

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W917PM-06-R-0049	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 17-Sep-2006	PAGE OF PAGES 1 OF 308
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. W917PM-06-C-0034	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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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
TEL:	FAX:	See Item 7
TEL:	FAX:	TEL:
TEL:	FAX:	FAX:

9. FOR INFORMATION CALL:	A. NAME KIMBERLY PUGH	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>
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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):*

LOG DEPOT- CLASS V AMMUNITION SUPPLY AND CONSOLIDATION POINTS - GARDEZ, HERAT, KHOST, KHANDAHAR, MAZAR-E-SHARIF, DARULAMAN, QALAT, AND LASKARGAH, AFGHANISTAN

This project consists of the design and construction of an Ammunition Supply Point (ASP) facility for the brigade sites located in Kandahar, Gardez, Mazar-e-Sharif, and Herat, Afghanistan. It also includes the design and construction of an Ammunition Consolidation Point (ACP) facility for the brigade sites located in Gardez, Herat, and Mazar-e-Sharif. Ammunition Supply Point facility option bid item sites shall include Darulaman, Qalat, Khost, and Lashkargah. The ASP and ACP sites shall be located near the ANA Brigade compounds. The ASP and ACP are to be site adapted from the attached sketches in the Appendices. The lay-out and dimensions of the ASP and ACP are critical to the proper function, safety, and certification. The ASP and ACP shall be located at least 319 meters (1047 feet) from an inhabited building and 196 meters (644 feet) from a public transportation route in accordance with AFMAN 91-201.

11. The Contractor shall begin performance within 7 calendar days and complete it within 180 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? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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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 25 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)
ECC INTERNATIONAL, LLC
1240 BAYSHORE HIGHWAY
BURLINGAME CA 94010-1805

15. TELEPHONE NO. (Include area code)
650-347-1555 X318

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

See Item 14

CODE
30EY7

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

\$21,381,477.00

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

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

ITEM

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

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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REQUEST FOR PROPOSAL
FOR
LOG DEPOT-CLASS V AMMUNITION SUPPLY AND CONSOLIDATION POINTS
GARDEZ, HERAT, KHOST, KHANDAHAR, MAZAR-E-SHARIF, DARUALAMAN,
QALAT, AND LASHKARGAH, AFGHANISTAN

<u>Section</u>	<u>Title</u>
00010	Proposal Form
00110	Proposal Preparation
00120	Proposal Evaluation and Contract Award
00150	The Design-Build Process
01010	Scope of Work
	Appendix A – Garrison Layouts
	Appendix B – ASP Layout / ACP Layout / Guard Tower Drawing
01011	Design Concept Documents
01015	Technical Requirements
01060	Special Clauses
01312A	Quality Control System (QCS)
01321	Project Schedule
01335	Submittal Procedures for Design/Build Project
01415	Metric Measurements

01452

Contractor Quality Control

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ALL SITES FFP PREPARE MASTER PLAN (ALL ASP AND ACP SITES) (01010 PARAGRAPH 2.1) FOB: Destination	1	Lump Sum	\$290,228.00	\$290,228.00
					NET AMT
					\$290,228.00
ACRN AA CIN: 00000000000000000000000000000000					\$290,228.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	GARDEZ FFP PROVIDE SITE/UXO CLEARANCE (ASP AND ACP SITES) (01010 PARAGRAPH 2.2) FOB: Destination	1	Lump Sum	\$181,392.00	\$181,392.00
					NET AMT
					\$181,392.00
ACRN AA CIN: 00000000000000000000000000000000					\$181,392.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	DEMOLITION AND GRADING (ASP & ACP SITES) FFP (01010 PARAGRAPH 2.3) FOB: Destination	1	Lump Sum	\$130,203.00	\$130,203.00

NET AMT \$130,203.00

ACRN AA \$130,203.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	DESIGN AND CONSTRUCT ACCESS ROADS AND FFP PARKING AREAS (ASP) (01010 PARAGRAPH 2.4) FOB: Destination	1	Lump Sum	\$139,599.00	\$139,599.00

NET AMT \$139,599.00

ACRN AA \$139,599.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum	\$173,962.00	\$173,962.00
	DESIGN AND CONSTRUCT SECURITY FENCING FFP ASP AND ACP SITES - (01010 PARAGRAPH 2.5) FOB: Destination				

NET AMT \$173,962.00

ACRN AA \$173,962.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lump Sum	\$542,290.00	\$542,290.00
	DESIGN AND CONSTRUCT FORCE PROTECTION FFP BARRIERS AND CONTAINERS (ASP) - (01010 PARAGRAPH 2.6.1) FOB: Destination				

NET AMT \$542,290.00

ACRN AA \$542,290.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	DESIGN AND CONSTRUCT SOLAR BREAK (ASP) FFP (01010 PARAGRAPH 2.6.2) FOB: Destination	1	Lump Sum	\$362,959.00	\$362,959.00

NET AMT \$362,959.00

ACRN AA \$362,959.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	DESIGN AND CONSTRUCT MAIN ENTRY CONTROL FFP POINT(ASP) (01010 PARAGRAPH 2.6.3) FOB: Destination	1	Lump Sum	\$53,692.00	\$53,692.00

NET AMT \$53,692.00

ACRN AA \$53,692.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	DESIGN AND CONSTRUCT GUARD TOWERS (ASP) FFP (01010 PARAGRAPH 2.6.4) FOB: Destination	1	Lump Sum	\$110,069.00	\$110,069.00

NET AMT \$110,069.00

ACRN AA \$110,069.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	DESIGN AND CONSTRUCT OFFICE BLDG (ASP) FFP (01010 PARAGRAPH 2.6.5) FOB: Destination	1	Lump Sum	\$80,538.00	\$80,538.00

NET AMT \$80,538.00

ACRN AA \$80,538.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	DESIGN AND CONSTRUCT A LIGHTING FFP PROTECTION SYSTEM (01010 PARAGRAPH 2.6.6) (ASP) FOB: Destination	1	Lump Sum	\$161,076.00	\$161,076.00

NET AMT \$161,076.00

ACRN AA \$161,076.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	INSTALLATION OF FIRE EXTINGUISHERS (ASP) FFP (01010 PARAGRAPH 2.6.7) FOB: Destination	1	Lump Sum	\$59,061.00	\$59,061.00

NET AMT \$59,061.00

ACRN AA \$59,061.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lump Sum	\$304,739.00	\$304,739.00
	DESIGN AND CONSTRUCT LIGHTING AND FFP ELECTRICAL SYSTEM (ASP) (01010 PARAPGRAPH 2.6.8) FOB: Destination				

NET AMT \$304,739.00

ACRN AA \$304,739.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Lump Sum	\$50,790.00	\$50,790.00
	PORTABLE TOILETS (ASP) FFP (01010 PARAGRAPHS 2.6.9) FOB: Destination				

NET AMT \$50,790.00

ACRN AA \$50,790.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Lump Sum	\$731,286.00	\$731,286.00
	AMMUNITION CONTROL POINTS (ACP)				
	FFP				
	(01010 PARAGRAPH 2.7.1, 2.7.2, 2.7.3, 2.7.4, 2.7.5, 2.7.6, & 2.7.7)				
	TOTAL FOR BASE PROPOSAL GARDEZ (ITEMS 0002-0015)				
	FOB: Destination				

NET AMT \$731,286.00

ACRN AA \$731,286.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Lump Sum	\$181,392.00	\$181,392.00
	HERAT				
	FFP				
	PROVIDE SITE/UXO CLEARANCE (ASP AND ACP SITES) (01010				
	PARAGRAPH 2.2)				
	FOB: Destination				

NET AMT \$181,392.00

ACRN AA \$181,392.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	DEMOLITION AND GRADING FFP (ASP AND ACP SITES) (01010 PARAGRAPH 2.3) FOB: Destination	1	Lump Sum	\$145,828.00	\$145,828.00

NET AMT \$145,828.00

ACRN AA \$145,828.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	DESIGN AND CONSTRUCT ACCESS ROADS AND FFP PARKING AREAS (ASP) FOB: Destination	1	Lump Sum	\$156,351.00	\$156,351.00

NET AMT \$156,351.00

ACRN AA \$156,351.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	DESIGN AND CONSTRUCT SECURITY FENCING FFP (ASP AND ACP SITES) (01010 PARAGRAPH 2.5) FOB: Destination	1	Lump Sum	\$194,838.00	\$194,838.00

NET AMT \$194,838.00

ACRN AA \$194,838.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	DESIGN AND CONSTRUCT FORCE PROTECTION FFP BARRIERS AND CONTAINERS (ASP) (01010 PARAGRAPH 2.6.1) FOB: Destination	1	Lump Sum	\$607,365.00	\$607,365.00

NET AMT \$607,365.00

ACRN AA \$607,365.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021		1	Lump Sum	\$406,514.00	\$406,514.00
	DESIGN AND CONSTRUCT SOLAR BREAK FFP (ASP) (01010 PARAGRAPH 2.6.2) FOB: Destination				

NET AMT \$406,514.00

ACRN AA \$406,514.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		1	Lump Sum	\$60,135.00	\$60,135.00
	DESIGN AND CONSTRUCT MAIN ENTRY FFP CONTROL POINT (ASP) (01010 PARAGRAPH 2.6.3) FOB: Destination				

NET AMT \$60,135.00

ACRN AA \$60,135.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023		1	Lump Sum	\$123,277.00	\$123,277.00
	DESIGN AND CONSTRUCT GUARD TOWERS FFP (ASP) (01010 PARAGRAPH 2.6.4) FOB: Destination				

NET AMT \$123,277.00

ACRN AA \$123,277.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024		1	Lump Sum	\$90,203.00	\$90,203.00
	DESIGN AND CONSTRUCT OFFICE BUILDING FFP (ASP) (01010 PARAGRAPH 2.6.5) FOB: Destination				

NET AMT \$90,203.00

ACRN AA \$90,203.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	DESIGN AND CONSTRUCT A LIGHTNING FFP PROTECTION SYSTEM (01010 PARAGRAPH 2.6.6) (ASP) FOB: Destination	1	Lump Sum	\$180,405.00	\$180,405.00

NET AMT \$180,405.00

ACRN AA \$180,405.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	INSTALLATION OF FIRE EXTINGUISHERS FFP (ASP) (01010 PARAGRAPH 2.67) FOB: Destination	1	Lump Sum	\$66,149.00	\$66,149.00

NET AMT \$66,149.00

ACRN AA \$66,149.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	DESIGN AND CONSTRUCT LIGHTNING AND FFP ELECTRICAL SYSTEM (ASP) (01010 PARAGRAPH 2.6.8) FOB: Destination	1	Lump Sum	\$406,319.00	\$406,319.00

NET AMT \$406,319.00

ACRN AA \$406,319.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	PORTABLE TOLIETS (ASP) FFP (01010 PARAGRAPH 2.6.9) FOB: Destination	1	Lump Sum	\$65,301.00	\$65,301.00

NET AMT \$65,301.00

ACRN AA \$65,301.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029		1	Lump Sum	\$819,041.00	\$819,041.00
	AMMUNITION CONTROL POINTS (ACP) FFP (01010 PARAGRAPH 2.7.1, 2.7.2, 2.7.3, 2.7.4, 2.7.5, 2.7.6, 2.7.7) TOTAL BASE PROPOSAL HERAT (ITEMS 0016-0029) FOB: Destination				

NET AMT \$819,041.00

ACRN AA \$819,041.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030		1	Lump Sum	\$181,392.00	\$181,392.00
	MAZAR-E-SHARIF FFP PROVIDE SITE/UXO CLEARANCE (ASP AND ACP SITES) (01010 PARAGRAPH 2.2) FOB: Destination				

NET AMT \$181,392.00

ACRN AA \$181,392.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	DEMOLITION AND GRADING FFP (ASP AND ACP SITES) (01010 PARAGRAPH 2.3) FOB: Destination	1	Lump Sum	\$145,828.00	\$145,828.00

NET AMT \$145,828.00

ACRN AA \$145,828.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	DESIGN AND CONSTRUCT ACCESS ROADS FFP AND PARKING AREAS (ASP) (01010 PARAGRAPH 2.4) FOB: Destination	1	Lump Sum	\$156,351.00	\$156,351.00

NET AMT \$156,351.00

ACRN AA \$156,351.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033		1	Lump Sum	\$194,838.00	\$194,838.00
	DESIGN AND CONSTRUCT SECURITY FENCING FFP (ASP AND ACP SITES) (01010 PARAGRAPH 2.5) FOB: Destination				

NET AMT \$194,838.00

ACRN AA \$194,838.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034		1	Lump Sum	\$607,365.00	\$607,365.00
	DESIGN AND CONSTRUCT FORCE FFP PROTECTION BARRIERS AND CONTAINERS (ASP) (01010 PARAGRAPH 2.6.1) FOB: Destination				

NET AMT \$607,365.00

ACRN AA \$607,365.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	DESIGN AND CONSTRUCT SOLAR BREAK (ASP) FFP (01010 PARAGRAPH 2.6.2) FOB: Destination	1	Lump Sum	\$406,514.00	\$406,514.00

NET AMT \$406,514.00

ACRN AA \$406,514.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	DESIGN AND CONSTRUCT MAIN ENTRY CONTROL FFP POINT (ASP) (01010 PARAGRAPH 2.6.3) FOB: Destination	1	Lump Sum	\$60,135.00	\$60,135.00

NET AMT \$60,135.00

ACRN AA \$60,135.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037		1	Lump Sum	\$123,277.00	\$123,277.00
	DESIGN AND CONSTRUCT GUARD TOWERS				
	FFP				
	(ASP) (01010 PARAGRAPH 2.6.4)				
	FOB: Destination				

NET AMT \$123,277.00

ACRN AA \$123,277.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038		1	Lump Sum	\$90,203.00	\$90,203.00
	DESIGN AND CONSTRUCT OFFICE BUILDING				
	FFP				
	(ASP) (01010 PARAGRAPH 2.6.5)				
	FOB: Destination				

NET AMT \$90,203.00

ACRN AA \$90,203.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	DESIGN AND CONSTRUCT A LIGHTNING FFP PROTECTION SYSTEM (01010 PARAGRAPH 2.6.6) (ASP) FOB: Destination	1	Lump Sum	\$180,405.00	\$180,405.00

NET AMT \$180,405.00

ACRN AA \$180,405.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	INSTALLATION OF FIRE EXTINGUISHERS (ASP) FFP (01010 PARAGRAPH 2.6.7) FOB: Destination	1	Lump Sum	\$66,149.00	\$66,149.00

NET AMT \$66,149.00

ACRN AA \$66,149.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041		1	Lump Sum	\$406,319.00	\$406,319.00
	DESIGN AND CONSTRUCT LIGHTNING AND FFP ELECTRICAL SYSTEM (ASP) (01010 PARAGRAPH 2.6.8) FOB: Destination				

NET AMT \$406,319.00

ACRN AA \$406,319.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042		1	Lump Sum	\$65,301.00	\$65,301.00
	PORTABLE TOLIETS (ASP) FFP (01010 PARAGRAPH 2.6.9) FOB: Destination				

NET AMT \$65,301.00

ACRN AA \$65,301.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043		1	Lump Sum	\$819,041.00	\$819,041.00
	AMMUNITION CONTROL POINTS (ACP) FFP (01010 PARAGRAPHS 2.7.1, 2.7.2, 2.7.3, 2.7.4, 2.7.5, 2.7.6, 2.7.7) TOTAL BASE PROPOSAL MAZAR-E-SHARIF (ITEMS 0030-0043) FOB: Destination				

NET AMT \$819,041.00

ACRN AA \$819,041.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044		1	Lump Sum	\$181,392.00	\$181,392.00
	KANDAHAR FFP PROVIDE SITE.UXO CLEARANCE (ASP) (01010 PARAGRAPH 2.2) FOB: Destination				

NET AMT \$181,392.00

ACRN AA \$181,392.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	DEMOLITION AND GRADING (ASP) FFP (01010 PARAGRAPH 2.3) FOB: Destination	1	Lump Sum	\$145,828.00	\$145,828.00

NET AMT \$145,828.00

ACRN AA \$145,828.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	DESIGN AND CONSTRUCT ACCESS ROADS AND PARKING AREAS (ASP) (01010 PARAGRAPH 2.4) FFP FOB: Destination	1	Lump Sum	\$156,351.00	\$156,351.00

NET AMT \$156,351.00

ACRN AA \$156,351.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	DESIGN AND CONSTRUCT SECURITY FFP FENCING (ASP) (01010 PARAGRAPH 2.5) FOB: Destination	1	Lump Sum	\$194,838.00	\$194,838.00

NET AMT \$194,838.00

ACRN AA \$194,838.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048	DESIGN AND CONSTRUCT FORCE PROTECTION FFP BARRIERS AND CONTAINERS (ASP) (01010 PARAGRAPH 2.6.1) FOB: Destination	1	Lump Sum	\$607,365.00	\$607,365.00

NET AMT \$607,365.00

ACRN AA \$607,365.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049	DESIGN AND CONSTRUCT SOLAR BREAK (ASP) FFP (01010 PARAGRAPH 2.6.2) FOB: Destination	1	Lump Sum	\$406,514.00	\$406,514.00

NET AMT \$406,514.00

ACRN AA \$406,514.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050	DESIGN AND CONSTRUCT MAIN ENTRY FFP CONTROL POINT (ASP) (01010 PARAGRAPH 2.6.3) FOB: Destination	1	Lump Sum	\$60,135.00	\$60,135.00

NET AMT \$60,135.00

ACRN AA \$60,135.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051		1	Lump Sum	\$123,277.00	\$123,277.00
	DESIGN AND CONSTRUCT GUARD TOWERS FFP (ASP) (01010 PARAGRAPH 2.6.4) FOB: Destination				

NET AMT \$123,277.00

ACRN AA \$123,277.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052		1	Lump Sum	\$90,203.00	\$90,203.00
	DESIGN AND CONSTRUCT OFFICE BUILDING FFP (ASP) (01010 PARAGRAPH 2.6.5) FOB: Destination				

NET AMT \$90,203.00

ACRN AA \$90,203.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053		1	Lump Sum	\$180,405.00	\$180,405.00
	DESIGN AND CONSTRUCT A LIGHTNING FFP PROTECTION SYSTEM (01010 PARAGRAPH 2.6.6) (ASP) FOB: Destination				

NET AMT \$180,405.00

ACRN AA \$180,405.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054		1	Lump Sum	\$66,149.00	\$66,149.00
	INSTALLATION OF FIRE EXTINGUISHERS (ASP) FFP (01010 PARAGRAPH 2.6.7) FOB: Destination				

NET AMT \$66,149.00

ACRN AA \$66,149.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055		1	Lump Sum	\$406,319.00	\$406,319.00
	DESIGN AND CONSTRUCT LIGHTNING AND FFP ELECTRICAL SYSTEM (ASP) (01010 PARAGRAPH 2.6.8) FOB: Destination				

NET AMT \$406,319.00

ACRN AA \$406,319.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056		1	Lump Sum	\$65,301.00	\$65,301.00
	PORTABLE TOLIETS (ASP) FFP (01010 PARAGRAPH 2.6.9) TOTAL BASE PROPOSAL KANDAHAR (ITEMS 44-56) TOTAL FOR ALL BASE PROPOSAL (ITEMS 0002-0056) FOB: Destination				

NET AMT \$65,301.00

ACRN AA \$65,301.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057	DARUALAMAN	1	Lump Sum	\$140,556.00	\$140,556.00
EXERCISED OPTION	FFP PROVIDE SITE/UXO CLEARANCE (ASP) (01010 PARAGRAPH 2.2) FOB: Destination				

NET AMT \$140,556.00

ACRN AA \$140,556.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058	DEMOLITION AND GRADING (ASP)	1	Lump Sum	\$112,998.00	\$112,998.00
EXERCISED OPTION	FFP (01010 PARAGRAPH 2.3) FOB: Destination				

NET AMT \$112,998.00

ACRN AA \$112,998.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059		1	Lump Sum	\$121,153.00	\$121,153.00
EXERCISED OPTION	DESIGN AND CONSTRUCT ACCESS ROADS FFP AND PARKING AREAS (ASP) (01010 PARAGRAPH 2.4) FOB: Destination				

NET AMT \$121,153.00

ACRN AA \$121,153.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060		1	Lump Sum	\$150,975.00	\$150,975.00
EXERCISED OPTION	DESIGN AND CONSTRUCT SECURITY FENCING FFP (ASP) (01010 PARAGRAPH 2.5) FOB: Destination				

NET AMT \$150,975.00

ACRN AA \$150,975.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061		1	Lump Sum	\$470,631.00	\$470,631.00
EXERCISED OPTION	DESIGN AND CONSTRUCT FORCE PROTECTION FFP BARRIERS AND CONTAINERS (ASP) (01010 PARAGRAPH 2.6.1) FOB: Destination				

NET AMT \$470,631.00

ACRN AA \$470,631.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062		1	Lump Sum	\$314,997.00	\$314,997.00
EXERCISED OPTION	DESIGN AND CONSTRUCT SOLAR BREAK (ASP) FFP (01010 PARAGRAPH 2.6.2) FOB: Destination				

NET AMT \$314,997.00

ACRN AA \$314,997.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063		1	Lump Sum	\$46,597.00	\$46,597.00
EXERCISED OPTION	DESIGN AND CONSTRUCT MAIN ENTRY FFP CONTROL POINT (ASP) (01010 PARAGRAPH 2.6.3) FOB: Destination				

NET AMT \$46,597.00

ACRN AA \$46,597.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064		1	Lump Sum	\$95,524.00	\$95,524.00
EXERCISED OPTION	DESIGN AND CONSTRUCT GUARD TOWERS (ASP) FFP (01010 PARAGRAPH 2.6.4) FOB: Destination				

NET AMT \$95,524.00

ACRN AA \$95,524.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0065		1	Lump Sum	\$69,896.00	\$69,896.00
EXERCISED OPTION	DESIGN AND CONSTRUCT OFFICE BUILDING FFP (ASP) (01010 PARAGRAPH 2.6.5) FOB: Destination				

NET AMT \$69,896.00

ACRN AA \$69,896.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0066		1	Lump Sum	\$139,791.00	\$139,791.00
EXERCISED OPTION	DESIGN AND CONSTRUCT A LIGHTNING FFP PROTECTION SYSTEM (01010 PARAGRAPH 2.6.6 (ASP)) FOB: Destination				

NET AMT \$139,791.00

ACRN AA \$139,791.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0067		1	Lump Sum	\$51,257.00	\$51,257.00
EXERCISED OPTION	INSTALLATION OF FIRE EXTINGUISHERS (ASP) FFP (01010 PARAGRAPH 2.6.7) FOB: Destination				

NET AMT \$51,257.00

ACRN AA \$51,257.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068		1	Lump Sum	\$314,845.00	\$314,845.00
EXERCISED OPTION	DESIGN AND CONSTRUCT LIGHTNING AND FFP ELECTRICAL SYSTEM (ASP) (01010 PARAGRAPH 2.6.8) FOB: Destination				

NET AMT \$314,845.00

ACRN AA \$314,845.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0069		1	Lump Sum	\$50,600.00	\$50,600.00
EXERCISED OPTION	PORTABLE TOLIETS (ASP) FFP (01010 PARAGRAPH 2.6.9) TOTAL OPTIONAL BID ITEMS DARUALAMAN (ITEMS 0057-0069) FOB: Destination				

NET AMT \$50,600.00

ACRN AA \$50,600.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0070		1	Lump Sum	\$140,556.00	\$140,556.00
EXERCISED OPTION	QALAT FFP PROVIDE SITE/UXO CLEARANCE (ASP) (01010 PARAGRAPH 2.2) FOB: Destination				

NET AMT \$140,556.00

ACRN AA \$140,556.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	DEMOLITION AND GRADING (ASP)	1	Lump Sum	\$112,998.00	\$112,998.00
EXERCISED OPTION	FFP (01010 PARAGRAPH 2.3) FOB: Destination				

NET AMT \$112,998.00

ACRN AA \$112,998.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	DESIGN AND CONSTRUCT ACCESS ROADS AND PARKING AREAS (ASP)	1	Lump Sum	\$121,153.00	\$121,153.00
EXERCISED OPTION	FFP (01010 PARAGRAPH 2.4) FOB: Destination				

NET AMT \$121,153.00

ACRN AA \$121,153.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073		1	Lump Sum	\$150,975.00	\$150,975.00
EXERCISED OPTION	DESIGN AND CONSTRUCT SECURITY FENCING FFP (ASP) (01010 PARAGRAPH 2.5) FOB: Destination				

NET AMT \$150,975.00

ACRN AA \$150,975.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0074		1	Lump Sum	\$470,631.00	\$470,631.00
EXERCISED OPTION	DESIGN AND CONSTRUCTION FORCE PROTECTION FFP BARRIERS AND CONTAINERS (ASP) FOB: Destination				

NET AMT \$470,631.00

ACRN AA \$470,631.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0075		1	Lump Sum	\$314,997.00	\$314,997.00
EXERCISED OPTION	DESIGN AND CONSTRUCT SOLAR BREAK (ASP) FFP (01010 PARAGRAPH 2.6.2) FOB: Destination				

NET AMT \$314,997.00

ACRN AA \$314,997.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0076		1	Lump Sum	\$46,597.00	\$46,597.00
EXERCISED OPTION	DESIGN AND CONSTRUCT MAIN ENTRY FFP CONTROL POINT (ASP) (01010 PARAGRAPH 2.6.3) FOB: Destination				

NET AMT \$46,597.00

ACRN AA \$46,597.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0077		1	Lump Sum	\$95,524.00	\$95,524.00
EXERCISED OPTION	DESIGN AND CONSTRUCT GUARD TOWERS (ASP) FFP (01010 PARAGRAPH 2.6.4) FOB: Destination				

NET AMT \$95,524.00

ACRN AA \$95,524.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0078		1	Lump Sum	\$69,896.00	\$69,896.00
EXERCISED OPTION	DESIGN AND CONSTRUCT OFFICE BUILDING FFP (ASP) (01010 PARAGRAPH 2.6.5) FOB: Destination				

NET AMT \$69,896.00

ACRN AA \$69,896.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0079		1	Lump Sum	\$139,791.00	\$139,791.00
EXERCISED OPTION	DESIGN AND CONSTRUCT A LIGHTNING FFP PROTECTION SYSTEM (01010 PARAGRAPH 2.6.6) (ASP) FOB: Destination				

NET AMT \$139,791.00

ACRN AA \$139,791.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0080		1	Lump Sum	\$51,257.00	\$51,257.00
EXERCISED OPTION	INSTALLATION OF FIRE EXTINGUISHERS (ASP) FFP (01010 PARAGRAPH 2.6.7) FOB: Destination				

NET AMT \$51,257.00

ACRN AA \$51,257.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081		1	Lump Sum	\$314,845.00	\$314,845.00
EXERCISED OPTION	DESIGN AND CONSTRUCT LIGHTNING AND FFP ELECTRICAL SYSTEM (ASP) (01010 PARAGRAPH 2.6.8) FOB: Destination				

NET AMT \$314,845.00

ACRN AA \$314,845.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082		1	Lump Sum	\$50,600.00	\$50,600.00
EXERCISED OPTION	PORTABLE TOLIETS (ASP) FFP (01010 PARAGRAPH 2.6.9) TOTAL OPTIONAL BID ITEMS QALAT (ITEMS 0070-0082) FOB: Destination				

NET AMT \$50,600.00

ACRN AA \$50,600.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083	KHOST	1	Lump Sum	\$140,556.00	\$140,556.00
EXERCISED OPTION	FFP PROVIDE SITE/UXO CLEARANCE (ASP) (01010 PARAGRAPH 2.2) FOB: Destination				

NET AMT \$140,556.00

ACRN AA \$140,556.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0084	DEMOLITION AND GRADING (ASP)	1	Lump Sum	\$112,998.00	\$112,998.00
EXERCISED OPTION	FFP (01010 PARAGRAPH 2.3) FOB: Destination				

NET AMT \$112,998.00

ACRN AA \$112,998.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0085		1	Lump Sum	\$121,153.00	\$121,153.00
EXERCISED OPTION	DESIGN AND CONSTRUCT ACCESS ROADS FFP AND PARKING AREAS (ASP) (01010 PARAGRAPH 2.4) FOB: Destination				

NET AMT \$121,153.00

ACRN AA \$121,153.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0086		1	Lump Sum	\$150,975.00	\$150,975.00
EXERCISED OPTION	DESIGN AND CONSTRUCT SECURITY FENCING FFP (ASP) (01010 PARAGRAPH 2.5) FOB: Destination				

NET AMT \$150,975.00

ACRN AA \$150,975.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0087		1	Lump Sum	\$470,631.00	\$470,631.00
EXERCISED OPTION	DESIGN AND CONSTRUCT FORCE PROTECTION FFP BARRIERS AND CONTAINERS (ASP) (01010 PARAGRAPH 2.6.1) FOB: Destination				

NET AMT \$470,631.00

ACRN AA \$470,631.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0088		1	Lump Sum	\$314,997.00	\$314,997.00
EXERCISED OPTION	DESIGN AND CONSTRUCTION SOLAR BREAK FFP (ASP) 901010 PARAGRAPH 2.6.2) FOB: Destination				

NET AMT \$314,997.00

ACRN AA \$314,997.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0089		1	Lump Sum	\$46,597.00	\$46,597.00
EXERCISED OPTION	DESIGN AND CONSTRUCT MAIN ENTRY POINT FFP (ASP) (01010 PARAGRAPH 2.6.3) FOB: Destination				

NET AMT \$46,597.00

ACRN AA \$46,597.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0090		1	Lump Sum	\$95,524.00	\$95,524.00
EXERCISED OPTION	DESIGN AND CONSTRUCT GUARD TOWERS FFP (ASP) (01010 PARAGRAPH 2.6.4) FOB: Destination				

NET AMT \$95,524.00

ACRN AA \$95,524.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0091		1	Lump Sum	\$69,896.00	\$69,896.00
EXERCISED OPTION	DESIGN AND CONSTRUCT OFFICE BUILDING FFP (ASP) (01010 PARAGRAPH 2.6.5) FOB: Destination				

NET AMT \$69,896.00

ACRN AA \$69,896.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0092		1	Lump Sum	\$139,791.00	\$139,791.00
EXERCISED OPTION	DESIGN AND CONSTRUCT A LIGHTNING FFP PROTECTION SYSTEM (01010 PARAGRAPH 2.6.6) (ASP) FOB: Destination				

NET AMT \$139,791.00

ACRN AA \$139,791.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0093		1	Lump Sum	\$51,257.00	\$51,257.00
EXERCISED OPTION	INSTALLATION OF FIRE EXTINGUISHERS (ASP) FFP (01010 PARAGRAPH 2.6.7) FOB: Destination				

NET AMT \$51,257.00

ACRN AA \$51,257.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0094		1	Lump Sum	\$314,845.00	\$314,845.00
EXERCISED OPTION	DESIGN AND CONSTRUCT LIGHTNING AND FFP ELECTRICAL SYSTEM (ASP) (01010 PARAGRAPH 2.6.8) FOB: Destination				

NET AMT \$314,845.00

ACRN AA \$314,845.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0095		1	Lump Sum	\$50,600.00	\$50,600.00
EXERCISED OPTION	PORTABLE TOLIETS (ASP) FFP (01010 PARAGRAPH 2.6.9) TOTAL OPRIONAL BID ITEMS KHOST (ITEMS 0083-0095) FOB: Destination				
				NET AMT	\$50,600.00
	ACRN AA CIN: 00000000000000000000000000000000				\$50,600.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0096		1	Lump Sum	\$140,556.00	\$140,556.00
EXERCISED OPTION	LASHKARGAH FFP PROVIDE SITE.UXO CLEARANCE (ASP) (01010 PARAGRAPH 2.2) FOB: Destination				
				NET AMT	\$140,556.00
	ACRN AA CIN: 00000000000000000000000000000000				\$140,556.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0097	DEMOLITION AND GRADING (ASP)	1	Lump Sum	\$112,998.00	\$112,998.00
EXERCISED OPTION	FFP (01010 PARAGRAPH 2.3) FOB: Destination				

NET AMT \$112,998.00

ACRN AA \$112,998.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0098	DESIGN AND CONSTRUCT ACCESS ROADS AND PARKING AREAS (ASP)	1	Lump Sum	\$121,153.00	\$121,153.00
EXERCISED OPTION	FFP (01010 PARAGRAPH 2.4) FOB: Destination				

NET AMT \$121,153.00

ACRN AA \$121,153.00
 CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0099		1	Lump Sum	\$150,975.00	\$150,975.00
EXERCISED OPTION	DESIGN AND CONSTRUCT SECURITY FENCING FFP (ASP) (01010 PARAGRAPH 2.5) FOB: Destination				

NET AMT \$150,975.00

ACRN AA \$150,975.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100		1	Lump Sum	\$470,631.00	\$470,631.00
EXERCISED OPTION	DESIGN AND CONSTRUCT FORCE PROTECTION FFP BARRIERS AND CONTAINERS (ASP) (01010 PARAGRAPH 2.6.1) FOB: Destination				

NET AMT \$470,631.00

ACRN AA \$470,631.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		1	Lump Sum	\$314,997.00	\$314,997.00
EXERCISED OPTION	DESIGN AND CONSTRUCT SOLAR BREAK (ASP) FFP (01010 PARAGRAPH 2.6.2) FOB: Destination				

NET AMT \$314,997.00

ACRN AA \$314,997.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102		1	Lump Sum	\$46,597.00	\$46,597.00
EXERCISED OPTION	DESIGN AND CONSTRUCT MAIN ENTRY CONTROL FFP POINT (ASP) 901010 PARAGRAPH 2.6.3) FOB: Destination				

NET AMT \$46,597.00

ACRN AA \$46,597.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103		1	Lump Sum	\$95,524.00	\$95,524.00
EXERCISED OPTION	DESIGN AND CONSTRUCT GUARD TOWERS (ASP) FFP (01010 PARAGRAPH 2.6.4) FOB: Destination				

NET AMT \$95,524.00

ACRN AA \$95,524.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104		1	Lump Sum	\$69,896.00	\$69,896.00
EXERCISED OPTION	DESIGN AND CONSTRUCT OFFICE BUILDING FFP (ASP) (01010 PARAGRAPH 2.6.5) FOB: Destination				

NET AMT \$69,896.00

ACRN AA \$69,896.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105		1	Lump Sum	\$139,791.00	\$139,791.00
EXERCISED OPTION	DESIGN AND CONSTRUCT A LIGHTNING FFP PROTECTION SYSTEM (01010 PARAGRAPH 2.6.6) (ASP) FOB: Destination				

NET AMT \$139,791.00

ACRN AA \$139,791.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106		1	Lump Sum	\$51,257.00	\$51,257.00
EXERCISED OPTION	INSTALLATION OF FIRE EXTINGUISHERS (ASP) FFP (01010 PARAGRAPH 2.6.7) FOB: Destination				

NET AMT \$51,257.00

ACRN AA \$51,257.00
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107		1	Lump Sum	\$314,845.00	\$314,845.00
EXERCISED OPTION	DESIGN AND CONSTRUCT LIGHTNING AND FFP ELECTRICAL SYSTEM (ASP) (01010 PARAGRAPH 2.6.8) FOB: Destination				
					NET AMT
					\$314,845.00
ACRN AA					\$314,845.00
CIN: 00000000000000000000000000000000					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0108		1	Lump Sum	\$50,600.00	\$50,600.00
EXERCISED OPTION	PORTABLE TOLIETS (ASP) FFP (01010 PARAGRAPH 2.6.9) TOTAL OPTIONAL BID ITEMS LASHKARGAH (ITEMS 0096-0108) TOTAL FOR ALL OPTIONAL BID ITEMS (0057-0108) TOTAL FOR PROPSAL (BASE AND OPTION BID ITEMS (0002-0108) DO NOT ADD A SEPARATE LINE ITEM FOR DBA SUPPLEMENTAL INSURANCE. DBA SUPPLEMENTAL INSURANCE MUST BE ALLOCATED BASED ON THE LABOR COST FOR EACH LINE ITEM. YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE IF YOU FAIL TO COMPLY WITH THE DIRECTIONS ABOVE. FOB: Destination				
					NET AMT
					\$50,600.00
ACRN AA					\$50,600.00
CIN: 00000000000000000000000000000000					

PROPOSAL SCHEDULE NOTES

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

INSTRUCTIONS TO BIDDERS

PREPROPOSAL CONFERENCE WILL BE HELD JUNE 28, 2006, 9:00 AM LOCAL TIME. Offerors who plan to participate, please email me at Kimberly.Pugh@tac01.usace.army.mil, no later than JUNE 27 2006.

Estimated cost range of this project is estimated between \$10,000,000.00 - \$25,000,000.00

NOTICE: Return Section 00600, "Representations and Certifications" and requested pre-award information from Sections 00010 "Solicitation Contract Form" and 00100 "Bidding Schedule/Instructions to Bidders", with your proposal. See 52.0209-4002 in Section 00100.

Request for information must be directed to the person listed in Item 9 above 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: US Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (behind Aman High School), Kabul, Afghanistan, Attn: Kimberly Pugh, prior to the time and date specified above for receipt of proposals. Due to heightened security conditions, access to the building is controlled by security personnel. **Electronic proposals will not be accepted.**

DEFENSE BASE ACT INSURANCE

DO NOT ADD A SEPARATE LINE ITEM FOR DBA SUPPLEMENTAL INSURANCE. DBA SUPPLEMENTAL INSURANCE MUST BE ALLOCATED ON THE LABOR COST FOR EACH LINE ITEM. YOUR PROPOSAL WILL BE CONSIDERED NONRESPONSIVE IF YOU FAIL TO COMPLY WITH THE DIRECTIONS ABOVE.

Section 00100 - Bidding Schedule/Instructions to Bidders

PROPOSAL PREPARATION 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 one original and two copies of the Volume II proposal. The Volume II proposal shall be sealed in a single package separate from the Volume I proposals and both packages shall be clearly marked. 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/Past Performance. 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 five 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
- 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.

1.1.2 Factor 2 - Project Management/Commitment. 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 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.

1.1.3. Factor 3 – Personnel/Resource Commitment. 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

- Construction Superintendent
- Construction Foreman (if different from above)
- 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

Demonstrate personnel and resources to be utilized for this project as well as additional resources available if necessary. Include a list of key equipment resources. 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.

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" or A4 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. 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:

C.1 General. Any conflicting criteria which cannot be resolved by the Order of Precedence specified in Section 01011, DESIGN CONCEPT DOCUMENTS 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.

C.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.

C.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 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.

C.4 Final Proposal Revision(s):

C.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.

C.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 --

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) factors shall 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 low (L) confidence (high risk), medium (M) confidence (medium risk), or high confidence (H) (low risk). The non-pricing Volume (I, Management-Technical) taken together have 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/Past Performance.

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, project complexity) will receive a higher rating than those with dissimilar or non-relevant projects. 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.

1.1.2 Factor 2 – Project Management/Commitment.

The evaluators will evaluate and rate the project management plan including the design-build team structure and responsibilities of each team member, 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; 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.

1.1.3 Factor 3 – Personnel/Resource Commitment.

The Government will evaluate the qualifications and experience of the proposed project personnel and the commitment to participate in this project and other resources to successfully complete the project. Contractor personnel with experience with similar relevant projects (type of construction, dollar value, design-build method, project 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.

1.2 Format. Proposal will be evaluated based on adherence to format requirements of Section 00110, Proposal Preparation.

2. VOLUME II – COST/PRICE PROPOSAL PREPARATION. The Government will evaluate whether the Volume II 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 BUILD PROCESS

SECTION 00150

THE DESIGN/BUILD PROCESS

PART 1 - GENERAL

1. DESIGN/BUILD (DB) PROCESS

The facility shall be designed and built 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, a Preliminary Design 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

NTP shall be given at the award of the contract. If Option Bid Items are awarded after the Base Bid Item NTP, the contractor shall have 180 calendar days from the Option Bid Item Notice to Proceed to complete the work. The successful DB contractor shall develop and submit for review two submittals, first and second. 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 the 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.

b. Part 2 shall include all design services required to complete the second design submittal (95%). 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 (100%). Part 3 design shall not begin until an approval of the Part 2 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	7 days following Award of Contract (upon written notification)
Design Phase, Part 1 – Basic Services Pre-design Meeting	Within 7 days of Notice to Proceed

UXO/mine survey clearance complete	20 days after Notice to Proceed
<u>Design Phase Part 1</u> First Design Submittal Due (35% design completion level)	20 days after Notice to Proceed
Submittal Review Conference (Kabul, Afghanistan)	7 days after 35 percent design review complete by COE
Build Phase authorization to commence	Upon approval of corrected first design submittal
<u>Design Phase Part 2</u> Second Design Submittal Due (95% design completion level)	10 days following 35 percent design review conference
Submittal Review Conference (Kabul, Afghanistan)	7 days following 95 percent design review complete by COE
Re-Submit for Review and Approval as <u>Design Phase Part 3</u> Third Design Submittal Due (100% completion level)	10 days following 95 percent review conference
Incorporate Changes to Submittals Re-Submit for Review and Approval	5 days following 100 percent design review by COE
Build Phase Authorization for Remainder of Work	Upon approval of Third submittal

Construction:

Base Proposal Construction	**
Options – refer Section 00010	**

Total Design and Construction Period	** (performance period includes design and construction phases)
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All days are in calendar days.

** Refer to Section 01010 for Performance Period.

---End of Section---

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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 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 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.

MAGNITUDE OF CONSTRUCTION

52.1000-4234 MAGNITUDE OF CONSTRUCTION (OCT 1994) (LRD)

The estimated cost range of the project is between \$10,000,000.00 - \$25,000,000.00.

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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--

(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)

CLAUSES INCORPORATED BY FULL TEXT

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

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **90 DAYS**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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;

(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)

CLAUSES INCORPORATED BY FULL TEXT

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

(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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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 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 -

(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)

CLAUSES INCORPORATED BY FULL TEXT

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 **15** 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 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, 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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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-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;

(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 DEFENSE FAR SUPPLEMENT (48 CFR 2) 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)

(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."

"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 employees 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;

(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

AA: 9711x8242b201n0x088170haa001000004421432303k5735nac6g16h
AMOUNT: \$21,381,477.00
CIN 00000000000000000000000000000000: \$21,381,477.00

Section 00800 - Special Contract Requirements

SECTION 1011 DESIGN CONCEPT DO

SECTION 01011

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 Division 02 through 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.ccb.org/docs/ufgshome/UFGSToc.htm>. The CCB must be obtained by the A/E if the criteria is 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 00600, 00700, 00800, and sections 01440 through 01700, to the successful offeror; and these sections shall be included in the final construction specifications without change. The DB 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.

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 or in the Construction Criteria Base CD-Rom.

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

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 180 . * 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 \$1103.58 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)

(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 (MAY 2006)

(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>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/>.

(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.

(End of clause)

ECONOMIC SURVEILLANCE

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

SECTION 1010 STATEMENT OF WORK

**DESIGN-CONSTRUCT
AMMUNITION SUPPLY AND CONTROL POINTS
KANDAHAR, GARDEZ, MAZAR-E-SHARIF, AND HERAT, AFGHANISTAN**

SECTION 01010

SCOPE OF WORK

1. GENERAL

1.1 This project consists of the design and construction of an Ammunition Supply Point (ASP) facility for the brigade sites located in Kandahar, Gardez, Mazar-e-Sharif, and

Herat, Afghanistan. It also includes the design and construction of an Ammunition Consolidation Point (ACP) facility for the brigade sites located in Gardez, Herat, and Mazar-e-Sharif. Ammunition Supply Point facility option bid item sites shall include Darualaman, Qalat, Khost, and Lashkargah. The ASP and ACP sites shall be located near the ANA Brigade compounds. The ASP and ACP are to be site adapted from the attached sketches in the Appendices. The lay-out and dimensions of the ASP and ACP are critical to the proper function, safety, and certification. The ASP and ACP shall be located at least 319 meters (1047 feet) from an inhabited building and 196 meters (644 feet) from a public transportation route in accordance with AFMAN 91-201. Appendix A of this Section contains Garrison Layouts and proposed locations of the ASP's.

1.2 The work shall include the preparation of design documents and the subsequent construction of the facility. The facility shall include structures as shown on attached drawings herein, specifications, and contain all necessary utilities for operation of such. These facilities shall be designed and constructed in accordance with current U.S. Design Standards, building codes, safety and security standards. A partial listing of references is included herein. The contractor shall provide to the U.S. Government As-Built drawings in ACAD 2005 (or later version) after the construction is completed but before the facilities are accepted as substantially complete. The As-Built drawings shall contain all the modifications and changes during the construction.

1.3 Work shall be executed in accordance with the Technical Requirements in Section 01015 of this scope and the drawings attached in the Appendices. In case of question or ambiguity, the Contracting Officer (KO) shall make the final decision. The KO shall furnish the decision in writing if requested by the contractor. Designs shall be approved by the Contracting Officer's Representative (COR) prior to the start of work. Contractor shall verify all dimensions provided in the scope of work prior to the start of any construction.

1.4 All information shall be presented in English.

1.5 All material approved shall become standardized material to be used throughout the facilities under this contract. Deviation from the approved material is not authorized unless approved by the Contracting Officer. Different sub-contractors shall not use different material or standards under this contract.

1.6 Design Guide Information is provided in Paragraph 1.3 of this section to utilize in the project design and construction.

1.7 Final acceptance of work – The Contractor shall schedule an inspection with the government for final acceptance of the work, following substantial completion of all elements of the project described in this contract and after performing a thorough completion inspection himself. Based upon a visual walk through of the project site, the government will determine if the facility is complete and usable, along with any minor punch list items that require correction. The Contractor shall have 20 days from final acceptance to correct any punch list items. If punch list items are not satisfactorily

completed within that timeframe, the government reserves the right to issue a deductive modification for the unresolved deficiencies and pursue completion of the work via another contractor.

1.8 Warranty: The Contractor shall repair and/or replace all defective materials or workmanship at his own cost for a warranty period of one year commencing upon the date of final acceptance of the project.

1.9 Submittals and a Submittal Register are required as specified in Section 01335 of the Basic Contract.

1.10 Contract Performance Period/Completion date: 180 calendar days from the acknowledgement of the Notice to Proceed. Base Bid items to be completed 180 days from the acknowledgement of the Notice to Proceed. Notice to Proceed shall be given at the *award of the contract*.

Decision to exercise options shall be made within 30 days of award of Base Contract. If Option Bid Items are awarded after the Base Bid Item NTP, the contractor shall have 180 calendar days from the Option Bid Item Notice to Proceed to complete the work.

1.11 Liquidated Damages - The contractor shall be charged \$1,103.58 per day for each calendar day the work extends beyond the contract completion due to inexcusable delays.

2. SUMMARY OF WORK. The contractor shall design and construct the facilities as a design-construct contract in accordance with the requirements stated herein Section 01010: SCOPE of WORK, Section 01015: TECHNICAL REQUIREMENTS, and attached drawings. Air conditioning and heating of any facility will not be required unless specified in this section. The design and construction work shall include but not be limited to the following:

BASE BID ITEMS:

- A. Prepare a Master Plan, to include base bid and option bid items (paragraph 2.1)
- B. Demining and Clearance Certificate (paragraph 2.2)
- C. Demolition and Grading (paragraph 2.3)
- D. Design and Construct Access Roads and Parking Areas (paragraph 2.4)
- E. Design and Construct Security Fencing (paragraph 2.5)
- F. Design and Construct Force Protection Barriers and Containers (paragraph 2.6.1)
- G. Design and Construct Solar Break (paragraph 2.6.2)
- H. Design and Construct Main Entry Control Point (paragraph 2.6.3)
- I. Design and Construct Guard Towers (paragraph 2.6.4)
- J. Design and Construct Office Building (paragraph 2.6.5)
- K. Design and Construct a Lightning Protection System (paragraph 2.6.6)
- L. Installation of Fire Extinguishers (paragraph 2.6.7)
- M. Design and Construct Lighting and Electrical System (paragraph 2.6.8)

- N. Provide Portable Toilets (paragraph 2.6.9)
- O. Ammunition Control Point facilities (paragraph 2.7.1, 2.7.2, 2.7.3, 2.7.4, 2.7.5, 2.7.6, 2.7.7)

OPTION BID ITEMS:

- Q. Darualaman ASP
- R. Qalat ASP
- S. Khost ASP
- T. Lashkargah ASP

2.1. SURVEYS AND MASTER PLANNING

The contractor shall perform a geotechnical investigation as defined in Section 01015; perform a site topographic survey; prepare an Ammunition Supply Point (ASP) and Ammunition Control Point (ACP) Master Plan for each of the base bid and option bid sites including 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. A (35%) design and Master Plan review shall be conducted with the contractor at the respective site 20 days after award of the contract.

2.2. DEMINING ACTIVITIES

Contractor shall de-mine an area designated by the Contracting Officer's Representative (COR) at the designated site. The ASP and ACP area requiring de-mining will include 3 additional meters around the entire perimeter of the site for safety. The site shall be located at least 319 meters (1047 feet) from any inhabited buildings and 196 meters (644 feet) from public transportation routes in accordance with AFMAN 91-201. The lay-out and dimensions are critical to the proper function, safety, and certification for the eventual ASP which is to be located on the site.

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, paragraph 1.10.1.1. Overall completion of this work item shall be 20 days from Notice to Proceed of this contract.

2.3. DEMOLITION AND GRADING

Site demolition is required after Demining and prior to construction of new work. Grading at the site is required and shall conform to requirements and references herein. After Demining, the contractor shall remove and dispose of all debris, vegetation, concrete, and existing buildings, foundations, as required. Contractor shall verify location of debris disposal with Contracting Officer. The contractor shall be responsible for the final ASP and ACP site grading and drainage required for the base work items. Final site grading and drainage shall be in accordance with the entire site grading and drainage plan.

The contractor shall overlay the entire length of graded surface area with 5.00 cm (2 inches) of aggregate base course (ABC). The contractor shall use a roller to compact the stone in place for the entire surface area.

2.4. ROCK ROADS AND PARKING AREA

The contractor shall install crushed aggregate surfaced access roadways from the Ammunition Supply Point and/or Ammunition Control Point entrance to the ANA Base Camp entrance and shall be designed and constructed as detailed in Section 01015, Technical Requirements. Main entrance road shall feature a 360 degree turnaround. Turnaround shall be designed to accommodate a 60 foot tractor-trailer rig. Roads shall be surfaced with 100 mm of compacted, crushed well-graded aggregate. Aggregate diameter shall not exceed 25mm. Inside the ASP (see Appendix B), the Contractor shall install a crushed aggregate surfaced parking area for 10 vehicles.

2.5 SECURITY FENCING

The contractor shall design and construct security fences of the required type as shown on the drawings for the ASP's and ACP's and detailed in Section 01015, Technical Requirements.

2.6. AMMUNITION SUPPLY POINTS

2.6.1 FORCE PROTECTION BARRIERS AND CONTAINERS

The contractor shall design and construct force protection barriers of the required type and size as shown on the drawings and as detailed in Section 01015, Technical Requirements. The ASP shall be located a minimum distance of 319 meters from an inhabited building and 196 meters from a public transportation route.

The supply point shall consist of 20 individual connex containers of dimension 20 ft long by 8 ft high by 8 ft wide (6.10 m long by 2.44 m high by 2.44 m wide), each separated as shown on the drawing in Appendix B by Hesco barrier walls on three sides. The Contractor shall ensure that each connex container has adequate floor and roof line ventilation to promote air circulation and cooling. All Hesco barrier walls shown in the sketch shall consist of a bottom layer of Hesco Military 8G bins (2 rows), topped by a second layer consisting of a single row of 4G Hesco barriers. The container/Hesco system shall be enclosed as shown by additional Hesco barrier protection. The ASP and ACP area enclosed by the outer Hesco units shall be provided with 100 mm crushed aggregate base course. Hesco barriers shall be installed in accordance with Section 01015, Technical Requirements.

2.6.2 SOLAR BREAK INSTALLATION

The Contractor shall install a military style solar break over the entire HESCO structure and per Section 01015, Technical Requirements. The Contractor is to ensure the solar break is secured on top of each HESCO spanning the connex containers with 10 inches (25.4 cm) clearance between the top of the connex container and the bottom of the solar break, with no openings in the structure.

2.6.3 MAIN ENTRY CONTROL POINT

The contractor shall design and construct a Main Entry Control Point as detailed in Section 01015, Technical Requirements. Immediate area shall be lighted. Guard House design shall be modified from standardized FORSCOM Access Control Point design. A general space shall be provided for 2 guards within entry control point. Area outside vicinity of guard house shall be provided with an all weather non-slip surface and shall be graded to sufficiently drain away from building and pedestrian areas. Building shall be constructed with a concrete slab with foundation below a frost line of 800 mm min. Windows shall be made of plexiglass at least 8 mm thick and should be capable of opening and closing by sliding on tracks. One electrical outlet shall be installed in the guard house. The Guard House shall have one split type minimum 18,000 BTU cooling/heating unit. Security lighting shall be provided outside the guard house to illuminate the immediate vicinity.

2.6.4 GUARD TOWERS

The Contractor shall design and construct two (2) guard towers made of three connex containers per the attached drawing in Appendix B and per Section 01015, Technical Requirements. Locations of the guard towers will be as shown in the drawings in Appendix B. Each tower shall have 4 windows which can be opened from the inside measuring 80 cm high by 100 cm wide. Windows shall not be screened. Windows shall be made of plexiglass at least 8 mm thick and should be capable of opening and closing by sliding on tracks. The tower shall be elevated approximately 5 meters to the top of the roofline and be constructed of connex containers. The tower shall sit on footings

designed by the Contractor to be of size and thickness to support the entire tower. All concrete shall be reinforced. Footings shall be a min of 800 mm deep. Rebar shall be placed per IBC Code.

The roof shall have a gutter system to evacuate rain accumulation. The gutter system shall run the entire height of the tower and drain near the finished ground level to a splash block. The ladder and platforms shall be constructed per OSHA Standards, with entry to the tower through a lockable security door installed in the connex container. One electrical outlet shall be installed in each guard tower. Each Guard Tower shall have one split type minimum 18,000 BTU cooling/heating unit.

Guard towers shall be provided with general lighting and shall be fitted with one 360-degree omni directional searchlight. Weather-resistant duplex receptacles shall be provided as required for general use. The area in the immediate exterior vicinity of the guard tower shall be provided with an all weather non-slip surface and shall be graded to sufficiently drain away from building.

2.6.4 DESIGN AND CONSTRUCT OFFICE BUILDING

The Contractor shall design and construct an Office Building inside the ASP for a place to store records. Location shall be as shown on drawing in Appendix C. The Contractor shall combine two connex containers to form an Office Building with dimensions 16 ft x 20 ft, or an office building of equal size. The Office Building shall have a concrete foundation. Electrical outlets shall be installed in the building. The building shall have two split type minimum 18,000 BTU cooling/heating units on opposite sides of the building. There shall be a minimum of four windows in the building. The Office Building shall be in accordance with Section 01015, Technical Requirements and standard code criteria.

2.6.5 LIGHTNING PROTECTION

The contractor shall provide a complete Lightning Protection System for the Ammunition Supply Points (ASP) in accordance with Section 01015, Technical Requirements and ATPF criteria.

2.6.6 LIFE SAFETY / FIRE PROTECTION

Design and Construct all circulation pathways and exits in accordance with applicable codes and references. Sprinklers are not required. The facility shall comply with all other safety requirements as required within references. Portable fire extinguishers shall be installed at each connex container location in accordance with requirements.

2.6.7 DESIGN AND CONSTRUCT LIGHTING AND ELECTRICAL SYSTEM

Two exterior flood style light fixtures shall be installed, one at each corner of the ASP facing the entrance road. Minimum wire gauge for lighting will be 3 x 4 mm². Each light will be placed at the top of a light pole facing outward. The lighting will be controlled by a photocell and provided with a master control override switch located at the ASP ECP. One additional light shall be located at the front gate and one at the opposite end directly center between the corners made of the same type facing outward. A small two way exterior flood type lamp will be installed between each connex container by the end of the HESCO system facing the connex entrance. Additional perimeter lighting necessary to provide sufficient illumination of the surrounding area for security will be designed as required.

Searchlights at guard towers shall be provided as indicated and shall have the following:

- prison grade
- nickel reflectors (bullet resistant)
- 65 million candlepower (1000 watts)
- manual operation from below with one hand
- zenon lamp
- weatherproof design

Generators will be provided and sized to power the entire site. Generator sets shall be provided with load banks matched to each generator. Backup generator shall be provided. Electrical power and receptacles shall be provided as indicated. Conductors and circuits shall be sized for the specific loads. The voltage rating shall be 220/ 380V, 50 Hertz.

2.6.8 PROVIDE PORTABLE TOILETS

The Contractor is to provide four (4) self contained portable eastern style toilet units oriented in a north/south direction. The units shall be spaced throughout the complex.

2.7 AMMUNITION CONTROL POINTS

The contractor shall perform work to consist of: (1) survey and layout of construction area, (2) leveling, graveling and grading of construction area, (3) construct HESCO barrier walls, (4) install one chain link type gate at entrance point, (5) place twenty (20) connex containers for ammo storage inside HESCO barrier walls.

2.7.1 HESCO PERIMETER WALLS

The contractor shall construct HESCO barrier walls on the perimeter of the construction area as per the ACP layout drawings in Appendix C. All Hesco barrier walls shown in the sketch shall consist of a bottom layer of Hesco Military 8G bins (2 rows), topped by a second layer consisting of a single row of 4G Hesco barriers. The container/Hesco system shall be enclosed as shown by additional Hesco barrier protection. The ACP area enclosed by the outer Hesco units shall be provided with 6 inches of compacted gravel. Hesco barriers shall be installed in accordance with Section 01015, Technical

Requirements. Contractor shall ensure that there are no gapped areas along finished walls. Contractor shall ensure that the exterior dimensions of perimeter walls are 460' x 223' minimum.

2.7.2 HESCO INTERIOR WALLS

Construct walls inside construction area as per the ACP layout drawings in Appendix C. There shall be a minimum space of 40' between interior HESCO walls and perimeter HESCO walls. All Hesco barrier walls shown in the sketch shall consist of a bottom layer of Hesco Military 8G bins (2 rows), topped by a second layer consisting of a single row of 4G Hesco barriers.

2.7.3 SOLAR BREAK INSTALLATION

The Contractor shall install a military style solar break over the entire HESCO structure and per Section 01015, Technical Requirements. The Contractor is to ensure the solar break is secured on top of each HESCO spanning the connex containers with 10 inches (25.4 cm) clearance between the top of the connex container and the bottom of the solar break, with no openings in the structure.

2.7.4 ENTRY CONTROL POINT GATE

Construct one chain link fabric entry control point gate. The gate shall be a minimum of 20 feet wide between HESCO walls once fully opened.

2.7.5 CONNEX CONTAINERS

Contractor shall place 20 each connex containers as per the ACP layout drawings in Appendix C. Connex containers must be lockable.

2.7.6 LIGHTNING PROTECTION

The contractor shall provide a complete Lightning Protection System for the Ammunition Supply Points (ASP) in accordance with Section 01015, Technical Requirements and ATFP criteria.

2.7.7 LIFE SAFETY / FIRE PROTECTION

Design and Construct all circulation pathways and exits in accordance with applicable codes and references. Sprinklers are not required. The facility shall comply with all other safety requirements as required within references. Portable fire extinguishers shall be installed at each connex container location in accordance with requirements.

3. COMPLETION OF WORK. All work shall be completed 180 days from Notice to Proceed of this contract.

“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”.

-- End of Section --

SECTION 1015 TECHNICAL RQMTS

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 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)

The requirements of this clause are in addition to and supplement EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual. 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 may be found at <http://www.mineactionstandards.org/imas.htm>. If

during the performance of the work under this contract, the Contractor encounters UXO, the Contractor shall immediately stop work in the area and safely remove the item.

NOTE: For previous demining information, the following points of contact from the UN Mine Action Center for Afghanistan are provided:

Reiko Kurihara, project manager, email reiko@unmaca.org
Cell phone: +93 070 284 686
Sandy Powell, chief Operations Officer, sandy@unmaca.org
Cell phone: +93 (0) 79 330 992

1.4.1.1 Unexploded Ordnance (UXO) Safety Support During Construction

It is the responsibility of the Contractor to obtain certificates of UXO area clearance prior to bringing workers and or equipment on to a construction site. This does not relieve the contractor from continued 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 at any time during contract performance, the Contractor becomes aware of or encounters UXO or potential UXO, the Contractor shall immediately safely remove the item and mitigate any delays to scheduled or unscheduled contract work. Refer to other requirements herein for disposal of U.S. ordnance. 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.

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.

1.5 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.

1.6 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.

1.7 SUBCONTRACTORS

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

2. SITE DEVELOPMENT:

2.1 GENERAL

The project includes furnishing all materials, equipment and labor for constructing an ammunition supply point.

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 also comply with all parts of the Overseas Environmental Baseline Guidance Document. 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. Scrap metal shall be the property of the host Government. The scrap metal on site, if there is any, shall be moved to an area away from the site perimeter as directed by the Contracting Officer and left for the host Government to remove and/or salvage.

2.3 CIVIL SITE DEVELOPMENT

The site plan shall show geometric design of the site, including applicable dimensions of all exterior facilities, mechanical equipment, pavements, etc. Required facilities are described in the following sections of this specification.

2.3.1 Grading and Drainage

After demining, the contractor shall remove and dispose of all debris, vegetation, concrete, and existing buildings, foundations, as required. Contractor shall verify location of debris disposal with Contracting Officer. Perform complete final ASP site grading and installation of all remaining required drainage structures per the Storm Water Drainage Plan that will be prepared as part of this scope. Drainage of the area should be compatible with the existing terrain. 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. The contractor shall be responsible for the final ASP site grading and drainage required for the base work items and that the final site grading and drainage shall be in accordance with the entire site grading and drainage plan.

The contractor shall overlay the entire length of graded surface area with 5.00 cm (2 in) of compacted crushed well graded aggregate. The contractor shall moisten material and use a roller to compact the aggregate in place for the entire surface area.

2.3.2 Roadway and Parking Area

2.3.2.1 Roads

The contractor shall construct crushed aggregate surfaced access roadways from the Ammunition Supply Point and/or Ammunition Control Point entrance to the ANA Base Camp entrance. Inside the ASP (see Appendix C), the Contractor shall install a crushed aggregate surfaced parking area for 10 vehicles.

The road base shall be constructed as follows: Scarify and recompact top 150 mm of sub grade compact to min CBR 90%. The road surface shall be constructed of 100 mm crushed aggregate base course compacted to 95%. This requirement is applicable to roads inside and outside the ASP and/or ACP.

- | | |
|--|-------------|
| a. Magazine Access Drives | 6 m wide |
| b. Perimeter Access Road | 9.75 m wide |
| c. New Connector Road | 9.75 m wide |
| d. Vehicle Inspection (outside of main gate) | |
| e. Parking Lot | |

2.3.2.2 Bridges and Site Grading Plan

The Contractor shall perform a hydrologic study to design an all weather road with an adequate bridge or culvert which will handle a 50 year storm event for the new road that connects to the installation. 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 Concrete Piers

The contractor shall provide (6) six concrete piers under each connex container at all magazine locations. The piers shall be designed and constructed to prevent sinking of the connex containers.

2.3.3 Fencing and Security

a) The Contractor shall clear the area of the proposed fence line of all surface and sub-surface debris and obstructions. The proposed fence line might run over an unlevelled area with deep ruts, holes and large embedded rocks/boulders. These characteristics shall be taken into consideration.

b) The contractor shall install approximately 540 meters (to be verified by the contractor) of a 2.5 meter high chain link fence topped with barbed and concertina wire supported by spreaders, complete with one vehicular gate. All necessary accessories are to be included as part of this project, i.e. couplings, post caps, rounded screws with locking nuts.

c) The fence fabric shall consist of industrial/commercial grade 9 gauge, 5 cm by 5 cm (2 in x 2 in) galvanized steel chain link fabric. The tie wires and tension wire shall be made of 9 gauge galvanized steel wire. The framework shall consist of 7.62 cm (3 in) line posts set in concrete filled holes, 6 cm (2 in) bottom rail and top rail with tension panels at corners and abrupt grade changes. Corner posts and end posts shall have minimum outside diameter of 12 cm (5 in). Gate posts shall have a minimum outside diameter of 16 cm (6 in). Gate posts shall be filled with concrete to provide additional strength. The barbed wire and concertina wire shall run the full length of the installed fence. The concertina wire shall have a minimum diameter of 51 cm (20 in), the tape material shall be made of 430 stainless steel, and the core material will be galvanized steel, minimum 31 loops per roll. The barbed wire shall be 4 point, 15.5 gauge wire. Three (3) strands of barbed wire will be run on each arm of the spreaders along the full run of the fence. The spreaders shall be 6 cm (2in) pipe matching the bottom and top

rail. Spreaders shall be placed each side of every post and gate posts.

d) The contractor shall set line posts at 3.3 m (10 ft) intervals. Corner post (pull post) shall be set every 40m in the run of the fence or when abrupt grade changes are encountered or the run of the fence changes direction by more than 0.26 radius (15 degrees). Place the post in the hole, ensuring that 80 cm of the post is in the hole and not resting on the bottom of the hole. The post holes dimensions shall be 20 cm diameter by 91 cm deep. Ensure the pole is plumb and level. Once pole is plumb and level, fill the hole with the concrete to 8 cm below the ground level. The concrete shall have a mix of 3 parts aggregate to 2 parts sand to 1 part cement. The aggregate size shall not exceed 19 mm (0.75 in). Compact the concrete to ensure no voids are in the footings. Backfill the remainder of the hole with dirt and lightly compact the area over and around the hole. Allow the concrete to cure for 72 hours before performing other work on the posts. (The contractor shall repeat this process for all posts except the end and gate posts.)

e) The bottom and top rail shall be installed prior to installing the fence fabric.

f) The contractor shall brace corner, end, gate, pull posts with a horizontal brace used as a compression member, placed at least 300 mm (12 in) below the top of the fence and a diagonal truss rod and truss stiffener used as tension member. Line bracing will be used every 30.5 m.

g) The contractor shall install gate posts with the exact post holes dimensions recommended by gate supplier or manufacturer. End posts shall be installed per manufacturers recommendations.

h) Round head security screws shall be used throughout the project. If round head screws are not available, the square screws and bolts shall be tack welded to prevent removal.

i) To install the fence fabric, the contractor shall pull the fabric taut and secure the fabric to the bottom and top rail, close to both sides of each post and at maximum intervals of 600 mm (24 in) on center. Secure the fabric to posts using the tie wires spaced at 375 mm (15 in) intervals along the post. Install the fabric on the opposite side of posts from area being secured. Install the fabric so that the bottom of the fabric is along the ground level.

j) In areas along the fence line with deep ruts, the contractor shall place a compacted fill to bring the grade up. Any drainage features that are covered or filled in must be rerouted to maintain drainage of the over all area and to prevent erosion of the ASP/ACP.

2.3.3.1 Hesco Barriers

Contractor shall level and compact soil surface and ensure a sub grade of sufficient strength to support the Hesco structure. Hesco construction shall be on top of the compacted 150 mm gravel base. At all times, contractor shall ensure wall is straight and plumb. **All pins shall be inserted before starting to fill the abutting cells.** Ideal fill material is of sand. Lifts of about 6" -12" (150mm-300mm) are recommended between manual compaction and should be done in echelon to the laying of the units and fill being placed centrally in the units. Upon the first lift of material, it is essential that the bottom of the Hesco be pulled out approximately 2"-4" (50-100mm) to ensure the panels do not bulge vertically as more fill material is introduced. **Again it is critical all pins are inserted prior to fill.** Compaction by foot is sufficient. For multi level structures fill up to within 3" (75mm) of the top. The next layer is pulled out and aligned with the top panel inside the lower. Join the two layers using the wire Hesc clips provided with each unit. **The contractor shall use genuine Hesco material.** Upon completion of the Hesco wall, the contractor shall pour a concrete cap in the last 3" (7.62cm) at the top of the Hesco. The cap shall be placed in every Hesco with an exposed top. The contractor shall then spray a thin cement texture coat (slurry mix) on all exposed surfaces of all Hesco's to create a water resistant / ultraviolet resistant coating.

3. ARCHITECTURAL

3.1 LIST OF CODES AND TECHNICAL CRITERIA:

The following codes and technical criteria and those referenced therein shall be required for this project. This list is not exhaustive and is not necessarily complete.

IBC - International Building Code

IMC – International Mechanical Code

IPC – International Plumbing Code

NFPA 101 - National Fire Protection Association

ASHRAE - American Society of Heating, Refrigeration and Air-Conditioning Engineers

AABC - Associated Air Balance Council (National Standards for total System Balance)

ARI - Air Conditioning and Refrigeration Institute

ASME - American Society for Mechanical Engineering

ASTM - American Society for Testing and Materials

AWS - American Welding Society

SMACNA - Sheet Metal and Air Conditioning Contractors' National Association

International Mine Action Standards, latest edition; see

<http://www.mineactionstandards.org> for copy of standards.

NFPA 70, National Electrical Code, 2002 edition

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

AR 190-11, Physical Security of Arms, Ammunition and Explosives, 12 Feb 1998

DA PAM 385-64, U.S. Army Explosives Safety Program, 1 Feb 2000

DoD 6055.9-STD, DOD Ammunition and Explosives Safety Standards, 5 October 2004

UL 96, Lightning Protection Components, latest edition

UL 96A, Installation Requirements for Lightning Protection Systems, latest edition

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.

3.2 FACILITY REQUIREMENTS

3.2.1 MAIN ENTRY CONTROL POINT

The contractor shall design and construct a Main Entry Control Point. The contractor shall utilize the standardized FORSCOM Access Control Point design, but modified as follows: A general space shall be provided for two (2) guards within Guard House. All other spaces mentioned in standard design shall be provided elsewhere within the site. Area in immediate exterior vicinity of the guard house shall be provided with an all weather non-slip surface and shall be graded to sufficiently drain away from building and pedestrian areas. The building shall be provided with concrete slab with foundation adequately below frost line. Windows shall be made of plexiglass at least 8 mm thick and should be capable of opening and closing by sliding on tracks. A minimum of one electrical outlet shall be installed in the guard house. The area in the immediate exterior vicinity of guard house shall be lighted. The standard design is available at the following link: <https://pdmcx.pecp1.nwo.usace.army.mil/library/drawings/acp/index.php>

3.2.2 GUARD TOWERS

The contractor shall design and construct two (2) Guard Towers from three connex containers according to the drawing and in the locations as shown on the site plans in Appendix C. Guard towers shall be provided with general lighting and shall be fitted with a 360-degree omni directional searchlight. Weather-resistant duplex receptacles shall be provided as required for general use. The area in the immediate exterior vicinity of the guard tower shall be provided with an all weather non-slip surface and shall be graded to sufficiently drain away from building. The building shall have concrete slab with foundation below frost line. Windows shall be made of Plexiglas at least 8 mm thick and should be capable of opening and closing by sliding on metal tracks. A minimum of one electrical outlet shall be installed in each guard tower.

3.3 LIFE SAFETY / FIRE PROTECTION

To the extent possible, all facilities will be designed in accordance with recognized industry standards for life safety and building egress. Fire extinguishers shall be included as required. The facility shall comply with all other safety requirements of NFPA 101. In keeping with the intended function of these facilities, handicapped accessibility will not be incorporated into this project. Due to the war contingency

requirement, it is assumed that only able-bodied military and civilian personnel will use the facilities listed herein.

3.3.1 BUILDING SYSTEM

The contractor has the option of providing pre-fabricated, modular, pre-engineered, pre-finished, container, or any other type of building system that will be fabricated off-site and delivered to the site assuring minimal work at site. The building shall meet the minimum standards established in this document.

3.3.1.1 EXTERIOR WALLS

Exterior walls shall be with minimal maintenance finish, insulated as required to provide a U-value of not less than 0.852 w/m².

3.3.1.2 INTERIOR WALLS

Interior walls shall represent a finished look.

3.3.1.3 FLOOR SYSTEM

Sealed concrete floors in the guard house, and Office building. Guard towers shall have a finished floor installed.

3.3.1.4 CEILING SYSTEM

Suspended ceilings shall be provided in all finished spaces. Minimum ceiling height shall be 2400 mm. In order to provide sound control between rooms, acoustic insulation shall be provided above the suspended ceiling system. Close coordination with mechanical and electrical systems will be required to properly align the ceiling grid. Completed ceiling grid system shall be aesthetically pleasing to the eye.

3.3.1.5 ROOF SYSTEM

Shall be factory finished depending upon the building system used. Proper drainage shall be provided. Minimum 150 mm thick fiberglass insulation applied to the bottom of roof deck shall be provided.

3.3.1.6 WINDOWS

Exterior windows for the office building shall be heavy duty steel windows with laminated glass. Windows shall be of an insulated type. Interior glazing units shall be suitable for intended use.

3.3.1.7 EXTERIOR DOORS AND FRAMES

All exterior doors and frames shall be steel and must meet fire code requirements where applicable.

3.3.1.8 INTERIOR DOORS

Interior doors shall be solid core wood doors.

3.3.1.9 BUILDERS HARDWARE

Each door must have the following hardware as a minimum. One and one half pair of metal butt hinges; one floor or wall, as appropriate, mounted door stop. Exterior doors and interior doors shall have a bored or mortise lockset. All lock cylinders shall have at least six pins. All locksets shall have six change keys. All locksets shall be keyed to one master key system. All hardware shall be heavy duty. All hardware shall be installed in accordance with the manufacturers published instructions.

3.4 SOLAR BREAK

Solar break shall be made of Rip Stop fabric and UV resistant, flame retardant, and 100% waterproof. The solar break shall be military style and a desert brown camouflage color.

3.5 INTERIOR DESIGN

Colors shall be selected from the standard colors of the major manufacturers of the products. Colors shall be appropriate for minimizing maintenance and resisting wear and damage. All colors shall be as approved by the contracting officer's representative.

3.6 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 Design

Design shall be performed and signed by a structural engineer. The publications listed below form a part of this specification to the extent referenced. Other international standards that comply with these standards may be used upon approval by the Contracting Officer. The publications are referred to within the text by the basic designation only.

All required documents, including drawings, specifications, and design analysis, shall be prepared in accordance with Section 01335 Submittal Procedures for Design Build Projects. Specific submittal requirements in these sections supplement the requirements of Section 01335.

The design analysis shall include detailed calculations and any additional information required, including the information listed below, when applicable.

All structures and all parts of the structures 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.

4.2 References

American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures, ASCE 7-2002

American Concrete Institute, Building Code Requirements for Structural Concrete, ACI-318-2005

International Building Code, IBC-2003

American Society for Testing and Materials (ASTM) Publication, Deformed and Plain Billet-Steel Bars for Concrete Reinforcement, ASTM A 615-1996

ASTM Publication, Steel Welded Wire Fabric, Plain for Concrete Reinforcement ASTM A 185-1997

ASTM Publication, Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)

American Institute of Steel Construction, Specifications for Structural Steel Buildings, AISC – 9th Edition

American Iron and Steel Institute, Specifications for Design of Cold-Formed Steel Structural Members AISI – 1996

Building Code Requirements for Masonry Structures, ACI 530-2005/ASCE 5-2005/TMS 402-2005.

Metal Building Manufacturers Association. MBMA Low Rise Building System Manual - 1996

4.3 Dead and Live Loads

Dead and live loads used for design shall be in accordance with the International Building Code IBC-2003.

4.4 Wind Loads

Wind loads shall be calculated in accordance with IBC-2003 design standards using a "3-second gust" wind speed of 125 km/hr (78 mph).

4.4.1 Seismic

The structures and all parts thereof shall be designed for the seismic requirements as defined by the International Building Code, IBC 2003. Site specific data: Spectral ordinates $S_s=1.65g$ and $S_1=0.75g$., Soil profile, Site Class D.

4.5 Concrete

Concrete shall be in accordance with the provisions of the ACI 318. All structural concrete shall be machine batched and have cylinder compressive strength of 28 mPa (4000 psi) minimum at 28 days. Concrete used for cradles and encasement shall have a compressive strength of 17 Mpa (2500 psi) minimum at 28 days. Reinforcing steel shall be deformed bars conforming to ASTM A 615, grade 60, and welded wire fabric shall conform to ASTM A 185. Concrete shall use Type V cement and shall have a water cement ratio less than or equal to 0.45 and a maximum water-soluble chloride ion content for corrosion protection of 0.15. Hot weather requirements shall comply with the recommendations of ACI 305R-1999. Concrete shall not be placed in cold weather when ambient temperature is less than 5 degrees C (41 degrees F.), or when the concrete temperature is less than 10 degrees C (50 degrees F.). Heating of the mixing water or the aggregates will be required to regulate the concrete placing temperature in cold weather. Protective measures shall be taken if freezing temperatures are anticipated before the expiration of the specified curing period, placement and curing of concrete in cold weather should follow ACI 306R. All concrete shall be cured for a minimum of 7 days. Where aggregates are alkali reactive, as determined by Appendix XI of ASTM C 1260-2001, cement containing less than 0.60 percent alkalis shall be used. Concrete members at or below grade shall have a minimum concrete cover over reinforcement of 75 millimeters (3 inches).

4.6 Structural Steel

Structural steel shall be designed and constructed in accordance with the provisions of AISC 9th Edition, and design of cold-formed steel structural members shall be in accordance with the provisions of American Iron and Steel Institute, Specifications for Design of Cold-Formed Steel Structural Members-1996.

4.7 MASONRY. Masonry shall be designed and constructed in accordance with the provisions of ACI 530-2005/ASCE 5-2005/TMS 402-2005. Mortar shall be Type S and conform to ASTM C 270-94. Masonry shall not be used below grade.

4.8 PRE-ENGINEERED METAL BUILDING SYSTEM. Metal building systems shall comply with the requirements of the MBMA Low Rise Building Systems Manual-1996.

4.9 All modular units shall be supported on concrete piers, walls, or slab on grade. Tie downs to the foundations shall be provided in an amount to at least resist overturning of modular units due to wind or seismic forces. A safety factor of 1.2 for uplift shall be used in designing the foundations for the tie downs.

4.10 Foundations

Foundations shall be in accordance with the Geotechnical portion of this document.

5. GEOTECHNICAL

5.1 Geotechnical Investigation

Existing geotechnical information is not available at the project site. Any site-specific geotechnical data required to develop foundations, materials, earthwork, drain fields, pavements 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.

5.2 Geotechnical Report

The Contractor shall produce a detailed geotechnical report containing the field exploration and testing results, laboratory testing results, evaluations, recommendations, calculations and descriptive supporting text. Information in the report shall include, but not be limited to: existing geotechnical (e.g., surface and subsurface) conditions, location of subsurface exploration logs, field tests and samples (i.e., percolation, compaction, CBR test samples, field shear vane, chemical analysis, etc.), foundations recommendations, bearing capacity, pavement design criteria (e.g., CBR values, K Values), ground water levels, and construction materials (e.g., concrete cement, asphalt and aggregates). Two copies of the detailed geotechnical report shall be submitted to the Contracting Officer for information only at least 15 days prior to start of construction.

5.3 Geotechnical Qualifications

All geotechnical engineering design parameters shall be developed by a geotechnical engineer or geotechnical firm responsible to the Contractor. The geotechnical engineer or geotechnical firm shall be qualified by: education in geotechnical engineering; professional registration; a minimum of ten (10) years of experience in geotechnical engineering design.

5.4 Design Certification

The contractor shall certify in writing that the design of the project has been developed consistent with the site-specific geotechnical conditions. The certification shall be stamped by the geotechnical engineer or geotechnical firm and shall be submitted with the final design.

6. MECHANICAL

6.1 GENERAL

The work covered by this section consists of design, supply, fabrication and installation of new building heating, ventilation and air-conditioning (HVAC) systems. 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 Temperature:

Summer – 43.3° C (110° F) Dry Bulb (DB) & 23.8° C (75° F) Wet Bulb (WB)

Winter – (-5° C/23° F)

Daily Range – 18.3° C (33° F)

6.4.2 Indoor Design Condition:

Summer – 25° C (78° F) & 50% RH

Winter – 20° C (68° 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:

Assembly	Minimum Thermal Value
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)

6.4.6 Seismic Requirements

All mechanical and plumbing equipment and piping shall be installed to meet the seismic requirements as defined by the International Building Code, IBC 2003 and seismic response coefficients as identified in Paragraph 4.4.1 “Seismic.”

6.5 NEW AIR CONDITIONING EQUIPMENT

Heating/Refrigeration Equipment: Environmental control of the facilities 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. Heating shall be achieved by electric heating as part of the air-conditioner.

6.5.1 Unitary (ductless split) DX Air Conditioning Units

Ductless split units shall be unitary in design and factory manufactured ready for installation. 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 6.3 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 6.3 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. All thermostats shall be wall mounted near the return grilles in the room with the highest heat load generation and mounted 1.5 meters (5 feet) above the floor. In lieu of a thermostat, a temperature sensor may be located in the same location and connected to a thermostat located near the unit return. Thermostat shall be mounted 1.5 meters (5 feet) above the finished floor and be easily accessible. Operation of the control system shall be at the manufacturer's standard voltage for the unit.
- c. 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. NOT USED

8. LIFE SAFETY AND FIRE PROTECTION

8.1 Design Basis

The following codes, standards, and recommended practices shall be utilized as a baseline for this work. The most current edition of each listed document published by the National Fire Protection Association (NFPA) at the time of notice to proceed shall be used:

- NFPA 10, Portable Fire Extinguishers
- NFPA 70, National Electric Code
- NFPA 72, National Fire Alarm Code
- NFPA 90A, Air-Conditioning and Ventilating Systems
- NFPA 101, Life Safety Code
- NFPA 110, Emergency and Standby Power Systems
- NFPA 1142, Water Supplies for Suburban and Rural Fire Fighting

8.2 Life Safety Code Analysis

An analysis composed of a drawing or drawings for each facility shall be prepared and submitted to demonstrate compliance with NFPA 101. Each analysis shall include the

classification of the occupancy and hazard of the contents, an in-depth evaluation of the means of egress, and the method(s) of fire protection required. Each analysis shall also identify the method(s) of fire protection provided in the design and construction of the facility. The evaluation of the means of egress shall provide the calculated occupant load of the facility; the number, width and location of exits and stairs; travel distances to exits, limitations on dead-end corridors and common paths of travel, and other means of egress features. The drawing(s) shall demonstrate compliance with fire protection and life safety requirements.

8.3 Fire Alarm and Detection

See Electrical Section for details of fire alarm and detection considerations. Coordination between Fire Alarm and Detection system and Life Safety and Fire Protection systems shall be provided for full compliance with NFPA requirements.

8.4 Fire Suppression

If an automatic sprinkler system is required by NFPA 101 but is not provided, alternative methods of design and construction shall be developed and submitted to mitigate the deficiency. This may include (but not be limited to) providing a smoke detection system throughout the facility, providing horizontal exits to create more fire compartments, decreasing travel distances, and increasing interior fire separation requirements. In addition, the requirements of NFPA 1142, Standard for Water Supplies for Suburban and Rural Fire Fighting, shall be considered in these areas for manual fire fighting operations, planning and coordination with local authorities. These alternative methods of design and construction require approval by the Government prior to release for construction.

8.5 Fire Extinguishment

Evaluate each facility in accordance with the requirements of NFPA 101 to determine whether portable fire extinguishers (PFEs) are required. Where PFEs are required, provide (and install) them in accordance with NFPA 10.

9. ELECTRICAL

9.1 Scope of Work.

9.1.1 General. This project requires complete Design and Construction of an Ammunition Supply Point (ASP) at the Kandahar, Gardez, Mazar-e-Sharif, and Herat and Ammunition Control Point (ACP) at the Gardez, Herat, and Mazar-e-Sharif ANA Brigades in Afghanistan. Contractor shall be responsible for the complete design and construct of the following electrical systems, to include, but not be limited to:

- (a) Exterior Secondary Power Distribution System.
- (b) Interior Secondary Power Distribution System.

- (c) Interior Fire Detection and Alarm System.
- (d) Interior Telephone & DATA (NIPRNET) System.
- (e) Lightning Protection System.
- (f) Area & Street Lighting System.
- (g) Generators

All Systems shall be designed for the ultimate demand load(s), plus 25% spare capacity for future. Contractor shall refer to the Civil Site Plans for details and proposed structures / buildings at the ASP and ACP.

9.2 Design Criteria.

9.2.1 Applicable Standards and Publications:

- (a) National Fire Protection Association, NFPA 70 - National Electric Code (NEC) 2005 Edition.
- (b) National Fire Protection Association, NFPA 72 – National Fire Alarm Code.
- (c) National Fire Protection Association Life Safety Code, NFPA 101.
- (d) Institute of Electrical and Electronics Engineers, IEEE C2 (National Electrical Safety Code (NESC), Latest Edition)
- (e) Illuminating Engineering Society of North America (IES).
- (f) Army Regulation 190-11, Physical Security of Arms, Ammunition and Explosives.
- (g) National Fire Protection Association, NFPA 780 - Lightning Protection Code, Latest Edition.

9.3 Material:

9.3.1 General: 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 2 years prior to bid opening. Equipment installed shall be capable of being serviced by an organization that is, in the opinion of the Contracting Officer, reasonably convenient to the site. Materials and equipment shall be installed in accordance with recommendations of the manufacturer. Major components of equipment shall have the manufacturer's name, address, type or style, voltage and current rating, and catalog number on a non-corrosive and non-heat sensitive plate, securely attached to the equipment. All equipment delivered and placed in storage, prior to installation, shall be protected from the weather, humidity and temperature variation, dirt and dust, and any other contaminants.

9.3.2 Material Standards: Unless noted otherwise, all material used shall be in compliance with the requirements of applicable Underwriters Laboratories Inc. (UL) listed material. In the event U.L listed material is unavailable, contractor may then select comparable German (DIN) Standard or British Standard (BS) Standard material equivalent to US standard. Equipment enclosure types shall be in compliance with the National Electrical Manufacturer's Association (NEMA) or the International Electro-Technical Committee (IEC) standards. Material and equipment installed under this contract shall be for appropriate application.

9.3.4 Restrictions: Aluminum conductors shall not be specified or used.

9.3.5 Design Conditions: All equipment shall be rated and designed for 40 Degree Centigrade and elevation of 2000 meters above sea level.

9.4 Design Requirements:

9.4.1 Site Secondary Power Distribution System: This shall include installation of Secondary Power Distribution System (service entrances) in underground concrete encased duct-bank system, from the pad-mount transformer Secondary Distribution Center(s), to the respective Main Distribution Panels (MDP) inside buildings. Secondary Distribution Center(s), shall be provided by others. Duct-bank system shall include manholes and hand-holes as required. Manholes shall be provided with cable pulling irons and a ground rod. Ground rod shall be galvanized steel, 3 meter long and 19mm in diameter. Splicing of cables shall only be performed inside the manhole or hand-hole. Main trunk of the duct-bank system shall have conduits no less than 4-inch (100mm) in diameter.

9.4.1.1 Raceways: Exterior raceways shall be installed at a slope towards a manhole or hand-hole to avoid collection of water in the raceway. Conduit shall be PVC, thin-wall for concrete encasement. Cables shall be installed in conduit no less than 100mm (4 inch). Duct bank conduits shall be cleaned with a wire mandrel prior to the installation of cables. Minimum of one spare conduit shall be provided in all duct-banks and capped at both ends. Top of the duct bank shall be below the frost line or a minimum of 36 inch (914mm) below grade.

9.4.1.2 Cables: All secondary voltage cables shall be copper, designed for underground installation and shall have appropriate voltage ratings.

9.4.2 Area & Street Lighting: Area and street lighting shall be provided for the ASP compound and shall be in accordance with AR 190-11 or Illuminating Engineering Society of North America (IES) as directed by the Contracting Officer (COR). Refer to paragraph 'Raceways' for conduit installation requirements. Light fixtures shall be High Pressure Sodium, mounted on concrete poles. All street and area lighting shall be photocell controlled and provided with a master control 'override switch' located at the ASP and ACP Entry Control Point (ECP).

9.4.3 Cables: All exterior secondary voltage cables shall be copper, designed for underground installation and shall have appropriate secondary voltage rating. Secondary voltage cables shall be sized no less than #12 AWG (4 mm sq).

9.4.4 Exterior Communication System: Contractor shall provide a communication hand-hole, with cover, 5ft from each building. Site communication duct-bank system and cabling shall be done by others.

9.4.5 Lightning Protection System: Lightning Protection shall be provided for the ASP Area, to include all buildings and Guard Towers, in accordance with the requirements of NFPA 780.

9.4.6 Secondary Power Distribution System: Secondary Power shall be 220/380 Volt, 3-phase, 4 wire, 50 Hertz. All panels shall be circuit breaker type with minimum size circuit breaker rated at 20 amperes. Circuit breakers shall be "bolt-on" type and connected to bus bar(s) within the panel boards. Daisy chain (breaker-to-breaker) connection(s) shall not be acceptable. 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 (4 mm sq). Underground installation shall be in concrete encased PVC conduit, above ground installation shall be in metal conduit system. All panels shall be provided with a minimum of 20% spare capacity for future load growth. 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 the requirements of US Industry Standards and practices.

9.4.6.1 Receptacles: Receptacles shall be duplex NEMA Type 5-20R, grounding (earthed) type, "flush" or "semi-flush" wall mounted type, color ivory and installed 450 mm Above Finished Floor (AFF). In the Office building, guard tower, and guard house, receptacles shall be provided at every 3 meter interval and at every work station. Receptacles shall be provided complete with box, cover plate and necessary screws and connectors. Receptacles near sinks or lavatories shall be Ground Fault Circuit Interrupter (GFCI), or Residual Current Disconnect (RCD) type, with the minimum trip setting of 10 milliampere. Three phase receptacles shall be provided for equipment as necessary and where required. Special and 3phase receptacles with appropriate ratings shall be provided as required.

9.4.6.2 Lighting: Lighting design levels shall be per IES standards, or as a minimum follow lighting levels listed below.

General Office Space	50 FC (500 Lux)
Guard Tower	30 FC (200 Lux)
Guard House	30 FC (300 Lux)

Indoor lighting for all areas shall consist of fluorescent light fixtures. Small rooms/areas may be provided with incandescent light fixtures. High-Pressure Sodium (HPS) lights shall be provided in areas with high ceilings, such as maintenance shop areas, warehouses and covered storage areas. Outside building lights shall be provided above all exterior doors. Exterior light fixture shall be HPS, photocell controlled, wall pack units. Battery powered 'emergency' and 'exit' lights shall be provided within each building 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. All light fixtures shall be appropriate for that location where installed. Industrial type fluorescent light fixtures may only be provided in mechanical rooms or similar areas. Every room shall be provided with a minimum of one light switch. Light fixtures shall be mounted at 2.7M, minimum, AFF. Fixtures may be pendant or ceiling mounted, depending on the ceiling height and type. Omni-directional search light shall be provided on the guard tower for 360 degree coverage.

9.4.6.2.1 Light Switch: Light switches 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. Lighting contactors may be used to operate lighting in open or large bay areas.

9.4.7 Grounding and Bonding: Grounding and bonding shall comply with the requirements of NEC. 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, 20mm (0.75 inch) round and 3 meter (10 feet) long, minimum. Ground resistance shall not exceed 25 ohms when measured less than 48 hours after rainfall.

9.4.8 Telephone System: Telephone System shall be provided to include cross-connect boxes, duplex RJ-45 telephone outlets with a minimum of 4 pair Category 5E (CAT 5E) cable terminating at each outlet (jack). Telephone wiring shall be installed in metal conduit system. Telephone outlets shall be color 'white' and provided at each workstation, mechanical rooms and in all office areas. Instruments installation will be provided by others. Minimum of two (2) 20mm conduits shall be provided from the cross connect box inside the building to the outside communication hand-hole. Exterior (site) communication cable installation and connection shall be done by others.

9.4.9 NIPRNET (Non-Secure Internet Protocol Routing Network): System shall be provided to include cross-connect boxes, duplex RJ-45 telephone outlets with a minimum of 4 pair Category 5E (CAT 5E) cable terminating at each outlet (jack). NIPRNET wiring shall be installed in metal conduit system. Outlets shall be color 'blue' and provided at each workstation in all office areas.

9.4.10 Fire Detection & Alarm System: Complete Fire Detection and Alarm System shall be provided in each building and shall be compatible with the existing system on Base. System shall include fire alarm control panel, pull (or push button) stations, horns, strobe lights, and smoke and heat detectors, as required. Fire alarm cable shall be installed in metal conduit system. In addition to the building wide fire alarm annunciation, the system shall also be capable of automatically transmitting the alarm signal via telephone lines to the local Fire Department / Fire Station. System design shall be in accordance with the requirements of NFPA 72. Fire alarm system shall be complete and a standard product of one manufacturer. Exterior (site) cable installation and connection shall be done by others.

9.4.11 Close Circuit Television (CCTV) System: Contractor shall provide rough-in and conduits with CCTV cable to monitor Category 1 ASP Area(s). Conduits shall be extended to a monitoring station to a location, as directed by the COR. Final location of the rough-ins for the cameras and the monitoring station equipment shall be coordinated with the COR. CCTV equipment will be provided by others.

9.4.12 Intrusion Detection System (IDS): IDS shall be provided for the ASP in compliance with the requirements of AR 190-11.

9.4.13 Enclosures: Enclosures for exterior and interior applications shall be NEMA Type 4X (IEC Classification IP54) and NEMA Type 1 (IEC Classification IP10), respectively.

9.4.14 Wiring: All interior wiring shall be installed in metal conduit system, recessed in finished areas and surface mounted in unfinished areas. Surface mounted conduits shall be supported at no greater that 3 meter intervals.

9.4.15 Identification Nameplates. Major items of electrical equipment, such as the transformers, manholes, hand holes, panel boards and load centers, shall be provided with permanently installed engraved identification nameplate.

9.4.16 Schedules. All panel boards and load centers shall be provided with a panel schedule. Schedule shall be typed written in English.

9.4.17 Single Line Diagram. Complete single line diagram shall be provided in every distribution panelboard. Single line diagram shall show all panels serviced from the temporary power source.

9.5 Acceptance Testing: All systems shall be tested in the presence of the COR for satisfactory operation prior to the acceptance.

10. ATTACHMENTS

The following attachments form an integral part of this specification:

Appendix A

Garrison Layouts

-- End of Section --

SPECIAL CLAUSES 01060

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

1.3.2.3 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 of the Afghan military personnel on-site.

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 for his batching operations (e.g. concrete, asphalt, etc.) major shops and living facilities for his workers in an area approved by the Contracting Officer. The specific area must be located such that no new contractor facilities are within the "Inhabited Building Clear Zone" (approximately 1355 meters, radius) surrounding ammunition/explosives storage and/or handling areas. 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 NOT USED

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 2002 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.

Control Devices Chillers
Lighting Fixtures Motor Generator Sets
Valves Cooling Towers
Motors Kitchen Equipment
Water Heaters Exhaust Fans
Compressors Plumbing Fixtures
Boilers Appliances (e.g. washing machines, food disposers, coffee urns, etc)

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. 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
Power 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 – 4
February – 2
March – 2
April through December – 0

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 --

QUALITY CONTROL SYSTEM 01312A

SECTION 01312A

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, PROJECT SCHEDULE, Section 01335, SUBMITTAL PROCEDURES, and Section 01452, 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 3-1/2 inch 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:

QCS and QAS 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 DATASUBMISSION 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 Contract 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 contract, 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. Assigned 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 01452, 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 01452, CONTRACTOR 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, PROJECT SCHEDULE, 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 PROJECT SCHEDULE). 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 -

SECTION 01321
PROJECT SCHEDULE

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by 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.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of Construction design and construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Designers, 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 used to produce any required information shall require approval by the Contracting Officer.

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 (usually less than 2 percent of all non-procurement activities' Original Durations are 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. Pre-final inspection.
- p. Correction of punch list from pre-final 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: design reviews, environmental permit approvals by State regulators, inspections, utility tie in, and Government Furnished Equipment (GFE).

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.

3.3.2.9 Work Item

All activities shall be identified in the project schedule by the Work Item to which the activity belongs. An activity shall not contain work in more than one work item. The work item for each appropriate activity shall be identified by the Work 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 designs, design package submissions design reviews, review conferences, permits, 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 award of contract to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which award of contract 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 award of task order 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 award of task order 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 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval within 20 calendar days after award of task order is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after award of contract.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 40 calendar days after award of contract. 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.

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:

3.5.1 Data Disks

Two [2] Data Compact Disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on Compact Disk, formatted to hold 700 MB of data, under the MS-DOS Version 5. or 6.x, unless otherwise approved by the Contracting Officer.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number of person responsible for the schedule, and the MSDOS version used to format the disk.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

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. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

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 award of contract 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 work item and sorted by activity numbers. This report shall: sum all activities in a work item and provide a work item percent; and complete and sum all work 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 monthly 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 monthly 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. 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 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 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 changes are issued prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of this task order 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 --

SECTION 01335

SUBMITTAL PROCEDURES FOR DESIGN-BUILD PROJECTS

PART 1 GENERAL

1.1 REFERENCE

The publication listed below forms a part of this specification to the extent referenced. The publication is referenced to in the text by basic designation only.

CONSTRUCTION SPECIFICATIONS INSTITUTE

Manual of Practice
Construction Specifications Institute
http://www.csinet.org/s_csi/index.asp
601 Madison Street
Alexandria, Virginia
22314-1791

NATIONAL INSTITUTE OF BUILDING SCIENCES (NIBS)

Unified Master Reference List (UMRL)
National Institute of Building Sciences
1090 Vermont Avenue, NW, Suite 700
Washington, DC 20005-4905
Email: nibs@nibs.org
FAX: (202) 289-1092
Tele: (202) 289-7800

AFGHANISTAN ENGINEER DISTRICT

AFGHANISTAN ENGINEER DISTRICT
<http://www.aed.usace.army.mil>
U.S. Army Corps of Engineers
Attn.: Qalaa House
APO AE 09356

TRANSATLANTIC PROGRAMS CENTER

Design Instructions Manual

U.S. Army Corps of Engineers

<http://www.tac.usace.army.mil/extranet/>
Transatlantic Programs Center
201 Prince Frederick Drive
Winchester, Virginia 22602

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 shall not begin construction work until the Government has reviewed the Design-Build Contractor's final design and has cleared it for construction. 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.

As a minimum, design submittals shall be submitted at the following intervals:

concept design (35%): In addition to submission requirements, a design analysis/basis of design shall be required, including a proposed listing of specification sections.

preliminary final (95%): In addition to submission requirements, a first draft of specifications shall be required.

final (100%): In addition to submission requirements, a final draft of specifications and design analysis/basis of design shall be required.

Minimum submission requirements for each phase submittal shall be as defined herein.

1.2.2 CONSTRUCTION SUBMITTALS

1.2.2.1 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/Network Analysis), and certificates of compliance. They may also include proposed variations to approved design documents in accordance with the paragraph entitled "VARIATIONS".

1.2.2.2 For Information Only Construction Submittals (FIO)

All submittals not requiring Designer of Record or Government approval will be for information only.

1.3 SUBMITTAL CERTIFICATION

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 drawings, specifications, and reference documents.

1.3.1 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 Clause 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION - ALTERNATE I and specification section 01451 CONTRACTOR QUALITY CONTROL.

1.3.1.1 Organizational Responsibility

The quality control system shall cover all design, construction, subcontractor, manufacturer, vendor, and supplier operations at any tier, both onsite and offsite.

1.3.1.2 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 requirement, 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.

1.3.1.3 Determination of Compliance

Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements by the Contracting Officer. The contractor shall submit all required documentation with submittals. The U.S. Army Corps of Engineer (USACE) will not accept partial submittals.

1.3.2 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 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.

1.3.2.1 Government Review

Government review, clearance for construction, or approval of post design construction submittals 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.

1.3.3 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.

1.3.4 Additional Submittals

In conjunction with Contract Clause 52.236-5 MATERIAL AND WORKMANSHIP. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work.

1.3.5 Untimely and Unacceptable Submittals

If the Design-Build Contractor fails to submit submittals in a timely fashion, or repetitively submits submittals that are incomplete or not in strict conformance with the contract 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 Design-Build Contractor.

1.3.6 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 and, 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: _____

1.4 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. However, the local language of host country shall be added to project as-built drawings.

1.5 UNITS OF MEASUREMENT

Design documents shall be prepared in accordance with the guidance offered in SECTION 01415 METRIC 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.

1.5.1 Drawings

1.5.1.1 Site Layout

All site layout data shall be dimensioned in meters or coordinates, as appropriate. All details and pipe sizes shall be dimensioned in millimeters.

EXAMPLE: Masonry openings shall be a U.S. module to suit a standard U.S. door. The dimensions of the opening shall be given in SI units. Metric dimensions for site plans shall be in meters and fraction thereof. Dimensions for all other drawings shall be in millimeters using hard metric designations (example: 12 meters = 12 000). Hard metric is defined as utilizing standard metric products and the use of measurements in increments of fifty (50) and one hundred (100) millimeters.

1.5.1.2 Georeference

All site plans shall be georeferenced using the WGS 1984 coordinate system, specifically the following: WGS 1984 UTM one 42 N. If the designer is not able to use the stated coordinate system the coordinate system used shall be correlated to the stated coordinate system. A table shall be provided within the site drawing set cross referencing the WGS84 system to that utilized. This is required to allow AED to incorporate the plans into GIS for storage, map production, and possible geospatial analysis of the different work sites.

1.5.2 Design Calculations

Calculations shall be in SI units to meet the requirements of the design. Quantities on the contract drawings stated in SI units, shall also be stated in SI units in the design analysis to match the drawings.

1.5.3 Specifications

All equipment and products shall be specified according to U.S. standards and described by appropriate units as required herein.

1.6 WITHHOLDING OF PAYMENT FOR SUBMITTALS

1.6.1 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.

1.6.2 Construction Submittals

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. In event under separate clause of the contract, 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 Subcontractors, Vendors, Suppliers, etc.

2.2 DESIGN ANALYSIS

2.2.1 Submittal

A design analysis, written in the English Language with SI units of measure shall be submitted for review by the Government. The design analysis is a written explanation of the project design which is expanded and revised (updated) as the

design progresses. 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. The design analysis contains the criteria for and the history of the project design, including criteria furnished by the Government, letters, codes, references, conference minutes, and pertinent research. Design calculations, computerized and manual, are included in the design analysis. Narrative descriptions of design solutions are also included. Written material may be illustrated by diagrams and sketches to convey design concepts. Catalog cuts and manufacturer's data for all equipment items, shall be submitted. Copies of all previous design phase review comments and the actions assigned to them shall be included with each submission of the design analysis. Specific requirements for the design analysis, listed by submittal phase, are contained hereinafter.

2.2.2 Format

Format of design analysis shall closely match the standard format referenced within the request for proposal (RFP).

2.3 DESIGN CALCULATIONS

When they are voluminous, they shall be bound separately from the narrative part of the design analysis. 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. Assumptions and conclusions shall be explained. Calculation sheets shall carry the names or initials of the computer and the checker and the dates of calculations and checking. No portion of the calculations shall be computed and checked by the same person.

2.3.1 Automatic Data Processing Systems (ADPS)

When ADPS are used to perform design calculations, the design analysis shall include descriptions of the computer programs used and copies of the ADPS input data and output summaries. When the computer output is large, it may be divided into volumes at logical division points.

2.3.1.1 Computer Printouts

Each set of computer printouts shall be preceded by an index and by a description of the computation performed. If several sets of computations are submitted, they shall be accompanied by a general table of contents in addition to the individual indices.

2.3.1.2 Preparation of the Description

Preparation of the description which must accompany each set of ADPS printouts shall include the following.

- a. Explain the design method, including assumptions, theories and formulae.
- b. Include applicable diagrams, adequately identified.
- c. State exactly the computation performed by the computer.
- d. Provide all necessary explanations of the computer printout format, symbols, and abbreviations.
- e. Use adequate and consistent notation.
- f. Provide sufficient information to permit manual checks of the results.

2.4 SPECIFICATIONS

Specifications shall be prepared in accordance with the Construction Specifications Institute (CSI) format. The Design-Build Contractor prepared specifications shall include as a minimum, all applicable specification sections referenced by the CSI. Where the CSI 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.

2.4.1 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.

2.4.2 Use of Unified Facilities Guide Specifications (UFGS)

If UFGS are used, it is the sole responsibility of the Design-Build Contractor to prepare these specifications in strict conformance with the paragraph entitled PREPARATION OF PROPRIETARY NON-GENERIC DESIGN DOCUMENTS. UFGS containing non-proprietary and/or generic design criteria, where proprietary items are available, will be returned for resubmission. If the UFGS contains a "SUBMITTALS" paragraph, the Design-Build Contractor shall delete it and incorporate all required information directly into the design documents. Under no circumstances will the Design-Build Contractor be permitted to use submittals and shop drawings to finalize an incomplete design. UFGS (Uniform Federal Guide Specifications) are required for this project when U.S. products and systems are

required or used. Current UFGS information may be obtained at the following location: http://www.wbdg.org/ccb/browse_org.php?o=70.

Specifications for UFGS are in SpecsIntact format. SpecsIntact is government sponsored software used to edit specifications for government contracts. The software is available at the following link: <http://specsintact.ksc.nasa.gov/index.asp>.

2.4.3 Quality Control and Testing

Specifications shall include required quality control and further indicate all testing to be conducted by the Design-Build Contractor, its subcontractors, vendors and/or suppliers.

2.4.4 Ambiguities and indefinite specifications

Ambiguities, indefinite specification requirements (e.g., highest quality, workmanlike manner, as necessary, where appropriate, as directed etc) and language open to interpretation is unacceptable.

2.4.5 Industry Standards

2.4.5.1 U.S. Industry Standards

The Specifications shall be based on internationally accepted U.S. industry Standards. Customarily accepted publications may be found in the UNIFIED MASTER REFERENCE LIST (UMRL) which may be located at the following URL: <http://www.hnd.usace.army.mil/techinfo/UFGS/UFGSref.htm>.

To access the UMRL select the “Unified Facilities Guide Specifications” tab and scroll down to Unified Master Reference List (UMRL) (PDF version).

Examples of U.S. standards are: National Fire Protection Association (NFPA), International Building Code (IBC), American Concrete Institute (ACI), American Water Works Association (AWWA), ADAAG (ADA Accessibility Guidelines) for Buildings and Facilities, etc. Standards referenced shall be by specific issue; the revision letter, date or other specific identification shall be included.

This document lists publications referenced in the Unified Facilities Guide Specifications (UFGS) of the Corps of Engineers (USACE), the Naval Facilities Engineering Command (NAVFAC), the Air Force Civil Engineer Support Agency (AFCESA), and the guide specifications of the National Aeronautics and Space Administration (NASA). This document is maintained by the National Institute of Building Sciences (NIBS) based on information provided by the agencies involved and the standards producing organizations. The listing is current with information available to NIBS on the date of this publication.

Standards referenced in specifications and drawings prepared by the Design-Build Contractor shall be by specific issue; the revision letter, date or other specific identification shall be included.

2.4.5.2 Non U.S. Industry Standards

If non U.S. industry standards (e.g., codes, regulations, or technical references and norms) are authorized for use under this contract and are incorporated in the Design-Build Contractor's design, one (1) copy of each standard referenced shall be provided to the Government.

Where a U.S. design and/or construction standard cannot be referenced due to non-availability of products and/or systems, another specification format using the CSI guidelines may be utilized for that particular product and/or system. If a majority of the specifications within this project reference non-U.S. products due to availability and/or other factors, the entire set of specifications are not required to be in UFGS and Specs Intact format.

2.4.6 Incorporation of Government review comments

Subsequent to submission to the Government, the specifications shall be finalized by the incorporation of Government review comments.

2.5 DRAWINGS

Drawings, prepared in the English language with SI units of measure, are a part of each submittal. The working drawings shall be adequately labeled and cross-referenced for review. Complete, thoroughly checked and coordinated contract drawings shall be submitted. The contract drawings submitted for final review shall include the drawings previously submitted which have been revised and completed as necessary. The Design-Build Contractor shall have incorporated any design review comments generated by previous design review(s), have completed all of his constructability and coordination checks, and have the drawings in a Ready-to-Build condition. The drawings shall be complete at this time and contain all the details necessary to ensure a clear understanding of the work throughout construction.

2.5.1 Drawing Size

Project is required to be in SI units, all drawings shall be prepared in size "A1" sheets (594mm by 841mm). If project is required to be in English units, all drawings shall be modified Architectural D size (24 inches by 36 inches) sheets. Design submissions may be prepared in half size (11 inches by 17 inches) to save paper and for ease of review. All final contract drawing sets shall be prepared with full size sheets. Drawings shall be trimmed to size if necessary.

2.5.2 Computer Assisted Design and Drafting (CADD)

Computer Assisted Design and Drafting (CADD) is required for all work related to this contract. The CADD deliverables shall meet the requirements of the AEC CAD Standard Release 2.0. Emphasis is on drawings meeting sheet layout standards, level/layer naming standards and sheet naming conventions. CAD standards may be found at the following link:

<https://tsc.wes.army.mil/products/standards/aec/aecstdweb.asp>. Transatlantic Programs Center Design Instructions Manual, Chapter 22 entitled COMPUTER ASSISTED DESIGN AND DRAFTING. The Contractor shall furnish the digital as-built drawing files in .DWG file format utilizing AutoDesk AutoCAD revision 2000 or later. Drawings prepared in any convention other than CADD, must have approval of the Contracting Officer.

2.5.3 Plotter Prepared Original Drawings

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.

2.5.4 Half-Size Reduction

Preparation of all work shall accommodate half size reduction unless project is required to meet SI units or shall be instructed otherwise by the Contracting Officer.

2.5.5 Symbols and Abbreviations

Symbols and abbreviations shall be in accordance with AEC CAD Standard Release 2.0 or later /or conform to the symbols used with a CADD program such AutoDesk AutoCAD release 2000 or greater.

2.5.6 Design Discipline Designation Format

Referencing AEC CAD Standard Release 2.0, the drawing package shall be divided into the following proposed divisions:

Use the following for AEC CAD Standard Release 2.0:

<u>Discipline</u>	<u>Designation</u>	<u>Discipline</u>
C		Civil
S		Structural

A	Architectural
F	Fire Protection
P	Plumbing
M	Mechanical
E	Electrical

Each drawing for the particular facility shall be designated by the discipline designation and sheet number and shall be consecutive within each discipline. AEC CAD Standard, referenced herein, shall be adhered to, especially with regard to sheet naming, numbering and level/layer naming standards. Copies of level/layer naming standards are available at the following locations (in comma delimited format - .CSV) and may be imported into Microstation and/or AutoCAD release 2000 or later:

Public FTP site:

ftp://anonymous:anonymous@ftp.usace.army.mil/pub/aed/Standards/AEC_Nat_CA_D_Std/level_libs/

SharePoint site:

https://aedsharepoint.tac.usace.army.mil/C16/Drawings/Document%20Library/AEC_CAD_level_templates.ZIP

2.5.7 Grouping Drawings

A building or individual facility design shall, except for site development drawings, be grouped in the design drawing package so that a single building may be withdrawn by deleting or removing a consecutive block of sheets.

2.5.8 Title and Revision Block

Title and revision block shall match FIGURES 1 through 5 furnished in the paragraph entitled ATTACHMENTS.

2.5.9 Drawing Scales

The scales indicated on the following list shall, in general, be used for all drawings. The Contractor may, at its option, make exceptions to scales indicated, if approved in writing by the Contracting Officer.

Site, Grading and Utility Plans - 1:500, if in SI units

Key Plans as large as practical

Cross Sections/elevations (as large scale as possible to adequately show required detail) - 1:100, if in SI units

Details - 1:10 minimum, if in SI units

2.5.10 Binding

All volumes of drawing prints shall be firmly bound and shall have covers of heavier bond than the drawing sheets. If posts are used to fasten sheets together, the drilled holes on the bond edges of the sheets shall be on 8-1/2-inch centers.

2.5.11 Typical Sheets

Typical sheets of standard details uniformly used on all buildings are authorized and encouraged. Sheets of standard details may be prepared so that they can be reused if the design package must be divided into separate construction packages. Each typical detail drawing sheet may be limited to a particular design discipline. Standard detail sheets shall be organized by discipline as are the other drawing sheets. Details peculiar to one facility shall not be shown in the standard details but with the group of drawings for the facility to which it pertains.

2.5.12 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 first index. Multiple index sheets may be required, depending on the project size. All index sheets shall be included with each volume of drawings and shall be an index of all the individual drawings in all volumes. The index shall list sequentially the site development drawings, each facility's drawings, and the standard details drawings (if any), and shall locate them by volume and file number. Each index sheet shall be signed and stamped by a principal of the Design-Build Contractor.

2.5.13 Drawing File Number

The File Number is unique to each drawing and is a combination of a project location code, project number, facility designator and the CADD file name. Unassigned numbers or skipped sheets shall be labeled as "Not Used" on the index sheets. Cover sheets are not numbered.

2.5.14 Specifications Placed on the Drawings

Details of standard products or items which are adequately covered by specifications shall not be included on the drawings.

2.5.15 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.

2.5.16 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.

2.5.17 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.

2.5.18 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, as a minimum, 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 charge to 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 SUBMITTAL REGISTERS

3.2.1 Contractor-Furnished Design Documents Submittal Register (TAC Form 122-E)

3.2.1.1 General

The Contractor shall submit as part of his Project Schedule, information regarding the submittal and clearance for construction of Contractor furnished design documents. In addition, the Contractor shall provide a complete submittal register in the sample format (TAC Form 122-E - Contractor Furnished Design Documents Submittal Register) which is attached to this section. The Contractor shall, within fifteen (15) calendar days after approval of the Project Schedule, submit 3 copies of his finalized Contractor Furnished Design Document Submittal Register to the Contracting Officer for approval. The submittal register shall consist of a tabulation of all the Contractor furnished design documents with the indicated dates integrated into the Design Progress Schedule. The Contractor shall post all actual dates of submittal actions (including clearance for construction) as they occur. Revisions shall be made at minimum on a monthly basis to keep the submittal register in agreement with the scheduled dates shown in the network mathematical analysis at the 65% and furnish 3 copies of the revised submittal register shall be furnished to the Contracting Officer at the time revisions are made in the network mathematical analysis.

3.2.1.2 Additions or Revisions

Any additions or changes required to be made to the TAC Form 122-E as a result of the Contracting Officer's review shall be incorporated into the TAC Form 122-E by the Contractor and a resubmittal of 65% design submittal and (3) copies shall be affected within five (5) calendar days after receipt of the Contracting Officer's review comments.

3.2.1.3 Submission Requirements

A copy of the initial TAC Form 122-E and each monthly update prepared by the Contractor, shall be submitted to

AFGHANISTAN ENGINEER DISTRICT

(1) DHL, FEDEX, UPS or any other courier service:
U.S. Army Corps of Engineers
Afghanistan Engineer District

House # 1, St. #1 West
West Wazir Akbar High School
Behind Amani High School
Kabul, Afghanistan
Attn.: Tony Lijewski

(2) U.S. Postal Service:
U.S. Army Corps of Engineers
Afghanistan Engineer District (CEAED-EC)
Attn.: Qalaa House
APO AE 09356]

TRANSATLANTIC PROGRAMS CENTER

U.S. Army Corps of Engineers
Transatlantic Programs Center (CETAC-EC-TT-QC Attn: Judy Funkhouser)
201 Prince Frederick Drive
Winchester, Virginia 22602

3.2.2 Construction Submittal Register (ENG Form 4288)

Attached to this section is ENG Form 4288 which the Contractor is responsible for developing for this contract. All construction submittals shall be shown on this register. The submittal register shall be the controlling document and will be used to control all construction submittals throughout the life of the contract. The Contractor shall maintain and update the register on a monthly basis for the Contracting Officer's approval.

3.3 TRANSMITTAL FORM (ENG Form 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both design and construction submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.4 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 Submittal section AED (3) 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.

3.5 SCHEDULING

3.5.1 Design Submittals

Adequate time (a minimum of fourteen (14) calendar days exclusive of mailing time) shall be allowed for review and clearance for construction. 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 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.

3.5.2 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. Adequate time (a minimum of fourteen (14) calendar days exclusive of mailing time) shall be allowed for review and approval. 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.

3.6 SUBMITTAL PROCEDURE

3.6.1 Design Submittals

3.6.1.1 Afghanistan Engineer District (AED)

Two (2) hard copies and one soft copy_(1) copies of all design submittals shall be transmitted to the Government at the following address by means of ENG Form 4025:

AFGHANISTAN ENGINEER DISTRICT

(1) DHL, FEDEX, UPS or any other courier service:
U.S. Army Corps of Engineers
Afghanistan Engineer District

House # 1, St. #1 West
West Wazir Akbar High School
Behind Amani High School
Kabul, Afghanistan
Attn.: __[_____]

(2) U.S. Postal Service:
U.S. Army Corps of Engineers
Afghanistan Engineer District (CEAED-EC)
Attn.: Qalaa House
APO AE 09356

TRANSATLANTIC PROGRAMS CENTER

U.S. Army Corps of Engineers
Transatlantic Programs Center
ATTN: CETAC-EC-TT-QC (J. Funkhouser)
201 Prince Frederick Drive
Winchester, Virginia 22602

One (1) set of designs (3) copies of all design submittals shall be transmitted to the Government at the following address by means of ENG Form 4025:

TRANSATLANTIC PROGRAMS CENTER

U.S. Army Corps of Engineers
Transatlantic Programs Center
ATTN: CETAC-EC-TT-QC (J. Funkhouser)
201 Prince Frederick Drive
Winchester, Virginia 22602

The drawings shall be submitted in full size and half size formats unless otherwise noted.

For the Afghanistan Engineer District and/or field office, the Contractor shall submit two (1) full size and one (2) half size sets of drawings and a complete set of specification, design analysis and a soft copy on CD-ROM of all of the listed herein.

3.6.1.2 Resident/Area Engineer Office

Two (2) half size copies and one (1) full size additional copy of each design submittal shall be transmitted to the overseas field office administering the construction portion of the contract at the following address:

Transatlantic Program Center
The drawings shall be submitted in electronic file format unless otherwise noted.

3.6.1.3 Deliverables "Cleared for Construction"

Once the Design Documents have been "Cleared for Construction" by the Contracting Officer, the Design-Build Contractor shall clearly identify each document by annotating it as "Cleared for Construction". One (1) complete hardcopy and CD set of all finalized design documents shall be submitted to the Government as follows:

AFGHANISTAN ENGINEER DISTRICT

(1) DHL, FEDEX, UPS or any other courier service:

U.S. Army Corps of Engineers
Afghanistan Engineer District
House # 1, St. #1 West
West Wazir Akbar High School
Behind Amani High School
Kabul, Afghanistan
Attn.: Tony Lijewski

(2) U.S. Postal Service:

U.S. Army Corps of Engineers
Afghanistan Engineer District (CEAED-EC)
Attn.: Qalaa House
APO AE 09356

TRANSATLANTIC PROGRAMS CENTER

U.S. Army Corps of Engineers
Transatlantic Programs Center
ATTN: CETAC-EC-TT-QC (J. Funkhouser)
201 Prince Frederick Drive
Winchester, Virginia 22602

Resident Area Engineer Office AED

Field office or site location of design project.

This is a Design-Build project and in accordance with Contract Clause 52.227-7022 GOVERNMENT RIGHTS (UNLIMITED), the Government has non-exclusive rights to use the design on other projects. Therefore, the As-Builts furnished to the Government must be in an editable format.

3.6.1.4 Editable CADD Format As-Builts

In accordance with section 01060 SPECIAL CLAUSES clause PREPARATION OF AS-BUILT DRAWINGS (CONTRACTOR), one (1) set of the Government approved As-Builts shall be submitted to the following address in an editable CADD format:

AFGHANISTAN ENGINEER DISTRICT

(1) DHL, FEDEX, UPS or any other courier service:

U.S. Army Corps of Engineers
Afghanistan Engineer District
House # 1, St. #1 West
West Wazir Akbar High School
Behind Amani High School
Kabul, Afghanistan
Attn.: Tony Lijewski

(2) U.S. Postal Service:

U.S. Army Corps of Engineers
Afghanistan Engineer District (CEAED-EC)
Attn.: Qalaa House
APO AE 09356

This requirement is in addition to all other submission requirements stated elsewhere in the contract.

3.6.1.5 Digital Transmission of Design Submittals

The Design-Build Contractor shall submit design deliverables addressed by this specification in digital format. The following procedure shall be followed:

a. **USE OF FILE TRANSFER PROTOCOL (FTP) SERVER.** The Design-Build contractor will download all design files on either its own File Transfer Protocol (FTP) Server, the Corps FTP Server or as otherwise directed. Afghanistan Engineer District (AED) prefers that the contractor provide the soft copy of design submittals be burned to CD-ROM and submitted as such. The procedure to be followed will be established at the Pre-Construction Conference and the appropriate log-in and password information will be exchanged between the Government and the Design-Build Contractor.

NOTE: AED accepts AutoCad release 2000 or higher drawing file format as the standard due to the fact that the local region does not support Microstation

b. **TRANSLATED OR CONVERTED FILES DRAWING FILES.** Digital drawing files shall be prepared as indicated in the paragraph entitled COMPUTER ASSISTED DESIGN AND DRAFTING (CADD). Under NO circumstances shall the Design-Build

Contractor translate (or convert) the files from AutoDesk AutoCAD to Bentley Microstation.

c. NOTIFICATION. The Design-Build Contractor shall notify all recipients by email that the Design submittal has been downloaded to the designated FTP server or electronically provided on a CD and is ready for Government review. This email shall include a scanned copy of the ENG Form 4025 signed by the Design-Build Contractor's Contractor Quality Control (CQC) Organization. It shall also include an updated digital copy of TAC Form 122-E. The Government will use the digital submittal as an advance copy pending receipt of an official hardcopy version in accordance with the paragraph entitled SUBMITTAL PROCEDURE. Subsequent to a period of demonstrated successful performance, the Government may elect to eliminate the requirement to submit an official hardcopy version.

The TAC Form 122-E shall be prepared in a spread sheet software that readily allows the file to be saved as a *.CSV file that can subsequently be imported into the Corps of Engineers Resident Management System (RMS) software.

d. 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.

e. SUPPLEMENTAL ACTIONS. All supplemental actions, resubmittals, and subsequently scheduled submissions shall be performed by the Design-Build contractor as indicated within this paragraph.

AED: As-builts shall be prepared and submitted in .DWG format utilizing AutoDesk AutoCad release 2000 or higher format.

3.6.2 Post Design Construction Submittals

Three (3) copies of all post design construction submittals shall be transmitted to the overseas district office administering the construction portion of the contract at the following address:

AFGHANISTAN ENGINEER DISTRICT

(1) DHL, FEDEX, UPS or any other courier service:
U.S. Army Corps of Engineers
Afghanistan Engineer District
House # 1, St. #1 West
West Wazir Akbar High School

Behind Amani High School
Kabul, Afghanistan
Attn.: Tony Lijewski

(2) U.S. Postal Service:
U.S. Army Corps of Engineers
Afghanistan Engineer District (CEAED-EC)
Attn.: Qalaa House
APO AE 09356

Submittal area of the AED engineering section

One (1) additional copy of each Post Design Construction submittal shall be transmitted to the Government at the following stateside address by means of ENG Form 4025:

TRANSATLANTIC PROGRAMS CENTER

U.S. Army Corps of Engineers
Transatlantic Programs Center
ATTN: CETAC-EC-TT-QC (J. Funkhouser)
201 Prince Frederick Drive
Winchester, Virginia 22602

Shop Drawing section

Submittals of Operations and Maintenance (O & M) Manuals in sets of (3) three copies shall be as follows:

AFGHANISTAN ENGINEER DISTRICT

(1) DHL, FEDEX, UPS or any other courier service:

U.S. Army Corps of Engineers
Afghanistan Engineer District
House # 1, St. #1 West
West Wazir Akbar High School
Behind Amani High School
Kabul, Afghanistan
Attn.: Tony Lijewski

(2) U.S. Postal Service:
U.S. Army Corps of Engineers
Afghanistan Engineer District (CEAED-EC)
Attn.: Qalaa House
APO AE 09356

3.6.3 Submittal Numbering System

Instructions on the numbering system to be used for construction submittals follows:

3.6.3.1 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"
Sec. 02710	"Subdrainage System"
Sec 03300	"Concrete For Building Construction"
Sec. 04200	"Masonry"

3.6.3.2 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.

For design reviews the standard Corps of Engineers method of review is through DrChecks through projnet <https://www.projnet.org/projnet/binKornHome/index.cfm>
All of AED design submittal reviews shall be done through DrChecks.

3.6.3.3 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 and, 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.

3.6.4 Variations

If design documents or construction submittals show variations from the contract 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(s) 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.

3.6.5 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.

3.7 REVIEW OF CONTRACTOR PREPARED DESIGN DOCUMENTS

3.7.1 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.

3.7.2 Independent Design Review

The Design-Build Contractor shall have someone other than the Designer or Design Team perform an independent review of all specifications, drawings, design analysis, calculations, and other required data prior to submission to the Government. Upon completion of this review, the Design-Build Contractor shall certify that each design submittal is complete, accurate, is in strict conformance with all contract requirements, that repetition has been avoided, that all conflicts have been resolved, and that the documents have thoroughly coordinated and cross checked against all the applicable disciplines to prevent the omission of vital information.

3.7.3 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.

Action Code on Eng Form 4025 the "G – Other (specify)" Code must be used. ENG Forms 4025 and 4026 will be annotated as follows:

G – Cleared for Construction

G – Cleared for Construction, except as noted in attached comments

G – Cleared for Construction, except as noted in attached comments, resubmission required

G -- NOT Cleared for Construction, see attached comments, resubmission required

FX – Receipt acknowledged, does not comply as noted with contract requirements.

NOTE: Cleared for construction does not relieve the Design-Build Contractor from the responsibility for any errors or omissions in the design, nor from responsibility for complying with the requirements of this contract.

3.7.4 Government Review

Within 14 days after Notice to Proceed, the Contractor shall submit, for approval, a complete design schedule with all submittals and review times indicated in calendar dates. The Contractor shall update this schedule monthly. After receipt, the Government will be allowed fourteen (14) days to review and comment on each 35%, 95% and 100% design submittals, except as noted below. For each design review submittal, comments from the various design sections and from other concerned agencies involved in the review process will be made in the on-line review management system DrChecks_{SM} (<https://www.projnet.org/projnet/binKornHome/index.cfm>). Contractor shall coordinate with the Contracting Officer and/or Representative(s) to register for DrChecks_{SM} use. The review will be for conformance with the technical requirements of the solicitation and the Successful Offeror's (Contractor's) RFP proposal.

If a design submittal is deficient, it will be returned for correction and resubmission. The review time will begin when the corrected submittal is received.

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 using the following action codes:

- A – Cleared for Construction
- B – Cleared for Construction, except as noted in attached comments
- C – Cleared for Construction, except as noted in attached comments, resubmission required
- E - NOT Cleared for Construction, see attached comments, resubmission required
- FX – Receipt acknowledged, does not comply as noted with contract requirements.

These codes shall NOT be used by the Design-Build Contractor. Design-Build Contractor's Quality Control Organization will annotate Block "g" entitled "FOR CONTRACTOR USE CODE" of Eng Form 4025-R using the action codes listed on the reverse side of the form.

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.

3.7.4.1 Incorporation of Government Review Comments

If the Contractor disagrees technically with any comment or comments and does not intend to comply with the comment, he must clearly outline, with ample justification, the reasons for noncompliance within five (5) days after close of review period in order that the comment can be resolved. The Contractor shall furnish disposition of all comments in DrChecks_{SM}, with the next scheduled submittal. The disposition shall identify action taken with citation of location within the relevant design document. Generalized statements of intention such as "will comply" or "will revise the specification" are not acceptable. The Contractor is cautioned that if he believes the action required by any comment exceeds the requirements of this contract, that he should flag the comment in DrChecks_{SM} as a scope change, and notify the COR in writing immediately. If a design submittal is over one (1) day late in accordance with the latest design schedule, the Government review period may be extended 7 days. Submittals date revisions must be made in writing at least five (5) days prior to the submittal. During the design review process, comments will be made on the design submittals that will change the drawings and specifications. The Government will make no additional payments to the Contractor for the incorporation of comments. Review comments are considered part of the design-build process.

The Contractor will be furnished comments from the various design sections of the Corps of Engineers, Afghanistan Engineer District (AED) and / or Europe District (EUD) and / or Transatlantic Programs Center (TAC), as well as from other concerned agencies involved in the review process. 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.

3.7.4.2 Conferences

As necessary, conferences will be conducted between the Design-Build contractor and the Government to resolve review comments.

Two review conferences will be held for each design submittal. One review conference will be held at the installation, and the second review conference will be held at the Corps District Office in Kabul, Afghanistan. The Contractor shall bring the personnel that developed the design submittal to the review conference. These conferences will take place the week after the fourteen (14) day review periods respectively.

3.7.4.3 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.

3.7.5 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.

3.8 Phased or "Fast-Track" Design

3.8.1 General

If approved 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.

3.8.1.1 Design Phases

Complete or partial design phasing may or may not have been specified by the Government elsewhere in this contract. For construction sequencing or phasing that the Government has not specifically mandated, the Design-Build Contractor may submit a proposed phasing plan. Design phasing proposed by the Design-Build Contractor shall be submitted to the Government for approval in accordance with TAC Form 122-E CONTRACTOR FURNISHED DESIGN DOCUMENTS.

3.8.2 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.

3.8.3 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.

3.8.4 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.

3.8.5 Commencement of Construction

Construction of work may begin after receipt of the clearance for construction (Notice to Proceed) for each design phase. 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.

3.9 DESIGN STAGES

The Contractor shall schedule the number and composition of the design submittal phases. Design submittals are required at the Concept (35%), Final (95%) design

stages, and at the Ready-to-Advertise (100%) stage. The requirements of each design stage are listed hereinafter. The number and contents of the design submittals phases shall be reflected in TAC Form 122-E as well as in the Contractor's design progress schedule.

3.9.1 Concept Review Submittal (35%)

The review of this submittal is primarily to ensure that the Contractor has taken an inventory of the existing conditions at each proposed site, 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. Refer to requirements herein for specific submittal requirements. The following documents shall be submitted:

- Site topographic survey
- Grading plan
- 100% drawings for site plan, grading, utilities
- 35% drawings for buildings, facilities
- List of Specification Sections to be used
- Preliminary design analysis

3.9.3 Final Design Review Submittal 95%

The review of this submittal is to insure that the design is in accordance with directions provided the Contractor during the design process. The only effort remaining between the FINAL DESIGN REVIEW SUBMITTAL and the "CLEARED FOR CONSTRUCTION" DESIGN REVIEW SUBMITTAL 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 Draft Specifications on all items of work submitted for Final Review shall consist of marked-up 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 95% Design Review Comments with the Contractor's annotation to each comment.

3.9.4 "Cleared for Construction" Design Review Submittal (100%)

After the FINAL DESIGN REVIEW SUBMITTAL review, the Contractor shall revise the Contract Documents by incorporating any comments generated during the FINAL DESIGN REVIEW SUBMITTAL and shall prepare final hard copy Construction Specifications. The Contractor shall submit the following documents for the design complete submittal:

a. Design Analysis

b. Construction Specifications

c. Construction Drawings

d. A soft copy (CD) of the design drawings, specifications, and design analysis shall be submitted at this stage and all other subsequent stages of the design process.

e. The Government's FINAL (100%) DESIGN REVIEW SUBMITTAL comments with the Contractor's annotation to each comment.

Once the design documents have been "Cleared for Construction" by the Contracting Officer, the Design-Build Contractor shall clearly identify each document by annotating it as "Cleared for Construction."

3.9.5 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.

3.9.6 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.

3.10 GENERAL DESIGN INSTRUCTIONS

3.10.1 Responsibility of the Design-Build Contractor

3.10.1.1 Professional Quality, Technical Accuracy, and Coordination

The Design-Build Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all design specifications, drawings, and other services furnished 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.

3.10.1.2 Deviating From The "Cleared-For-Construction" Design

(a.) The Contractor must obtain the approval of the Designer of Record (DOR) and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed design reviewed and Cleared for Construction by the Government, before proceeding with the revision.

(b.) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and cleared for construction design.

(c.) Any revision to the design, which deviates from the contract requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

(d.) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(e.) The Contractor shall track all approved revisions to the reviewed and cleared for construction design and shall incorporate them into the as-built design documentation, in accordance with section 01060 SC entitled PREPARATION OF AS-BUILT DRAWINGS (CONTRACTOR). The Designer of Record shall document its professional concurrence on the As-Builts for any revisions by affixing its stamp and seal on the drawings and specifications.

3.10.1.3 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.

3.10.1.4 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.

3.10.1.5 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.

3.10.1.6 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:

Fire Protection
Telecommunications

Landscape Design
Audio Visual, PA, TV, etc.

Geotechnical Design
Asbestos Abatement
EMF Shielding

Hardened Structures
X-Ray Shielding
Site grading

3.10.2 Conduct of Work

In the performance of contract the Design-Build contractor shall:

3.10.2.1 Performance

Perform the work diligently and aggressively, and promptly advise the Contracting Officer of all significant developments.

3.10.2.2 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.

3.10.2.3 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.

3.10.2.4 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. Availability of publications (where to purchase) is contained in Specification Section 01420 entitled: SOURCES FOR REFERENCE PUBLICATIONS. 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 are not met, the Design-Build Contractor will be required to conform his design to the same at his own time and expense.

3.10.3 Design Priorities

The design of this project shall consider the remote location and harsh 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:

3.10.3.1 CONSTRUCTION LIFE-SPAN LEVELS

Permanent Construction. Buildings and facilities shall be designed and constructed to serve a life expectancy of more than 25 years, to be energy efficient, and to have finishes, materials, and systems that are low maintenance and low life-cycle cost.

Semi permanent Construction. Buildings and facilities shall be designed and constructed to serve a life expectancy of more than 5 years but less than 25 years, to be energy efficient, and to have finishes, materials, and systems that require a moderate degree of maintenance using the life-cycle cost approach.

Temporary Construction. Buildings and facilities shall be designed and constructed to serve a life expectancy of 2 years or less using low-cost construction, with finishes, materials, and systems that are selected with maintenance factors being a secondary consideration.

Mobilization, Emergency and Contingency Operations Construction. Buildings and facilities shall be designed and constructed to serve a specific mobilization or emergency requirement. Buildings will be austere to minimize construction time and maximize conservation of critical materials. Maintenance factors and longevity will be secondary considerations.

3.10.3.2 Operability

Systems including but not necessarily limited to mechanical, electrical, communications, etc., must be simple to operate and easy to maintain.

3.10.3.3 Standardization

Use of standardized materials, products, equipment, and systems is necessary to minimize the requirements for replacement parts, storage facilities, and service requirements.

3.10.3.4 Overseas Work

Use of construction materials or techniques shall be utilized which are suitable for overseas work in harsh climates and environments.

3.10.4 Topographic Surveys, Easements, and Utilities

Unless otherwise stated in the contract, the Design-Build Contractor will be responsible for detailed topographic mapping, available easements, and utility information for the project.

3.10.4.1 Horizontal and Vertical Control

The mapping shall be based on the base coordinate system. If the base system cannot be found, the surveyor shall use any established monuments. If monuments have been destroyed or do not exist, an assumed horizontal and vertical datum shall be established, using arbitrary coordinates of 10,000n and 10,000e and an elevation of 1,000 meters. The horizontal and vertical control established on site shall be a closed loop with third order accuracy and procedures. Provide three (3) concrete survey monuments at the survey site. All of the control points established at the site shall be plotted at the appropriate coordinate point and shall be identified by name or number, and adjusted elevations. The location of the project site, as determined by the surveyor shall be submitted in writing to the Contracting Officer. The site location shall be identified by temporary markers, approved by the Contracting Officer before proceeding with the surveying work.

3.10.4.2 Topography Requirements

A sufficient quantity of horizontal and vertical control shall be established to provide a detailed topographic survey at 1:500 scale with one quarter meter contour intervals minimum. Intermediate elevations shall be provided as necessary to show breaks in grade and changes in terrain.

The contours shall accurately express the relief detail and topographic shapes. In addition, 90 percent of the elevations or profiles interpolated from the contours shall be correct to within one-half of the contour interval and spot elevations shall be correct within plus or minus 20 millimeters.

Spot elevations affecting design of facilities shall be provided. Specifically, break points or control points in grades of terrain such as tops of hills, bottoms of ditches and gullies, high bank elevations, etc.

All surface and sub-surface structures features within the area to be surveyed shall be shown and identified on the topographic maps. In addition, these features shall be located by sufficient distance ties and labeled on the topographic sheets to permit accurate scaling and identification.

The location and sizes of potable, sanitary, electrical and mechanical utilities within the survey site shall be shown on the survey map. Sanitary manholes and appurtenances shall show top elevations and invert elevations.

3.10.5 Geotechnical Investigation

Unless otherwise stated in the contract, the Design-Build Contractor will be responsible for Geotechnical investigation, including subsurface explorations, sampling, field and laboratory testing, and water studies where applicable.

3.10.6 Cathodic Protection and Earth Resistance

Unless otherwise stated in the contract, the Design-Build Contractor will be responsible for determining whether cathodic protection on buried structures and underground utility systems are needed for special electrical grounding and counterpoise systems, and for gathering the field data necessary for design.

3.10.7 Water Supply and Quality Data

Unless otherwise stated in the contract, the Design-Build Contractor will be responsible for obtaining all water supply and water quality data. This data will include information on the locations and depths of all viable water supply sources at the site(s) involved and a water quantity and water quality analysis for each source.

3.10.8 Occupational Safety and Health Act

The facilities, systems, and equipment designed under this contract shall comply with the Occupational Safety and Health Act (OSHA), Code of Federal Regulations, Title 29, Chapter XVII, Parts 1910 and 1926. Any problems in incorporating these standards due to conflicts with other technical criteria shall be submitted to the Contracting Officer for resolution.

3.10.9 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.

3.10.9.1 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.

3.10.9.2 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.

3.11 VALUE METHODOLOGY/VALUE ENGINEERING

The Design-Build Contractor during the course of his design shall be alert for and shall identify those high-cost low-value items or areas which he considers may be accomplished in different ways that will increase the value of the project at the same or less cost. Potential value engineering study items shall be reported to the Value Engineer through the Contracting Officer.

3.11.1 Performance Oriented Value Engineering Change Proposal (VECP)

In reference to Contract Clause 52.248-3, "Value Engineering - Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Contract Documents which were addressed in the Design-Build Contractor's accepted contract proposal and which were evaluated in competition with other Proposers for award of this contract. For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Proposer or the Design-Build Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

3.11.2 Prescriptive Oriented Value Engineering Change Proposal (VECP)

The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Design-Build Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements. For purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Proposers little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

3.12 SUBMITTAL OF CONTRACTOR FURNISHED DESIGN DOCUMENTS

The requirements of this paragraph pertain to the submittal of design documents, specifications, design calculations, surveys, testing reports and other documents prepared by the Design-Build Contractor to meet the design requirements of this project.

3.12.1 Geo-technical

3.12.1.1 Design Analysis

The Design-Build Contractor shall submit in the design analysis catalog cuts, manufacturer's data for the following:

3.12.1.2 Specifications

Specifications for all civil utilities shall include:

3.12.1.3 Design Drawings

1 ea. Full Size, 2 ea. Half-Size Design drawings shall be submitted for the following:

Afghanistan Engineer District (AED)

3.12.1.4 Manufacturer's recommendations, instructions, and certifications

Shall be submitted for the following:

Afghanistan Engineer District (AED)

3.12.1.5 Samples

Samples shall be submitted for the following:

Afghanistan Engineer District (AED)

3.12.1.6 Schedules

Schedules shall be submitted for the following:

Afghanistan Engineer District (AED)

3.12.1.7 Reports

Reports shall be submitted for the following:

Afghanistan Engineer District (AED)

3.12.1.8 Records

Records shall be submitted for the following:

Afghanistan Engineer District (AED)

Engineering Studies. Occasionally, in addition to the items previously mentioned, engineering studies that relate to specific problems or surveys may be required. The

necessary instructions regarding the preparation of such reports must be added by the Specification Writer as appropriate.

3.12.2 Civil, Site Planning and Layout

3.12.3 Water, Wastewater, and Solid Waste Systems

3.12.4 Architectural/Interior Design

3.12.5 Structural

3.12.6 Force Protection Design Procedures for the Protection of United States Forces

3.12.7 Fire Protection and Life Safety

3.12.8 Heating, Ventilating, and Air Conditioning

3.12.9 Plumbing

3.12.10 Special Mechanical Systems and Equipment

3.12.11 Electrical

3.12.12 Power Generation

3.12.13 Power Transmission and Distribution

3.12.14 Communications

3.12.15 Corrosion Prevention and Control

3.12.16 Renovation Design

3.12.17 Accident Prevention and Safety

3.13 SUBMITTAL OF CONTRACTOR FURNISHED DESIGN DRAWINGS

3.13.1 Geo-technical

3.13.2 Civil, Site Planning and Layout

3.13.3 Water, Wastewater, and Solid Waste Systems

3.13.4 Architectural/Interior Design

3.13.5 Structural

- 3.13.6 Force Protection Design Procedures for the Protection of United States Forces
- 3.13.7 Fire Protection and Life Safety
- 3.13.8 Heating, Ventilating, and Air Conditioning
- 3.13.9 Plumbing
- 3.13.10 Special Mechanical Systems and Equipment
- 3.13.11 Electrical
- 3.13.12 Power Generation
- 3.13.13 Power Transmission and Distribution
- 3.13.14 Communications
- 3.13.15 Corrosion Prevention and Control
- 3.13.16 Renovation Design
- 3.13.17 Accident Prevention and Safety
- 3.14 GOVERNMENT APPROVED CONSTRUCTION SUBMITTALS (Required During Construction)

- 3.14.1 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 testing, construction plans (e.g., Contractor Quality Control, Accident Prevention, Resident Management System, Area Use etc), schedules (Project Schedule/Network Analysis), certificates of compliance, reports, records/statements and variations.

- 3.14.1.1 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.

- 3.14.1.2 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.

3.14.2 Incomplete Design

The Design-Build Contractor shall not use construction submittals as a means to supplant and/or supplement an incomplete design effort.

3.14.3 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.

Virtually all design related construction submittals can and must be incorporated directly into the design specifications and drawings prepared by the Design-Build Contractor. Since the Design-Build Contractor has sole responsibility for the design, procurement, and construction, impediments do not exist which would impair his ability to specifically identify what is being furnished to the Government prior to the start of construction. Generic/non-proprietary specifications are indicative of an incomplete design effort and as such must be rejected as unacceptable

3.14.4 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.

3.14.5 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. two (2) 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 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

ENG FORM 4288 - Submittal Register

Select one of the following:
AED projects:

Figure 1 – From AEC CADD Standards all sheet/number description; AED title block

Figure 2 - From AEC CADD Standards all A-E logo/designed by/submitted by; AED title block

Figure 3 - From AEC CADD Standards all revision block; AED title block

Figure 4 - From AEC CADD Standards all Finished Format Size

-- End of Section -

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 --

SECTION 01452

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 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 Section 00010 Supplies or Services and Prices/Costs.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all design and 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

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 30 days after receipt of Notice to Proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and

forms to be used. The Government will consider an interim plan for the first 15 days of operation. Design and construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization.
- 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.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
- e. Control, verification, and acceptance testing procedures.
- f. Procedures for tracking construction deficiencies from identification through acceptable corrective action.

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 period. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, post award Conference, before start of design or construction, and prior to acceptance by the Government of the CQC 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 7 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, design activities, control activities, testing, administration of the system for both onsite and offsite 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 Contractor 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 to address deficiencies in the CQC system or procedures that may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization that shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer with a minimum of 5 years construction experience on construction similar to this contract. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor may provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: electrical, mechanical, civil, structural, architectural, submittals clerk. These individuals shall be directly employed by the prime Contractor and may not be employed by a supplier or sub-contractor on this project; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals shall have no other duties other than quality control.

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

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 Section 01335 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 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 plans/documents/ 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 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. Review of provisions that 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 assure that they are on hand, conform to the contract and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.

The Government shall be notified at least 48 hours in advance of beginning the preparatory control 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 CQC report.

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 work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- c. Resolve all differences.
- d. The Government shall be notified at least 48 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 CQC report.

3.6.3 Follow-Up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, 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 deficiencies corrected prior to the start of additional features of work, which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.7 TESTS

3.7.1 Testing Procedures

The Contractor shall perform specified or required tests 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. Testing includes operation and/or acceptance tests when specified. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph, reference and location where the test(s) were taken.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and 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 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 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 thereof 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 this inspection. 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.

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 should be identified (Preparatory, Initial, Follow-up). List 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. Off-site surveillance activities, including actions taken.
- h. Project 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 12 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. 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 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 --