the route of the excavation. All underground utilities discovered will be flagged a distance of one-half (1/2) meter on each side of the location, and any markings made during the utility investigation must be maintained throughout the contract.

Damage occurring to existing utilities, when the above procedures are not followed, will be repaired at the Contractor's expense.

3.5.2 Utility Location Verification

The Contractor must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. Digging within 0.61 m (2 feet) of a known utility must not be performed by means of mechanical equipment; hand digging shall be used. If construction is parallel to an existing utility the utility shall be exposed by hand digging every 30.5 m (100 feet) if parallel within 1.5 m (5 feet) of the excavation.

3.5.3 Shoring Systems

Trench and shoring systems must be identified in the accepted safety plan and AHA. Manufacture tabulated data and specifications or registered engineer tabulated data for shoring or benching systems shall be readily available on-site for review. Job-made shoring or shielding shall have the registered professional engineer stamp, specifications, and tabulated data. Extreme care must be used when excavating near direct burial electric underground cables.

3.5.4 Trenching Machinery

Trenching machines with digging chain drives shall be operated only when the spotters/laborers are in plain view of the operator. Operator and spotters/laborers shall be provided training on the hazards of the digging chain drives with emphasis on the distance that needs to be maintained when the digging chain is operating. Documentation of the training shall be kept on file at the project site.

3.6 UTILITIES WITHIN CONCRETE SLABS

Utilities located within concrete slabs or pier structures, bridges, and the like, are extremely difficult to identify due to the reinforcing steel used in the construction of these structures. Whenever contract work involves concrete chipping, saw cutting, or core drilling, the existing utility location must be coordinated with station utility departments in addition to a private locating service. Outages to isolate utility systems shall be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.

3.7 ELECTRICAL

3.7.1 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

3.7.2 Portable Extension Cords

Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70 or European Union equivalent.

3.8 WORK IN CONFINED SPACES

The Contractor shall comply with the requirements in Section 06.I of USACE EM 385-1-1. Any potential for a hazard in the confined space requires a permit system to be used.

- a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures). All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.
- b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.
- c. Ensure the use of rescue and retrieval devices in confined spaces greater than 1.5 m (5 feet) in depth. Conform to Sections 06.I.08, 06.I.09 and 06.I.10 of USACE EM 385-1-1.
- d. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.
- e. Include training information for employees who will be involved as entrants and attendants for the work. Conform to Section 06.I.07 of USACE EM 385-1-1.
- f. Daily Entry Permit. Post the permit in a conspicuous place close to the confined space entrance.

3.9 CRYSTALLINE SILICA

Grinding, abrasive blasting, and foundry operations of construction materials containing crystalline silica, shall comply with USACE EM 385-1-1, Appendix C. The Contractor shall develop and implement effective exposure control and elimination procedures to include dust control systems, engineering controls, and establishment of work area boundaries, as well as medical surveillance, training, air monitoring, and personal protective equipment.

3.10 DEMOLITION

3.101.1 Demolition Plan

The Contractor shall submit a written demolition plan for all demolition work to be carried on the site. In addition, the demolition plan shall be signed by a Professional Registered Engineer and meet the requirements of the Corps of Engineers Safety and Health Manual, EM 385-1-1, section 23. The demolition plan shall be submitted to the COR at least 1 week before the beginning of the work, including structural calculations for the demolition, if necessary. The demolition work shall not begin before the Contractor has received a written approval from the COR.

3.12.1 Protection of Personnel

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workers remove debris or perform other work in the immediate area.

3.10.1 Protection of Structures

Floors, roofs, walls, columns, pilasters, and other structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, shall remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by the COR.

The Contractor shall ensure that no elements determined to be unstable are left unsupported and shall be responsible for placing and securing bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

Interior concrete or masonry walls shall be demolished from the top down unless a Registered Engineer can demonstrate that an alternate method poses no additional safety hazards

3.11 HOUSEKEEPING

3.11.1 Clean-Up

The Contractor shall be responsible for cleaning up. The Contractor shall require his personnel to keep the immediate work site clean of all dirt and debris resulting from work under this contract. Accumulated dirt and debris shall be hauled off and disposed of in accordance with local law and at least once a week by the Contractor. Additionally, all debris in work areas shall be cleaned up daily or more frequently if necessary. Construction debris may be temporarily located in an approved location, however garbage accumulation must be removed each day.

Stairwells used by the Contractor during execution of work shall be cleaned daily. Cloths, mops, and brushes containing combustible materials shall be disposed of or stored outside of the buildings in tight covered metal containers. Paints and thinners shall not be poured into inlets of the interior or exterior sewage system. Paint, stains, and other residues on adjacent surfaces or fixtures caused by the Contractor shall be carefully removed and cleaned to original finish. Upon completion of the work, the Contractor shall remove all construction equipment, materials and debris resulting from the work. The entire work site and the area used by Contractor personnel shall be left clean.

Attachments:

APPENDIX A: SAFETY AND OCCUPATIONAL HEALTH PHASING PLAN

A. PURPOSE AND RESPONSIBILITIES:

1. The purpose of this SOH Phasing Plan is to establish controls and procedures to reduce the safety and occupational health risks on associated projects to an acceptable level. This SOH Phasing Plan is not intended to address all program SOH requirements, but provides general emphasis to certain procedures and requirements addressed in: EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual

2. For contractor safety on projects associated with this program, compliance with EM 385-1-1 safety requirements will be the long-term goal reached by growing a safety culture. This compliance will, by necessity, be achieved through a phased-in process. In the Commander's letter at the preface of the EM 385-1-1, he acknowledges that in OCONUS locations, strict compliance with the manual may not be possible – and through the hazard analysis process, safety measures can be developed to attain the same degree of safety.

a. The exact timeline and methods of compliance, based generally on the Phase plan below will be determined by in-theater Project Delivery Team (PDT) partners responsible for safety, to include USACE Field Engineering/Construction/ Safety personnel, Prime Contractors and Local Subcontractors. The Prime Contractor, in partnership with the USACE and subcontractors, will develop a Safety and occupational Health Plan (SOHP) consisting of a specific Accident Prevention Plan (APP) and Activity Hazard Analysis for each project.

b. Each project SOHP will evolve as a living document, starting by dividing into phases to provide a goal with a timeline. Focus for the project safety program areas will be based on the following time-based phases.

Phase I: “Saving Lives”. Establish **achievable** compliance methods and basic worker safety education to eliminate or reduce to an acceptable level the life-threatening conditions associated with high hazard construction activities.

- The initial high-hazard focus areas shall include:
 - Excavations
 - Fall Hazards
 - Electrical Work
 - Mobile Construction Equipment
 - Machinery
 - Confined Spaces
- Develop a basic worker safety and health practices manual/ guide and associated mandatory training for each Focus area listed above. These will be in English and local language, based on local conditions and practices and targeted at high-hazard activities.
- On all contract sites, the basic life-support will include First Aid Kits, and emergency communication.
- Contractor Accident Prevention Plans, Activity Hazard Analyses, and other safety-related systems under development with assistance by PDT

Phase II: “Building A Safety Culture” (Approximately one year, beginning at end of Phase I) Advanced safety education of local contractors and LN work force. Full contractor compliance with USACE safety standards related to high-hazard situations, increased application of standards on all work.

- Workforce education and training to include all applicable requirements of EM 385-1-1 and International Safety Standards

- All required Personal Protective Equipment (PPE) available and used by workers in applicable work practices, as outlined in the EM 385-1-1.
- Contractor Accident Prevention Plans, Activity Hazard Analyses, and other safety-related systems refined to meet standard USACE expectations with assistance by PDT
- Standard Contractor Safety administrative responsibilities required, i.e.: Accident reporting, man-hour tracking, training documentation, First Aid personnel certification, fire protection, etc.

Phase III, “Full Performance” (beginning at end of Phase II) Full performance in compliance with EM 385-1-1 and other applicable laws, regulations, design codes and standards.

Where standard compliance is not possible, local methods may be used in accordance with implementing letter of EM 385-1-1 or through formal waiver process.

3. The PDT shall employ the “Plan, Do, Check, Act” process for implementing this SOHP as a living document. Each PDT member is responsible for planning for safety and health management within their area of responsibility, implementing agreed-on mitigation, checking to assure that the SOHP is being implemented and acting to adjust plans and implementation with a goal of continuous improvement. This plan will be reviewed and revised as needed at the initiation of each Phase listed above.

4. The PDT members shall cooperate in developing a listing of potential hazards associated with each project.

B. GOALS AND OBJECTIVES:

1. Goals. The safety and health goals of all projects are:

- a. Be accident free
- b. Detect and address safety and health problems early in the life of each project
- c. Do not accept unnecessary risk
- d. Every team member, to include contractors shall contribute to the safety and health of their fellow team members and assure that the product is free of inherent hazards to the user.
- e. Educate the workforce and promote Safety as a new way of doing business, show how the project and the employee benefit from Safety.

2. Objectives. The safety and health objectives of this program are:

- a. Managers, supervisors, and workers shall be held accountable, based on the current Phase, for safety and health.
- b. Safety and health expectations shall be communicated with the work force in their native language through the use of banners, flyers, and periodic safety meetings
- c. The work force shall have the safety and health training needed to perform the work at hand, based on the Phase.
- d. Injury and property damage shall be avoided through early detection and management of hazards

Phase I Interim Safety and Occupational Health Work Practices for USACE Contractor Projects

Phase I Safety Program

1. Contractors shall strive to maintain full compliance with the USACE Safety Requirements Manual, EM 385-1-1. This may not be easily achieved during this Phase, due to a number of factors. The focus for safety and health efforts during this Phase is Saving Lives – the prevention of deaths, permanently disabling injuries, and major property loss. The goal during this period is to provide the equipment and methods needed to save lives and to train the workforce in working safely and using the correct personal Protective Equipment (PPE).

2. In order to assist in achieving this goal immediately, the following interim standards shall be used (as a minimum acceptable standard) when full compliance with the EM 385-1-1 is not possible. Contractors shall provide these standards in to their workforce in the local language and shall provide training as needed to ensure worker awareness.

Basic Safety and Health Standards for Construction

- A. USACE and the contractors must form a team to assure safety on every job site and prevent serious accidents. All unsafe conditions must be reported and the hazard reduced before work may proceed.
- B. Personal Protective Equipment (PPE) may not always be available to every worker during this Phase. Where the equipment required by the USACE Safety Manual, EM 385-1-1, cannot be provided in a timely manner, the contractor shall develop methods that will provide a similar degree of safety (as accepted by USACE) and not expose the workers to serious risk. The mandatory minimum standards for all PPE are:
- Footwear: Closed-toe durable shoes or boots shall be worn by all workers on the project site. No sandals or sports shoes will be allowed, at no time will workers be allowed on the project site with bare feet. Safety footwear (steel-toe or other protection) should be worn by workers using steel rollers, tampers, jack hammers or carrying heavy objects (metal, concrete, stone)
 - Head Protection: When they are available, hard hats should be worn by all construction workers when they are at the project. Hard Hats must be worn in overhead hazard areas including material hoisting/ lifting operations, areas below scaffolds and other elevated work, in excavations, and low ceiling areas that have sharp or hazardous projections. If they are not available, then workers must be kept away from these and other overhead hazard areas.
 - Respirators: Workers exposed to toxic chemicals, vapors, gases and dusts must wear proper respiratory protection. Such exposure is expected in asbestos removal/ repair work, working with paints and solvents in rooms or enclosed spaces, and fuel production facilities. The employer must train the workers in the uses of the respirator and how to properly wear it. The minimum acceptable respirator is a negative pressure filter or cartridge half-face respirator that is correctly equipped for the hazard. Contractors shall consult and follow the ACGIH guidance for length of allowable exposure to the contaminant and workers shall not exceed the recommended time for exposure. Dust Masks will be worn when the work is producing visible dust.
 - Eye Protection: Workers shall wear protective glasses, goggles, or visors when exposed to eye hazards. These hazards include concrete dust, stone and concrete chips from hammering, sandblasting, and power tool cutting or milling. Workers performing welding and cutting with torches or arc-welding equipment shall wear the proper shaded lenses in face shields and/ or goggles.
 - Hearing Protection: Protective ear plugs shall be worn when workers are exposed to potentially damaging noise including jack hammers, flight line operations, power saws and grinders, and combustion engines without mufflers.
 - Gloves: All workers shall have protective gloves appropriate to the task.
 - Clothing: Workers shall wear clothing that protects their skin from damage – shirts and long pants at a minimum. Workers exposed to welding operations, chemicals, abrasive blasting, wet concrete, asbestos, and other hazardous contaminants will wear appropriate clothing for the hazard. Workers using power tools or operating equipment shall not wear very loose or flowing clothing that may get caught in the equipment.
- C. Work Methods for Highly Hazardous Work: The following types of work and hazards are recognized as the leading cause of serious injuries and deaths in construction work. Each type of work has specific PPE

and safety equipment that is required to do the work and also specific procedures that must be followed every time the work is done. These interim measures are the minimum acceptable precautions. For each project, an Activity Hazard Analysis (AHA) shall be completed and, when possible, compliance with more restrictive methods of the EM 385-1-1 shall be achieved.

Workers shall be trained on the following safety precautions, the nature of the hazards involved, and any additional work methods used before performing each type of work

- Excavations
 - The Site Safety and Health Officer will be contacted for inspection of the work prior to digging. The SSHO will assist in any safety equipment or techniques that are required to avoid injury. They will also provide a safety check on the location to assure there are no underground hazards at the site.
 - All excavations or unsafe areas will be marked with barricades or warning tape. These warnings must be maintained and visible until the area is restored to a safe condition.
 - When workers will enter trenches, the walls shall be sloped according to the type of soil or shoring, trench boxes, or other structures will be used to protect workers from collapsing walls
 - Soil removed from trenches will not be placed at the edge of the trench – it must be placed back at least 1 meter from the edge.
 - Vehicles and construction equipment must not be parked closer than 2 meters from the edge of an excavation.
 - Excavation walls shall be inspected regularly during each day to check for cracks, bulges, large stones, sandy areas, and failure of the wall. If these conditions are found, nobody may enter the excavation and the damaged area must be dug out or braced.

- Fall Hazards
 - When working above 2 meters from the ground or another level, all workers shall be protected from falling. The SSHO will inspect prior to beginning work to be sure the work methods are safe. Inspection will include work on ladders, scaffolds, and other elevated work areas.
 - Protection systems shall be sturdy railings, walls, or other structures
 - If there are no structures to protect workers, body belts or harnesses shall be used along with lanyards.
 - Body belts should be mainly be used only to prevent a worker from falling over an edge or off a structure.
 - Body belts and harnesses can both be used as fall protection (stopping a falling worker). The lanyard shall be rope strong enough to withstand the shock of stopping the worker's weight, and they shall be as short as possible, to limit the shock force. Lanyards shall never allow a worker to fall more than 2 meters. It is recommended that lanyards without shock absorber devices be no longer than 1 meter.

- Electrical Work
 - All circuits, wires, and electrical devices shall be tested with a volt meter and found to be de-energized before workers touch the energized parts
 - Controls, switches, and other means for energizing the circuit or equipment shall be tagged "do not operate"
 - Workers shall not work closer to energized systems than the distances listed in the USACE manual.
 - Temporary electrical systems shall be grounded and tested for good ground resistance before use.

- Power tools shall be protected from water and damage, and their cords must be insulated. Cords must be factory installed or equivalent replacements, including safety grip plug and cord boot.
- Extension cords will be in safe, good working order.
- Mobile Construction Equipment
 - If equipment, particularly cranes, are damaged the repairs shall be done by a competent repair person and verified by the SSHO prior to being brought back into service.
 - Nobody may ride outside the cab of construction equipment. Specifically, no riders may ever be in loader buckets, bulldozer blades, on forklift forks, or suspended by a crane.
 - When workers are nearby, construction equipment must have reverse signal alarms or shall use a spotter standing away from the equipment. The spotter must be visible by the driver and positioned to see the area behind the equipment.
 - Construction equipment must work a safe distance from electrical systems, based on the voltage.
 - Cranes must be used according to the manufacturer. If no manufacturer data is available, a load chart shall be developed by a qualified engineer.
 - Workers should stay out of the radius of the crane boom during a lift.
 - Lifting ropes shall be inspected daily for breaks and failure of hardware and fittings.
 - Nobody shall ever ride the hook or load of a crane.
- Machinery
 - Rotating shafts, wheels, blades, and other hazardous parts shall have guards to prevent workers from being injured.
 - Fuel-powered machinery must not be operated indoors or near enclosed areas without using powered ventilation to prevent toxic CO build-up.
 - Metal housings of electrically powered equipment must be grounded
- Confined Spaces
 - The SSHO will pre-approve any work in a confined space, such as in a tank, sewer, manhole or any other enclosed area. The SSHO will inspect the work and assist with any safety equipment or techniques that are required.
 - All permit-required confined spaces (PRCS) on a project shall have signs prohibiting entry.
 - Entrants, supervisors, and attendants for PRCS shall be properly trained.
 - When available, oxygen/flammable/toxic gas meters shall be used for all PRCS. This equipment must be used to evaluate the air in all spaces known or suspected to have contained flammable or toxic chemicals or contain sewage, rotting vegetation or other organic matter.
 - For spaces not meeting the above criteria, mechanical ventilation fans shall be used to clear the air in the space when meters are not available. Based on the air flow of the fan, it shall exhaust the total volume of the space a minimum of seven times prior to entry.
 - All entrants shall wear a harness, body belt, or other device attached to a rope sufficient to retrieve the worker in an emergency.
 - Permits should be used during PRCS entry. If not possible, then some visible means, such as flags or tags outside the entrance, shall be used so supervisors can see when workers are in the space.
- Gas Cylinders
 - Pressurized gas cylinders, such as Oxygen and Acetylene tanks will be stored in a holding stand/ cart to prevent them from falling over. Cylinders will not be placed free on the ground or standing free. If the bottle is not in use the valve will be removed.

- D. Child Labor. Minors under the age of 18 may not perform any of the above hazardous work. Additionally, these minors can not perform any hazardous work such as operating dangerous power tools (circular saws, jack hammers, lathes, etc), driving vehicles, be exterior assistants for vehicle operators or operating mobile construction equipment, explosives work, work at heights over 2 meters without standard railings, electrical work, entering excavations, and work with toxic substances.

-- End of Section --

CLOSEOUT PROC 1770

**SPECIFICATION SECTION 01770
CLOSEOUT PROCEDURES (January 2006)**

PART 1: GENERAL

1.1 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 the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-10 Operation and Maintenance Data
Equipment/Product Warranty List; G
Submit Data Package 1 in accordance with Section 01781 OPERATION AND MAINTENANCE DATA.

SD-11 Closeout Submittals
As-Built Drawings; G
Record Of Materials; G
Equipment/Product Warranty Tag; G

1.2 PROJECT RECORD DOCUMENTS

1.2.1 As-Built Drawings

As built drawings shall be submitted in accordance with Section 01015 SPECIAL CONDITIONS

1.2.2 As-Built Record of Materials

Furnish a record of materials.

Where several manufacturers' brands, types, or classes of the item listed have been used in the project, designate specific areas where each item was used. Designations shall be keyed to the areas and spaces depicted on the contract drawing. Furnish the record of materials used in the following format:

MATERIALS DESIGNATION	SPECIFICATION	MANUFACTURER	MATERIALS USED (MANUFACTURER'S DESIGNATION)	WHERE USED

1.3 EQUIPMENT/PRODUCT WARRANTIES

1.3.1 Equipment/Product Warranty List

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. A joint 4 month and 9 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

- a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.
- b. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.
- c. A list for each warranted equipment, item, feature of construction or system indicating:
 - 53 Name of item.
 - 54 Model and serial numbers.
 - 55 Location where installed.
 - 56 Name and phone numbers of manufacturers or suppliers.
 - 57 Names, addresses and telephone numbers of sources of spare parts.
 - 58 Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
 - 59 Cross-reference to warranty certificates as applicable.
 - 60 Starting point and duration of warranty period.
 - 61 Summary of maintenance procedures required to continue the warranty in force.
 - 62 Cross-reference to specific pertinent Operation and Maintenance manuals.
 - 63 Organization, names and phone numbers of persons to call for warranty service.
 - 64 Typical response time and repair time expected for various warranted equipment.
- d. The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.
- e. Procedure and status of tagging of all equipment covered by extended warranties.
- f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

1.3.2 Performance of Warranty Work

In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the remaining construction warranty funds of expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

Following oral or written notification of required construction warranty repair work, the Contractor shall respond in a timely manner. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor.

1.3.3 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

1.3.4 Warranty Tags

At the time of installation, each warranted item shall be tagged with a durable, oil and water resistant tag approved by the Contracting Officer. Each tag shall be attached with a copper wire and shall be sprayed with a silicone waterproof coating. The date of acceptance and the QC signature shall remain blank until project is accepted for beneficial occupancy. The tag shall show the following information.

- a. Type of product/material _____
- b. Model number _____
- c. Serial number _____
- d. Contract number _____
- e. Warranty period _____ from _____ to _____
- f. Inspector's signature _____
- g. Construction Contractor _____
Address _____
Telephone number _____
- h. Warranty contact _____
Address _____
Telephone number _____
- i. Warranty response time priority code _____
- j. **WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.**

1.4 MECHANICAL TESTING AND BALANCING

All contract requirements for testing/adjusting/balancing shall be fully completed, including all testing, prior to contract completion date. The time required to complete all testing/adjusting/balancing is included in the allotted calendar days for completion.

1.5 FINAL CLEANING

The premises shall be left broom clean. Stains, foreign substances, and temporary labels shall be removed from surfaces. Carpet and soft surfaces shall be vacuumed. Equipment and fixtures shall be cleaned to a sanitary condition. Filters of operating equipment shall be replaced. Debris shall be removed from roofs, drainage systems, gutters, and downspouts. Paved areas shall be swept and landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures,

barricades, project signs, and construction facilities removed. A list of completed clean-up items shall be submitted on the day of final inspection.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

CLOSEOUT SUB 1780A

SECTION 01780A

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01335 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

As-Built Drawings

Drawings showing final as-built conditions of the project. The final CADD as-built drawings shall consist of one set of electronic CADD drawing files in the specified format, one set of mylar drawings, 2 sets of blue-line prints of the mylars, and one set of the approved working as-built drawings.

SD-03 Product Data

As-Built Record of Equipment and Materials

Two copies of the record listing the as-built materials and equipment incorporated into the construction of the project.

Warranty Management Plan

One set of the warranty management plan containing information relevant to

the warranty of materials and equipment incorporated into the construction project, including the starting date of warranty of construction. The Contractor shall furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.

Warranty Tags

Two record copies of the warranty tags showing the layout and design.

Final Cleaning

Two copies of the listing of completed final clean-up items.

1.2 PROJECT RECORD DOCUMENTS

1.2.1 As-Built Drawings

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

1.2.1.1 Government Furnished Materials

One set of electronic CADD files in the specified software and format revised to reflect all bid amendments will be provided by the Government at the preconstruction conference for projects requiring CADD file as-built drawings.

1.2.1.2 Working As-Built and Final As-Built Drawings

The Contractor shall revise 2 sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a weekly basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final as-built drawings shall show, but shall not be limited to, the following information:

a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

b. The location and dimensions of any changes within the building structure.

c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.

d. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.

f. Changes or modifications which result from the final inspection.

g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.

h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.

i. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.

j. Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures.

(1) Directions in the modification for posting descriptive changes shall be followed.

(2) A Modification Circle shall be placed at the location of each deletion.

(3) For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.

(4) For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).

(5) For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.

(6) For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.

(7) The Modification Circle size shall be 12.7 mm 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

1.2.1.3 Drawing Preparation

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

1.2.1.4 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The Contractor will be furnished "as-designed" drawings in AutoCad Release 2000 or Microstation V8 format compatible with a Window 2000 or Windows XP operating system. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

a. CADD colors shall be the "base" colors of red, green, and blue. Color code for changes shall be as follows:

(1) Deletions (red) - Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders.

(2) Additions (Green) - Added items shall be drawn in green with green lettering in notes and leaders.

(3) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes shall be in blue.

b. The Contract Drawing files shall be renamed in a manner related to the contract number (i.e., 98-C-10.DGN) as instructed in the Pre-Construction conference. Marked-up changes shall be made only to those renamed files. All changes shall be made on the layer/level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing. Special notes shall be in blue on layer#63.

c. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 5 mm 3/16 inch high. All other contract drawings shall be marked either "AS-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

d. Within 20 days for contracts \$5 million and above after Government approval of all of the working as-built drawings for a phase of work, the Contractor shall prepare the final CADD as-built drawings for that phase of work and submit two sets of blue-lined prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 10 days for contracts \$5 million and above the Contractor shall revise the CADD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 20 days for contracts \$5 million and above of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project. The submittal shall consist of one set of electronic files on compact disc, read-only memory (CD-ROM), one set of mylars, two sets of blue-line prints and one set of the approved working as-built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and

acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.2.1.5 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs accrued in connection with such drawings shall be considered a subsidiary obligation of the Contractor.

1.2.2 As-Built Record of Equipment and Materials

The Contractor shall furnish one copy of preliminary record of equipment and materials used on the project 15 days prior to final inspection. This preliminary submittal will be reviewed and returned 2 days after final inspection with Government comments. Two sets of final record of equipment and materials shall be submitted 10 days after final inspection. The designations shall be keyed to the related area depicted on the contract drawings. The record shall list the following data:

RECORD OF DESIGNATED EQUIPMENT AND MATERIALS DATA

Description	Specification Section	Manufacturer and Catalog, Model, and Serial Number	Composition and Size Used	Where Used
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1.2.3 Final Approved Shop Drawings

The Contractor shall furnish final approved project shop drawings 30 days after transfer of the completed facility.

1.2.4 Construction Contract Specifications

The Contractor shall furnish final as-built construction contract specifications, including modifications thereto, 30 days after transfer of the completed facility.

1.2.5 Real Property Equipment

The Contractor shall furnish a list of installed equipment furnished under this contract. The list shall include all information usually listed on manufacturer's name plate. The "EQUIPMENT-IN-PLACE LIST" shall include, as applicable, the following for each piece of equipment installed: description of item, location (by room number), model number, serial number, capacity, name and address of manufacturer, name and address of equipment supplier, condition, spare parts list, manufacturer's catalog, and warranty. A draft list shall be furnished at time of transfer. The final list shall be furnished 30 days after transfer of the completed facility.

1.3 WARRANTY MANAGEMENT

1.3.1 Warranty Management Plan

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. A joint 4 month and 9 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subContractors, manufacturers or suppliers involved.

b. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

c. A list for each warranted equipment, item, feature of construction or system indicating:

1. Name of item.
2. Model and serial numbers.
3. Location where installed.
4. Name and phone numbers of manufacturers or suppliers.
5. Names, addresses and telephone numbers of sources of spare parts.
6. Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
7. Cross-reference to warranty certificates as applicable.
8. Starting point and duration of warranty period.
9. Summary of maintenance procedures required to continue the warranty in force.
10. Cross-reference to specific pertinent Operation and Maintenance manuals.
11. Organization, names and phone numbers of persons to call for warranty service.
12. Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.

e. Procedure and status of tagging of all equipment covered by extended warranties.

f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

1.3.2 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

1.3.3 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Contracting Officer, the Contractor shall respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the timeframes specified, the Government will perform the work and backcharge the construction warranty payment item established.

a. First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.

b. Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.

d. The "Construction Warranty Service Priority List" is as follows:

Code 1-Air Conditioning Systems

- 1) Recreational support.
- 2) Air conditioning leak in part of building, if causing damage.
- 3) Air conditioning system not cooling properly.

Code 1-Doors

- 1) Overhead doors not operational, causing a security, fire, or safety problem.
- 2) Interior, exterior personnel doors or hardware, not functioning properly, causing a security, fire, or safety problem.

Code 3-Doors

- 1) Overhead doors not operational.
- 2) Interior/exterior personnel doors or hardware not functioning properly.

Code 1-Electrical

- 1) Power failure (entire area or any building operational after 1600 hours).
- 2) Security lights
- 3) Smoke detectors

Code 2-Electrical

- 1) Power failure (no power to a room or part of building).
- 2) Receptacle and lights (in a room or part of building).

Code 3-Electrical

Street lights.

Code 1-Gas

- 1) Leaks and breaks.
- 2) No gas to family housing unit or cantonment area.

Code 1-Heat

- 1) Area power failure affecting heat.
- 2) Heater in unit not working.

Code 2-Kitchen Equipment

- 1) Dishwasher not operating properly.
- 2) All other equipment hampering preparation of a meal.

Code 1-Plumbing

- 1) Hot water heater failure.
- 2) Leaking water supply pipes.

Code 2-Plumbing

- 1) Flush valves not operating properly.
- 2) Fixture drain, supply line to commode, or any water pipe leaking.
- 3) Commode leaking at base.

Code 3 –Plumbing

Leaky faucets.

Code 3-Interior

- 1) Floors damaged.
- 2) Paint chipping or peeling.
- 3) Casework.

Code 1-Roof Leaks

Temporary repairs will be made where major damage to property is occurring.

Code 2-Roof Leaks

Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

Code 2-Water (Exterior)

No water to facility.

Code 2-Water (Hot)

No hot water in portion of building listed.

Code 3-All other work not listed above.

1.3.5 Warranty Tags

At the time of installation, each warranted item shall be tagged with a durable, oil and water resistant tag approved by the Contracting Officer. Each tag shall be attached with a copper wire and shall be sprayed with a silicone waterproof coating. The date of acceptance and the QC signature shall remain blank until project is accepted for beneficial occupancy. The tag shall show the following information.

- a. Type of product/material_____.
- b. Model number_____.
- c. Serial number_____.
- d. Contract number_____.
- e. Warranty period_____ from_____ to_____.

- f. Inspector's signature_____.
- g. Construction Contractor_____.
Address_____.
Telephone number_____.
- h. Warranty contact_____.
Address_____.
Telephone number_____.
- i. Warranty response time priority code_____.
- j. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.

1.4 MECHANICAL TESTING, ADJUSTING, BALANCING, AND COMMISSIONING

Prior to final inspection and transfer of the completed facility; all reports, statements, certificates, and completed checklists for testing, adjusting, balancing, and commissioning of mechanical systems shall be submitted to and approved by the Contracting Officer as specified in applicable technical specification sections.

1.5 OPERATION AND MAINTENANCE MANUALS

Operation manuals and maintenance manuals shall be submitted as specified. Operation manuals and maintenance manuals provided in a common volume shall be clearly differentiated and shall be separately indexed.

1.6 FINAL CLEANING

The premises shall be left broom clean. Stains, foreign substances, and temporary labels shall be removed from surfaces. Carpet and soft surfaces shall be vacuumed. Equipment and fixtures shall be cleaned to a sanitary condition. Filters of operating equipment shall be replaced. Debris shall be removed from roofs, drainage systems, gutters, and downspouts. Paved areas shall be swept and landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, and construction facilities removed. A list of completed clean-up items shall be submitted on the day of final inspection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section -

**SPECIFICATION SECTION 01781
OPERATION AND MAINTENANCE DATA– (January 2006)**

PART 1 GENERAL

1.1 SUBMISSION OF OPERATION AND MAINTENANCE DATA

Submit Operation and Maintenance (O&M) Data specifically applicable to this contract and a complete and concise depiction of the provided equipment, product, or system. Organize and present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal. Submit in accordance with this section and Section 01330 SUBMITTAL PROCEDURES.

1.1.1 Package Quality

Documents must be fully legible. Poor quality copies and material with hole punches obliterating the text or drawings will not be accepted.

1.1.2 Package Content

Data package content shall be as shown in the paragraph titled "Schedule of Operation and Maintenance Data Packages." Comply with the data package requirements specified in the individual technical sections, including the content of the packages and addressing each product, component, and system designated for data package submission.

1.1.3 Changes to Submittals

Manufacturer-originated changes or revisions to submitted data shall be furnished by the Contractor if a component of an item is so affected subsequent to acceptance of the O&M Data. Changes, additions, or revisions required by the Contracting Officer for final acceptance of submitted data, shall be submitted by the Contractor within 30 calendar days of the notification of this change requirement.

1.2 TYPES OF INFORMATION REQUIRED IN O&M DATA PACKAGES

1.2.1 Operating Instructions

Include specific instructions, procedures, and illustrations for the following phases of operation:

1.2.1.1 Safety Precautions

List personnel hazards and equipment or product safety precautions for all operating conditions.

1.2.1.2 Operator Prestart

Include procedures required to set up and prepare each system for use.

1.2.1.3 Startup, Shutdown, and Post-Shutdown Procedures

Provide narrative description for Startup, Shutdown and Post-shutdown operating procedures including the control sequence for each procedure.

1.2.1.4 Normal Operations

Provide narrative description of Normal Operating Procedures. Include Control Diagrams with data to explain operation and control of systems and specific equipment.

1.2.1.5 Emergency Operations

Include Emergency Procedures for equipment malfunctions to permit a short period of continued operation or to shut down the equipment to prevent further damage to systems and equipment. Include Emergency Shutdown Instructions for fire, explosion, spills, or other foreseeable contingencies. Provide guidance and procedures for emergency operation of all utility systems including required valve positions, valve locations and zones or portions of systems controlled.

1.2.1.6 Operator Service Requirements

Include instructions for services to be performed by the operator such as lubrication, adjustment, inspection, and recording gage readings.

1.2.1.7 Environmental Conditions

Include a list of Environmental Conditions (temperature, humidity, and other relevant data) that are best suited for the operation of each product, component or system. Describe conditions under which the item equipment should not be allowed to run.

1.2.2 Preventive Maintenance

Include the following information for preventive and scheduled maintenance to minimize corrective maintenance and repair.

1.2.2.1 Lubrication Data

Include preventative maintenance lubrication data, in addition to instructions for lubrication provided under paragraph titled "Operator Service Requirements":

65 A table showing recommended lubricants for specific temperature ranges and applications.

66 Charts with a schematic diagram of the equipment showing lubrication points, recommended types and grades of lubricants, and capacities.

67 A Lubrication Schedule showing service interval frequency.

1.2.2.2 Preventive Maintenance Plan and Schedule

Include manufacturer's schedule for routine preventive maintenance, inspections, tests and adjustments required to ensure proper and economical operation and to minimize corrective maintenance. Provide manufacturer's projection of preventive maintenance work-hours on a daily, weekly, monthly, and annual basis including craft requirements by

type of craft. For periodic calibrations, provide manufacturer's specified frequency and procedures for each separate operation.

1.2.3 Corrective Maintenance (Repair)

Include manufacturer's recommended procedures and instructions for correcting problems and making repairs.

1.2.3.1 Troubleshooting Guides and Diagnostic Techniques

Include step-by-step procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test equipment required to determine whether parts and equipment may be reused or require replacement.

1.2.3.2 Wiring Diagrams and Control Diagrams

Wiring diagrams and control diagrams shall be point-to-point drawings of wiring and control circuits including factory-field interfaces. Provide a complete and accurate depiction of the actual job specific wiring and control work. On diagrams, number electrical and electronic wiring and pneumatic control tubing and the terminals for each type, identically to actual installation configuration and numbering.

1.2.3.3 Maintenance and Repair Procedures

Include instructions and a list of tools required to repair or restore the product or equipment to proper condition or operating standards.

1.2.3.4 Removal and Replacement Instructions

Include step-by-step procedures and a list required tools and supplies for removal, replacement, disassembly, and assembly of components, assemblies, subassemblies, accessories, and attachments. Provide tolerances, dimensions, settings and adjustments required. Instructions shall include a combination of text and illustrations.

1.2.3.5 Spare Parts and Supply Lists

Include lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonable delays. Special consideration is required for facilities at remote locations. List spare parts and supplies that have a long lead-time to obtain.

1.2.4 Corrective Maintenance Work-Hours

Include manufacturer's projection of corrective maintenance work-hours including requirements by type of craft. Corrective maintenance that requires completion or participation of the equipment manufacturer shall be identified and tabulated separately.

1.2.5 Appendices

Provide information required below and information not specified in the preceding paragraphs but pertinent to the maintenance or operation of the product or equipment. Include the following:

1.2.6 Parts Identification

Provide identification and coverage for all parts of each component, assembly, subassembly, and accessory of the end items subject to replacement. Include special hardware requirements, such as requirement to use high-strength bolts and nuts. Identify parts by make, model, serial number, and source of supply to allow reordering without further identification. Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items. When illustrations omit the part numbers and description, both the illustrations and separate listing shall show the index, reference, or key number that will cross-reference the illustrated part to the listed part. Parts shown in the listings shall be grouped by components, assemblies, and subassemblies in accordance with the manufacturer's standard practice. Parts data may cover more than one model or series of equipment, components, assemblies, subassemblies, attachments, or accessories, such as typically shown in a master parts catalog

1.2.6.1 Warranty Information

List and explain the various warranties and include the servicing and technical precautions prescribed by the manufacturers or contract documents in order to keep warranties in force. Include warranty information for primary components such as the compressor of air conditioning system.

1.2.6.2 Personnel Training Requirements

Provide information available from the manufacturers that is needed for use in training designated personnel to properly operate and maintain the equipment and systems.

1.2.6.3 Testing Equipment and Special Tool Information

Include information on test equipment required to perform specified tests and on special tools needed for the operation, maintenance, and repair of components.

1.2.6.4 Contractor Information

Provide a list that includes the name, address, and telephone number of the General Contractor and each Subcontractor who installed the product or equipment, or system. For each item, also provide the name address and telephone number of the manufacturer's representative and service organization most convenient to the project site. Provide the name, address, and telephone number of the product, equipment, and system manufacturers.

1.3 OMITTED

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.4 TRAINING

Unless provided for elsewhere, the Contractor shall provide operational and maintenance training for all systems furnished under this contract in accordance with this section. The training shall not take place until the operation and maintenance manuals are submitted and approved.

Training will be given to personnel responsible for the operation and maintenance of the system at the installation. Orient training to the specific system being installed under this contract. Use operation and maintenance manual as the primary instructional aid in contractor provided activity personnel training. Manuals shall be delivered for each trainee with two additional sets delivered for archiving at the project site. Submit a training course schedule, syllabus, and training materials 14 days prior to the start of training. Obtain approval of the training course before beginning that phase of training. Furnish a qualified instructor approved by the system manufacturer to conduct training for the specific system.

Training manuals shall include an agenda, defined objectives and a detailed description of the subject matter for each lesson. Furnish audio-visual equipment and all other training materials and supplies. A training day is defined as 8 hours of classroom or lab instruction, including two 15 minute breaks and excluding lunch time, Monday through Friday, during the daytime shift in effect at the training facility. For guidance, the Contractor should assume the attendees will have a high school education.

The Contractor shall videotape the training session on VHS tapes and provide the tapes to the Government.

-- End of Section --

1451 QUALITY CONTROL

SPECIFICATION SECTION 01451 CONTRACTOR QUALITY CONTROL (January 2006)

PART 1: GENERAL

1.1 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1110-1-12 (1993)

Quality Management

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clauses and this specification section. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than five (5) days after receipt of Notice-to-Proceed (NTP) the proposed Contractor Quality Control (CQC) Plan. The plan shall identify personnel, procedures, control, instructions, records, and forms to be used.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both on site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, consultants, and purchasing agents. These procedures shall be in accordance with Specification 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test.
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Omitted

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in the CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Pre-construction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures, which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager, and sufficient number of additional qualified personnel to ensure safety and contract compliance. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of the CQC and have the authority to act in all CQC matters for the Contractor. The CQC system manager shall be a graduate engineer, graduate architect, or a graduate construction manager, with experience on construction projects similar in type to this contract OR a construction person with a minimum of ten (10) years in related work. The CQC System Manager shall be on the site at all times during construction and shall be employed by the Contractor. The CQC System Manager shall be

assigned no other duties. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the CQC system manager's absence. The requirements for the alternate will be the same as for the designated CQC manager.

3.4.3 Omitted

3.4.4 Additional Requirement

In addition to the above experience and/or education requirements, the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered by the government, and inquiries as to the next course offering may be directed to the local construction field office.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in the STR titled SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase.

This phase shall be performed prior to beginning work on each definable feature of work, after all required documents and materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards, in the English language unless specifically approved otherwise by the Contracting Officer, applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.

- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to verify that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. Reviews of the appropriate activity hazard analysis to ensure safety requirements are met.
- h. Discussion of procedures for constructing the work including repetitive deficiencies, construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the Contracting Officer has accepted the portion of the plan for the work to be performed.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase.

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels as appropriate.
- d. Resolve all differences.

- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase.

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted, and all noted deficiencies corrected, prior to the start of additional features of work that may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be required by the Contracting Officer on the same definable features of work if the quality of on-going work is unacceptable; if there are changes in the applicable QC staff or in the on-site production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product that conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Costs incidental to the transportation of samples or materials shall be borne by the Contractor.

Testing includes operation and/or acceptance tests when specified. A list of tests to be performed shall be furnished as a part of the CQC plan. The list shall give the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.

- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the Quality Control report for the date taken. Specification paragraph/item reference, location where tests were taken, and the sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the SPECIAL CONTRACT REQUIREMENTS Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within forty-eight (48) hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

In accordance with Specification 01312 QUALITY CONTROL SYSTEM, the contractor shall use the forms produced by and printed from QCS. Samples of any forms required to meet the requirements of this section which are not produced by that system shall be included in the contractors Quality Control Plan.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --