SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. W917PM-06-R-0053	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	3. DATE ISSUED 12-Aug-2006	PAGE OF PAGES 1 OF 316

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY CODE W917PM	8. ADDRESS OFFER TO (If Other Than Item 7) CODE
AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356 TEL: FAX:	**See Item 7** TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME STELLA M LEJEUNE	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

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):*

AFGHAN NATIONAL POLICE FACILITIES NIMRUZ PROVINCE, AFGHANISTAN
This project consists of the design and construction of a Border Police Brigade Headquarters in Zaranj and a Uniformed Police Provincial Headquarters in Zaranj. Both sites are located in the Nimruz Province of Afghanistan. This project is defined as the management, design, material, labor, and equipment, to design and construct and/or refurbish all utilities, roads, buildings, force protection measures, site security, de-mining activities, and other features as referenced herein. The work shall include the preparation of design documents and the subsequent construction of the facilities described within this Request for Proposal. The facilities shall include structures as indicated in the SOW, specifications, or drawings and contain all necessary utilities for operation of such. All facilities shall be designed and constructed in accordance with current U.S. and International Building Codes and standards and as described in these documents. Any standard that can be determined to be substantially equivalent to the standards specified in this document may be used, but it is the Contractor's responsibility to show the equivalency of the alternate standard and the Contracting Officer must approve its use.

11. The Contractor shall begin performance within 7 calendar days and complete it within 365 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable. *(See* section 00800 *.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* [ ] YES [X] NO	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 05:00 PM *(hour)* local time 19 Sep 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, [X] 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)*		15. TELEPHONE NO. *(Include area code)*
		16. REMITTANCE ADDRESS *(Include only if different than Item 14)* **See Item 14**
CODE	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:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

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		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 consummates 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)* TEL: EMAIL:	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

BID SCHEDULE

SECTION 00010

PROPOSAL SCHEDULE

The Contractor shall provide a price for all items, including those labeled, "Optional Items." The Government will evaluate the Contractor's entire proposal to determine which CLINs represent the best value to the Government.

No.	Description	Qty	Unit	Unit Price	Total Amount
0001	**Base Proposal:**				
0001	**DESIGN:**				
0001AA	Design Costs:	1	LS		$_____
0001AB	Surveys and Master Planning	1	LS		$_____
Total Design only					**$**_____
0002	**CONSTRUCTION - SITE IMPROVEMENT: Border Police Brigade Headquarters and Uniform Police Provincial Headquarters, Zaranj**				
0002AA	De-Mining Activities	1	LS		$_____
0002AB	Demolition and Grading	1	LS		$_____
0002AC	Water System	1	LS		$_____
0002AD	Sanitary Sewer System	1	LS		$_____
0002AE	Site Electrical Distribution System	1	LS		$_____
0002AF	Force Protection Measures	1	LS		$_____
0002AG	Road Network	1	LS		$_____
0002AH	Trash Point	2	EA	_____	$_____
Total Site Improvements only					**$**_____
0003	**CONSTRUCTION - BUILDINGS: Border Police Brigade Headquarters, Zaranj**				
0003AA	Dining Facility and Storage Yard	1	LS		$_____
0003AB	Barracks	1	LS		$_____
0003AC	Latrine Building	1	LS		$_____
0003AD	Administration Building	1	LS		$_____

0003AE Vehicle Refueling Point	1	LS	$_____
0003AF Motor Pool	1	LS	$_____
0003AG General Storage	1	LS	$_____
Total Buildings only			**$**_____

0004 CONSTRUCTION - BUILDINGS: Uniform Police Provincial Headquarters, Zaranj

0004AA Dining Facility and Storage Yard	1	LS	$_____
0004AB Provincial Headquarters Building	1	LS	$_____
0004AC Logistics Supply Point	1	LS	$_____
0004AD Clinic	1	LS	$_____
0004AE Vehicle Refueling Point	1	LS	$_____
0004AF Parking Area	1	LS	$_____
0004AG CID Administration Building	1	LS	$_____
0004AH Barracks	1	LS	$_____
0004AJ Latrine Building	1	LS	$_____
Total Buildings only			**$**_____

TOTAL BASE PROPOSAL ITEMS $_____
(total of all above costs - includes design and construction)

PROPOSAL SCHEDULE NOTES

1. Offeror shall submit prices on all items.

2. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a lump sum 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

TABLE OF CONTENTS

DESIGN BUILD SPECIFICATIONS
FOR
BORDER POLICE BRIGADE HEADQUARTERS, ZARANJ
UNIFORMED POLICE PROVINCIAL HEADQUARTERS, ZARAN
NIMRUZ PROVINCE OF AFGHANISTAN

Section	Title
00010	Proposal Form
00110	Proposal Preparation
00120	Proposal Evaluation and Contract Award
00150	The Design-Build Process
00555	Design Concept Documents
00600	Representations and Certifications
00700	Contract Clauses
00800	Special Contract Requirements
01010	Scope of Work
01015	Technical Requirements
01060	Special Clauses
01312	Quality Control System (QCS)
01321	Project Schedule
01335	Submittal Procedures for Design/Build Projects
01415	Metric Measurements
01451A	Contractor Quality Control
01525	Safety & Occupational Health Requirements
01770	Closeout Procedures
01780A	Closeout Submittals

01781 Operation and Maintenance Data

Appendix A Drawings

SECTION 00110

PROPOSAL PREPARATION

PART 1 - GENERAL

Instructions for the preparation and organization of each proposal are included herein. The proposal submittal shall include one original and three copies of the Volume I proposal 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 proposal 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.

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

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

1.1.2 Factor 2 – Past Performance.

For the projects listed in paragraph 1.1.1 Factor 1 - Experience, provide the following additional information:

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

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

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

unfavorably on past performance. A neutral rating with unknown risk will be assigned.

1.1.3 Factor 3 – Project Management.

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 quality control throughout the construction process including testing, inspection, and safety. Demonstrate your understanding of the design-build process including your ability to effectively coordinate architectural and engineering professionals, sub-contractors and construction personnel in a team effort. Indicate the level of detail you propose to employ for proper development of drawings and specifications. Present your construction management philosophy as it relates to the design-build process and the benefits it will bring to the Government, particularly in the areas of time and cost control. Limit discussion to no more than ten pages.

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

1.1.4 Factor 4 - Personnel and Resource Commitment.

Provide professional resume data on the following individuals, as applicable to this project, 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
- Project Safety Officer
- Construction Superintendent
- Construction Foreman (if different from above)

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

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

Demonstrate personnel and resources to be utilized for this project as well as additional resources available if necessary. Include a list of key professional job titles and the number of personnel in each category for each key firm on the design-build team to include a resource manning chart and an estimate of how many personnel will be working primarily on this project from month to month.

The contractor must discuss their intent or plan to utilize local labor and subcontractors when replying to this evaluation factor.

1.2 Format

1.2.1 Requirements

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

2. VOLUME II - COST/PRICE PROPOSAL PREPARATION

2.1 Proposal Schedule.

Offerors shall provide a signed cover letter and complete the Proposal Schedule by filling out the pricing data blanks. An executable proposal schedule is included in Section 00010, Proposal Schedule, 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. The contractor shall include all representations and certifications required by Section 00600 with Volume II of the proposal.

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.

3. CLARIFICATIONS AND FINAL PROPOSAL REVISION:

3.1 General.

Any conflicting criteria which cannot be resolved 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.

3.2 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.

3.3 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.

3.4 Final Proposal Revision(s):

3.4.1 Initial Offer

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.

3.4.2 Final Proposal Revision

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 --

SECTION 00120

SECTION 00120

PROPOSAL EVALUATION AND CONTRACT AWARD

PART 1 – GENERAL

A. BASIS FOR AWARD.

The Government intends to make one award for completion of the subject project. The award will be made to the offeror whose proposal represents the best overall value to the Government. Competing proposals will be evaluated against the requirements of the solicitation in order to assess strengths, weaknesses and associated risks, and deficiencies. The non-pricing evaluators will assign ratings to each of the non-pricing factors using the adjectives of excellent, good, satisfactory, marginal, and unsatisfactory. Risk assessment confidence ratings will be made based upon the adjective ratings of high confidence (low risk), medium confidence (medium risk), or low confidence (high risk). The factor of pricing will not be assigned adjective ratings but will have risk assessments made. The tradeoff process of evaluation between non-pricing and pricing aspects of the offerors' presentations will be used to determine those offers that should 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. In evaluating the proposals, the Government will consider Management/Technical proposals and the Cost/Price proposal. The Government will evaluate the four factors for Management/Technical and assign adjective ratings for each as described below. The Government will not assign adjective ratings to the Cost/Price proposal but will evaluate whether the cost and pricing portions of the proposals are complete and reasonable. The four Management/Technical (non-cost/pricing) factors are listed in descending order of importance, with Factor 1 and Factor 2 having equal weight, and Factors 3-4 being the next most important. The four non-cost/pricing factors, taken as a group, have equal weight to the cost factor in the evaluation and selection process.

B. PROPOSAL EVALUATION.

B.1 Source Selection Evaluation Board

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 Rating Factors

The Volume I (Management/Technical) factors are listed in descending order of importance. The factors will be evaluated and assigned merit ratings using the adjectives of excellent (E), good (G), satisfactory (S), marginal (M), and unsatisfactory (U). Risk assessment confidence ratings will be assigned based upon the adjective ratings of high (H) confidence (low risk), medium (M) confidence (medium risk), or low confidence (L) (high risk). The non-pricing (Volume I, Management/Technical) 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.

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

1.1.2 Factor 2 – Past Performance.

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

1.1.3 Factor 3 – Project Management

The evaluators will evaluate and rate the project management plan including the team structure and responsibilities of team members, the management approach for the design and construction process, including effective coordination between design and construction personnel; the quality control process; the level of detail proposed for drawings and specs; and the offeror's construction management philosophy as it relates to the design-build process. The Government will evaluate the offeror's plan to control quality throughout the design development and construction of the project and the offeror's plan to control time during the design and construction phases of the project and the ability to minimize time overruns due to changes, unforeseen circumstances and delays. Proposals with the most convincing evidence will receive the highest ratings.

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

1.1.4. Factor 4 - Personnel and Resource Commitment.

The Government will evaluate the qualifications and experience of the proposed project personnel and the commitment to participate in this project. Contractor personnel with experience with similar relevant projects (type of construction, dollar value, design-build method, complexity) will receive a higher rating than those with dissimilar or non-relevant project experience. Proposals with the most convincing evidence will receive the highest ratings. The contractor must discuss their intent or plan to utilize local labor and subcontractors when replying to evaluation factors.

The Government will evaluate the adequacy of the offeror's proposed personnel and other resources to successfully complete the project. Proposals with the most convincing evidence will receive the highest ratings.

The contractor must discuss their intent or plan to utilize local labor and subcontractors when replying to evaluation factors.

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 Compliance Review

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 Evaluation

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

C.3 Competitive Range/Final Proposal Revision

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 Revisions will be requested.

C.4 Rejections and Waivers

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 --

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. Licensing jurisdiction of Architects and Engineers of record shall be shall be verifiable. The DB contractor shall be the Architect/Engineer-of-Record, whether the DB contractor utilizes services of licensed architects and engineers employed by its firm or subcontracts with independent architectural and/or engineering firm(s). The DB contractor shall be solely liable for design errors and/or omissions and should be insured as the A-E firm against design errors and omissions.

Section 00555, DESIGN CONCEPT DOCUMENTS identifies project documents furnished herewith to be used as the basis for the project design and construction documents. The successful Offeror shall be required to complete the design and construction documentation, and construct the project in compliance with these completed requirements.

2. OUTLINE DESCRIPTION OF THE DB PHASE

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

2.1 PROPOSAL PHASE

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

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

2.2 DESIGN PHASE

The successful DB contractor shall develop and submit for formal review three submittals and the final design. The DB contractor is encouraged to develop and submit multiple cost saving proposals for innovative design alternatives. The contractor shall use DrChecks to evaluate design phase comments made by Corps of Engineers (COE) and incorporate the changes throughout the next design phase.

2.2.1 The Design Phase will consist of three 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 at 35% complete.

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

A Pre-design meeting will be conducted to finalize and clarify technical information, and clarify other necessary information.

b. Part 2 shall include all design services required to complete the second design submittal: 100% complete drawings and specifications for site preparation work, utility construction, paving, foundation, and structural diaphragm of all work and approximately 65% complete drawings and specifications of all other required construction documents. 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	following Award of Contract (upon written notification)
Design Phase, Part 1 - Basic Services Pre-design Meeting	within 7 days from Award of Contract
First Design Submittal Due ***(35% design submittal - site design at 100% completion level)***	within 30 days following Award of Contract
Submittal Review Conference ***(location TBD)***	within 7 days following 35% percent submittal review
Authorization to Commence Design Phase Part 2	Upon approval of first design submittal
Build Phase authorization to commence site preparation, utilities, and foundation construction (designed at 100%)	Upon approval of corrected first design submittal
Design Phase, Part 2 Second Design Submittal Due ***(99% design submittal – 100% completion level for other than site work)***	30 days from Authorization for Design Phase, Part 2
Submittal Review Conference ***(location TBD)***	within 7 days following 99% percent submittal review
Incorporate Changes to Submittals	within 14 days following review

	conference
Build Phase Authorization for Remainder of Work	Upon approval of Second design submittal
Design Phase, Part 3 Third Design Submittal Due ***(100% design submittal)***	30 days from Authorization for Design Phase, Part 3
Submittal Review Conference ***(location TBD)***	within 7 days following 100 percent submittal review
Incorporate Changes to Submittals (Re-Submit for Review and Approval 100% design submittal)	within 14 days following review conference
Build Phase Authorization for Remainder of Work	Upon approval of Third design submittal
Total Design and Construction Period	365 days (performance period includes design and construction phases)

All days are in calendar days.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 00555

DESIGN CONCEPT DOCUMENTS

PART 1 GENERAL

1.1 GENREAL

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

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

1.2 ENGINEERING AND DESIGN CRITERIA

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

1.3 APPENDIX DOCUMENTS

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

1.4 SPECIFICATIONS

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

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

1.5 ORDER OF PRECEDENCE

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

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

1.6 MANDATORY CRITERIA

Portions of the design criteria documents provide mandatory criteria. Mandatory criteria consists of drawings, schematics, specifications, and other requirements which shall not be altered or modified for proposal submittal or subsequent final design except for minor adjustments for coordination or except for cost reduction proposals as specified in Section 00150 - THE DESIGN BUILD PROCESS. Non-mandatory criteria shall be considered

minimum requirements and may be enhanced, improved, or substituted to better suit design requirements or to improve evaluation consideration. Mandatory requirements are as listed below. All other design criteria shall be considered non-mandatory.

Work Plan
Boundary survey plan
Topographic survey plan
Any mandatory criteria referenced within Project Program.
Any other criteria listed herein which is listed, shown or implied as mandatory.

1.7 ADDITIONAL DOCUMENTS/CRITERIA FURNISHED BY THE GOVERNMENT

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

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

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

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

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SECTION 00100
Bidding Schedule/Instructions to Bidders

INSTRUCTIONS TO BIDDERS

AFGHAN NATIONAL POLICE FACILITIES NIMRUZ PROVINCE, AFGHANISTAN

PREPROPOSAL CONFERENCE WILL BE HELD August 19, 2006 at 10:00AM LOCAL TIME. Offerors who plan to participate, please email me at Kimberly.Pugh@tac01.usace.army.mil, no later than August 18, 2006 at 5:00PM LOCAL TIME.

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

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

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

If proposal is hand carried, deliver to: U.S. Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (behind Aman High School), Kabul, Afghanistan, Attn: Kimberly Pugh, prior to 17:00pm, September 7, 2006 for receipt of proposals. Due to heightened security conditions, access to the building is controlled by security. Your packages will be opened and checked at the gate by the security guards. **Electronic proposals will not be accepted.**

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52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) 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 number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) 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 name.

(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).

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

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)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want

disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors 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) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) 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;

(B) 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;

(C) 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 offeror 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 provision, 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 offeror's determination of the prices to be offered in the catalog or marketplace.

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

(1) The offeror shall prepare and 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 contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM FIXED-PRICE** contract resulting from this solicitation.

(End of clause)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from US ARMY CORPS OF ENGINEERS, HOUSE 1, STREET 1, WEST WAZIR AKBAR KHAN, BEHIND AMANI HIGH SCHOOL

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--
AUG 19 ,2006
10:00 AM

(c) Participants will meet at--

US ARMY CORPS OF ENGINEERS, AFGHANISTAN ENGINEER DISTRICT, STREET #1 , HOUSE #1, AKA QALAA HOUSE, WEST WAZIR AKBAR KHAN, BEHIND AMANI HIGH SCHOOL, KABUL , AFGHANISTAN

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of"(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of anyDEFENSE FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter “CAGE” before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

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

MAGNITUDE OF CONSTRUCTION

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

Section 00600 - Representations & Certifications

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52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

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52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) Federal appropriated funds 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 on his or her behalf in connection with the awarding of this contract.

(2) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:.----------

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other----------

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name----------

TIN----------

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System NAICS) code for this acquisition is 236220.

(2) The small business size standard is ---------- $31M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(__) Paragraph (c) applies.

(__) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) 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);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) 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);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) 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).

(E) 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

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of $500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than $50 million (of which at least one award exceeded $1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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

52.204-7 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)

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 debars 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

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of $10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory

personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other

areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246,

as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-29 NOTIFICATION OF VISA DENIAL (JIUN 2003)

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.
(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(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

52.225-13 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

52.227-4 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

52.232-26 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 DisputesAct 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

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(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 payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”') by (the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or “concurrent with first request” as prescribed by the head of the agency; if not prescribed, insert “no later than 15 days prior to submission of the first request for payment”). If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT

information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(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. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, 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.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(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) 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 provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. 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 provided 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 in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(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 disput 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 FIFTEEN PERCENT(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)

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all

Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required

for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds $100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(End of clause)

52.244-4 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-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)

52.246-1 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)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of $25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)

(a) "Definition."

"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)

252.225-7041 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 DEFENSE OPERATION 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)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art.

To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished With Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at

private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.
Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above

identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliersthat will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(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)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (SEP 2005)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the levy will jeopardize contract performance, the Contractor shall promptly notify the Procuring Contracting Officer and provide--

(1) The total dollar amount of the levy;

(2) A statement that the levy will jeopardize contract performance, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment and provide a notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy jeopardizes contract performance; and

(2) If the levy jeopardizes contract performance and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(3) If the levy jeopardizes contract performance but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(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.

252.243-7001 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.

252.247-7023 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)

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)

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 365 days. The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $1,977.44 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:

NONE

(End of clause)

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.

DEFENSE BASE ACT

52.000-4105 WORKERS COMPSENSATION INSURANCE (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

- **Rutherfoord International – Insurance Broker**
  - James Walczak (703) 813-6544 jim.walczak@rutherfoord.com

Rutherfoord International
James Walczak
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

SPECIFICATION SECTION 01010

SCOPE OF WORK

1. GENERAL

1.1 PROJECT WORK SITES

This project consists of the design and construction of a Border Police Brigade Headquarters in Zaranj and a Uniformed Police Provincial Headquarters in Zaranj. Both sites are located in the Nimruz Province of Afghanistan. This project is defined as the management, design, material, labor, and equipment, to design and construct and/or refurbish all utilities, roads, buildings, force protection measures, site security, de-mining activities, and other features as referenced herein.

1.2 WORK TO BE PERFORMED

The work shall include the preparation of design documents and the subsequent construction of the facilities described within this Request for Proposal. The facilities shall include structures as indicated in the SOW, specifications, or drawings and contain all necessary utilities for operation of such. All facilities shall be designed and constructed in accordance with current U.S. and International Building Codes and standards and as described in these documents. Any standard that can be determined to be substantially equivalent to the standards specified in this document may be used, but it is the Contractor's responsibility to show the equivalency of the alternate standard and the Contracting Officer must approve its use. A partial listing of references is included within the Request for Proposal. The contractor is encouraged to use Afghan labor and subcontractors to the maximum extent possible commensurate with technical, security or other requirements or necessary considerations.

1.3 TECHNICAL REQUIREMENTS

Work shall be executed in accordance with the Technical Requirements in Section 01015. All requirements set forth in the Scope of Work, Section 01010, but not included in the Technical Requirements, shall be considered as set forth in both and vice versa. 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. The Contractor shall verify all dimensions provided in the scope of work prior to the start of any construction.

1.4 ENGLISH LANGUAGE REQUIREMENT

All information shall be presented in English. The Contractor shall have a minimum of one English-speaking representative on site at all times when work is in progress.

1.5 PERIOD OF PERFORMANCE

Each site shall have a separate performance period and notice to proceed. The Border Police Brigade Headquarters and the Uniformed Police Provincial Headquarters shall be considered a single project for the purpose of scheduling and project submittals. The performance period for the Border Police Brigade Headquarters and Uniformed Police Provincial Headquarters at Zaranj shall be 365 calendar days after notice to proceed. The performance period for the Border Police Battalion Headquarters at Qala Afzasil shall be 270 calendar days after notice to proceed. Liquidated damages shall be assessed for every calendar day beyond the scheduled contract completion date and charged to the Contractor.

1.6 SUBMITTALS

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

1.7 CONSTRUCTION SITE LOCATIONS

The Uniformed Police Provincial Headquarters and the Border Police Brigade Headquarters shall be located at the same site and shall share the same walled perimeter and utilitites but shall be provided distinct areas within the compound with separate barracks, dining facilities, administration facilities, and other buildings.

The locations for the project sites are as follows:

Border Police Brigade Headquarters and Uniformed Police Provincial Headquarters

Location	Latitude	Longitude
NE Corner	30 58.121 N	61 51.706 E
SE Corner	30 58.130 N	61 51.469 E
SW Corner	30 58.231 N	61 51.478 E
NW Corner	30 58.262 N	61 51.713 E

Site survey diagrams and photos illustrating existing site conditions are provided at Appendix A.

2. GENERAL REQUIREMENTS FOR THE POLICE PROGRAM FACILITIES

All standard construction amenities and details such as heating, lighting, site drainage, utility connections, etc. shall be implied as a design and construction requirement. Drawings referenced are contained in Section 01015 or Appendix A. Concrete walkways are required to connect all buildings, facilities, and features such as parking lots, power plants, etc.

The Contractor shall design and construct the facilities as a design-build contract in accordance with the requirements stated herein Section 01010, Scope of Work, and in Section 01015, Technical Requirements. The design and construction work shall include but not be limited to the following sub-paragraphs.

2.1 SITE SECURITY

The Contractor shall provide perimeter force protection security for the developing site. Security may include but is not limited to fence and private security guards. Perimeter security shall prevent unauthorized site access and provide safety protection to the Contractor work force and government personnel for the duration of the project. The contractor is solely responsible for security however local police shall be coordinated with regarding security.

2.2 SURVEYS AND MASTER PLANNING

The Contractor shall perform a geotechnical investigation as defined in Section 01015, perform a topographic survey of the site, prepare a site Master Plan, and prepare a complete landscaping and site drainage plan with existing grades, proposed grades, and building finished floor elevations based on information contained in the Request for Proposal. The Contractor shall not locate facilities in wadis or dry river beds. The finish floor elevation of all facilities and slabs shall be a minimum of 50 mm above flood elevations or river banks which ever is at the highest elevation.

The Master Site Plan shall include all locations of construction office/storage containers, laydown and construction debris removal area. The development of the master plan will include participation in a design charrette that will be conducted at the Corps of Engineers Headquarters Office in Kabul. The charrette shall be scheduled by the Government to occur within two weeks of contract award. A 35% design and master plan review shall be conducted with the Contractor twenty-one (30) calendar days after notice to proceed. The site-wide 35% design shall include 100% horizontal design.

2.3 DE-MINING ACTIVITIES

The contractor shall search, identify and clear all mines and unexploded ordnances (UXO's) from the entire site. The contractor shall provide the government a letter indicating that the site is clear of mines and UXO's and is available for construction operations to proceed. All mine and UXO clearing shall be done in accordance with the International Mine Action Standards (IMAS) and clearance shall be accomplished to the anticipated foundation depth. These standards can be found at http://www.mineactionstandards.org. Work shall 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.

2.4 DEMOLITION AND GRADING

The contractor shall demolish all existing structures and buildings at the site prior to commencement of new work with the exception of the mud brick mosque and the existing reinforced concrete buildings. These structures are indicated on the site survey diagrams provided at Appendix A. Quantities of materials for demolition can be estimated from the diagrams. The Contractor shall remove and dispose of all debris, derelict vehicles, concrete, and foundations. The Contractor shall verify the location of debris disposal with the Contracting Officer. The Contractor shall perform complete final site grading after installation of all required drainage structures per the Drainage Plan that shall be prepared as part of this project and after installation of any other buried utilities or other project components.

Native crushed stone 100 mm thick shall be placed around all buildings, from the building wall or building landscaping out 2m and all areas of anticipated foot or vehicle traffic to reduce erosion and to provide dust control. Concrete walkways shall be installed between buildings and parking areas.

2.5 WATER SYSTEM

Design and construct a potable water system, to include a ground well water source, water well pump, and hydro-pneumatic water storage tank, and underground pipe distribution system. The well shall be constructed to deliver a minimum 345-414 kPa (50-60 psi) at a flow rate that is twice the required daily demand. The storage tanks shall provide capacity for a minimum of 100 percent of the required daily demand based on 190 L/capita/day (50 gal/capita/day). The storage tank and distribution system shall be designed to provide a minimum 276 kPa (40 psi) at ground level at all points in the systems. Minimum pressures of 207 kPa (30 psi), under peak domestic flow conditions, can be tolerated in small areas as long as all peak flow requirements can be satisfied. Maximum water pressures in distribution mains and service lines shall not normally exceed 517 kPa (75 psi) at ground elevation. Per customer, fire flow and irrigation systems shall not be included in design calculations.

2.6 SANITARY SEWER SYSTEM

Design and construct a sanitary sewer system consisting of septic tanks with drain fields or holding tanks, underground piping, clean outs, and man holes. The Designer shall select a septic tank or holding tank depending on test reports of soil conditions and required capacity of the system. The location of the septic tank or holding tank shall be a reasonable distance from living quarters, working areas, public use areas and proposed facilities as reflected by the master plans. The septic tank or holding tank shall not be located under a building, road, or parking lot. Bollards shall be erected 1.2 meters on center around the holding tank or septic tanks to protect it from vehicle traffic. The site shall be accessible by road for maintenance. Design of wastewater treatment facilities must account for all current flows as well as anticipated flows. The designer shall calculate the capacity based on a hydraulic waste load that is equivalent to 80 percent of the Required Daily Demand for the water system as shown in the Paragraph:

Water System. Storm water flow and Industrial waste flow shall not be considered in the waste water treatment system.

2.7 SITE ELECTRICAL DISTRIBUTION SYSTEM

Design and construct a power system for supply and distribution to all buildings to include generators with fuel storage, and underground electrical distribution. All electrical design and installation shall meet NEC (NFPA 70) requirements. Electrical receptacles shall be provided as indicated in section in 01015, Technical Requirements. Conductors and circuits shall be sized for the specific loads.

Contractor shall construct a Prime Power Plant to include prime power generators, switchgear, etc. necessary to meet the electrical demand.

A minimum of two generators shall be sized to provide power for 120% of the maximum calculated demand load. Generators shall be provided with a synchronizer-switch, so that when total power demanded from one generator reaches 90% of the generators maximum, the second generator shall automatically start and supplement the first, sharing the load between the two generators equally.

GENERATOR FUEL STORAGE: The Contractor shall provide low-profile fuel storage tanks that can accommodate a 30 day fuel supply based on the generators operating at 100% load. As part of this contract, the Contractor shall provide a full supply of fuel to the tanks at the time of turnover to the Government. The Contractor will provide capability for fuel delivery from two locations – one from outside the wall surrounding the compound and one directly into the fuel tanks. The delivery point outside the compound wall shall be lockable and securable from tampering or sabotage.

Contractor shall design and construct all interior electrical systems as described in section 01015 Technical Requirements and shall design and install any required exterior lighting, as described in section 01015.

2.8 FORCE PROTECTION MEASURES

The Contractor shall design and construct force protection measures to include masonry or stone walls, primary and secondary Entry Control Points (ECPs), guard towers, illumination system, and communication systems. The designer shall incorporate force protection setbacks for new facilities to maximum extent possible as permitted by size of the site and the requirements of the user. Force protection design shall be in accordance with Joint Security Directorate Antiterrorism/Force Protection Guide, March 2002.

Masonry or native stone walls shall be constructed around the perimeter of the site. The height of the walls shall measure at least 2.4 meters from the inside and outside grades. The wall or fence shall be topped with 3 strand barbed wire outriggers and single-coil concertina style razor wire.

The Primary ECP shall include a paved entrance, manually operated, sliding steel gate or hinged steel gate; a guard house; vehicle drop arm barriers; and jersey barriers placed in serpentine pattern to prevent high speed vehicle entry into compound. The guard house shall be an 8.6 SM building consisting of a reinforced concrete foundation and floor slab, reinforced concrete masonry walls and a steel framed, sloping roof. The floor finish shall be sealed concrete. The exterior wall finish shall be stucco and the interior finish shall be plaster. The finished ceiling shall be either gypsum wallboard or plaster. Provide mineral fiber insulation in the ceiling space. The roof shall have a minimum of 2:12 slope with metal roofing. The building shall have 4 horizontal sliding windows, one located in each wall.

The Secondary ECP shall include a paved entrance, manually operated, sliding steel gate or hinged steel gate; a guard house; vehicle drop arm barriers; and passive anti-ram barriers. The guard house shall be an 8.6 SM building consisting of a reinforced concrete foundation and floor slab, reinforced concrete masonry walls and a steel framed, sloping roof. The floor finish shall be sealed concrete. The exterior wall finish shall be stucco and the interior finish shall be plaster. The finished ceiling shall be either gypsum wallboard or plaster. Provide mineral fiber insulation in the ceiling space. The roof shall have a minimum

of 2:12 slope with metal roofing. The building shall have 4 horizontal sliding windows, one located in each wall.

The Contractor shall design and construct guard towers at each inside corner of the force protection walls. Guard tower shall be a minimum of 2mx 2m and not to exceed 3m x 3m in size. The floor height shall be elevated as to allow the window sill to be 0.5m above the top of the wall. The guard tower shall be constructed of reinforced CMU walls with a metal door and horizontal sliding windows, 800mm high x 1000mm wide. Glazing for the windows shall be a Mylar coated, 8mm thick plexiglass. Windows shall be located on all 4 sides to provide a 360 degree viewing area. Windows shall not be screened. The guard tower must meet force protection requirements. The tower shall be supported on reinforced concrete footings. Footings shall be located below the frost line or a minimum of 800 mm, whichever is greater. The roof shall have a gutter and downspout system to evacuate rain accumulation. The down spout shall run the entire height of the tower and drain at the finished ground level to a splash block. The stairs and platforms shall be constructed per OSHA Standards, with entry to the tower through a lockable security door. Guard Tower shall have heating and unit shall be able to maintain a minimum of 20 degrees C. Guard towers shall be provided with general lighting and shall be fitted with one 360-degree omni-directional searchlight. One weather-resistant duplex receptacle 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 structure.

Illuminate the exterior of the compound. Position lights to provide overlapping coverage and to avoid illuminating guard positions. Do not use white lights inside guard towers. Use red, blue, or black lenses in interior guard tower lighting.

For communications, provide rigid metal conduit with pull strings in each guard tower and gate house. Wiring for communications system is not in the contract.

Force Protection measures also include the requirements of UFC 4-010-01, Design: Minimum DoD Antiterrorism Standards for Buildings, 8 Oct 2003 and UFC 4-010-02, DoD Minimum Antiterrorism Standoff Distances for Buildings, 8 Oct 2003 and Joint Security Directorate Antiterrorism/Force Protection Guide, March 2002.

2.9 ROAD NETWORK

The Contractor shall design and construct the entire road and parking network. The roads shall be designed to carry traffic of a 7 ton three-axle vehicle. A storm drainage system shall also be included. The road layout shall provide access to entry control points, parking lots, vehicle maintenance facilities, fuel points, generator yard, sewage holding tank, and the trash collection point. Road design shall be designed per Section 01015, Technical Requirements.

2.10 TRASH POINT

The Contractor shall design, in a location convenient for easy removal, a trash collection point. It shall be located outside the compound walls. The trash point shall be a 1.8 m X 1.8 m concrete pad with a 1.8 meter tall wooden fence about the perimeter. One side shall have a 1.2 m wide gate entrance.

2.11 SITE SPECIFIC REQUIREMENTS – BORDER POLICE BRIGADE HEADQUARTERS

The work discussed in this paragraph and sub-paragraphs is site specific to the Border Police Brigade Headquarters and shall not apply to other sites. The work is in addition to general site work required in paragraphs 2.1 through 2.10.The populations discussed in this paragraph and sub paragraphs refer to the table Border Police Brigade Headquarters shown below. Net square meters (NSM) as shown in the following tables shall be multiplied by a factor of 1.2 to convert to gross square meters. Gross square meters includes corridors, circulation space, mechanical rooms, and electrical rooms.

Border Police Brigade Headquarters - Number of Soldiers with Breakdown by Rank					
Department	Senior	High	Middle	Ordinary	Total

Brigade HQ	8	20	26	53	107
Company	0	5	5	13	23

2.11.1 DINING FACILITY AND STORAGE YARD

The Contractor shall design and construct a 400 m2 Dining Facility (DFAC) suitable for serving the entire population at one seating. This facility shall provide cafeteria-style feeding of short order and regular style meals. Spaces include dining areas and kitchen facilities outfitted with wood-burning, built-in stoves in accordance with local practice. Provide heating, water service, sewer service, and electrical service. The Contractor shall incorporate the following special features into the DFAC:

1) The wood-burning, built-in stoves shall have doors for adding wood and for removing ash on the outside of the building. The top of the stove shall be a durable metal surface, not ceramic or tile. Each shall have an exhaust stack to remove smoke to the outside environment.

2) Install a canopy over the exterior area adjacent to the stoves to provide an area protected from the weather for storing wood for the stoves. The canopy shall be sized to cover the area adjacent to all of the stoves.

3) The ventilation system shall be capable of preventing smoke generated by wood-burning stoves from migrating into the dining area.

4) Floor drains shall be incorporated into the dining area with the floor sloped to drain.

5) Trench type floor drains shall be installed in the kitchen cooking and dishwashing areas.

6) Hand wash stations in the entry vestibule shall be provided. Trough type sinks shall be used.

7) Install a large wash basin with a low rim height designed for washing very large pots.

8) The Contractor shall provide space and electrical outlets for future installation of refrigerators/freezers.

9) Fire protection is to be provided by fire extinguishers at easily accessible locations.

10) Install wood-burning stoves to provide heat throughout the dining area, complete with exhaust stacks to ventilate smoke to the outside environment.

11) The Contractor shall design and construct a storage yard for food and install facilities for the storage of both dry goods and refrigerated items.

2.11.2 BARRACKS

The Contractor shall design and construct barracks facilities based on the total population and the areas shown in the following table. In addition, provide barracks to support a female population equal to 5 percent of the total population or 3 persons, whichever is greater. Barracks for ordinary personnel shall be open bay. Barracks for middle, high ranking, senior and personnel shall be individual rooms. Enlisted Middle, High, Senior and Female Barracks may be conjoined but shall be segregated by walls and shall have separate entrance/exits. The Brigade Commander shall be provided with a bedroom and shower/toilet room next to his office in the Administration Building.

Net Sleeping Area per Soldier with Breakdown by Rank (NSM)			
Senior	High	Middle	Ordinary
17	13	8.4	6.7

The Contractor shall incorporate the following special features into the barracks:

1) Ceiling fans shall be designed for summer ventilation.

2) Clotheslines shall be installed behind each barracks, approximately 5m in length with 4 lines across spaced 410mm apart and of sufficient strength to prevent sagging when all of the lines are loaded.

3) Concrete stoops shall be provided at all exterior doors.

4) Wood-burning stoves shall be utilized for heating purposes. The wood-burning stoves shall be installed in accordance with local standards, complete with exhaust stacks to ventilate smoke to the outside environment.

5) Each barracks shall have a dedicated storage area sized to 0.5 SM per person assigned to the barracks.

2.11.3 LATRINE BUILDING

The Contractor shall design and construct latrine building to include a toilets, showers, and sinks. Toilets, showers, and sinks shall be provided at a 1:10 ratio and based upon the entire population. Allow 18.3 m2 per toilet and shower set. In addition, a separate shower and latrine facility shall be constructed for females and shall be conjoined with the female barracks. The Contractor shall incorporate the following special features into the building:

1) Electric unit heaters or electric cabinet heaters suitable for a wet environment shall be utilized to provide heat in the facility.

2) Electric hot water heaters shall be installed to provide hot water to the showers and sinks.

3) Shower stalls shall be large enough to allow room to dress and undress between an outer and inner shower curtain. Stalls shall be no less than 2 m x 1.5 m and shall have a solid door on the outside.

4) Showers shall contain a mixing valve for hot and cold water mixing. There shall be a fixed shower head nozzle attached directly to the pipe.

5) All toilets shall be eastern style with wall-mounted faucets. Urinals are not required.

6) All sinks shall be trough type constructed of block and concrete with ceramic tile exterior and lining capable of withstanding abuse.

7) The building shall be constructed with exhaust fans to ventilate steam to the outside environment and, where required, insulated piping to prevent freezing of water pipes in winter.

8) All water supply plumbing shall be exposed and galvanized.

9) Drainage for the entire facility, including showers shall be accomplished using a sloping floor leading to trench drains.

10) The facility shall be sited to minimize the distance from all barracks.

2.11.4 ADMINISTRATION BUILDING

The Contractor shall design and construct a single administrative facility for both the Brigade and Company staff organizations. The conference room, the holding cell, Brigade Command Center and Company Command Center shall also be located within this building. Space within the building shall be

organized to provide functionally separate facilities for the Brigade commander and staff, and the Company Commander and staff. The Company Commander will not be provided with living quarters adjacent to his office as will be provided for the Brigade Commander. Office space for the Company Commander will be allocated as a Senior Officer. Net square meters (NSM) as shown in the following tables shall be multiplied by a factor of 1.2 to convert to gross square meters. Gross square meters includes corridors, circulation space, mechanical rooms, and electrical rooms. Office space allocations shall be made according to the following table:

	Commander	Senior	High	Middle	Ordinary
Office Type	Private	Private	Semi-Private	Open Bay	None
NSM*/person	18.5	13.9	9.3	7	0

*NSM = net square meters

1) Only one Commander Office per building. In cases where the High Officer is the Commander, then use the Commander Office for space calculations.

2) The figures above are guidelines and can be tailored as necessary to facilitate design efficiencies.

3) No office space is required for the ordinary ranking personnel.

4) Conference rooms, file rooms, storage areas, restrooms, break areas, and other special spaces in the building do not count as part of the net square footage but shall need to be included in the building plans.

5) Near the Commander's office provide a conference room equipped with a large conference table and room for seating of 40 personnel.

6) Toilets and sinks in the restrooms shall be provided at a ratio of 1:20 based on the population having office space in the facility.

7) The total net square footage of the facility shall not exceed 20 NSM per person assigned.

8) Holding Cells. Provide one windowless room, 9.3 SM (100 square feet) in size. The holding cell shall have solid walls and a sliding steel door. The door shall have a pass-through slot for passing of food trays with a hinged cover lockable from the outside. Built into the bottom of the door shall be a 0.3m wide by 0.5m tall door for passing a bucket in and out with a hinged cover lockable from the outside. Next to the holding cell, install a 2.4m long bench securely bolted to the floor. Above the bench, install a steel bar for securing detainees by handcuffing them to the bar.

9) Brigade Command Center. Construct a 28 SM Brigade Command Center with a high security door. This room shall be located near the Brigade staff offices. In addition to standard electrical outlets in the room, provide a dedicated electrical circuit with 8 double receptacle electrical outlets in the appropriate locations to support the unit's assigned communications equipment. All telephone wiring (not in contract) shall originate and/or terminate in this room. Communications duct banks with pull wires installed linked to this room shall be designed and constructed to serve each building in the BP Brigade Headquarters compound, including the Company Command Center and the guard towers. Install a 50mm conduit passing from the Brigade Command Center to the roof of the building. The roof penetration shall have a weatherproof box on top and shall be flashed or patched as necessary to prevent water leakage. Split pack air conditioning, in addition to ceiling fans, shall be provided for the Brigade Command Center. The A/C shall be sized to accommodate 4 personnel with 4 computers and 6 radios.

10) Company Command Center. Construct a 28 SM Company Command Center with a high security door. This room shall be located near the Company staff offices. In addition to standard electrical outlets in the room, provide a dedicated electrical circuit with 8 two-receptacle electrical outlets to support the unit's assigned communication equipment. Install a 50mm (2") conduit passing from the Company

Command Center to the roof. The roof penetration shall have a weatherproof box on top and shall be flashed or patched as necessary to prevent water leakage. Split Pack Air Conditioning, in addition to ceiling fans, shall be provided for the Company Command Center. The A/C shall be sized to accommodate 4 personnel with 4 computers and 6 radios.

11) Weapons Storage Area: Provide a weapons storage area in the rear of this building. The area shall have three separate spaces with walls and a lockable door to each. This area shall provide room for storing 9 mortars, 9 RPGs, 8 machine guns, and 218 long-arm weapons. Provide wooden racks for storing long-arm weapons vertically. Provide storage within the facility for all Brigade and Company ammunition and ordinance. Racks shall not be furnished with locking bars. Provide an additional 18.6 SM (200 sf) room inside the arms room for secure storage of evidence and confiscated money or narcotics. This room shall have its own separate key. The facility shall be of solid reinforced concrete with no windows, high security door, explosion-proof lighting and conduit for future intrusion detection systems.

2.11.5 VEHICLE RE-FUELING POINT

The Contractor shall design and construct a vehicle re-fueling point, as specified in Section 01015, capable of storing 19,375 liters (5,000 gallons) of diesel and 3,785 liters (1,000 gallons) of MOGAS. The Contractor shall provide a full supply of fuel to the tanks at the time of turnover to the Government. The re-fueling point shall include a concrete containment curb, fuel dispensers, and a concrete pad.
The Contractor shall provide capability for fuel delivery from two locations – one from outside the wall surrounding the compound and one directly into the fuel tanks. The delivery point outside the compound wall shall be lockable and securable from tampering or sabotage.

2.11.6 MOTOR POOL

The Contractor shall design and construct a two bay vehicle maintenance shop with adjacent motor pool parking area. The vehicle maintenance shop shall be 142.5 m2 and shall include overhead roll-up doors at each end; a maintenance pit in one bay to allow under carriage maintenance; water hydrant, compressed air, electrical outlets, electric unit heaters, and lighting. The 750 m2 motor pool parking area shall be a paved asphalt lot with striping for 26 vehicles and 8 motorcycles.

2.11.7 GENERAL STORAGE

The Contractor shall design and construct a 140 SM warehouse facility to store supplies, uniforms, spare parts, and other materials. This may be incorporated into another facility within the compound.

2.12 SITE SPECIFIC REQUIREMENTS – UNIFORMED POLICE PROVINCIAL HEADQUARTERS

The work discussed in this paragraph and sub-paragraphs is site specific to the Uniform Police Provincial Headquarters and shall not apply to other sites. The work is in addition to general site work required in paragraphs 2.1 through 2.10.The populations discussed in this paragraph and sub paragraphs refer to the table Uniform Police Provincial Headquarters shown below. Net square meters (NSM) as shown in the following tables shall be multiplied by a factor of 1.2 to convert to gross square meters. Gross square meters includes corridors, circulation space, mechanical rooms, and electrical rooms.

Uniformed Police Provincial Headquarters - Number of Personnel with Breakdown by Rank					
	Senior	High	Middle	Ordinary	Total
Provincial Hq	10	7	8	9	34
Criminal Investigative Division	2	9	14	24	49

2.12.1 DINING FACILITY AND STORAGE YARD

The Contractor shall design and construct a 400 m2 Dining Facility (DFAC) suitable for serving the entire compound population at one seating. This facility shall provide cafeteria-style feeding of short order and regular style meals. Spaces include dining areas and kitchen facilities outfitted with wood-burning, built-in stoves in accordance with local practice. The Contractor shall incorporate the following special features into the DFAC:

1) The wood-burning, built-in stoves shall have doors for adding wood and for removing ash on the outside of the building. The top of the stove shall be a durable metal surface, not ceramic or tile. Each shall have an exhaust stack to remove smoke to the outside environment.

2) Install a canopy over the exterior area adjacent to the stoves to provide an area protected from the weather for storing wood for the stoves. The canopy shall be sized to cover the area adjacent to all of the stoves.

3) The ventilation system shall be capable of preventing smoke generated by wood-burning stoves from migrating into the dining area.

4) Floor drains shall be incorporated into the dining area with the floor sloped to drain.

5) Trench type floor drains shall be installed in the kitchen cooking and dishwashing areas.

6) Hand wash stations in the entry vestibule shall be provided. Trough type sinks shall be used.

7) Install a large wash basin with a low rim height designed for washing very large pots.

8) The Contractor shall provide space and electrical outlets for future installation of refrigerators/freezers.

9) Fire protection is to be provided by fire extinguishers at easily accessible locations.

10) Install wood-burning stoves to provide heat throughout the dining area, complete with exhaust stacks to ventilate smoke to the outside environment.

11) The Contractor shall design and construct a storage yard for food and install facilities for the storage of both dry goods and refrigerated items.

2.12.2 PROVINCIAL HEADQUARTERS BUILDING

The Contractor shall design and construct an administrative facility for the Uniformed Police Provincial Headquarters staff (not including CID personnel). The conference room, the holding cells, and the operations room shall also be located within this building. Office space allocations shall be made according to the following table:

Office Area per Person with Breakdown by Rank				
	Senior	High	Middle	Ordinary
Office Type	Private	Private	Open Bay	None
NSM*/person	13.9	9.3	7	0

*NSM = net square meters

The figures given above are guidelines and can be tailored as necessary to facilitate design efficiencies. File rooms, storage area, restrooms (male and female) and break areas are not included in the total areas and shall be considered. One of the Senior Offices shall be 23.2 nsm for the Provincial Commander.

Include the following in the headquarters building:

a. Storage area, conference rooms, restrooms and break areas are not included in the total areas and shall be considered. Toilets and sinks in the restroom(s) shall be provided at a ratio of 1:20 based on the population having office space in the facility. All latrines constructed in administration buildings shall have a lockable door to support female use.

b. Provide a conference room capable of seating all HQ building personnel, including a conference table.

c. Construct three windowless holding cells: two 9.3 sm (100 sf) cells and one 4.6 sm (50 sf) segregation cell. Each holding cell shall have solid walls and a sliding steel door. Steel cell doors shall have a pass-through slot with hinged & lockable cover for passing of food trays. Built into the bottom of each door shall be a 0.3m (1 foot) wide by 0.45 m (1.5 foot) tall hinged & lockable door for passing through a bucket.

d. Construct three sets of interrogation rooms, each set consisting of two 3m (10 feet) by 3m rooms separated by a one-way mirror. In the room on the mirror side, on the wall opposite the mirror, install a 2.4m long bench securely bolted to the floor. Above the bench, install a steel bar for securing detainees by handcuffing them around the bar. A minimum of 2 rooms shall be wired to support audio and video recording equipment.

e. Provincial Coordination Center. Construct a 28 SM Provincial Control Center with a high security door. This room shall be located near the Provincial Commander's office. In addition to standard electrical outlets in the room, provide a dedicated electrical circuit with 8 double receptacle electrical outlets in the appropriate locations to support the unit's assigned communications equipment. All telephone wiring (not in contract) shall originate and/or terminate in this room. Communications duct banks with pull wires installed linked to this room shall be designed and constructed to serve each building in the Uniformed Police Provincial Headquarters compound (including CID facilities), and the guard towers. Install a 50mm conduit passing from the Provincial Coordination Center to the roof of the building. The roof penetration shall have a weatherproof box on top and shall be flashed or patched as necessary to prevent water leakage. Split pack air conditioning, in addition to ceiling fans, shall be provided for the Provincial Coordination Center. The air conditioning unit shall be sized to accommodate 4 personnel with 4 computers and 6 radios.

f. A weapons storage room shall be provided that shall be windowless and have high-security doors. It shall ideally be placed on the ground floor. The size of this section shall be large enough to securely store long-arm weapons for each person in the compound. Provide wooden racks for storing long-arm weapons vertically. Racks shall not be furnished with locking bars. Provide storage within the facility for all ammunition required for the compound. Provide an additional 18.6 SM (200 sf) room inside the arms room for secure storage of evidence and confiscated money or narcotics. This room shall have its own separate key. The facility shall be of solid reinforced concrete with no windows, high security door, and explosion-proof lighting.

2.12.3 LOGISTICS SUPPLY POINT

Design and construct a 427.5 m2 Logistics Supply point serve to supply the Provincial Commands, District Commands and defined Border Police, Highway Police and Standby Police units in their sphere of responsibility. The contractor shall provide a facility with two drive through bays, each with a work area, overhead doors (5mx4m) at both ends of each bay, a small maintenance shop for the maintenance of weapons and communications equipment, storage, an office and a tool storage area. It is preferable that this building be free standing and not attached to any other structure. In addition, this facility shall include an approximate 371sm warehouse area providing storage capacity to temporarily store uniforms, weapons, and other equipment prior to distribution. Provide a 16 SM space for securing valuable and easily pilferable items.

a. The office shall have a ceiling fan.

b. Design and install one welding exhaust system and one vehicle exhaust system with two hose reels.

c. Include a battery storage/maintenance room in the facility.

d. Provide two bollards at each vehicle door.

e. The contractor shall also provide a 25 SM minimum POL storage building.

2.12.4 CLINIC

The contractor shall design and construct a 150 m2 clinic to include a waiting area, lab, two procedure/exam rooms, an administrative office, and a bathroom. All rooms shall have operable windows and shall include electric unit heaters, electrical outlets, and lighting. The waiting area shall be 30 m2. The lab shall be 30 m2 and shall include base and wall cabinets along two walls; a double bowl stainless steel sink with water and sewer service; and a floor drain in center of the room. Each procedure/exam room shall be 15 m2 and shall include a wall mounted stainless steel sink with water and sewer service. The administrative office shall be 45 m2 and shall be partitioned into a 15m2 reception area, a 15 m2 doctor office, and a 15 m2 storage room. The bathroom shall be 15m2 and shall include an eastern style toilet, lavatory sink, mirror, toilet paper dispenser, and paper towel dispenser. Provide split-pack air conditioning in all rooms.

2.12.5 VEHICLE RE-FUELING POINT

The Contractor shall design and construct a low profile vehicle re-fueling point, as specified in Section 01015, capable of storing 19,375 liters (5,000 gallons) of diesel and 3,785 liters (1,000 gallons) of MOGAS. It shall be located as near as practicable to the Generator fuel storage facility. The Contractor shall provide a full supply of fuel to the tanks at the time of turnover to the Government. The Contractor shall provide capability for fuel delivery from two locations – one from outside the wall surrounding the compound and one directly into the fuel tanks. The delivery point outside the compound wall shall be lockable and securable from tampering or sabotage.

2.12.6 PARKING AREA

The Contractor shall design and construct a 1000 m2 concrete parking area. Provide striping for 40 vehicles.

2.12.7 CID ADMINISTRATION BUILDING

This facility shall contain office space for the CID staff. An Operations Center and Conference Room shall also be provided within this building. Office space allocations shall be according to the following tables:

Rank	Office Type	SF
Senior rank	Private	NSM
High rank	Semi-private	13.9
Middle rank	Open bay	9.3
Ordinary rank	Open bay	7

The offices within each department shall be kept separate from other departments. There is no special requirement to segregate the middle ranks from the lower ranks in open office areas within a department. The figures given below are guidelines and can be tailored as necessary to facilitate design efficiencies.

Personnel assigned per department	**SR**	**High**	**Mid**	**Low**	**Total (%)**
Staff Office	0	0	1	0	1 (1)
Special Crime Unit (Deputy Chief)	1	2	4	7	14 (30)
General Crime	1	2	3	6	12 (24)
Central Duties	0	1	0	0	1 (1)

-CID Watch	0	2	4	8	14 (31)
-Crime Scene/Forensics	0	1	1	3	5 (9)
Crime Analysis	0	1	1	0	2 (4)
Total	2	9	14	24	49 (100)

SF of office space per department	**SR**	**High**	**Mid**	**Low**	**Total**
Staff Office	0	0	7	0	7
Special Crime Unit (Deputy Chief)	13.9	18.6	28	32.2	92.7
General Crime	13.9	18.6	21	27.6	81.1
Central Duties	0	9.3	0	0	9.3
-CID Watch	0	18.6	28	36.8	83.4
-Crime Scene/Forensics	0	9.3	7	13.8	30.1
Crime Analysis	0	9.3	7	0	16.3
Total	27.8	83.7	98	110.4	319.9

File rooms, storage area, restrooms and break areas are not included in the total areas and shall be considered. Toilets and sinks in the restroom(s) shall be provided at a ratio of 1:20 based on the population having office space in the facility.

The CID Administration Building has the following additional requirements:

a. Construct three windowless holding cells: two 9.3 sm (100 sf) cells and one 4.6 sm (50 sf) segregation cell. Each holding cell shall have solid walls and a sliding steel door. Steel cell doors shall have a pass-through slot with hinged & lockable cover for passing of food trays. Built into the bottom of each door shall be a 0.3m (1 foot) wide by 0.45 m (1.5 foot) tall hinged & lockable door for passing through a bucket.

b. In the holding cells, install a bench along the wall opposite the door, securely bolted to the floor. Install a steel bar above the bench, securely mounted to the wall, for securing detainees by handcuffing them to the bar.

c. Construct three sets of interrogation rooms, each set consisting of two 3m (10 feet) by 3m rooms separated by a one-way mirror. In the room on the mirror side, on the wall opposite the mirror, install a 2.4m long bench securely bolted to the floor. Above the bench, install a steel bar for securing detainees by handcuffing them around the bar. A minimum of 2 rooms shall be wired to support audio and video recording equipment.

d. Construct a processing room large enough to process detainees to include fingerprinting, photographing, collecting, logging, filing, and storing personal items.

e. Construct a 93 sm (1000 sf) evidence storage room capable of securely storing evidence collected from crime scenes, as well as confiscated weapons, drugs, money, and other valuables. The room shall be on the ground floor, be windowless, and have high security locks and doors. The room shall have shelving to efficiently store large amounts of individual items of varying sizes. Provide a 9.3 sm (100 sf) vault within the room for storing weapons, money, and narcotics.

f. Construct a Evidence Examination Department, with office and work space for 7 personnel and the following features:

1. Evidence drying room with ventilation capable of achieving a minimum of 12 air changes per hour with direct exhaust to the building exterior.

2. Bulk chemical and clandestine lab evidence storage rooms with exhaust system to expel both heavier and lighter-than-air vapors. Room shall be fitted with explosion-proof electrical fixtures, blowout panels, and chemical spill containment.

3. Sufficient shelving for storage of references, manuals and equipment.

4. Double sink.

5. Eyewash station.

g. CID Operations and Communications Room. The CID Operations and Communications section coordinates actions during CID police situations and serves as the duty watch area. This section shall be provided with a high-security door. This area, including office space, should be large enough to accommodate the 14-person watch teams and have security measures capable of storing sensitive information. Within the area provided for the Operations and Communications Section, construct a 4 sm communications room. In addition to standard electrical outlets in the room, provide a dedicated electrical circuit with 8 two-receptacle electrical outlets to support the assigned communication equipment. This room should be located within the CID administration building and close to the main offices. Split pack air conditioning, in addition to ceiling fans, shall be provided for the Communications Room. The air conditioning unit shall be sized to accommodate 4 personnel with 4 computers and 6 radios. Install a 2" conduit passing from the Communications Room to the Roof. Provide weatherproof box on roof to prevent weather from entering building.

h. The CID Conference room shall be large enough for briefings to all CID personnel.

2.12.8 BARRACKS

The Contractor shall design and construct barracks facilities based on the total population and the areas shown in the following table. In addition, provide barracks to support a female population equal to 5 percent of the total population or 3 persons, whichever is greater. Barracks for ordinary personnel shall be open bay. Barracks for middle, high ranking, senior and personnel shall be individual rooms. Enlisted Middle, High, Senior and Female Barracks may be conjoined but shall be segregated by walls and shall have separate entrance/exits. The Brigade Commander shall be provided with a bedroom and shower/toilet room next to his office in the Administration Building.

Net Sleeping Area per Soldier with Breakdown by Rank (NSM)			
Senior	High	Middle	Ordinary
17	13	8.4	6.7

The Contractor shall incorporate the following special features into the barracks:

1) Ceiling fans shall be designed for summer ventilation.

2) Clotheslines shall be installed behind each barracks, approximately 5m in length with 4 lines across spaced 410mm apart and of sufficient strength to prevent sagging when all of the lines are loaded.

3) Concrete stoops shall be provided at all exterior doors.

4) Wood-burning stoves shall be utilized for heating purposes. The wood-burning stoves shall be installed in accordance with local standards, complete with exhaust stacks to ventilate smoke to the outside environment.

6) Each barracks shall have a dedicated storage area sized to 0.5 SM per person assigned to the barracks.

2.12.9 LATRINE BUILDING

The Contractor shall design and construct latrine building to include a toilets, showers, and sinks. Toilets, showers, and sinks shall be provided at a 1:10 ratio and based upon the entire population. Allow 18.3 m2

per toilet and shower set. In addition, a separate shower and latrine facility shall be constructed for females and shall be conjoined with the female barracks. The Contractor shall incorporate the following special features into the building:

1) Electric unit heaters or electric cabinet heaters suitable for a wet environment shall be utilized to provide heat in the facility.

2) Electric hot water heaters shall be installed to provide hot water to the showers and sinks.

3) Shower stalls shall be large enough to allow room to dress and undress between an outer and inner shower curtain. Stalls shall be no less than 2 m x 1.5 m and shall have a solid door on the outside.

4) Showers shall contain a mixing valve for hot and cold water mixing. There shall be a fixed shower head nozzle attached directly to the pipe.

5) All toilets shall be eastern style with wall-mounted faucets. Urinals are not required.

6) All sinks shall be trough type constructed of block and concrete with ceramic tile exterior and lining capable of withstanding abuse.

7) The building shall be constructed with exhaust fans to ventilate steam to the outside environment and, where required, insulated piping to prevent freezing of water pipes in winter.

8) All water supply plumbing shall be exposed and galvanized.

9) Drainage for the entire facility, including showers shall be accomplished using a sloping floor leading to trench drains.

10) The facility shall be sited to minimize the distance from all barracks.

3. SUBMITTAL SCHEDULE

Description	Required by Specification Section:	Due by:
Charrette	01010, 2.2	Scheduled by Government within two weeks of NTP
Concept design submittal (35%)	01010, 2.2; 1335, 3.9.1	30 days after NTP
Master Plan	01010, 2.2	30 days after NTP
Preliminary design submittal (65%)	01335, 3.9.2	30 days after receipt of Government Concept 35% review comments
Final design submittal (99%)	01335, 3.9.3	15 days after receipt of Government Concept 35% review comments
100% design submittal	01335, 3.9.4	7 days after receipt of Government 99% final design review comments
Design concept coordination meeting	01335, 3.1.1	monthly
Conference minutes	01335, 3.7.1	Within 7 days of each conference
Correction of design discrepancies	01335, 3.7.5	Within 3 days of observance
Contractor information	01312, 1.6.1.1	Within 14 days of receipt of QCS software from the Government
Subcontractor administrative data	01312, 1.6.1.2	Within 14 days of receipt of QCS software from the Government
Initial project schedule submission	01321, 3.3.1	Within 7 days of notice to proceed
Updated project schedule	01321, 3.4.1	Within 4 days of Bi-weekly progress meeting
Form 4288 identifying items requiring formal submittal	01335, 3.2.2	Within 14 days of notice to proceed
Quality Control Plan	01451A, 3.2	Within 14 days of notice to proceed
Daily CQC report	01451A, 3.9	daily
Quality control plan coordination meeting	01451A, 3.3	Before construction start
Accident Prevention Plan	01525, 1.8	7 days prior to date of preconstruction conference
Activity Hazard Analysis	01525, 1.9	7 days before start of each construction phase
AS-Built Documents		Upon Completion

Note: The contractor shall provide separate submittal sets for each of the construction sites described in this contract. The Border Police Brigade Headquarters and the Uniformed Police Provincial Headquarters in Zaranj shall be consider a single construction site for the purpose of submittal preparation.

END OF SECTION

SECTION 01015

TECHNICAL REQUIREMENTS

1. GENERAL

1.1 The Contractor's design and construction must comply with technical requirements contained herein. All requirements set forth in Section 01010, Scope of Work, but not included in the Technical Requirements, shall be considered as set forth in both, and vice versa. 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. Life expectation for this facility is for twenty-five (25) years. Material and methods used for this project must meet this design requirement. All requirements set forth in the Technical Requirements, but not included in the Scope of Work shall be considered as set forth in both, and vice versa. Any time two or more statements in RFP, codes, or standards are in conflict; the most stringent shall apply.

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 U.S. UXO, the Contractor shall immediately stop work in the area and either safely remove the item or notify the Contracting Officer.

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

1.4.1.2 Explosives Safety

1.4.1.2.1 General Safety Considerations

General safety considerations applicable to personnel, both essential and non-essential, at project sites where UXO may be encountered include:

a. Do not carry fire or spark-producing devices.
b. Do not conduct explosive or explosive-related operations without approved procedures and proper supervision and UXO safety support.
c. Do not become careless by reason of familiarity with UXO or the reported probability level of UXO contamination.
d. Do not conduct explosive or potentially explosive operations during inclement weather.
e. Avoid contact with UXO except during UXO clearance operations.
f. Conduct UXO-related operations during daylight hours only.
g. Employ the "buddy system" at all times.

1.4.1.2.2 Activity Hazard Analysis (AHA) Briefings

a. Activity Hazard Analysis's shall be prepared in accordance with the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.
b. Hazard analyses will be prepared and briefed by personnel that are knowledgeable in UXO and explosives safety standards and requirements. These personnel should understand the specific operational requirement and hazard analysis methodologies. A hazard analysis will be performed for each activity to determine the significance of any potential explosive-related hazards. Explosive residues may be discovered or exposed during UXO operations in the form of powder or various granular and powder based pellets. These contaminants can enter the body through the skin or by ingestion if proper personal hygiene practices are not followed. Explosive fillers such as white phosphorus are dangerously reactive in air and acute exposure can result in serious injury to the skin, eyes, and mucous membranes. They are also a fire hazard.

Safety requirements (or alternatives) that will either eliminate the identified hazards, mitigate or control them to reduce the associated risks to an acceptable level will be developed. The adequacy of the operational and support procedures that will be implemented to eliminate, control, or abate identified hazards or risks will then be evaluated and a second risk assessment completed to verify that a satisfactory safety level has been achieved.

1.4.1.3 Notification of Noncompliance

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim for extension of time or for

excess costs or damages.

1.5 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 outside the construction area are known to contain mines and unexploded ordnance (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.

1.8 LIST OF CODES AND TECHNICAL CRITERIA

The following codes and technical criteria and those referenced therein shall be required for this project. ***References within each reference below shall be required and adhered to.*** This list is not exhaustive and is not necessarily complete.

AABC - Associated Air Balance Council (National Standards for total System Balance)
American Water Works Association, ANSI/AWWA C651-99 standard
ARI - Air Conditioning and Refrigeration Institute
Army TM 5-853-1, Security Engineering, vols. 1 through 4, 12 May 1994
ASCE 7-02, Minimum Design Loads for Buildings and Other Structures, 2002
ASHRAE - American Society of Heating, Refrigeration and Air-Conditioning Engineers
ASME - American Society for Mechanical Engineering
ASTM - American Society for Testing and Materials
AWS - American Welding Society
EIA ANSI/TIA/EIA-607: (1994) Commercial Building Grounding/Bonding Requirement Standard.
IBC - International Building Code (and its referenced codes including those inset below) latest edition
IMC – International Mechanical Code latest edition
IPC – International Plumbing Code latest edition
Lighting Handbook, IESNA, latest edition
Codes and Standards of the National Fire Protection Association (NFPA)
  NFPA 10, Portable Fire Extinguishers, 2002 edition
  NFPA 70, National Electrical Code, 2002 edition
  NFPA 72, National Fire Alarm Code, 2005 edition
  NFPA 90A, Air Conditioning and Ventilating Systems, 2002 edition
  NFPA 101, Life Safety Code, 2003 edition
SMACNA - Sheet Metal and Air Conditioning Contractors' National Association
International Mine Action Standards, latest edition; see http://www.mineactionstandards.org for copy of standards.
UFC 1-200-01, Design: General Building Requirements, 31 July 2002
UFC 3-240-03, Operation and Maintenance: Wastewater Treatment System Augmenting Handbook

The publications to be taken into consideration shall be those of the most recent editions. Standards other than those mentioned above may be accepted if the standards chosen are internationally recognized and meet the minimum requirements of the specified standards. The Contractor shall be prepared to submit proof of this if requested by the Contracting Officer.

2. SITE DEVELOPMENT:

The project includes furnishing all materials, equipment and labor for constructing water, sanitary sewer and storm sewer service lines, as applicable, and connecting to the existing sewer networks.

2.1 GEOTECHNICAL, FOUNDATIONS AND SURVEY

2.1.1 The foundations shall be constructed by using reinforced concrete materials. The foundations shall be strip footing type for continuous walls and spread type for individual column footings and shall be reinforced as required per design. Minimum strip footing depth shall be 80cm to meet frost requirement. The allowable bearing pressure shall be determined by the Contractor and be put in accordance with the Contractor's Geotechnical Investigation.

2.1.2 Site Specific Information.

Site specific geotechnical information necessary to design and construct the foundations, pavements and other geotechnically related items contained in this project shall be the contractor's responsibility. The contractor shall determine all necessary geotechnical conditions by appropriate field and laboratory investigations and supporting calculations. Minimum soil compaction shall be 95 percent of maximum density as defined in ASTM D 1557.

2.1.3 Geotechnical Report.

Geotechnical report shall contain field exploration and testing results, laboratory testing results, evaluations, recommendations, calculations and descriptive supporting text. Information in the report shall include, but not limited to: existing geotechnical (e.g. surface and subsurface) conditions, location of subsurface exploration logs, exploration point, foundations selected, bearing capacity, 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.

2.1.4 Geotechnical Qualifications.

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

2.1.5 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 of the geotechnical firm and shall be submitted with the final design.

2.1.6 **OMITTED**

2.1.7 **SURVEY AND MAPPING**

2.1.7.1 General Work to be performed - Conduct topographic survey, mapping and documentation of the project site to include surface physical features, buildings, existing utilities, hydrological, geological, botanical or other physical conditions that could impact design. Topographic survey data shall include horizontal and vertical (H&V) controls. The limits of the survey shall be 10 meter outside of the

anticipated graded area and 15 meter wide along utility lines to be replaced. The contractor shall obtain the original survey map prepared prior to construction and incorporate the new survey data for all new facilities.

2.1.7.2 For Horizontal and Vertical Control, the surveyor shall use established monuments, if available. If monuments have been destroyed or do not exist, the mapping shall be based on WGS84 geodetic system and converted to UTM coordinates. All site plans and master plans shall be drawn in the following projection and datum for incorporation into the U.S. Army Corps of Engineers GIS system: WGS 1984 UTM Zone 42 N. The horizontal and vertical control established on site shall be a closed loop with third order accuracy and procedures.

2.1.7.3 All of the existing control points used at the site shall be plotted at the appropriate coordinate point and shall be identified by name or number, and adjusted elevations.

2.1.7.4 Demolition shall include removal of all structures, foundations, pavements, and utilities, and clear and grubbing. All refuse and debris shall be disposed of off site. Holes and depressions shall be backfilled.

2.2 ENVIRONMENTAL PROTECTION

2.2.1 Applicable Regulations

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

2.2.2 Notification

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

2.2.3 Spillages

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

2.2.4 Disposal

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

2.3 CIVIL SITE DEVELOPMENT

2.3.1 Site Plan

The contractor shall locate the facilities in general agreement with the drawings included and any requirements in the Scope of Work 01010. All buildings, roads, parking areas, entry control points, guard towers, fence, utility structures, and other site features shall be clearly defined and dimensioned on the site plan. Buildings shall be located to provide access for emergency vehicles and fire fighting. Roads and parking areas shall be designed for turning radius of the largest vehicle entering the compound.

2.3.2 Demolition

Demolition shall include removal of all structures, foundations, pavements, and utilities, and clear and grubbing. All refuse and debris shall be disposed of off site. Holes and depressions shall be backfilled. Fill materials shall be composed of satisfactory soils or aggregates defined in ASTM D 2487 as GW, GP, GM, SP, SM, SW, CL-ML. Minimum soil compaction shall be 95 percent of maximum density as defined in ASTM D 1557.

2.3.3 Grading and Drainage

The contractor will provide all necessary site grading to insure adequate drainage so that no areas will be flooded due to a rainfall of a 10-year frequency. Drainage of the area should be compatible with the existing terrain. Building floor elevations shall be a minimum 150 mm above grade and slope away from the building on all sides at a minimum of 2%.for 7 meters.

2.3.4 Paving

2.3.4.1 Roads

Paved roads are required within the compound. All roads shall be of wearing surface 7.3 meters (24 feet) wide, unless otherwise noted, graded for proper drainage, provided with necessary drainage structures and completed with prescribed surfaces in accordance with applicable sections of TM 5-822-2 and TM 5-822-5 standards. The compound roads sections shall have 200 mm (8 inch) compacted base course minimum and shall be surfaced with minimum 50 mm (2 inch) hot mix asphaltic concrete, unless otherwise noted. Contractor shall notify the Contracting Officer immediately if initial site survey determines that area hydrology requires major drainage structures or bridges.

2.3.4.2 Bridges and Site Grading Plan

Preliminary investigation indicates no need for bridges or major drainage structures. The Contractor shall notify the Contracting Officer immediately if initial site survey determines that area hydrology requires major drainage structures or bridges. The contractor shall design a site grading plan that provides positive drainage and minimizes the requirement for major structures in a cost effective manner. Drainage shall be designed for a 10 year storm frequency.

2.3.4.3 Parking Areas and Motor Pools

Contractor shall construct parking and storage areas using aggregate surface. Subgrade shall be 150mm (6 inches) minimum in depth scarified and compacted to 95% proctor density. Aggregate surfacing shall be 150mm (6 inches). Aggregate surfacing material must be well graded, durable aggregate uniformly moistened and mechanically stabilized by compaction. Degree of compaction shall be expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557or equivalent DIN, BS, or EN standards. A 3 meter wide 200 mm thick concrete apron shall be provided for the entrance and exit to the motor pool garage building. The concrete joint spacing shall not exceed 4.0 M. The length to width ratio shall not exceed 1.25% with out reinforcement. Reinforcement shall be 8mm 300mm on center each way. The concrete strength to support vehicles shall be a minimum of 316 kg/sq. cm (4500 PSI), 28-day break, by the test procedure presented in ASTM C 31M.

2.3.4.4 Sidewalks shall be provided to connect parking areas with buildings and adjoining buildings where foot traffic is anticipated. Sidewalks shall be constructed of Portland cement concrete and be at least 1.5 meters wide and 100 mm thick. Sidewalk used subject to vehicular traffic shall be 150mm thick. The sidewalk concrete strength shall be 210 kg/sq cm (2890 psi) as stated in paragraph 4.12.

2.3.5 Masonry/Stone Compound Walls

2.3.5.1 Exterior Compound Wall

Exterior compound security walls shall be constructed as a multi-wythe, reinforced concrete masonry unit wall structure with an exterior stucco finish on both sides, or a single wythe, reinforced masonry unit wall with a native stone veneer anchored to the masonry unit core. The minimum wall thickness specified in section 01010 shall be measured as the total thickness of the concrete masonry unit wythes without the stucco finish, or at the spot of the least cross sectional thickness of the masonry and stone veneer wall. The thickness of the single wythe masonry core of the masonry/stone wall shall be determined based on the structural load requirements as to dead, live, wind and seismic loads to be resisted by the wall. The wall shall be coped with either a stone coping or a pre-cast concrete coping, with a smooth dense finish. Copings shall be cast sloped to drain water away. Stone for the veneer or coping shall be either limestone, sandstone or granite. Coping shall be installed in a full mortar bed.

The masonry or masonry/stone veneer compound wall shall designed to meet the seismic building code. Materials shall meet the structural strength standards in the Structural section of this specification. As a minimum the wall shall have steel reinforcing bars spaced at a maximum spacing of 0.609m (24 inches) vertically and 1.219m (48 inches) horizontally. As a minimum all cells containing reinforcing bars shall be grouted.

Storage of masonry materials shall be in a dry place or materials shall be covered with a plastic protective layer. Cover open walls each day to keep them protected and dry. Concrete masonry units (CMU) shall be 100 mm, 200mm or 300mm wide x 400mm long x 200mm high as required to achieve the required wall thickness set in Section 01010 and meet the structural requirements set below. The surface shall be free of chips, cracks, or other imperfections that would detract from the overall appearance of the finished wall. Defective concrete masonry units or mortar shall be rejected. Concrete masonry units shall be installed in running bond level and plumb. Mortar shall meet the requirements of ASTM C 270, Type S. Mortar joints shall be 10mm on all sides between CMU. Joints shall be struck with a concave tool to provide a smooth recessed curved surface on exposed masonry walls and struck flush cut on surfaces which will have a stucco or stone veneer finish applied. Grout shall conform to ASTM C 476 or C 94. Bond multi-wythe concrete masonry units together with 5mm thick, wire rectangular wall ties. Stone veneer shall be anchored to the inner concrete masonry wythe with masonry anchors. Horizontal joint reinforcement shall be installed at 400mm on center.

2.3.5.2 Gates

The gates shall be either hinged or sliding type. Hinged gates shall be a pair of 2m wide x 3m high leafs, constructed of a steel tube frame and steel tube intermediate posts and rails. Each leaf framework shall have a min. 16 gage steel plate attached to it. The design of the gates shall insure that it is dimensionally stable, square, true and planar. Gate leafs shall not rack or deflect when install on its hinges. Gates shall have a sufficient number of hinges, anchor mounted to the exterior masonry walls, to support each gate leaf. Provide a locking mechanism that holds the gates together when in the closed position as well as a drop bolt that engages a steel sleeve embedded in the pavement. Sliding gates shall have a concrete slab for the bottom roller to run on.

2.3.5.3 Reinforced Barber Tape

Reinforced barbed tape shall be 600 mm diameter concertina style coil consisting of 31 loops. Each loop shall consist of 19 barb clusters per loop. Adjacent coils loops shall be alternately clipped together at three points about the circumference to produce the concertina effect upon deployment. Spacing between attachments points when deployed shall be 400 mm. The reinforced barbed tape shall be fabricated from 430 series stainless steel with a hardness range of Rockwell (30N) 37-45 conforming to the requirements of ASTM A 176. Each barb shall be a minimum of 30.5 mm (1.2 inch) in length, in groups of 4, spaced on 102 mm (4 inch) centers. The stainless steel core wire shall have a 2.5 mm (0.098 inch) diameter with a minimum tensile strength of 895 MPa. Sixteen gauge stainless steel twistable wire ties shall be used for attaching the barbed tape to the barbed wire. The reinforced barbed tape shall be equivalent to NSN: 5660-01-457-9852.

2.3.5.4 Outriggers

Outrigger supporting arms shall be “Y” shaped with post securely embedded into the top of the wall. Posts shall conform to ASTM F 1083, Pipe, Steel, Hot Dipped Zinc Coated (Galvanized) Welded. Provide 3 strands barbed wire tape.

2.3.5.5 Vehicle Barriers

Active vehicle barriers shall be wedge pop-up type mechanical barriers. The barrier shall be capable of stopping a 6810 kg vehicle moving at 80 kph. Barrier shall be the product of a manufacture regularly engaged in the manufacture vehicle barrier of similar type and size.

2.3.6 CIVIL UTILITIES

2.3.6.1 General

The design of the water and sanitary systems shall be sized to provide flow and discharge based on a fixture unit basis. The design drawings shall show all utility lines, line sizes, valves, manholes, disinfection systems, and applicable details associated with water and sanitary system designs. Specifications covering water lines, valves, pumps, controls, sanitary sewers and storm sewers shall be submitted as part of the design and shall require standard materials that are available in-country. Contractor shall install and connect exterior sanitary sewer collection and water supply piping to service connection points of each facility.

2.3.6.2 WATER

2.3.6.2.1 General

Infrastructure design and construction shall serve the demand. The Contractor shall install water distribution mains, branches, laterals, lines and service connections to include all pipe, valves, fittings and appurtenances. Exterior water line construction shall include service to all buildings as described in the Scope of Work Section 01010. In the event potable or non-potable use water is required prior to completion of the water facilities infrastructure the Contractor may be issued a Request for Proposal to provide non-potable (tank truck) and potable (bottled or other reliable source) consumption. Provide a minimum of one (1) outside water hydrant (hose spigot) the administration building, dinning facility, toilet, shower, sink and laundry building and motor pool.

2.3.6.2.2 Water Quality Sampling and Analysis

The Contractor shall perform water quality sampling and testing at the source. The Contractor shall utilize well-qualified and equipped testing capability in the project site area, if available. If professional testing services are not available in the area, the Contractor will submit an alternative practical testing source for approval. Raw water quality criteria for Water Quality and Criteria Standards, and shall address the following: PH, turbidity, conductivity, oxidation reduction potential, total dissolved solids, color, odor, total coliform/fecal coliform (bacteria) an indicator of the presence of E. coli. These baseline parameters are a partial list as presented in TM5-813-3/AFM 88-10.

2.3.6.2.3 Water Well

The contractor shall design and construct water well(s) to provide sufficient supply for the facility. Well shall be capable of supply required demand as stated in Section 01010. Well construction shall be in accordance with AWWA A100 Water Wells.

2.3.6.2.4 Well House

Construct a permanent well house with concrete slab floor at existing well. The floor of the well house shall slope away from the casing approximately 2 cm per 30 cm (1/8” per foot). Floor of well house shall be above flood plain and 150 mm above exterior grade. The well house design should be such that the well pump, water tank, motor and drop pipe could be removed readily. The well house shall protect valves

and pumping equipment plus provide freeze protection for the pump discharge piping beyond the check valve. The well house shall be insulated and a heating unit installed. The well shall be protected from unauthorized use by a security fence with lockable gate. Provide outriggers, barbed wire and concertina wire on fence and gate.

2.3.6.2.5 Raw Water Disinfection

Contractor shall perform disinfection of the well water in accordance with AWWA A 100 or equivalent. Bacteriological samples shall be collected and examined in accordance with Standard Methods for the Examination of Water and Wastewater by a qualified lab as approved by the Contracting Officer.

2.3.6.2.6 Water Storage Tank

Contractor shall provide a water storage tank that has sufficient capacity to support the new development. Booster pumps will be provided as required. Total volume of the tank(s) shall be as required in Section 01010. The Contractor shall verify storage volume requirements based on final design population. Water storage tanks shall be located in heated building to prevent freezing.

2.3.6.2.7 Disinfection & Chlorination System

Use hypochlorite compounds for disinfection. A hypo-chlorinator shall be used to feed a sodium hypochlorite solution of 5-15% available chlorine into the system. Hypochlorite compound may be a liquid or solid form. The hypo chlorination system shall consist of a chemical solution tank for hypochlorite, diaphragm-type pump, power supply, water pump, pressure switch and storage tank (optional hydro-pneumatic/storage). The pump shall feed a hypochlorite solution in proportion to the water demand. The hypo-chlorinator shall have a pumping rate, liters per day (lpd) (gallons per day (gpd)) adequate to deliver 5 percent (%) available hypochlorite solution adjustable to the quantity of water being produced from the source. Dosage rate will vary somewhat depending on actual pump production rate and available residual chlorine in the system. Contractor shall determine the required dosage rate milligrams per liter (mg/l) to maintain the required chlorine residual (usually 0.2-0.4mg/l) in the distribution system. Chlorine solution tank shall be large enough to hold a three days supply of hypochlorite solution. A fresh solution shall be prepared every two or three days because the solution may lose its strength over time and this will affect the actual chlorine feed rate. The hypochlorite shall be stored in a cool dry place. Sodium hypochlorite can lose from two to four percent of its available chlorine content per month at room temperature. Contractor shall verify required minimum residual chlorine in accordance with local requirements verified and approved by the Contracting Officer. The chlorination system shall have the capability for manually adjusting the dosage rate and be installed in such a manner that the system can be easily disconnected and bypassed in the event of health safety or routine maintenance and repair. Disinfection of water mains shall be in accordance with AWWA standard C651-86 and disinfection of storage facilities in accordance with AWWA standard C652

2.3.6.2.8 Chlorine Shelter

Contractor shall furnish a shelter as per chlorine manufacturer's installation requirements. The Contractor shall provide manufacturers catalog information and shop drawing to the Contracting Officer for approval.

2.3.6.3 WATER DISTRIBUTION SYSTEM

2.3.6.3.1 General

The Contractor shall provide a water distribution system described as follows: Pipe diameters used in the network shall be 150mm (6 inch), 100mm (4 inch) and 50 mm as calculated, using ductile iron (DI) conforming to AWWA C151, installed in accordance with C 600 or polyvinyl chloride (PVC) as per ASTM D 1784 and 1785. All pipes and joints shall be capable of at least of 690kPa (75psi) test pressure unless otherwise specified. Pipes should be adequate to carry the maximum quantity of water at acceptable velocities 0.9 to 1.5m/sec (3 to 5 ft/sec) at maximum flows not to exceed 2.8m/sec (9.2ft/sec) with

working pressures of 240kPa (35psi) to 350kPa (50psi). Minimum pressure is 140kPa (20psi) to all points of the distribution system and maximum pressure of 690kPa (75psi). Water service connections to buildings shall vary from 19mm, 25mm or 38mm to 75mm, as calculated, depending on the usage requirement. Pipe service connections from the distribution main to the building shall be either Polyvinyl Chloride (PVC) plastic Schedule 80 ASTM D 1785 or copper tubing conforming to ASTM B 88M, Type K, annealed. After choosing piping material type, use similar piping materials for all buildings for efficiency of future maintenance activities. The distribution network shall be laid out in a combination grid and looped pattern with dead ends not exceeding 30m (99 feet). Dead end sections shall not be less than 150mm (6 inch) diameter and shall have blow off installed for periodic flushing of the line. Water supply distribution shall connect to the building service at a point approximately 1.5m (5 feet) outside the building or structure to which the service is required to have a shutoff valve shall be installed. Adequate cover must be provided for frost protection. A minimum cover of 800mm (2'-8") is required to protect the water distribution system against freezing. Water lines less than 1.0 meters (3.1 feet) deep under road crossings shall have a reinforced concrete cover of at least 150 mm (6 inch) thickness around the pipe.

2.3.6.3.2 Pipe

The Contractor shall provide pipe of adequate strength, durability and be corrosion resistant with no adverse effect on water quality. The exterior surface of the pipe must be corrosion resistant. If the pipe is installed underground pipe shall be encased with polyethylene in accordance with AWWA C105. Water distribution pipe material shall be PVC or Ductile Iron (DI). Ductile iron pipe shall conform to AWWA C104, etal. DI fittings shall be suitable for 690kPa (75psi) pressure unless otherwise specified. Fittings for mechanical joint pipe shall conform to AWWA C110. Fittings for use with push-on joint pipe shall conform to AWWA C110 and C111. Fittings and specials shall be cement mortar lined (standard thickness) in accordance with C104. Polyvinyl Chloride (PVC) pipe shall conform to ASTM D 1785. Plastic pipe coupling and fittings shall be manufactured of material conforming to ASTM D 1784, Class 12454B. PVC screw joint shall be in accordance with ASTM D 1785, etal, Schedules 40, 80 and 120. PVC pipe couplings and fittings shall be manufactured of material conforming to ASTM D 1784, Class 12454B. Pipe less than 80mm (3 inch), screw joint, shall conform to dimensional requirements of ASTM D schedule 80. Elastomeric gasket-joint, shall conform to dimensional requirements of ASTM D 1785 Schedule 40, All pipe and joints shall be capable of 690kPa (75psi) working pressure.

2.3.6.3.3 Hydrostatic, Leakage and Disinfection Tests

The Contracting Officer will be notified not less than 48 hours in advance of any water piping test and will be given full access for monitoring testing procedures and results. Where any section of water line is provided with concrete thrust blocking for fittings or hydrants tests shall not be made until at least 5 days after installation of the concrete thrust blocking, unless otherwise approved.

2.3.6.3.4 Pressure Test

After the pipe is laid, the joints completed, and the trench partially backfilled leaving the joints exposed for examination, the newly laid piping or any valve section of piping shall, unless otherwise specified, be subjected for 1 hour to a hydrostatic pressure test of 690kPa (75psi). Each valve shall be opened and closed several times during the test. Exposed pipe, joints, fittings, hydrants and valves shall be carefully examined during the partially opened trench test. Joints showing visible leakage shall be replaced or remade as necessary. Cracked or defective pipe, joints, fittings, hydrants and valves discovered following this pressure test shall be removed and replaced and retested until the test results are satisfactory.

2.3.6.3.5 Leakage Test

Leakage test shall be conducted after the pressure tests have been satisfactorily completed. The duration of each leakage test shall be at least 2 hours and during the test the water line shall be subjected to not less than 690kPa (75psi). Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valve or approved section, necessary to maintain pressure to within 34.5kPa (5 psi) of the specified leakage test pressure after the pipe has been filled with water and the air expelled. Pipe

installation will not be accepted if leakage exceeds the allowable leakage, which is determined by the following formula:

L = 0.0001351ND (P raised to 0.5 power) L = Allowable leakage in gallons per hour N = Number of joints in the length of pipeline tested D = Nominal diameter of the pipe in inches P = Average test pressure during the leakage test, in psi gauge

Should any test of pipe disclose leakage greater than that calculated by the above formula, the defective joints shall be located and repaired until the leakage is within the specified allowance, without additional cost to the government.

2.3.6.3.6 Bacteriological Disinfection

2.3.6.3.6.1 Disinfection Procedure

Before acceptance of potable water operation, each unit of completed waterline shall be disinfected as prescribed by AWWA C651. After pressure tests have been completed, the unit to be disinfected shall be thoroughly flushed with water until all entrained dirt and mud have been removed before introducing the chlorinating material. Flushing will be performed in a manner and sequence that will prevent recontamination of pipe that has previously been disinfected. The chlorinating material shall be liquid chlorine, calcium hypochlorite, or sodium hypochlorite. The chlorinating material shall provide a dosage of not less than 50 ppm and shall be introduced into the water lines in an approved manner. Polyvinyl Chloride (PVC) pipelines shall be chlorinated using only the above-specified chlorinating material in solution. The agent shall not be introduced into the line in a dry solid state. The treated water shall be retained in the pipe long enough to destroy all non-spore forming bacteria. Except where a shorter period is approved, the retention time shall be at least 24 hours and shall produce not less than 25 ppm of free chlorine residual throughout the line at the end of the retention period. Valves on the lines being disinfected shall be opened and closed several times during the contact period. The line shall then be flushed with clean water until the residual chlorine is reduced to less than 1.0 ppm. During the flushing period, each fire hydrant on the line shall be opened and closed several times.

2.3.6.3.6.2 Sampling

For each building connected to the water system, personnel from the Contractor's commercial laboratory shall take at least 3 water samples from different points, approved by the Contracting Officer, in proper sterilized containers and perform a bacterial examination in accordance with approved methods. The commercial laboratory shall be verified to be qualified by the appropriate authority for examination of potable water.

2.3.6.3.6.3 Acceptance Requirements

The disinfection shall be repeated until tests indicate the absence of pollution for at least two full days. The unit will not be accepted until satisfactory bacteriological results have been obtained.

2.3.6.3.7 Time for Making Tests

Except for joint material setting or where concrete thrust blocks necessitate a 5-day delay, pipeline jointed with rubber gaskets, mechanical or push-on joints, or couplings may be subjected to hydrostatic pressure, inspected and tested for leakage at any time after partial completion of backfill.

2.3.6.3.8 Concurrent Tests

The Contractor may elect to conduct the hydrostatic tests using either or both of the following procedures. Regardless of the sequence of tests employed, the results of pressure tests, leakage tests, and disinfection shall be recorded for submission and approval. Replacement, repair or retesting required shall be accomplished by the Contractor at no additional cost to the Government.

a. Pressure test and leakage test may be conducted concurrently,

b. Hydrostatic tests and disinfection may be conducted concurrently, using water treated for disinfection to accomplish the hydrostatic tests. If water is lost when treated for disinfection and air is admitted to the unit being tested, or if any repair procedure results in contamination of the unit, disinfection shall be re-accomplished.

2.3.6.3.9 Valves

Valves (Gate valves w/box) shall be placed at all pipe network tees and cross intersections and the number of valves shall be one less than the number of lines leading into and away from the intersection. For isolation purposes valves shall be spaced not to exceed 60 M (200 feet). Gate valves shall be in accordance with AWWA C 500 and/or C509. The valves and valve boxes shall be constructed to allow a normal valve key to be readily used to open or close the valve. Provide traffic-rated valve boxes. Provide concrete pad, 1 meter (3'-4") square, for all valve boxes.

2.3.6.3.10 Vacuum and Air Release Valves

Air release valves are required to evacuate air from the main high points in the line when it is filled with water, and to allow the discharge of air accumulated under pressure. Vacuum relief valves are needed to permit air to enter a line when it is being emptied of water or subjected to vacuum. Contractor shall submit manufacturer's data for properly sized combination air and vacuum release valves and determine their locations on the distribution system subject to review and approval of the Contracting Officer.

2.3.6.3.11 Blow-off valves

The Contractor shall provide 40-50mm (1-5/8" – 2") blow-off valves at ends of dead end mains. Valves should be installed at low points in the mains where the flushing water can be readily discharged to natural or manmade drainage ditches, swales or other.

2.3.6.3.12 Thrust Blocking

Contractor shall provide concrete thrust blocking at any point where the layout of the system changes the direction of the flow, increases the velocity, or decreases or stops the flow. At these points, the pipes and fittings must be anchored and kept from moving or pulling apart by the use of thrust blocks installed against undisturbed earth.

2.3.6.4 SANITARY SEWER

2.3.6.4.1 General

There are no functional or salvageable sanitary sewer collection, treatment or disposal facilities at this site. The Contractor shall obtain topographic information or other maps that show vegetation, drainage channels and other land surface features such as underground utilities and related structures that may influence the design and layout of the collection system.

The contractor shall provide a sanitary sewer system as included in the Scope of Work 01010. Average Daily sewer water flow at residential and office facility shall be based on a per capita flow of 41 liters. Flow at dining facilities shall be based on 10 liters per capita use and 41 liters per employee. A sanitary sewer collection system shall be provided for each facility with water service. All lines, service connections, manholes, pump stations, and other required structures shall be provided. Gravity sewer connection to the buildings shall be 150 millimeters. Slope shall be provided to produce a minimum velocity of 0.6 meters per second at average daily flow. Gravity line pipe shall meet or exceed the requirements of ASTM D3034 SDR 35.

Exterior sanitary sewer line construction shall include service to all buildings as described in the Scope of

Work Section 01010. Contractor shall design sanitary sewer collection system using approved field survey data and finished floor elevations. Depending upon the topography and building location, the most practical location of sanitary sewer lines is along one side of the street. In other cases they may be located behind buildings midway between streets. Main collection sewers will follow the most feasible route to the point of discharge. The sewer collection system shall be designed to accommodate the initial occupancy and a 50% expansion capability. All sewers shall be located outside of the roadways as much as practical, and minimize the number of roadway crossings. A sewer from one building shall not be constructed under another building, or remain in service where a building is subsequently constructed over it. Construction required shall include appurtenant structures and building sewers to points of connection with building drains 1.5m (5 feet) outside the building to which the sewer collection system is to be connected.

The Contractor shall use the following criteria where possible to provide a layout which is practical, economical and meets hydraulic requirements: 1) Follow slopes of natural topography, 2) avoid routing sewers through areas which require extensive restoration or underground demolition, 3) Avoid areas of high groundwater and placement of sewer below the groundwater table, 4) locate manholes at change in direction, size or slope of gravity sewers, 5) use straight sections between manholes, curved alignment shall not be permitted, 6) locate manholes at intersections of streets where possible, 7) avoid placing manholes where the tops will be submerged or subject to surface water inflow, 8) evaluate alternative sewer routes where applicable, 9) verify that final routing selected is the most cost effective alternative that meets service requirements. In the event that facilities to be provided under the contract must be occupied prior to completion of permanent wastewater infrastructure, the Contractor will be responsible for providing temporary portable shower and bathroom facilities.

The sewage water storage tanks shall be below grade reinforced concrete or other tanks as approved by the contracting officer, and shall be sized to holds three days flow. The contractor will evaluate alternate methods of disposal as to the feasibility of use, and employ such alternatives based on the individual locations. If underground holding tanks are used, then a 200 mm concrete paved truck loading area shall be provided at each tank.

2.3.6.4.2 Protection of Water Supplies

The Contractor shall ensure that the sewer design meets the following criteria:

2.3.6.4.2.1 Sanitary sewers shall be located no closer than 15m (50 feet) horizontally to water wells or reservoirs to be used for potable water supply.

2.3.6.4.2.2 Sanitary sewers shall be no closer than 3m (10 feet) horizontally to potable water lines; where the bottom of the water pipe will be at least 300mm (12 inches) above the top of the sanitary sewer, horizontal spacing shall be a minimum of 1.8m (6 feet).

2.3.6.4.2.3 Sanitary sewers crossing above potable water lines shall be constructed of suitable pressure pipe or fully encased in concrete for a distance of 2.7m (9 feet) on each side of the crossing. Pressure pipe will be as required for force mains in accordance with local standards and shall have no joint closer than 1 meter (3 feet) horizontally to the crossing, unless the joint is encased in concrete.

2.3.6.4.3 Quantity of Wastewater

The Contractor shall verify the average daily flow considering both resident (full occupancy) and non-resident (8hr per day) population. The average daily flow will represent the total waste volume generated over a 24-hour period, and shall be based on the total population of the facility and usage rate of 41 gallons per capita day (water usage) plus additional capacity for the dinning facility. The wastewater flow rate shall be calculated as approximately 80% of water usage rate. Design criteria guideline shall be based on an average influent wastewater characteristics as BOD of 400mg/l, SS of 400mg/l, BOD load of 750ppd, and SS load of 750ppd.

2.3.6.4.4 Gravity Sewer

Sanitary sewers shall be designed to flow at 50 to 95 percent full. Sanitary sewer velocities shall be designed to provide a minimum velocity of 0.6 meters per second (mps) or 2.0 feet per second (fps) at the ADD flow rate and a minimum velocity of 0.8 to 1.05 mps (2.5-3.5fps) at the peak diurnal flow rate. In no case shall the velocity drop below 0.3 mps, (1.0 fps) to prevent settlement of organic solids suspended in the wastewater. Pipe slopes shall be sufficient to provide the required minimum velocities and depths of cover on the pipe. Unless otherwise indicated (see Building Connections and Service Lines), gravity sewer pipe shall be installed in straight and true runs in between manholes with constant slope and direction. Adequate cover must be provided for frost protection. A minimum cover of 800 mm (2'-8") will be required to protect the sewer against freezing.

2.3.6.4.5 Manholes

The Contractor shall provide standard depth manholes (MH), (depth may vary) an inside dimension of 1.2 meters (4 feet). Manholes shall be made of cast-in-place reinforced concrete with reinforced concrete cover. Alternate precast manhole option shall taper to a 750 mm (30-inch) cast iron frame that provides a minimum clear opening of 600 mm (24 inches). In every case, the manholes, frames and covers shall be traffic rated, H-20 load rating. All manholes shall be provided with a concrete bench with a flow line trough, smoothly formed to guide waste flow to the outlet pipe from the inlet pipe(s). The top surface of the bench shall be above the crown of all pipes within the manhole. All surfaces of the bench shall be sloped smoothly toward the trough to guide flow, even under peak flow conditions.

2.3.6.4.5.1 Manhole Design Requirements

Manholes are required at junctions of gravity sewers and at each change in pipe direction, size or slope, except as noted hereinafter for building connections.

2.3.6.4.5.2 Spacing

The distance between manholes must not exceed 90 m (300 ft) in sewers of less than 460 mm (18 inches) in diameter

2.3.6.4.5.3 Pipe connections

The crown of the outlet pipe from a manhole shall be on line with or below the crown of the inlet pipe.

2.3.6.4.5.4 Pipe

Pipe shall conform to the respective specifications and other requirements as follows: Provide Polyvinyl Vinyl Chloride (PVC) conforming to ASTM D 3034, Type PSM with a maximum SDR of 35, size 380 mm (15inch) or less in diameter. PVC shall be certified as meeting the requirements of ASTM D 1784, cell Class 12454 B.

2.3.6.4.5.5 Fittings

Fittings shall be compatible with pipe supplied and shall have a strength not less than that of the pipe. Fittings shall conform to the respective specifications and requirements as follows: provide PVC fittings conforming to ASTM D 3034 for type PSM pipe.

2.3.6.4.5.6 Joints

Joints installation requirements shall comply with the manufacturers installation instructions. Flexible plastic pipe (PVC or high density polyethylene pipe) gasketed joints shall conform to ASTM D3212.

Branch connections shall be made by use of regular fittings or solvent-cemented saddles as approved. Saddles for PVC pipe shall conform to Table 4 of ASTM D 3034.

2.3.6.4.5.8 Frames and Covers

Frames and covers shall be cast iron, ductile iron or reinforced concrete, traffic rated in any case to an H-20 load rating. Cast iron frames and covers shall be traffic rated, circular with vent holes.

2.3.6.4.5.9 Steps for Manholes

Steps shall be cast iron, polyethylene coated, at least 15 mm (5/8 inch) thick, not less than 400mm (16 inches) in width, spaced 300 mm (12 inches) on center.

2.3.6.4.5.10 The minimum depth of cover over the pipe crown shall be 0.8 m (2'-8").

2.3.6.4.6 Building Connections and Service Lines

Building connections and service lines will be planned to eliminate as many bends as practical and provide convenience in rodding. Bends greater than 45 degrees made with one fitting should be avoided; combinations of elbows such as 45-45 or 30-60 degrees shall be used with a cleanout provided. Connections to other sewers will be made directly to the pipe with standard fittings rather than through manholes. However, a manhole must be used if the connection is more than 31m from the building cleanout. Cleanouts shall be provided outside of the building. Service connection lines will be a minimum of 100 mm (4 inch) diameter and laid at a minimum 1% grade, but up to 2% as design parameters dictate. Service laterals shall be 150 mm (6 inch) and sloped to maintain the minimum velocity as described in paragraph "Gravity Sewer."

2.3.6.4.7 Cleanouts

Cleanouts must be installed on all sewer-building connections to provide a means for inserting cleaning rods into the underground pipe. Install manufactured wye fittings. In lieu of a wye fitting, an inspection chamber may be installed. The inspection chamber shall be of the same construction as a manhole. Preferably the cleanout will be of the same diameter as the building sewer, and never be smaller than 100 mm (4 inch).

2.3.6.4.8 Field Quality Control

2.3.6.4.8.1 Field Tests and Inspections

2.3.6.4.8.2 The Contracting Officer will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests and provide labor, equipment and incidentals required for testing.

2.3.6.4.8.3 Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a practically a full circle of light through the pipeline when viewed from the adjoining end of the line. When pressure piping is used in a non-pressure line for non-pressure use, test this piping as specified for non-pressure pipe.

2.3.6.4.8.4 Test lines for leakage by either infiltration tests or exfiltration tests. Prior to testing for leakage, backfill trench up to at least lower half of the pipe. When necessary to prevent pipeline movement during testing, place additional backfill around pipe to prevent movement during testing, but leaving joints uncovered to permit inspection. When leakage or pressure drop exceeds the allowable amount specified, make satisfactory correction and retest pipeline section in the same manner. Correct visible leaks regardless of leakage test results.

2.3.6.4.8.5 Infiltration tests and ex-filtration tests: Perform these tests for sewer lines made of specified material, not only concrete, in accordance with ASTM C 969M, ASTM C 969. Make calculations in accordance with the Appendix to ASTM C 969M, ASTM 969.

2.3.6.4.8.6 Low-pressure air tests: Perform tests as follows: 1) Concrete pipe: Test in accordance with ASTM C 924M, ASTM C 924. Allowable pressure drop shall be given in ASTM C 924M ASTM C 924. Make calculations in accordance with the Appendix to ASTM C 924M, ASTM C 924; 2) Ductile-iron pipe: Test in accordance with the applicable requirements of ASTM C 924M, ASTM C 924. Allowable pressure drop shall be as given in ASTM C 924M, ASTM C 924. Make calculations in accordance with the Appendix to ASTM C 924M, ASTM C 924; 3) PVC Plastic pipe: Test in accordance with applicable requirements of UBPPA UNI-B-6. Allowable pressure drop shall be as given in UBPPA UNI-B-6. Make calculations in accordance with the Appendix to UBPPA UNI-B-6.

2.3.6.4.8.7 Deflection Testing

Deflection testing will not be required however, field quality control shall ensure that all piping is installed in accordance with deflection requirements established by the manufacturer.

2.3.6.4.8.8 Septic Systems

Septic systems if used shall be designed and installed in accordance with UFC 3-240-03.

2.4.6.5 Storm Sewer Systems

Storm sewer system shall not be mixed with sanitary sewer system and shall be in accordance with UFC 3-240-03.

3. GENERAL BUILDING REQUIREMENTS

3.1 Life Safety / Fire Protection / Handicapped Accessibility

To the extent possible, all facilities will be designed in accordance with recognized industry standards for life safety and building egress. 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.

3.2 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. ARCHITECTURAL

4.1 GENERAL

All material approved shall become standardized material to be used throughout the facilities under contract. Different sub-contractors shall not use different material or standards under the contract. Intent of the project is to use locally procured materials (unless specified otherwise) and labor to the maximum extent possible while satisfying seismic building code. Conflicts between criteria and local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, the Contractor shall furnish all available information with justification to the Contracting Officer.

4.2 DESIGN CRITERIA

4.2.1 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 specifications 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. All materials specified shall use CSI Standards and shall be listed in Section 1.1 References of each Specification Section. It shall be the contractor's responsibility to show equivalency requirements are met if the Standard is not per (CSI) format.

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.

4.2.2 Industry Standards

The Codes, Standards, and Regulations listed below shall be used in the construction of this project. The publications shall be the most recent editions. Standards specified shall be ASTM or equivalent DIN, BS, or EN. Standards other than those mentioned may be accepted provided they meet the minimum requirements and the Contractor shall submit proof of equivalency to the Contracting Officer for approval. It shall be the contractor's responsibility to show equivalency requirements are met if the Standard is not per (CSI) format. Any time two or more Codes or standards conflict, the most stringent shall apply.

4.2.3 References: Design shall meet the latest edition of the following criteria unless otherwise noted herein:

International Building Code (latest edition).

International Plumbing Code (latest edition).

IMC International Mechanical Code (latest edition).

ACI 318, Building Code Requirements for Structural Concrete, (Latest Edition)

MIL-HDBK-1190, Facility Planning and Design Guide.

4.3 EXCAVATION

Trench excavation shall be made for concrete footings. Trenches shall be a minimum of .8 meter deep. Trenches deeper than 1.5 meters shall have protective shoring to protect workers or have the sides of the trench sloped back at a slope of 1.5:1. Care shall be taken when backfilling of foundation trenches to avoid damage to walls. Any excess dirt shall become the property of the Contractor and shall be removed from the site to a location approved by the Contracting Officer.

4.4 CONCRETE

Place 10cm (4") of capillary water barrier below areas to receive a concrete slab on properly compacted soil free of organic material. A plastic vapor barrier (10 mils thick) shall be placed over the crushed stone prior to placing of concrete slabs. Concrete flooring in wet areas shall slope to the floor drain and not allow for water to puddle. Concrete slabs in all areas shall not be placed prior to inspection and approval of piping and sub-surface by the Contracting Officer. Foundation trenches shall be level and free of loose material. Trenches shall be inspected and approved by the Contracting Officer prior to placing of any concrete foundations. See paragraph 5 for structural characteristics of concrete and reinforcing steel for foundations and slabs.

4.4.1 Insulated Concrete Sandwich Wall System

As an option to standard masonry construction, the Contractor can construct walls of single storey buildings using an insulated concrete sandwich wall system. The insulated concrete sandwich wall system shall be field fabricated and composed of a 76mm (3 inch) expanded polystyrene core that spans in a single piece from floor elevation to top of wall elevation. The polystyrene core shall have a welded wire fabric, 50mm x 50 mm (2 inch x 2 inch) mesh, 2.52mm (12.5 guage) wire, attached to both faces of the polystyrene core. The welded wire mesh shall be installed at 12.7mm (1/2 inch) from the face of the polystyrene core. The welded wire mesh on each face shall be attached to each other and the polystyrene core with diagonal truss wires. Apply sprayed on concrete (shotcrete) to a minimum thickness of 38mm (1-1/2 inch) or as structural calculations require, whichever is greater. Method of placing the

shotcrete shall be in conformance with ACI 506R-85. Concrete finishing shall be done by appropriate hand tools (darby, trowel, etc.) to provide the desired finish effect.

4.5 MASONRY

Storage of masonry materials shall be in a dry place or materials shall be covered with a plastic protective layer. Cover open walls each day to keep them protected and dry. Concrete masonry units (CMU) shall be either 100mm or 200mm wide x 400mm x 200mm high as shown on drawings. They shall be installed in running bond level and plumb. Mortar joints shall be 9mm on all sides between CMU. Joints shall be struck with a concave tool to provide a smooth recessed curved surface. Install only quality units. The surface shall be free of chips, cracks, or other imperfections that would detract from the overall appearance of the finished wall. Defective CMU or mortar shall be rejected.

4.6 METAL

4.6.1 Steel Roof Joists

Steel roof joists shall be placed according to the roof design and roof manufacturer specifications. Steel "Z" purlins shall be installed perpendicular to the steel beams. Use continuous metal roof sheets from ridge to eave to avoid constructing roof seams. In lieu of the continuous metal roof sheets, the Contractor can submit a plan for roofing seams; however, the plan must show a detail of how leaks will be avoided, and the Contracting Officer before application must approve the plan. Steel "hat channels" shall be installed on the bottom side of steel beams for the installation of gypsum board with screws. Provide all necessary metal framing for roof fascia and soffits. See structural paragraph for structural characteristics of steel joists.

4.6.2 Metal Window Sills

Galvanized metal window sills, 1mm (20 gage), shall be installed on the exterior of all windows. The metal window sills shall have a turn down of 5cm over the exterior masonry and stucco. Metal sills shall extend from side to side of the masonry opening in a single piece. Extend the metal windowsill a minimum of 2 cm under the bottom of the aluminum windows. Install masonry mortar as required for a smooth surface under the window sills. Sills shall slope a minimum of 6mm to the exterior and not allow water to puddle.

4.6.3 Steel Cook Top

Provide steel cook top in kitchen minimum thickness of 1cm. Provide circular cut outs. Consult with the Contracting Officer for the diameter of circular cutouts. Provide steel infill plates for all cut out openings. Cook top can be made of several pieces for ease of handling. Adjacent plates shall be tight fitting to each other.

4.6.4 Pass-Through Counter Top

Provide 1.6mm (16 gauge) stainless steel, or 4cm marble, pass through counter tops at openings between the kitchen and dining area. Edges shall be turned down 3 cm and corners shall be welded and ground smooth. Provide anchor angles welded to the bottom of the counters to anchor tops to masonry walls below. Provide six (6) anchors on the Dish Return Counter, three (3) on each side of the wall. Provide eight (8) anchors on the Serving Counter, four (4) on each side of the wall. Anchor angles to wall with masonry expansion sleeves and stainless steel screws. Counter tops are to be 60cm wide x length of opening shown.

4.7 CARPENTRY

4.7.1 Wood Purlins

If Contractor chooses to utilize wood purlins, provide and install roof purlins of natural wood, locally available material 1 meter on center securely wedged between steel H structural joists. Tightly fit 3cm

boards over roof structure and nail into wood purlins. New roofing shall extend a minimum of 30cm past the exterior surface of the wall.

4.7.2 Wood Fascia & Soffit

If Contractor chooses to utilize wood fascia and soffit boards, provide and install 3cm fascia and soffit boards. Wood boards shall be planed and smooth ready for paint finish. Soffit shall extend 30cm out from exterior wall surface. Extend fascia board down past bottom of soffit a minimum of 6mm for water drip. Extend roof decking out over fascia a minimum of 2cm. Provide a 4cm drip flashing over edge of roof decking so that it extends past bottom of decking on all sides of the building. Provide continuous soffit venting of all overhangs at both bottom and top of roof slope.

4.7.3 Wood Battens

If Contractor chooses to utilize wood ceiling batten strips, wood ceiling batten strips, 2cm x 6cm, shall be nailed to the bottom of the wood purlins. Battens shall be spaced at 40cm on center (or per UBC requirements if sheetrock is substituted for plaster). This is for the support of a plaster ceiling.

4.8 ROOFING AND WEATHERPROOFING

4.8.1 Sloped Roofs

On sloping roofs provide and install .70mm (24 gauge) galvanized steel in either corrugated or standing seam design. Metal roofing shall be anchored to the steel “Z” purlins or wood deck sub-surface using exposed fasteners at 30cm on center at all seams and at 60cm on center in the panel field. Fasteners shall be placed at the top of the corrugation taking care not to dent panel. Roof sealant or adhesive shall be placed over each anchor head. Roofing system shall include all edge, ridge and penetration flashings necessary for a watertight installation and as described in 3.8.2 above. Roofing shall be galvanized mil finish. Panels shall be overlapped two corrugations side to side and be continuous sheets from ridge to eave. Provide continuous ridge vents on all gable roofs.

4.8.2 Flat Roofs

Provide and install 3 ply built up roofing over concrete deck. Contractor may propose to the Contracting Officer an alternate roofing system with justification for consideration and alternate pricing. Concrete roof deck shall slope 21mm per m.

4.8.2.1 Built-up Roofing System

A Insulated-Deck, Coal Tar, Glass-Fiber, Aggregate Roofing (ICGA-BUR): Provide built-up, aggregate-surfaced roof system with coal tar bitumen and glass-fiber ply felts (roof manufacturer’s separation layers) for layup as indicated.

1. Primer: ASTM D 41primer as recommended by roofing manufacturer.

2. Coal Tar Bitumen: ASTM D 450, Type III, as an option to asphalt.

3. Bitumen Membrane which meets the following:
   a. ASTM D312 or the equivalent EN 1849-1 for thickness and unit weight,
   b. ASTM D312 or the equivalent EN-1426 for penetration,
   c. ASTM D312 or the equivalent EN-1427 for softening point
   d. ASTM D312 or the equivalent TS 11758-1 for flash point or heat stability
   e. ASTM D4601 or the equivalent TS 11758-1 for width and area of roll
   f. ASTM D4601 (moisture percentage) or the equivalent EN 1928 (water tightness)
   g. ASTM D226 (pliability) or the equivalent EN 1109 (cold bending).

4. Glass Roofing Felt: ASTM D 2178, Type IV or VI, except felts for coal tar systems shall be impregnated with a bituminous resin coating which is compatible with coal tar bitumen.

5. Organic Felt Base: ASTM D 2626 for use with asphalt roofing system.

6. Organic Felt Base: ASTM D 226 for use with asphalt roofing system and ASTM D 227 for use with coal tar roofing system. Organic felts may be used for bitumen stops and edge envelopes.

7. Insulation: 5cm (2 inch) thick extruded polystyrene rigid thermal insulation boards, conforming DIN, EN 13164 BS, EN 13164, k=0.2 @ 75 degrees F mean temperature, 2.82 kg/sq cm (40 lbs/sq in) compressive strength, hydrophobic, Type VI.

4.8.2.2 Roof Membrane Installation

A. Prime surface of concrete deck with asphalt primer per manufacturers recommended application rate.

B. Cant Strips/Tapered-Edge Strips: Wood, not less than 89mm (3-1/2 inches) high, 45-degree insulation cant strips at juncture of membrane with vertical surface. Provide tapered-edge strips at perimeter edges of roof that do not terminate at vertical surfaces.

C. Base Layer: Install one lapped course of base sheet. Attach first layer of roofing membrane material to substrates and elsewhere as indicated. Mop to non-nailable substrate with hot bitumen or apply with torch method per manufacturer’s specifications

D. Second Layer: Install second layer of roofing membrane material over the first course staggering joints and seams in both directions by at least 300mm. Mop top layer of membrane to base layer, or attach via torch method per manufacturer’s specifications.

4.8.2.3 Insulation Installation

Comply with insulation manufacturer's instructions and recommendations for handling, installing, and bonding or anchoring insulation to substrate. Insulation boards shall be installed loose, without glue, in staggered manner. Attention should be paid not to leave separation along edges. Where overall insulation thickness is 50 mm (2 inches) or greater, install required thickness in two layers with joints of second layer offset from joints of first layer a minimum of 300 mm (12 inches) each direction. Trim surface of insulation where necessary at roof drains so completed surface is flush with drain ring. Polyester felt or geotextile shall be installed over insulation layers as a filter layer to prevent the passage of fines in gravel layer to lower strata.

4.8.2.4 Composition Flashing And Stripping

A. Install composition flashing at cant strips, at other sloping and vertical surfaces, at roof edges, and at penetrations through roof. Install composition flashing in accordance with membrane manufacturers specifications. Nail or provide other forms of mechanical anchorage of composition flashing to vertical surfaces as recommended by manufacturer of primary roofing materials.

B. Install composition stripping where metal flanges are set on roofing. Provide not less than two plies of woven glass-fiber fabric, each set in a continuous coating of roofing cement and extended onto the deck 100 mm to 150 mm (4 inches and 6 inches), respectively. Except where concealed by aggregate surfacing or elastic flashing, apply a heavy coating of roofing cement over composition stripping.
C. Roof Drains: Fill clamping ring base with a heavy coating of roofing cement. Set built up roofing membrane in to the clamping ring base and fix the drain top on it.
D. Allow for expansion of running metal flashing and edge trim that adjoins roofing. Do not seal or bond built-up roof membrane or composition flashing and stripping to metal flanges that are over 914mm (3 feet) in length.

E. Counterflashings: Counterflashings, cap flashings, expansion joints and similar work to be coordinated with built-up roofing work, are specified in other sections of these specifications.

F. Roof Accessories: Miscellaneous sheet metal accessory items, including insulation vents and other devices and major items of roof accessories to be coordinated with built-up roofing work.

4.8.2.5 Gravel Layer

A gravel layer of 16 to 32mm diameter stone will be laid in at least 5cm thick on top of the filter layer in non-trafficable flat roofs The gravel layer will be applied as soon as possible to prevent UV damage and/or wind damage to insulation and filter layers

4.8.3 Flashing and Sheet Metal

4.8.3.1 Materials

Any metal listed by ASTM, DIN, BS or EN standards. Manual for a particular item may be used, unless otherwise specified or indicated. Materials shall conform to the requirements specified below and to the thicknesses and configurations established in ASTM, DIN, BS or EN standards. Different items need not be of the same metal, except that if copper is selected for any exposed item, all exposed items shall be copper.

4.8.3.2 Steel Sheet, Zinc-Coated (Galvanized)

Zinc coated steel conforming to ASTM A 525, DIN BS or EN Standards.

4.8.3.3 Aluminum wall capping and expansion joint profiles.

Aluminum wall capping conforming to ASTM B 209 M , DIN 18339, BS or EN Standards.

4.8.3.4 General

Downspouts shall be designed and fabricated on site. Unless otherwise specified or indicated, exposed edges shall be folded back to form a 13 mm (1/2 inch) hem on the concealed side, and bottom edges of exposed vertical surfaces shall be angled to form drips. Bituminous cement shall not be placed in contact with roofing membranes other than built-up roofing.

4.8.3.5 Wall, Floor, Ceiling Expansion Joints Over Plaster

Expansion joints shall be provided as specified in ASTM, DIN 18339, BS or EN Standards.

4.8.3.6 Connections and Jointing

4.8.3.6.1 Soldering

Soldering shall apply to copper, and stainless steel items. Edges of sheet metal shall be pre-tinned before soldering is begun. Soldering shall be done slowly with well heated soldering irons so as to thoroughly heat the seams and completely sweat the solder through the full width of the seam. Edges of stainless steel to be pre-tinned shall be treated with soldering acid flux. Soldering shall follow immediately after application of the flux. Upon completion of soldering, the acid flux residue shall be thoroughly cleaned from the sheet metal with a water solution of washing soda and rinsed with clean water.

4.8.3.6.2 Seaming

Flat-lock and soldered-lap seams shall finish not less than 25 mm. wide. Unsoldered plain-lap seams shall lap not less than 75 mm. unless otherwise specified. Flat seams shall be made in the direction of the flow.

4.8.3.7 Cleats

A continuous cleat shall be provided where indicated or specified to secure loose edges of the sheet metalwork. Butt joints of cleats shall be spaced approximately 3 mm. apart. The cleat shall be fastened to supporting wood construction with nails evenly spaced not over 300 mm. on centers. Where the fastening is to be made to concrete or masonry, screws shall be used and shall be driven in expansion shields set in concrete or masonry.

4.8.3.8 Downspouts

Downspouts shall be installed as indicated. Downspouts shall be rigidly attached to the building. Supports for downspouts shall be spaced according to manufacturer's recommendations.

4.8.3.9 Flashing

Flashing shall be installed at locations indicated and as specified below. Sealing shall be according to the flashing manufacturer's recommendations. Flashings shall be installed at intersections of roof with vertical surfaces and at projections through roof, except that flashing for heating and plumbing, including piping, roof and floor drains, and for electrical conduit projections through roof or walls are specified in other sections. Except as otherwise indicated, counter flashings shall be provided over base flashings. Perforations in flashings made by masonry anchors shall be installed on top of joint reinforcement. Lashing shall be formed to direct water to the outside of the system.

4.8.3.9.1 Through-wall Flashing

Through-wall flashing includes sill, lintel, and spandrel flashing. The flashing shall be laid with a layer of mortar above and below the flashing so that the total thickness of the two layers of the mortar and flashing are the same thickness as the regular mortar joints. Flashing shall not extend further in to the masonry backup wall than the first mortar joint. Joints in flashing shall be lapped and sealed. Flashing shall be one piece for lintels and sills.

4.8.3.9.2 Lintel Flashing

Lintel flashing shall extend the full length of lintel. Flashing shall extend through the wall one masonry course above the lintels and shall be bent down over the vertical leg of the outer steel lintel angle not less than 50 mm, or shall be applied over top of masonry and pre-cast concrete lintels. Bed joints of lintels at joints shall be under laid with sheet metal bond breaker.

4.8.3.9.3 Sill Flashing

Sill flashing shall extend the full width of the sill and not less than 100 mm beyond ends of sill except at joint where the flashing shall be terminated at the end of the sill.

4.8.3.10 Wall Capping

Wall Capping shall be installed according to the manufacturer's recommendations.

4.8.4 Sealants

4.8.4.1 Interior Sealant

ASTM C 834 or ASTM C 920, Type S or M, Grade NS, Class 12.5, Use NT, DIN, BS, or EN equal standards.

4.8.4.2 Exterior Sealant

For joints in vertical and horizontal surfaces, provide ASTM C 920, Type S or M, Grade NS, DIN, BS, or EN equal standards.

4.8.4.3. Floor Joint Sealant

(ASTM C 920) Type S or M, Grade P, class 25, use T

4.8.4.4 Primers

Provide a non-staining, quick-drying type and consistency recommended by the sealant manufacturer for the particular application.

4.8.4.5 Bond Breakers

Provide the type and consistency recommended by the sealant manufacturer to prevent adhesion of the sealant to backing or to bottom of the joint.

4.8.4.6 Backstops

Backing shall be 25 to 33 percent oversize for closed cell and 40 to 50 percent oversize for open cell material, unless otherwise indicated.

4.8.4.7 Cleaning Solvents

Provide type(s) recommended by the sealant manufacturer except for aluminum and bronze surfaces that will be in contact with sealant.

4.8.4.8 Surface Preparation

Surfaces shall be clean, dry to the touch, and free from dirt frost, moisture, grease, oil, wax, lacquer, paint, or other foreign matter that would tend to destroy or impair adhesion. Oil and grease shall be removed with solvent and surfaces shall be wiped dry with clean cloths. When resealing an existing joint, remove existing calk or sealant prior to applying new sealant. For surface types not listed below, the sealant manufacturer shall be contacted for specific recommendations.

4.8.4.9 Masking Tape

Masking tape shall be placed on the finish surface on one or both sides of a joint cavity to protect adjacent finish surfaces from primer or sealant smears. Masking tape shall be removed within 10 minutes after joint has been filled and tooled.

4.8.4.10 Backstops

Install backstops dry and free of tears or holes. Tightly pack the back or bottom of joint cavities with backstop material to provide a joint of the depth specified.

4.8.4.11 Primer

Immediately prior to application of the sealant, clean out loose particles from joints. Where recommended by sealant manufacturer, apply primer to joints in concrete masonry units, wood, and other porous surfaces in accordance with sealant manufacturer's instructions. Do not apply primer to exposed finish surfaces.

4.8.4.12 Bond Breaker

Provide bond breakers to the back or bottom of joint cavities, as recommended by the sealant manufacturer for each type of joint and sealant used, to prevent sealant from adhering to these surfaces. Carefully apply the bond breaker to avoid contamination of adjoining surfaces or breaking bond with surfaces other than those covered by the bond breaker.

4.8.4.13 Sealants

Provide a sealant compatible with the material(s) to which it is applied. Do not use a sealant that has exceeded shelf life or has jelled and can not be discharged in a continuous flow from the gun. Apply the

sealant in accordance with the manufacturer's instructions with a gun having a nozzle that fits the joint width. Force sealant into joints to fill the joints solidly without air pockets. Tool sealant after application to ensure adhesion. Sealant shall be uniformly smooth and free of wrinkles. Upon completion of sealant application, roughen partially filled or unfilled joints, apply sealant, and tool smooth as specified. Sealer shall be applied over the sealant when and as specified by the sealant manufacturer.

4.8.4.14 Protection

Protect areas adjacent to joints from sealant smears. Masking tape may be used for this purpose if removed 5 to 10 minutes after the joint is filled.

4.8.4.15 Final Cleaning

Upon completion of sealant application, remove remaining smears and stains and leave the work in a clean and neat condition.

a. Masonry and Other Porous Surfaces: Immediately scrape off fresh sealant that has been smeared on masonry and rub clean with a solvent as recommended by the sealant manufacturer. Allow excess sealant to cure for 24 hour then remove by wire brushing or sanding.

b. Metal and Other Non-Porous Surfaces: Remove excess sealant with a solvent-moistened cloth.

4.9 WINDOWS, DOORS & GLAZING

4.9.1 Windows

4.9.1.1 Materials

A. Aluminum Extrusions: Provide alloy and temper recommended by the window manufacturer for the strength, corrosion resistance, and application of required finish, meeting the DIN 1725 raw material requirements, but not less than 215 N/mm2 ultimate tensile strength and not less than 1.5 mm thick at any location for main frame and sash members.

B. Fasteners: Provide aluminum, nonmagnetic stainless steel, epoxy adhesive, or other materials warranted by the manufacturer to be non-corrosive and compatible with aluminum window members, trim, hardware, anchors, and other components of window units.

1. Reinforcement: Where fasteners screw-anchor into aluminum less than 0.125 inch thick, reinforce the interior with aluminum or nonmagnetic stainless steel to receive screw threads or provide standard non-corrosive pressed-in splined grommet nuts.

2. Exposed Fasteners: Except where unavoidable for application of hardware, do not use exposed fasteners. For application of hardware, use fasteners that match the finish of the member or hardware being fastened, as appropriate.

C. Anchors, Clips, and Window Accessories: Fabricate anchors, clips, and window accessories of aluminum, nonmagnetic stainless steel, or hot-dip zinc-coated steel or iron complying with the requirements of DIN 1748; provide sufficient strength to withstand design pressure indicated. As a minimum provide 3 anchors on each side of the frame.

D. Compression-Type Glazing Strips and Weatherstripping: Unless otherwise indicated, and at the manufacturer's option, provide compressible stripping for glazing and weatherstripping such as molded EPDM or neoprene gaskets.

E. Sealant: For sealants required within fabricated window units, provide type recommended by the manufacturer for joint size and movement. Sealant shall remain permanently elastic non-shrinking, and non-migrating. Comply with Sealants of these specifications for selection and installation of sealants.

F. Wire Fabric Insect Screen shall be permanently fixed to the exterior.

4.9.1.2 Hardware

A. General: Provide the manufacturer's standard hardware fabricated from aluminum, stainless steel, or other corrosion-resistant material compatible with aluminum and of sufficient strength to perform the function for which it is intended.

4.9.1.3 Horizontal Sliding Windows

Provide window units with 5 mm single glazed. Provide cam action sweep sash lock and keeper at meeting rails.

4.9.1.4 Fabrication

Provide horizontally sliding aluminum windows with factory finish in all buildings to fit the masonry openings. Window openings shall be provided with insect screening permanently fixed to the exterior. Provide a locking device on the interior of each window. Provide anchors on each side of the frame into the adjoining masonry, 3 on each side. Provide weather stripping system for all exterior windows and doors.

4.9.1.5 Finishes

Apply baked enamel in compliance with paint manufacturer's specifications for cleaning, conversion coating, and painting.

1 Color: White meeting the requirements of DIN 50018

4.9.1.6 Inspection

Inspect openings before beginning installation. Verify that rough or masonry opening is correct and the sill plate is level. Masonry surfaces shall be visibly dry and free of excess mortar, sand, and other construction debris.

4.9.1.7 Installation

Comply with manufacturer's specifications and recommendations for installation of window units, hardware, operators, and other components of the work. Set window units plumb, level, and true to line, without warp or rack of frames or sash. Provide proper support and anchor securely in place. Set sill members and other members in a bed of compound or with joint fillers or gaskets, as shown, to provide weathertight construction. Refer to the Sealant sections for compounds, fillers, and gaskets to be installed concurrently with window units. Coordinate installation with wall flashings and other components of the work.

4.9.1.8 Adjusting

Adjust operating sash and hardware to provide a tight fit at contact points and at weatherstripping for smooth operation and a weathertight closure.

4.9.1.9 Cleaning

Clean aluminum surfaces promptly after installation of windows. Exercise care to avoid damage to protective coatings and finishes. Remove excess glazing and sealant compounds, dirt, and other substances. Lubricate hardware and other moving parts.

4.9.2 Doors

Generally, doors shall be wood, flush solid core, 90cm wide x 203cm high x 45mm thick with wood frames to match new door masonry openings. All glazed doors shall have 5mm single glazing in the

upper half of the door. Heavy gauge metal exterior doors are required for security of unmanned buildings, such as water treatment building, power station, warehouses, and other buildings requiring higher security. Commercial duty lock sets and hardware shall be used on all doors. Install required louvers, as called for in paragraph 6, in the lower portion of the door. Provide 3 hinges on all doors. Provide door handles and locksets that can be locked with a key on all doors. All door locks shall have a thumb latch on inside of door such that no key is necessary to exit a building. Coordinate the final keying schedule with Contracting Officer prior to ordering lock sets. Generally each building should have 8 master keys fitting all locks, 8 sub-master keys fitting all exterior doors and 3 keys each for each interior door. Include 25% spare key blanks for the amount of keys provided per building. Provide numbering system identifying key to associated room door. All glazing in or adjacent to doors shall be tempered per IBC. Provide weather stripping system for all exterior doors.

4.9.2.1 Steel Doors

SDI A250.8, except as specified otherwise. Prepare doors to receive specified hardware. Undercut where indicated. Exterior doors shall have top edge closed flush and sealed to prevent water intrusion. Doors shall be 44.5 mm thick, unless otherwise indicated. Doors shall be constructed using heavy gauge steel with minimum thickness of 1.2 mm.

4.9.2.1.1 Accessories

4.9.2.1.1.1 Louvers

4.9.2.1.1.1 Interior Louvers

SDI 111-C, Louvers shall be stationary sightproof or lightproof type as required. Louvers for lightproof doors shall not transmit light. Detachable moldings on room or non security side of door; on security side of door, moldings to be integral part of louver. Form louver frames of 0.9 mm thick steel and louver blades of a minimum 0.6 mm. Louvers for lightproof doors shall have minimum of 20 percent net-free opening. Sightproof louvers to be inverted "V" blade design with minimum 55 or inverted "Y" blade design with minimum40 percent net-free opening.

4.9.2.1.1.2 Exterior Louvers

Louvers shall be inverted "Y", "V" or "Z" type. Weld or tenon louver blades to continuous channel frame and weld assembly to door to form watertight assembly. Form louvers of hot-dip galvanized steel of same gage as door facings. Louvers shall have steel-framed insect screens secured to room side and readily removable. Provide aluminum wire cloth, 7 by 7 per 10 mm or 7 by 6 per 10 mm mesh, for insect screens.

4.9.2.1.1.3 Astragals

For pairs of exterior steel doors which will not have aluminum astragals or removable mullions, provide overlapping steel astragals with the doors. For interior pairs of fire rated and smoke control doors, provide stainless steel astragals complying with NFPA 80 for fire rated assemblies and NFPA 105 for smoke control assemblies.

4.9.2.1.1.4 Moldings

Provide moldings around glass of interior and exterior doors of interior doors. Provide non-removable moldings on outside of exterior doors and on corridor side of interior doors. Other moldings may be stationary or removable. Secure inside moldings to stationary moldings, or provide snap-on moldings. Muntins shall interlock at intersections and shall be fitted and welded to stationary moldings.

4.9.2.1.2 Standard Steel Frames

SDI A250.8, except as otherwise specified. Form frames to sizes and shapes indicated, with welded corners or knock-down field-assembled corners. Provide steel frames for doors, transoms, sidelights, mullions, cased openings, and interior glazed panels, unless otherwise indicated.

4.9.2.1.3 Welded Frames

Continuously weld frame faces at corner joints. Mechanically interlock or continuously weld stops and rabbets. Grind welds smooth.

4.9.2.1.4 Mullions and Transom Bars

Mullions and transom bars shall be closed or tubular construction and shall member with heads and jambs butt-welded thereto or knock-down for field assembly. Bottom of door mullions shall have adjustable floor anchors and spreader connections.

4.9.2.1.5 Stops and Beads

Form stops and beads from 0.9 mm thick steel. Provide for glazed and other openings in standard steel frames. Secure beads to frames with oval-head, countersunk Phillips self-tapping sheet metal screws or concealed clips and fasteners. Space fasteners approximately 300 to 400 mm on centers. Miter molded shapes at corners. Butt or miter square or rectangular beads at corners.

4.9.2.1.6 Anchors

Provide anchors to secure the frame to adjoining construction. Provide steel anchors, zinc-coated or painted with rust-inhibitive paint, anchors not lighter than 1.2 mm thick.

4.9.2.1.6.1 Wall Anchors

Provide at least three anchors for each jamb. For frames which are more than 2285 mm in height, provide one additional anchor for each jamb for each additional 760 mm or fraction thereof.

a. Masonry: Provide anchors of corrugated or perforated steel straps or 5 mm diameter steel wire, adjustable or T-shaped;

b. Completed openings: Secure frames to previously placed concrete or masonry with expansion bolts

4.9.2.1.6.2 Floor Anchors

Provide floor anchors drilled for 10 mm anchor bolts at bottom of each jamb member. [Where floor fill occurs, terminate bottom of frames at the indicated finished floor levels and support by adjustable extension clips resting on and anchored to the structural slabs.]

4.9.2.1.7 Fire and Smoke Doors and Frames

NFPA 80 and NFPA 105 respectfully and this specification. The requirements of NFPA 80 and NFPA 105 respectfully shall take precedence over details indicated or specified.

4.9.2.1.8 Weatherstripping, Integral Gasket

Black synthetic rubber gasket with tabs for factory fitting into factory slotted frames, or extruded neoprene foam gasket made to fit into a continuous groove formed in the frame, may be provided in lieu of head and jamb seals. Insert gasket in groove after frame is finish painted.

4.9.2.1.9 Hardware Preparation

Provide minimum hardware reinforcing gages as specified in ANSI A250.6. Drill and tap doors and frames to receive finish hardware. Prepare doors and frames for hardware in accordance with the applicable requirements of SDI A250.8 and ANSI A250.6. For additional requirements refer to BHMA A115. Drill and tap for surface-applied hardware at the project site. Build additional reinforcing for surface-applied hardware into the door at the factory. Locate hardware in accordance with the requirements of SDI A250.8, as applicable. Punch door frames, with the exception of frames that will

have weatherstripping or lightproof or soundproof gasketing, to receive a minimum of two rubber or vinyl door silencers on lock side of single doors and one silencer for each leaf at heads of double doors. Set lock strikes out to provide clearance for silencers.

4.9.2.1.10 Finishes

All surfaces of doors and frames shall be thoroughly cleaned, chemically treated and factory primed with a rust inhibiting coating as specified in SDI A250.8, or paintable A25 galvannealed steel without primer. Where coating is removed by welding, apply touchup of factory primer.

4.9.2.1.11 Fabrication and Workmanship

Finished doors and frames shall be strong and rigid, neat in appearance, and free from defects, waves, scratches, cuts, dents, ridges, holes, warp, and buckle. Molded members shall be clean cut, straight, and true, with joints coped or mitered, well formed, and in true alignment. Dress exposed welded and soldered joints smooth. Design door frame sections for use with the wall construction indicated. Corner joints shall be well formed and in true alignment. Conceal fastenings where practicable. On wraparound frames for masonry partitions, provide a throat opening 3 mm larger than the actual masonry thickness. Design other frames in exposed masonry walls or partitions to allow sufficient space between the inside back of trim and masonry to receive calking compound.

4.9.2.1.11.2 Grouted Frames

For frames to be installed in exterior walls and to be filled with mortar or grout, fill the stops with strips of rigid insulation to keep the grout out of the stops and to facilitate installation of stop-applied head and jamb seals.

4.9.2.1.12 Installation

4.9.2.1.12.1 Frames

Set frames in accordance with SDI 105. Plumb, align, and brace securely until permanent anchors are set. Anchor bottoms of frames with expansion bolts or powder-actuated fasteners. Build in or secure wall anchors to adjoining construction. Backfill frames with mortar. When an additive is provided in the mortar, coat inside of frames with corrosion-inhibiting bituminous material. For frames in exterior walls, ensure that stops are filled with rigid insulation before grout is placed.

4.9.2.1.12.2 Doors

Hang doors in accordance with clearances specified in SDI A250.8. After erection and glazing, clean and adjust hardware.

4.9.2.1.12.3 Fire and Smoke Doors and Frames

Install fire doors and frames, including hardware, in accordance with NFPA 80.

4.9.2.1.13 Protection and Cleaning

Protect doors and frames from damage. Repair damaged doors and frames prior to completion and acceptance of the project or replace with new, as directed. Wire brush rusted frames until rust is removed. Clean thoroughly. Apply an all-over coat of rust-inhibitive paint of the same type used for shop coat. Upon completion, clean exposed surfaces of doors and frames thoroughly. Remove mastic smears and other unsightly marks.

4.9.2.2 Wood Doors

Provide doors that are wood, solid core, 90/100/110/120 cm. Wide x 220 cm. High x 45 mm. Thick with steel frame to match new door masonry openings. All glazed doors shall have 5 mm. single tempered glazing

4.9.2.2.1 Accessories

4.9.2.2.1.1 Door Louvers

Fabricate from wood and of sizes indicated. Louvers shall be of the manufacturer's standard design and shall transmit a minimum of 35 percent free air. Louvers shall be the slat type.

4.9.2.2.1.2 Door Light Openings

Provide glazed openings with the manufacturer's standard wood moldings except that moldings for doors to receive natural finish shall be of the same species and color as the face veneers. Moldings for flush doors shall be lip type.

4.9.2.2.1.3 Weather stripping

Provide weathers tripping that is a standard cataloged product of a manufacturer regularly engaged in the manufacture of this specialized item. Weather stripping shall be looped neoprene or vinyl held in an extruded non-ferrous metal housing. Air leakage of weather stripped doors shall not exceed 0.003125 cubic meter per second of air per square meter of door area when tested in accordance with ASTM E 283

4.9.2.2.1.4 Prefitting

At the Contractor's option, doors may be provided factory pre-fit. Doors shall be sized and machined at the factory by the door manufacturer in accordance with the standards under which they are produced. The work shall include sizing, beveled edges, mortising, and drilling for hardware and providing necessary beaded openings for glass and louvers. Provide the door manufacturer with the necessary hardware samples, and frame and hardware schedules as required to coordinate the work.

4.9.2.2.1.5 Finishes

Provide door finish colors as selected by the Contracting Officer from the color selection samples.

4.9.2.2.1.6 Water-Resistant Sealer

Provide a water-resistant sealer compatible with the specified finish as approved and as recommended by the door manufacturer.

4.9.2.2.1.7 Installation

Before installation, seal top and bottom edges of doors with the approved water-resistant sealer. Seal cuts made on the job immediately after cutting using approved water-resistant sealer. Fit, trim, and hang doors with a 2 mm minimum, 3 mm maximum clearance at sides and top, and a 5 mm minimum, 6 mm maximum clearance over thresholds. Provide 10 mm minimum, 11 mm maximum clearance at bottom where no threshold occurs. Bevel edges of doors at the rate of 3 mm in 50 mm. Door warp shall not exceed 6 mm when measured in accordance with WDMA I.S. 1-A.

4.9.2.2.1.8 Weather stripping

Install doors in strict accordance with the manufacturer's printed instructions and details. Weather strip exterior swing-type doors at sills, heads and jambs to provide weather tight installation. Apply weather stripping at sills to bottom rails of doors and hold in place with a brass or bronze plate. Apply weather stripping to door frames at jambs and head. Shape weather stripping at sills to suit the threshold.

4.9.2.3 Overhead Coiling Doors

Doors shall be fabricated from interlocking cold-rolled slats, designed to withstand building wind loading and be installed with wind locks. Slats shall be continuous for the width of the door. For doors not exceeding 4.27 m, slats shall be flat-profile design, with a depth of not less than 15.9 mm, a center to center width not more than 69.9mm, and not less than a 1.21mm uncoated thickness. Provide weather

stripping for door-head and door jamb guides, and a bottom astragal. Weather stripping and astragal shall be natural rubber or neoprene rubber. Curtain jamb guides shall be fabricated from a combination of steel angles of sufficient size to retain curtain against the specified wind. Guides shall be fabricated from structural quality steel angles. Door shall have manufacturer's standard five pin tumbler locks; keyed. Doors shall be counterbalanced by an adjustable, steel, helical torsion spring mounted around a steel shaft in a spring barrel and connected to the door curtain with the required barrel rings. Hoods shall be fabricated from steel sheets with a minimum yield strength of 227.5 Mpasc.

Counterbalance-barrel components shall be as follows:

- Spring barrels shall be hot-formed structural-quality carbon steel, welded or seamless pipe. Pipe shall be of sufficient diameter and wall thickness to limit deflection to a maximum of 1/360 of the span.
- Counterbalance springs shall be oil-tempered helical steel springs designed with a safety factor of 4. Springs shall be sized to counterbalance the weight of the curtain at any point of its travel, and shall be capable of being adjusted to counterbalance not less than 125% of the normal curtain load. Spring adjustment shall be arranged in such a way that the curtain need not be raised or lowered to secure the adjustment.
- Counterbalance shafts shall be case-hardened steel of the proper size to hold the fixed ends of the spring and carry the torsional load of the spring.

Barrel plugs shall be fabricated from cast steel machined to fit the ends of the barrel. Plugs shall secure the ends of the spring to the barrel and the shaft.

Barrel rings shall be fabricated from malleable iron of the proper involute shape to coil the curtain in a uniformly increasing diameter.

Shaft bearings shall be factory sealed ball bearings of the proper size for load and shaft diameters.

Door operators shall consist of a endless steel hand chain, chain-pocket wheel and guard, and a geared reduction unit of at least a 3:1 ratio. Required pull for operation shall not exceed 16 kg. Chain hoists shall have a self-locking mechanism allowing the curtain to be stopped at any point in its upward/downward travel and to remain in that position until moved to the fully open or closed position. Hand chains shall be cadmium-plated alloy steel with a yield point of at least three times the required hand-chain pull. Pretreated zinc-coated steel sheets shall be given the manufacturer's standard prime coat and an enamel finish coat applied to the exterior face after forming.

After installation, doors, track, and operating equipment will be examined and tested for general operation and weather against the specified wind pressure, and weather resistance. Doors that fail the required tests shall be adjusted and retested. Doors that have been adjusted and fail subsequent tests shall be removed and replaced with new doors at no additional cost.

4.9.3 Glazing

ASTM C 1036, or ASTM C 1172 or equal. Acceptable manufacturer : Gürsan or equal

4.9.3.1 Tempered Glass

Tempered glass shall be kind FT fully tempered flat type. Class 1 clear, condition A uncoated surface, Quality q3-glazing select, conforming to ASTM, DIN, BS or EN standards. Color shall be clear.

4.9.3.2 Glazing Accessories

4.9.3.2.1 Sealant

Sealant shall be elastomeric conforming to ASTM, DIN, BS, or EN standards. Type S or M, Grade NS, Class 12.5, Use G, of type chemically compatible with setting blocks, preformed sealing tape and

sealants used in manufacturing insulation glass. Color of sealant shall be as selected from manufacturer's full range of standard colors by Contracting Officer.

4.9.3.2.2 Glazing Gaskets
Glazing gaskets shall be extruded with continuous integral locking projection designed to engage into metal glass holding members to provide a watertight seal during dynamic loading, building movements and thermal movements. Glazing gaskets for a single glazed opening shall be continuous one-piece units with factory-fabricated injection-molded corners free of flashing and burrs. Glazing gaskets shall be in lengths or units recommended by manufacturer to ensure against pull-back at corners.

4.9.3.2.3 Fixed Glazing Gaskets

Fixed glazing gaskets shall be closed-cell (sponge) smooth extruded compression gaskets of cured elastomeric virgin neoprene compounds conforming to ASTM, DIN, BS. Or EN standarts.

4.9.3.2.4 Wedge Glazing Gaskets

Wedge glazing gaskets shall be high-quality extrusions of cured elastomeric virgin neoprene compounds, ozone resistant, conforming to ASTM, DIN, BS, or EN standards.

4.9.3.2.5 Putty and glazing Compound

Glazing compound shall conform to ASTM, DIN, BS, or EN standards for face-glazing metal sash. Putty shall be linseed oil type conforming to DIN, BS, or EN standards for face-glazing primed wood sash. Putty and glazing compounds shall not be used with insulating glass or laminated glass.

4.9.3.2.6 Setting and Edge Blocking

Neoprene setting blocks shall be dense extruded type conforming to ASTM, DIN, BS, or EN standards. Silicone setting blocks shall be required when blocks are in contact with silicone sealant. Profiles, lengths and locations shall be as required and recommended in writing by glass manufacturer.

4.9.3.3 Preparation
Openings and framing systems scheduled to receive glass shall be examined for compliance with glass manufacturer's recommendations including size, squareness, offsets at corners, presence and function of weep system, face and edge clearance requirements and effective sealing between joints of glass-framing members. Detrimental materials shall be removed from glazing rabbet and glass surfaced and wiped dry with solvent. Glazing surfaces shall be dry and free of frost.

4.9.3.4 Installation

Glass and glazing work shall be performed in accordance with, glass manufacturer's instructions and warranty requirements. Glass shall be installed with factory labels intact and removed only when instructed. Edges and corners shall not be ground, nipped or cut after leaving factory. Springing, forcing or twisting of units during installation will not be permitted.

4.9.3.5 Cleaning

Upon completion of project, outside surfaces of glass shall be washed clean and the inside surfaces of glass shall be washed and polished in accordance with glass manufacturer's recommendations.

4.9.3.6 Protection

Glass work shall be protected immediately after installation. Glazed openings shall be identified with suitable warning tapes, cloth, or paper flags, attached with non-staining adhesives. Reflective glass shall be protected with a protective material to eliminate any contamination of the reflective coating. Protective material shall be placed far enough away from the coated glass to allow air to circulate to reduce heat buildup and moisture accumulation on the glass. Glass units which are broken, chipped, cracked,

abraded, or otherwise damaged during construction activities shall be removed and replaced with new units.

4.10 FINISHES

All finishes, colors and materials in existing building and new buildings shall match. See Section 01335 for color submittals required. Provide color boards with all materials for COR approval prior to ordering materials.

4.10.1 The exterior of all buildings shall be stucco. A temperature of between 4 and 27 degrees C shall exist for a period of not less than 48 hours prior to application of plaster and for a period of at least 48 hours after plaster has set. Control joints shall be designed for expansion and contraction of plaster work due to thermal exposure. Control joints shall comprise of back to back casing beads. Install new stucco in 2 coats. The first coat shall be a scratch coat approximately 1 cm thick. Allow 7 days to cure. The second coat shall be finish stucco, smooth finish, approximately 1 cm thick. Allow 7 days to cure before painting. Stucco showing oversanding, cracks, blisters, pits, checks, discoloration or other defects is not acceptable. Defective plaster work shall be removed and replaced with new plaster at the expense of the Contractor. Patching of defective work will be permitted only when approved by the Contracting Officer. Patching shall match existing work in texture and color. Paint shall designated for exterior use, with less than .06% lead by weight. Stucco shall be painted with one coat of primer and two coats of finish paint, color to be selected by the Contracting Officer from the color board provided by the Contractor.

4.10.2 Interior walls shall be plaster applied in a similar manner as exterior stucco. Paint with 2 coats of semi-gloss off-white with less than .06% lead by weight color to be selected by the Contracting Officer from the color board provided by the Contractor.

4.10.3 Ceilings of Barracks, and Headquarters, shall be plaster applied in 2 coats over wire mesh, which is to be stapled to the 2cm x 6cm wood battens. Paint ceiling with 2 coats of flat white, with less than .06% lead by weight. Gypsum board may be used in lieu of plaster but framing supports for Gypsum board shall be as follows: For ½" thick gypsum board structural fastener supports shall be not further apart than 40 cm. If gypsum board is thicker follow guidelines in ASTM C 840 for supports and fastener frequency

4.10.4 Ceilings of Dining Facility shall be exposed concrete painted with 2 coats of flat white, with less than .06% lead by weight.

4.10.5 Paint all exposed wood fascia, soffit, and doors with 2 coats of gloss enamel, white.

4.10.6 Exposed exterior steel trim, frames, doors and pipe railings: Paint with one coat oil-based primer, with 2 coats of oil-based alkyd gloss enamel, color to be selected by the Contracting Officer from the color board provided by the Contractor.

4.10.7 Exposed wood trim, frames and doors: Paint with one coat oil-based primer, 2 coats of gloss enamel, color to be selected by the Contracting Officer from the color board provided by the Contractor

4.10.8 Tile: Tile work shall not be performed unless the substrate and ambient temperature is at least 10 degrees C and rising. Temperature shall be maintained above 10 degrees C while the work is being performed and for at least 7 days after completion of work. Upon completion, tile surfaces shall be thoroughly cleaned in accordance with manufacturer's approved cleaning instructions. Acid shall not be used for cleaning glazed tile. Floor tile with resinous grout or with factory mixed grout shall be cleaned in accordance with instructions of the grout manufacturer. After the grout has set, tile wall surfaces shall be given a protective coat of a non-corrosive soap or other approved method of protection.

4.10.8.1 Floors in wet areas shall be 30cm x 30cm terrazzo tile with thin set mortar. Joints shall be 2-3mm. Waterproof gray grout shall be applied the full depth of the tile. Floors shall slope, minimum 1/50, to floor drains. Slope shall be obtained with sloping mortar bed of minimum 2cm thickness. Provide continuous waterproofing membrane beneath sloping mortar bed, turn up wall 30cm behind wall base. Membrane shall be fully sealed at joints and shall shed water into body of floor drain. Color of tile shall be

selected by the Contracting Officer from samples provided by the Contractor.

4.10.8.2 Floors in administration areas/living quarters and corridors shall be 30cm x 30cm terrazzo tile with thin set mortar. Joints shall be 2-3mm. Waterproof gray grout shall be applied the full depth of the tile. Color of tile shall be selected by the Contracting Officer from samples provided by the Contractor.

4.10.8.3 Walls in wet areas shall be tiled with 150mm x 150mm glazed ceramic tile up to 2 meters above the floor to include interior of toilet stalls, showers and behind sinks. Joints shall be 2-3mm. Waterproof gray grout shall be applied full depth of the tile. Grout shall cure for 72 hours and then be sealed with a commercial grout sealant in two coats. Color of tile shall be selected by the Contracting Officer from samples provided by the Contractor.

4.10.9 The ablution drain areas shall be recessed below the floor level 20cm and lined with ceramic tile. Ceramic tile shall extend up the wall past the water spigots to a height of 2m above finished floor. Seats shall be formed concrete with terrazzo tile finish to match the floor, 30cm x 30cm x 30cm high finished dimensions. Color of ceramic tile shall be selected by the Contracting Officer from samples provided by the Contractor. Spacing between tiles shall be similar to terrazzo tile.

4.10.10 All other floors are to be completely cleaned and painted with floor enamel. Color to be selected by the Contracting Officer from samples provided by the Contractor.

4.10.11 Kitchen in Dining Facility shall be covered with terrazzo flooring. Walls in kitchen shall be ceramic tile up to 2m above finished floor. Floor in Dining area shall be painted concrete.

4.11 SPECIALTIES

4.11.1 Mirrors

0.6m x 0.9m, 6mm plate glass, shall be mounted above all lavatories. Mount bottom of mirrors 1.1m above finished floor.

4.11.2 Toilet Paper Holders

Toilet paper holders, stainless steel, shall be installed approximately 20 cm above floor in Eastern Toilets.

4.11.3 Shower Curtain Rods & Shower Curtain

Shower curtain rods, stainless steel, heavy duty, 18 gauge shall be mounted between the screen walls of each shower stall. Mount rod at 2.0m above finished floor. Provide a shower curtain with support rings for each shower stall.

4.11.4 Grab Bars

Stainless steel grab bars, heavy duty, 18 gauge, two each 900mm and 1050mm long, 40mm dia. shall be mounted behind and beside all eastern toilets.

4.11.5 Paper Towel Dispensers

Paper towel dispensers, 0.683 mm Type 304 stainless steel, surface mounted. Furnish tumbler key lock locking mechanism.

4.11.6 Light Duty Metal Shelf

Provide a 600mm long, light duty stainless steel shelf and brackets over each lavatory.

4.11.5 Cold Storage Rooms

4.11.5.1 Contractor shall provide the Contracting Officer shop drawings for approval of appropriately sized walk-in refrigerators and freezer to include proposed manufacturer, construction details,

manufacturer's instructions, evacuation and charging procedures, operation and maintenance date, start-up and initial operational tests.

4.11.5.2 Walk-in coolers shall be panel type modular construction. Doors shall be swing type. Refrigeration equipment shall be remote located on the exterior of the building. Provide a temperature/ alarm system. Provide interior lighting with exterior switch. Floors of cool rooms shall be insulated panelized construction from the manufacturer of the cool rooms. The concrete floor will not be depressed.

4.11.5.3 Refrigeration piping shall be annealed or hard drawn seamless copper tubing in conformance with ASTM B280. Refrigeration systems shall be remote type.

4.11.5.4 Electrical characteristics shall match local power 400v/3ph/50Hz and 220v/1ph/50Hz.

4.11.5.5 Preservation and packing shall be commercial grade.

4.11.5.6 Provide a recording thermometer.

4.11.5.7 Provide temperature alarm with connector to remote temperature alarm.

4.11.5.8 Provide outdoor condensing unit cover and security fence or wall to protect outside units. Provide condensing unit outdoor controls for operation down to –18 degrees C ambient temperature.

4.11.5.9 Refrigeration Equipment

Refrigeration equipment shall be designed for remote installation. Design units for 16 to 18 hour operation at the indicated interior temperature in –18 degree C ambient temperature. Capacities, air delivery, and dimensions shall be as indicated. Remote condensing units shall be factory fabricated and rated in accordance with UL303 and ARI 365. Provide with motor, air cooled condenser, receiver, compressors, mounted on a common base. Compressors shall be hermetic type. Evaporators shall be factory fabricated and rated in accordance with UL 412 and ARI 420. Forced convection, unit cooler type, made to suspend from the ceiling panels, with forced air discharged parallel to the ceiling. Provide with air circulating motor, multi-fin tube type coil and grille assembled within a protective housing. Air circulation motors shall be lifetime sealed, and the entire unit-cooler assembly shall be accessible for cleaning. Provide a drip pan and drain connection. When the cold storage room is used for freezing, provide an automatic electric heat defrosting system. Provide a timer type defrost controllers.

4.11.5.9.1 Provide condensate drain lines and drains below freezer floors with electric heating cable, thermostatically controlled to maintain 10 degrees C at zero flow rate. Cable shall be sized in accordance with manufacturer's recommendations.

4.11.5.9.2 Submit a copy of installation instructions to the Contracting Officer covering both assembly and installation of the refrigeration equipment prior to start of work. Start up and initially operate the systems upon completion of the installation of the equipment and refrigerant piping. Adjust the safety and automatic controls to place them in operating sequence. Record manufacturer's recommended readings hourly. Operational test shall cover a period of not less than 24 hours. Upon completion of Operational test the systems shall be performance tested. Test duration shall not be less than 8 hours. Test shall include the following information to be in the report with conclusions regarding the adequacy of the systems:

Time, dates and duration of tests:

- Inside dry-bulb and wet-bulb temperatures maintained in each room during the tests employing recording instruments calibrated before the tests.

- Outside dry-bulb and wet-bulb temperatures obtained from recording instruments calibrated and checked hourly with a sling psychrometer.

- Evaporator and condenser entering and leaving temperatures taken hourly with the compressors in operation.

- The make, model, and capacity of each evaporator and condensing unit.

- Voltmeter and ammeter readings for condensing units and evaporators.

4.11.5.9.3 Provide chart showing the layout of the refrigeration systems, including piping, valves, wiring, and control mechanisms. Submit printed instructions covering the maintenance and operation of refrigeration equipment. Tag shutoff valves in accordance with the instructions. Provide any special tools necessary for repair and maintenance of the systems.

4.11.5.9.4 Remove any packing material. Wash and clean floors, walls, ceilings and equipment inside of cool rooms. Wash and clean exposed surfaces on outside.

4.11.5.9.5 Upon completion of the work and at a time designated by the Contracting Officer, provide instruction to designated personnel in the operation and maintenance of each refrigeration system. The period of instruction shall not be less than one 8-hour day.

4.12 STANDARDS

The Contractor should use the following American standards to provide sound structural design if local standards are not available, relevant, or applicable. The Contractor shall follow American Concrete Institute Standards for design and installation of all concrete structures.

Concrete	280.0 kg./sq.cm cylinder strength @ 28 days (ASTM-. C 31M)
Steel Reinforcement	4218.0 kg./sq.cm(Fy= 60.0 ksi),yield strength.
Welded Wire Fabric	ASTM A185
Anchor Bolts	ASTM A307 using A36 steel.
Concrete Masonry Units	ASTM C90, Type I (normal wt, moisture Cntrl).
Mortar	ASTM C270, Type S (Ultimate compressive strength of 130.0 kg/sq. cm.)
Proportion 1 part cement, 0-1/2 part lime and 4-1/2 parts aggregate)	
Grout	ASTM C476 (Slump between 200 mm to 250 and Compressive Strength 14 MPa (2000 psi) at 28 days).
Joint Reinforcement	Standard 9 gage minimum, Ladder Type
Structural Steel	ASTM A36: 2530.0 kg./sq.cm (Fy = 36,000psi)
Welding	AWS (American Welding Society) D1.1-2002.

5. STRUCTURAL

5.1 GENERAL

Design shall be performed and design documents signed by a registered professional architect and/or engineer. Calculations shall be in SI (metric) units of measurements. All components of the building shall be designed and constructed to support safely all loads without exceeding the allowable stress for the materials of construction in the structural members and connections.

5.2 STANDARDS

5.2 STANDARDS

The Contractor should use the following American standards to provide sound structural design if local standards are not available, relevant, or applicable. The Contractor shall follow American Concrete Institute Standards for design and installation of all concrete structures. See Section 4.2 for Specifications and additional Standards.

Concrete	280.0 kg./sq.cm cylinder strength @ 28 days (ASTM-. C 31M)
Steel Reinforcement	4218.0 kg./sq.cm(Fy= 60.0 ksi),yield strength.
Welded Wire Fabric	ASTM A185

Anchor Bolts	ASTM A307 using A36 steel.
Concrete Masonry Units	ASTM C90, Type I (normal wt, moisture Cntrl).
Mortar	ASTM C270, Type S (Ultimate compressive strength of 130.0 kg/sq. cm.) Proportion 1 part cement, 0-1/2 part lime and 4-1/2 parts aggregate)
Grout	ASTM C476 (Slump between 200 mm to 250 and Compressive Strength 14 MPa (2000 psi) at 28 days).
Joint Reinforcement	Standard 9 gage minimum, Ladder Type
Structural Steel	ASTM A36: 2530.0 kg./sq.cm (Fy = 36,000psi)
Welding	AWS (American Welding Society) D1.1-2002.

5.3 DEAD AND LIVE LOADS

Dead loads consist of the weight of all materials of construction incorporated in the buildings. Live loads used for design shall be in accordance with the American Society of Civil Engineers, ASCE STANDARD, and Minimum Design Loads for Buildings and Other Structures, ASCE 7, edition as referenced herein.

5.4 WIND LOADS

Wind loads shall be calculated in accordance with ASCE 7 using a "3-second gust" wind speed of 125 km/hr. All facilities shall be classified as a minimum of Category II in accordance with Table 1-1 in ASCE 7, referenced herein.

5.5 SEISMIC

The building and all parts thereof shall be designed for the seismic requirements as defined by the International Building Code referenced herein. Site-specific data: Spectral ordinates SS=1.65g and S1=0.75g. Soil profile, Site Class D.

5.6 STRUCTURAL CONCRETE

Concrete structural elements shall be designed and constructed in accordance with the provisions of the American Concrete Institute, Building Code Requirements for Structural Concrete, ACI 318, latest edition. A minimum cylinder compressive strength of 4000 psi (28 mPa) shall be used for design and construction of all concrete. Reinforcing steel shall be deformed bars conforming to American Society for Testing and Materials (ASTM) publication ASTM a 615, Deformed and Plain Billet-Steel Bars for Concrete Reinforcement. Concrete at or below grade shall have maximum water-cement ration of 0.40. No concrete shall be placed when the ambient air temperature exceeds 32 degrees C (90 degrees F) unless an appropriate chemical retardant is used. In all cases when concrete is placed at 32 degrees C (90 degrees F) or hotter it shall be covered and kept continuously wet for a minimum of 48 hours. Concrete members at or below grade shall have a minimum concrete cover over reinforcement of 3” (75 millimeters).

5.7 MASONRY

Masonry shall be designed and constructed in accordance with the provisions of Building Code Requirements for Masonry Structures, ACI 530/ASCE 5/TMS 402, latest editions. Mortar shall be Type S and conform to ASTM C 270, latest edition. Masonry shall not be used below grade, unless for fully reinforced and grouted foundation stem walls.

5.8 STRUCTURAL STEEL

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

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5.9 METAL DECK

Deck units shall conform to SDI Pub. No. 29. Panels of maximum possible lengths shall be used to minimize end laps. Deck units shall be fabricated in lengths to span three or more supports with flush, telescoped or nested 50 mm (2 inch) laps at ends, and interlocking, or nested side laps. Metal deck units shall be fabricated of steel thickness required by the design and shall be galvanized.

5.10 OPEN WEB STEEL JOIST

Open web steel joists shall conform to SJI Specifications and Tables. Joists shall be designed to support the loads given in the standard load tables of SJI Specifications and Tables.

5.11 FOUNDATIONS

Foundations shall be in accordance with the Geotechnical requirements of this RFP.

7. MECHANICAL

7.1 GENERAL

Heating and cooling shall be provided by the use of multi-speed ceiling fans and wood heaters in all buildings, including the guard shacks/towers, supplemented with electric space heaters where space does not permit installation of wood heaters, such as small guard shacks. Wood stoves shall be installed in accordance with local standards, complete with exhaust stacks to ventilate smoke to the outside environment.

Split Pack Air Conditioning, in addition to ceiling fans, should be provided for the Communications Rooms.

7.2 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.

7.3 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.

7.4 DESIGN CONDITIONS

Provide computer generated heating and cooling load analysis using the ASHRAE Fundamentals methodology for facilities as required. Based on the location of the project, the designer shall select outside design conditions from standard climatological data sources. The indoor design conditions are provided below

7.4.1 Outside Design Conditions

Latitude – To be determined from project location in Section 01010, Statement of Work.
Longitude – To be determined from project location in Section 01010, Statement of Work
Elevation – To be determined from project location in Section 01010, Statement of Work
Summer
Dry Bulb Temperature: determined from climatological data
Wet Bulb Temperature: To be determined from climatological data.
Winter
Dry Bulb: to be determined from climatological data.

7.4.2 Indoor Design Condition

Summer – 25.6 deg C & 50% RH
Winter – 20 deg C

7.4.3 Noise Level

Noise levels inside occupied spaces generated by HVAC systems shall not exceed NC 35.

7.4.4 Heating, Ventilation and Air Conditioning Requirements

Heating, ventilation, and air-conditioning equipment shall be proposed by the contractor and approved by the U.S. Government to meet heating and cooling requirements. The facility shall be designed using engineering techniques to encourage natural ventilation during the summer. Where building design limits adequate airflow the designer shall provide mechanical ventilation methods such as exhaust/ventilation fans to insure proper air changes. The air change rate shall be calculated using ASHRAE Fundamental methodology. The HVAC requirements are shown in the following table:

Heating Ventilation and Air Conditioning Requirements			
Facility Type	**Cooling**	**Heating**	**Venitlation**
Headquarters (All Types)	Communication Room Only	Elec cabinet heaters	Ceiling Fans
Officer's Barracks	Not Required	Wood Stoves	Ceiling Fans
Male Enlisted Barracks	Not Required	Wood Stoves	Ceiling Fans
Female Barracks	Not Required	Wood Stoves	Ceiling Fans
Clinc	Not Required	Elec cabinet heaters	Ceiling Fans
Dining Facility	Not Required	Elec. Unit Heater	Ceiling Fans
Toilet/Shower/Latrine	Not Required	Elec. Unit Heater	Not Required
Logistics Supply Point	Not Required	Elec Unit heaters	Not Required
Fuel Point	Not Required	Not Required	Not Required
POL Building	Not Required	Not Required	Ceiling Fans
Guard Tower	Not Required	Elec cabinet heaters	Ceiling Fans
Guard House	Not Required	Elec cabinet heaters	Not Required
Gate House	Not Required	Elec cabinet heaters	Not Required
Munitions Storage	Not Required	Not Required	Not Required
Motor Pool Building	Not Required	Elec Unit Heaters	Not Required

7.5. Air Conditioning Equipment

Split System (Ductless) Heat Pump

Unit shall be a split type, factory made assembly, consisting of an indoor section and an outdoor section, designed to work together to provide year round heating and cooling, air-circulating, ventilating, air-cleaning, and dehumidifying functions. The separate sections shall be standard commercial products of the same manufacturer, and shall have ratings based on their being used as matched assemblies. Minimum Coefficient of Performance (COP) shall be 2.9. Minimum Seasonal Energy Efficiency Ratio (SEER) shall be 10. Refrigerant shall be non-CFC.

Indoor Section
Indoor section shall be a factory assembled unit consisting of indoor coil, centrifugal blower, motor, motor controls, filters, electric resistance heaters, enclosure, and condensate pan, with controls, relief devices, piping, wiring, controls and accessories required for operation. Outlet grille shall be constructed to permit adjustable directional air flow. Unit shall be wall mounted console type construction. The sound level rating shall be less than 45 decibels (dB).

Outdoor Section
Outdoor section shall be a factory assembled unit consisting of outdoor coil, propeller type fans arranged for horizontal discharge, refrigerant circuit with filter-dryer, and hermetically sealed compressor with crankcase heater, internal overload protection and pressure relief valve, all contained in a weather resistant outer casing. Defrost controls, and necessary tubing, piping, controls, control circuits, and

required accessories shall be provided. System shall be factory pre-charged with oil and refrigerant. Air inlet and discharge grilles with bird screens shall be provided. The sound level rating shall be less than 60 dB. The unit shall be mounted on a fabricated metal stand a minimum of 300mm above the ground.

Electrical Requirements
Each section shall be equipped with a main power panel and shall include complete branch circuit protection for every electrical component. Main power panel shall completely protect the unit from primary single phasing and over current. Fuses and protective devices shall be provided by the manufacturer and installed at the factory. All components of the main power panel and all control devices shall be UL listed. Wiring shall be in accordance with UL and NFPA 70 requirements. Equipment shall operate on 230 volt, single phase, 50 hertz electrical service.

Controls
A switch with fan/off/cool positions, shall be mounted in the unit or with the remote thermostat. Thermostat shall be remotely mounted where shown on the drawing.

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.

Submittals
Cooling and heating load calculations
Equipment and Performance Data
Manufacturer's catalog data shall be submitted for the following items:
Air-Conditioning Systems, Compressor, Cooling Coil, Fans, Controls, Casing, Filters, Condenser, Vibration Isolation, Operation and Maintenance Manuals
Routing and size of refrigerant piping

7.6 VENTILATION AND EXHAUST SYSTEMS

7.6.1 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.

7.6.2 Submittals

The Contractor shall submit the following for the equipment to be provided under this section of the specification: manufacturer’s data including performance characteristics at design conditions; catalog cuts showing dimensions, performance data, electrical requirements, compliance with standards as stated in paragraph CODES, STANDARDS AND REGULATIONS; drawings indicating location and installation details.

7.7 ELECTRIC RESISTANCE HEATERS

7.7.1 Unit Heater. Provide a self-contained electric heating unit, suspended from ceiling or structure, with fan and heating elements. Provide control-circuit terminals and single source of power supply with disconnect. Heating wire element shall be nickel chromium. Include limit controls for overheat protection of heaters. Provide tamper resistant integral thermostat.

7.7.2 Cabinet Heater. Provide a self-contained electric heating unit, recessed mounted in wall or structure, with fan and heating elements. Provide control-circuit terminals and single source of power supply with disconnect. Heating wire element shall be nickel chromium. Include limit controls for overheat protection of heaters. Provide tamper resistant integral thermostat.

7.7.3 Submittals. The Contractor shall submit the following for the equipment to be provided under this section of the specification: manufacturer's data including performance characteristics at design conditions; catalog cuts showing dimensions, performance data, electrical requirements, compliance with standards as stated in paragraph CODES, STANDARDS AND REGULATIONS; drawings indicating location and installation details.

7.8. CEILING FANS

7.8.1 Ceiling Fan

Provide 1320mm blade ceiling fans at one per 40 square meters of floor space. Fans shall have reversible motors. Center or distribute evenly in room. Coordinate placement with the lighting plan to prevent conflict or casting shadows. Fan mount shall be flush, standard, or angle mount depending on ceiling height. Fan shall be mounted such that the fan blade is approximately 2.44 meters above the finished floor. The fan shall be provided with out light kit. The finish shall be factory painted white. The controls shall be from either a single pole switch or from two 3 way switches to provide on/off operation. The electrical supply shall be 230volts, single phase, and 50 hertz. Install per manufacturers' instructions.

7.8.2 Submittals.

The Contractor shall submit the following for the equipment to be provided under this section of the specification: manufacturer's data including performance characteristics at design conditions; catalog cuts showing dimensions, performance data, electrical requirements, compliance with standards as stated in paragraph CODES, STANDARDS AND REGULATIONS; drawings indicating location and installation details.

7.9 WOOD STOVE SPACE HEATING

7.9.1 Provide Cast Iron stoves, minimum cast iron wall thickness shall be 5mm. Install with adequate clearances per manufactures installation guide. Route the chimney runs inside the building envelope (inside the heated space) so air and flue gases stay at least as warm as the air in the building until they are expelled outside. The chimney shall penetrate the highest part of the building envelope so the chimney functions better. The chimney shall be tall enough and its top is clear of obstacles to wind flow so it can produce stable draft and it has a chimney (rain) cap because without one any chimney is vulnerable to adverse wind pressures. The chimney flue shall be insulated and be the correct size for the appliance so flue gases are kept warm and flow quickly through the system. The flue pipe, if used, shall run straight up from the appliance to the chimney and the chimney has no offsets because each change in direction presents resistance to flow. The appliance and venting system shall be reasonably well-sealed to prevent leaks that introduce cool air and make the system more vulnerable to adverse pressures. The stove shall be certified for low smoke emissions or have equivalent characteristics so it is unlikely to smolder. The system shall be installed in a building that has a balanced ventilation system. There shall be no exhaust fan in the stove exhaust.

7.9.2 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; drawings indicating location and installation details.

7.10 Wood Stove Cooking

Cooking area shall be provided canopy type exhaust only kitchen hoods and associated exhaust fans. These exhaust hoods shall include baffle type aluminum filters to trap grease/oil. The exhaust fan sizing calculations should recognize the use of wood burning stoves in the kitchen, and that there will be excessive smoke loading due to the use of these type of stoves for cooking. Sizing should accommodate

all wood burning stoves running simultaneously. Additionally, the placement of the exhaust hood should allow enough clearance for an average sized male to stand on top of the stove platform unobstructed, for standing on the stove is common local cooking practice. The higher than average placement of the hood will require the extension of the lip of the hood out further than normal, in order to catch the majority of the smoke and adequately vent the area.

Make-up air for kitchen hood exhaust shall be pulled in from roof mounted louvered penthouse filter air intake and from adjoining Kitchen/Dining areas.

7.11 TEST ON COMPLETION

7.8.1 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.

7.8.2 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

8. PLUMBING

8.1 SYSTEM REQUIREMENTS

Domestic water and waste systems shall be provided to each area with fixtures requiring water and/or waste connections such as toilets, etc. The entire water system shall include cold water to each fixture as well as to a water heater. Hot water shall be distributed to all lavatories, sinks, showers, etc. normally requiring hot water. Design of the water distribution and waste systems shall be in complete accordance with the requirements of the National Standard Plumbing Code (NAPHCC-01, latest edition). The Contractor shall design, furnish, install and test a domestic water supply system for each showers/latrines. Mechanical equipment shall be housed inside an insulated enclosure designed for year around operation and suitably protected from weather elements. Contractor shall design and install a domestic water tank system that can be easily converted to a permanent system in the future.

8.2 PIPING MATERIALS

Domestic water shall be distributed by means of PVC (cold water only), CPVC (cold or hot water) or copper for the pressure to be utilized. PVC and CPVC shall not be used in areas where it will be exposed to outdoor sun.

8.3 FIXTURES

All plumbing fixtures shall be provided with p-traps and shall be vented to the roof per International Plumbing Code, latest edition.

8.3.1 Eastern Style Water Closet with Flush Tank

Provide acid resisting fired porcelain enameled cast iron water closet complete with rotating No-Hub 'P' trap and No-Hub coupling to meet piping requirements. Eastern Style water closet shall be furnished with integral non-skid foot pads and bowl wash down non-splashing flushing rim. The water closet shall be completely self supporting requiring no external mounting hardware and shall be flush with floor. The Eastern Style water closet shall incorporate waterproofing membrane flashing flange. Provide wall mounted faucet. Toilets shall be oriented north and south. Toilets shall not face east or west.

8.3.2 Urinals

Not required.

8.3.3 Lavatories

All sinks shall be trough type constructed of block and concrete with ceramic tile exterior and lining capable of withstanding abuse. Faucets shall be chrome plated brass single lever mixing type.

8.3.4 Water Heater

Electric type water heaters shall conform to UL 174 with dual heating elements. Each element shall be 4.5 KW. The elements shall be wired so that only one element can operate at a time. Each water heater shall have controls with an adjustable range that includes 32 to 71 degrees C
A factory pre-charged expansion tank shall be installed on the cold water supply to each water heater. Expansion tanks shall be specifically designed for use on potable water systems and shall be rated for 93 degrees C 200 degrees F water temperature and 1034 kPa 150 psi working pressure. Electrical wiring shall be installed per the NEC and the manufacturer’s instructions. Piping and fittings for hot, cold, drain, and pressure temp connections shall be installed per the manufacturer’s recommendations.

8.3.5 Plastic Shower Stalls

Provide one piece or four piece white solid acrylic pressure molded fiberglass reinforced plastic shower stalls. Shower stalls shall be scratch resistant, waterproof, and reinforced. Provide recessed type shower stalls approximately 914 mm wide, 914 mm front to rear, 1829 mm high, and 125 high mm high curb with shower stall bottom or feet firmly supported by a smooth level floor. Provide PVC shower floor drains and stainless steel strainers. Install shower stall in accordance with the manufacturer's written instructions. Provide smooth 100 percent silicone rubber white bathtub calk between the top, sides, and bottom of shower stalls and bathroom walls and floors.

8.3.6 Scullery Sink (Kitchen Area)

Provide 14 gauge, type 304, (18-8) stainless steel, sink with drain board. Compartments shall be large enough to wash posts 1 meter in diameter. Sink shall be supported on four stainless steel legs. Sink shall have pre-drilled in backsplash at manufacturer for commercial faucet. Commercial faucet shall be solid brass construction, chrome finish, wall mount 203mm center arc tube.

8.3.7 Floor Drain and Shower Drain

Floor drains and shower drains shall consist of a galvanized body, integral seepage pan, and adjustable perforated or slotted chromium-plated bronze, nickel-bronze, or nickel-brass strainer, consisting of grate and threaded collar. Floor drains shall be cast iron except where metallic waterproofing membrane is installed.

8.3.8 Insulation

All domestic water pipe and fittings that are exposed and not inside an insulated wall shall be insulated, In addition all water pipe that is exposed shall also be covered with metal jacketing.

8.4 Vehicle Fuel Point

Provide separate storage and dispensing facilities for each grade or type of fuel to be dispensed. Unless otherwise stated in Section 01010, Statement of Work, the total amount of storage capacity in each station should be approximately twice the capacity of all vehicle fuel tanks, by grade or type of fuel, assigned to the activity. Minimum storage capacity for any grade or type of fuel is 19,000 L (5,000 gallons) unless otherwise stated. Provide underground horizontal fuel storage tanks. Use a commercially available dispenser with a self-contained electric motor and pumping unit or a remote pumping type where the pump and motor are located in the storage tank. Dispenser and nozzle shall be securable by means of standard padlock. Card and key lock access is not required. Surround fueling islands with a concrete slab graded at a minimum of 1 percent slope away from island and fuel storage tanks. Shelter for staff is not required. Design must comply with NFPA 30, NFPA 30A, API RP 1615, and UFC 3-460-01, Design: Petroleum Fuel Facilities.

8.5 Generator Fuel Storage

The work shall include the design, fabrication and installation of the entire fuel storage and dispensing type system. Tanks shall be skid mounted. Tanks will be provided with a either a dike or a spill containment system. The dike or spill containment system should have enough capacity for the entire contents of the tank plus 10 percent. Provide a molded neoprene isolation pad to isolate an aboveground tank from the concrete pad underneath. Steel tank supports specifically are prone to encounter premature rusting due to constant exposure to moisture and their incompatibility with concrete. Tank shall be designed and manufactured for horizontal installation. Tank shall be mounted on the tank manufacturer's standard support skid. Skid shall span the entire length of the tank and shall separate the tank from the reinforced concrete slab by a minimum of 200 mm. Indicate on the drawings the number and size of each tank manway required. Tanks of 3,780 to 45,430 L to capacity will be provided with 760 mm diameter manways. Tanks larger than 45,430 L will be provided with 915 mm diameter manways. Tanks 3,780 L and larger will be provided with a minimum of 1 tank manway to allow for internal tank access. Piping will not penetrate through access manways. Tank shall be provided with a combination cleanout and gauge connection. Vent pipe sizing shall be not less than 32 mm nominal inside diameter Vent shall be the rupture disc type calibrated to burst at 13.8 kPa pressure, and operate at 80 percent of burst setting. Tank shall be provided with an overfill alarm system. Tank shall be provided with 2 stick gauges graduated in m and mm. Stick gauge shall be of wood and treated after graduating to prevent swelling or damage from the fuel being stored. Each storage tank shall be provided with an automatic analog reading gauge which is directly mounted to a tank's manway cover. Provide an in-line centrifugal pump or a submersible pump. Provide cathodic protection for metal components. Storage tanks shall be handled with extreme care to prevent damage during placement and shall be installed in accordance with the manufacturer's installation instructions Piping shall be inspected, tested, and approved before burying, covering, or concealing. Piping shall be installed straight and true to bear evenly on supports. Piping shall be free of traps, shall not be embedded in concrete pavement, and shall drain toward the corresponding storage tank. Any pipe, fittings, or appurtenances found defective after installation shall be replaced. Belowground nonmetallic pipe shall be installed in accordance with pipe manufacturer's instructions. Belowground piping shall be laid with a minimum pitch of 25 mm per 6 m. A tightness test shall be performed on each aboveground storage tank. The tests shall be performed prior to making piping connections. Tests shall be capable of detecting a 0.1 mL/s leak rate from any portion of the tank while accounting for effects of thermal expansion or contraction. Each storage tank shall be pressurized with air to 35 kPa and monitored for a drop in pressure over a 2-hour period during which there shall be no drop in pressure in the tank greater than that allowed for pressure variations due to thermal effects. Following the tank tightness test, each storage tank shall be leak tested in accordance with the manufacturer's written test procedure if the manufacturer's test procedure is different from the tightness tests already performed. Each storage tank shall be filled with the proper fuel.

Submittals:
Manufacturer's standard catalog data
Installation Manual
Operation and Maintenance Manuals

Tests Results:
Six copies of each test containing the information described below in bound letter-size booklets. Individual reports shall be provided for the storage tank tests, the piping tests, the system performance tests, the high level alarm test, and the system leak tests. Drawings shall be folded blue lines, with the title block visible.
a. The date the tests were performed.
b. A list of equipment used, with calibration certifications.
c. A copy of measurements taken.
d. The parameters to be verified.
e. The condition specified for the parameter.
f. The inspection results, signed, dated, and certified by the installer. The certification shall state that required procedures were accomplished, that the procedures were conducted in compliance with the plans and specifications.
g. A description of adjustments performed.

8.6 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, and drawings indicating location and installation details.

9. FIRE PROTECTION

9.1 GENERAL

Facility construction and fire protection systems shall be installed in accordance with the publications listed herein and the publications referenced therein. Where a conflict occurs among various criteria, the more stringent requirement shall take precedence.

9.2 BUILDING CONSTRUCTION

Building construction shall conform to fire resistance requirements, allowable floor area, building height limitations and building separation distance requirements of the building code.

9.3 LIFE SAFETY

Facilities features will be provided in accordance with NFPA 101, among other references, to assure protection of occupants from fire or similar emergencies.

9.4 FIRE PROTECTION EQUIPMENT

Per user, a sprinkler system is not required.

9.5 FIRE ALARM AND DETECTION

9.5.1. General. The Contractor shall provide install, connect and test a fire, smoke, and carbon monoxide detection and alarm system. The system shall include, but not be limited to, detection devices, manual pull stations, annunciators, conduit, and wiring. The system shall comply with requirements of NFPA Standard No. 72. The detection and alarm devices shall have battery backup power. Connection to a remote monitoring station is not required.

9.5.2. Submittals

Shop Drawings. Provide sufficient information to determine compliance with drawings and specifications. Include manufacturer's name(s), model numbers, ratings, power requirements, equipment layout, device arrangement, complete wiring point-to-point diagrams, and conduit layouts. Show annunciator layout, configurations, and terminations.

Manuals. Provide complete operating and maintenance manuals listing the manufacturer's names, including technical data sheets. Provide a clear and concise description of operation that gives the information required to properly operate the equipment and system.

9.5.3. Warranty. All work performed and all material and equipment furnished under this contract shall be free from defects and shall remain so for a period of at least one (1) year from the date of acceptance. The full cost of maintenance, labor and materials required to correct any defect during this one year period shall be the responsibility of the Contractor.

9.6 WATER SUPPLY FOR FIRE PROTECTION

Water supply for fire protection is not required.

9.7 PORTABLE FIRE EXTINGUISHERS

Portable fire extinguishers shall be provided inside all facilities and at exterior locations as required in accordance with NFPA 10. Generally, extinguishers will be of the multi-purpose dry chemical type except for occupancies requiring a special type extinguisher (e.g., carbon dioxide portable fire extinguishers for electrical rooms).

10. ELECTRICAL

10.1 GENERAL

Contractor shall design and construct all electrical systems. This includes design, construction, all necessary labor, equipment, and material for a fully functional system. Secondary electrical distribution system shall be 220/380 volt, 3-phase, 4 wire, 50 hertz. Design of the electrical system shall include, but is not limited to (a) interior secondary power distribution system, (b) lighting and power branch circuit and devices, (c) fire detection and alarm system, (d) generation, and (e) power distribution. All systems shall be designed for the ultimate demand loads, plus 20% spare capacity.

10.2 Design Criteria

10.2.1 Applicable Standards

a. Design shall be in the required units as stipulated herein.
b. Conflicts between criteria and/or local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, all available information shall be furnished to the Contracting Officer for approval.
c. All electrical systems and equipment shall be installed in accordance with NFPA 70, UFC 3-540-04N (Diesel Electric Generating Plants), UFC 3-550-03FA (Design: Electrical Power Supply and Distribution), UFC 3-520-01, Interior Electrical Systems, 10 June 2002 and Army TM 5-811-01 (Electrical Power Supply and Distribution) requirements..
d. Acceptance Testing: Contractor shall develop and submit for approval complete acceptance test procedures on all systems provided. As a minimum the testing procedures shall comply with the requirements of NFPA 70 (NEC) and International Electrical Testing Association Inc. (NETA).
e. Any other applicable references listed herein.

10.3 Material:

10.3.1 General:

Contractor shall follow the latest edition of the following standards and criteria for the design and installation of electrical systems:

UFC 3-600-01 Design: Fire Protection Engineering for Facilities
National Electrical Safety Code (IEEE C2)
National Fire Protection Association Codes including:
- NFPA 70, National Electrical Code, 2005 edition
- NFPA 72, National Fire Alarm Code, 2002 edition
- NFPA 90A, Air Conditioning and Ventilating Systems, 2002 edition
- NFPA 101, Life Safety Code, 2003 edition
- NFPA 110, Standard for Emergency and Standby Power Systems 2005

Illuminating Engineering Society of North America Lighting Handbook
UFC 3-550-03FA Design Electrical Power Supply and Distribution 1 March 2005
TM 5-811-3 Electrical Design: Lightning and Static Electricity Protection
TM 5-811-7 Electrical Design: Cathodic Protection
ETL 1110-3-440, Cathodic Protection
ETL 1110-3-474, Cathodic Protection
IEEE standard 519-1992
UFC 3-520-01 Interior Electrical Systems, 10 June 2002
UFC 3-530-01AN Design: Interior and Exterior Lighting and Controls 19 Aug 2005
UFC 3-540-04N Design: Diesel Electric Generating Plants 16 Jan 2004
UFC 3-550-03FA Design: Electrical Power Supply and Distribution Systems 1 Mar 2005
UFC 3-501-03N Electrical Engineering Preliminary Considerations
UL 467 Grounding and Bonding Equipment
Institute of Electrical and Electronics Engineers, IEEE 48
International Electrical Testing Association Inc. (NETA) Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems
EIA ANSI/TIA/EIA-607: (1994) Commercial Building Grounding/Bonding Requirement Standard
ETL 1110-3-412, “Transformer Application Guide”, 20 Oct 1989
EIA ANSI/TIA/EIA-607: (1994) Commercial Building Grounding/Bonding Requirement Standard.
ANSI/IEEE Std 81-1983
IEEE Std 81.2-1991
IEEE Std 62™-1995 (R2005)
IEEE 519 - 1992
ANSI/NETA ETT-2000
ANSI/NETA MTS 7.2.2-2001
MIL-HDBK-1012/3

Unless noted otherwise, all material used shall be in compliance with the requirements of UL standards. In the event that UL compliant materials are not available, contractor may then select applicable British Standards (BS), IEC or DIN listed material, but the contractor must prove equivalence and must provide the government with a full copy of the relevant specification(s). Material and equipment installed under this contract shall be for the appropriate application and installed in accordance with manufacturers recommendations.

10.3.2 Standard Product:

All material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least two (2) years prior to bid opening.

10.3.3 Design Conditions: All equipment shall be rated and designed for 50 degrees Celsius (122 degrees Fahrenheit) and minimum elevation of 1800 meters (5900 feet) above sea level.

10.3.4 Restrictions: Aluminum conductors shall not be specified or used. Aluminum windings shall not be permitted on transformers.

Transformers, if required, shall be of the dead-front, pad-mounted type.

10.4 Design Requirements

10.4.1 Electrical Distribution System

Generators shall be provided for on site power. Generators shall be provided in a minimum of two (2) set-configuration to serve the maximum total load plus 20% spare capacity. **Backup generators (capacity above 120% demand load) shall NOT be required for this project.** Generators shall be pad mounted within an enclosure rated for exterior use. An Automatic Synchronizing Transfer Switch shall be provided for automatic transfer of power when switching from one generator to another when the electrical demand load is below 90% of a single generator, and shall automatically start and synchronize the second generator when the first is operating above 90% capacity so as to allow both generators to equally share the demand load. When only one generator is required, transfer between generators shall be fully automated with a programmable time clock. Generators shall be fitted with load banks matched to the load. Generators design shall be governed by the NEC, NESC, UFC 3-550-03FA (Design: Electrical Power Supply and Distribution), UFC 3-540-04N (Diesel Electric Generating Plants), and Army TM 5-811-01 (Electrical Power Supply and Distribution).

The Contractor shall perform a short-circuit current and relay coordination study for the complete generation system. Based on the results of this study he shall determine the proper time, pick-up, and trip ratings for the protective devices. The Contractor shall evaluate the complete system existing and new, for proper protection and coordination. The report shall be submitted to the Contracting Officer for approval.

Generator fuel storage capacity shall be based on usage at total electrical load for a minimum of 30 days at full load for the entire duration. Fuel storage shall either be in aboveground single wall steel tank(s) with containment pit or underground double wall with leak detection. The contractor shall provide and install properly sized service entrance feeder from the generator system to the service entrance equipment located inside of each facility. Service entrance equipment shall include a distribution panel board properly sized to feed each facility. Contractor shall coordinate with the Contracting Officer in locating the main distribution panel board(s) as close as possible to the corresponding ATS.

All panel boards shall be circuit breaker ‘bolt-on’ type panels. Minimum size circuit breaker shall be rated at no less than 16-amperes. Circuit breakers shall be connected to bus bar(s) within the panel boards. Daisy chain (breaker-to-breaker) connection(s) are not acceptable. Indoor distribution panels shall be flush mounted in finished areas and surface mounted in unfinished areas. All circuit breakers shall be labeled with an identification number corresponding to the panel schedule. A 3-pole circuit breaker shall be a single unit and not made up of 3 single pole circuit breakers connected with a wire or bridged to make a 3-pole breaker. All wiring shall be copper, minimum $4mm^2$ (# 12 AWG) installed in metal conduit. Conductors shall be sized in accordance with NFPA 70. The use of 75 or 90 degree C (minimum) terminals and insulated conductors is required. Use of 75 degree C conductors on circuits with protective device terminals rated for 60 degree C is inappropriate. Wiring shall be recessed in finished areas and surface mounted in unfinished areas.

Flush mounted panels shall be provided with spare empty conduits from panel to unfinished area for future use. All panels shall be provided with a minimum of 20% spare capacity for future load growth. Power receptacles (outlets) shall be duplex type 220 V, 50 hertz and shall be compatible with the required secondary power. Outdoor receptacles shall be weather-proof and GFCI protected. Indoor receptacles near wet or damp locations shall be GFCI protected. Simplex outlets shall not be used unless specifically called for in another section of this RFP.

All splicing and terminations of wires shall be performed in a junction or device boxes. Proper wire nuts/connectors shall be used for splicing wire. No twist-wire connections with electrical tape wrapped around it shall be acceptable. All electrical installation shall be in accordance with NFPA 70 (National Electric Code). For large panels (225 Ampere and above) provide an ammeter, voltmeter and kilowatt-hour meter to monitor energy usage. Selector switch shall be provided for reading all 3 phases. Circuits shall be provided for all mechanical equipment and final connections made. Receptacle locations shall

be coordinated with architectural requirements.

Contractor shall provide (design and install) circuits for all mechanical equipment and any other equipment that requires power and make the final connections.

10.4.2 Lighting

Design levels shall be per IES and UFC 3-530-01AN (Design: Interior and Exterior Lighting and Controls), standards as a minimum. For convenience, the following lighting level table is listed. Note: all spaces listed below may not be within the work required within this contract.

Living room/Quarters	35 FC (350 Lux)
Toilets, Showers, Latrines	20 FC (200 Lux)
Mechanical/Electrical rooms	30 FC (300 Lux)
Corridors and Stairways	20 FC (200 Lux)
Offices (private)	50 h/5 v FC (500 h/50 v Lux)
Offices (open)	30 h/5 v FC (300 h/50 v Lux)
Kitchens (commercial)	50 h/3 v FC (500 h/30 v Lux)
Dining Areas	30 h/3 v FC (300 h/30 h Lux)
Conference	30 h/5 v FC(300 h/50 v Lux)
Video Conference	50 h/30 v FC (500 h/300 v Lux)
Armories	30 h/3 v FC (100 h/30 v Lux)
Worship (congregational areas)	10 h/3 v FC (100 h/30 v Lux)
Worship (leader area)	30 h/30 v FC (300 h/300 v Lux)
Egress path	10 Lux
Areas adjacent to egress path	0.5 Lux

FC = footcandle
H = horizontal component
V = vertical component

Indoor lighting for all areas shall consist of fluorescent surface mounted light fixtures. Exterior lighting will be installed as referenced. Moisture resistant/waterproof fluorescent light fixtures shall be provided in high humidity and wet areas such as latrines and showers. Battery powered ‘emergency’ and ‘exit’ lights shall be provided within each building, as applicable, for safe egress during a power outage. All light fixtures shall be factory finished, complete and operational, to include but not be limited to, lens, globe, lamp, ballast etc. Industrial type fluorescent light fixtures shall not be used, except in unfinished mechanical or electrical service rooms. Every room shall be provided with a minimum of one light switch, and there shall be a light switch at every door; if there is more than one entrance to a room, two-, three-, four- way switches shall be used, as appropriate. Light fixtures shall be mounted approximately 2.5-meters (8 feet) above finished floor (AFF), minimum. Fixtures may be pendant or ceiling mounted, depending on the ceiling type and height.

10.4.3 Light Fixtures

Lighting fixtures shall be a standard manufacturer’s product. Fluorescent surface mounted light fixtures shall be power factor corrected and equipped with high frequency electronic ballast(s). Lamps shall be selected in accordance with UFC 3-530-01AN (Design: Interior and Exterior Lighting and Controls). All light fixtures shall properly operate using standard lamps available locally. Fixtures shall be fully factory wired and designed for appropriate application i.e. appropriate for that location where installed.

10.4.4 Emergency “EXIT” Light Fixtures

Emergency “EXIT” light fixture shall be provided in accordance with NFPA requirements. Fixtures shall be single side and for wall/ceiling mounting. Unit shall illuminate continuously and be provided with self-contained nickel cadmium battery pack, to operate on floated-battery or trickle charge circuit. Fixture shall operate satisfactorily for 90 minutes during a power outage. Unit shall have test/re-set and lamp failure indication buttons. Primary operating voltage shall be 120 volts. Lettering “EXIT” shall be color red and

not less than 6 inches (150 mm) in height and on matte white background. Illuminations shall be with LEDs.

10.4.5 Above Mirror Lights

Above mirror lights shall be provided in toilet rooms.

10.4.6 Emergency Lighting

Battery powered emergency lights shall be provided within each building per NFPA for safe egress during power outage. Fixtures shall be provided with self-contained nickel cadmium battery pack to operate on stand-by circuit for 90-minute minimum. Unit shall have test/re-set and lamp failure indication buttons. Primary operating voltage shall be 220 volts.

10.4.7 Light Switches

Light switch shall be single pole. Minimum of one light switch shall be provided in every room. Lighting in large rooms/areas may be controlled from multiple switches. Three-way or Four-way lighting shall be provided in all rooms / areas with multiple entrances.

10.4.8 Receptacles

General-purpose receptacles shall be as required herein. Receptacles shall be placed at 3-meter (10 feet) intervals in general inside buildings. Duplex receptacles shall be placed above each sink, to the side of the mirror. One duplex receptacle may serve two sinks that are side-by-side. Receptacles in wet/damp areas or within 1 meter (~3 feet) of sinks, lavatories, or wash-down areas shall be ground fault circuit interrupter (GFCI) type or Residual Current Disconnect (RCD) type, with the trip setting of 30 milliamperes or less. Total number of duplex receptacles shall be limited to six (6) per 16-ampere circuit breaker.

10.4.9 Conductors

All cable and wire conductors shall be copper. Conductor jacket or insulation shall be color coded to satisfy local utility requirements. Conductors shall be sized in accordance with NFPA 70. The use of 75 or 90 degree C (minimum) terminals and insulated conductors is required. Use of 75 degree C conductors on circuits with protective device terminals rated for 60 degree C is inappropriate. Wire size shall be a minimum of $4mm^2$ (#12 AWG).

10.4.10 Grounding and Bonding

Grounding and bonding shall comply with the requirements of NFPA 70, Army TM 5-811-01, and UFC 3-550-03FA. Generating equipment shall also comply with the requirements of UFC 3-540-04N.Underground connections shall be exothermal welded. All exposed non-current carrying metallic parts of electrical equipment in the electrical system shall be grounded. Insulated grounding conductor (separate from the electrical system neutral conductor) shall be installed in all feeder and branch circuit raceways. Grounding conductor shall be green-colored, unless the local authority requires a different color-coded conductor. Ground rods shall be copper-clad steel. Final measurement of the ground resistance shall be in compliance with the requirements of the local authority but shall not exceed 25 ohms when measured less than 48 hours after rainfall for buildings and distribution system. Ground resistance of Generator ground-grid shall not exceed 5 ohms when measured less than 48 hours after rainfall.

10.4.11 Enclosures

Enclosures for exterior and interior applications shall be NEMA Type 3R (IEC Classification IP54) and NEMA Type 1 (IEC Classification IP10), respectively.

10.4.12 Fire Detection & Alarm System

Omitted

10.4.13 Surge Suppression and Lightning Protection

Transient Voltage Surge Suppression shall be provided utilizing surge arresters to protect sensitive and critical equipment. As a minimum TVSS protection shall be provided at each circuit panel. It is recommended that Metal Oxide Varistors (MOV) technology be used for such application. Panel surge suppression shall be installed per NEC, UFC 3-520-01 (Interior Electrical Systems), and Army TM 5-811-01 (Electrical Power Supply and Distribution).

Lightning protection shall be provided for the primary distribution system using lightning arrestors. Lightning protection shall be installed per NESC, UFC 3-550-03FA (Design: Electrical Power Supply and Distribution), and Army TM 5-811-01 (Electrical Power Supply and Distribution).

10.4.14 Conduit Raceway System

Metal conduit system shall be complete, to include but not limited to, necessary junction and pull-boxes. Smallest conduit size shall be no less than 20mm (0.75 inch) in diameter. All empty conduits shall be furnished with pullwire. System design and installation shall be per NFPA 70 requirements. Exterior conductors shall be installed in PVC conduit at a depth of 48-inches.

10.4.15 Cable Tray Raceway System

Cable trays shall be ladder type and provided with, but not limited to, splices, end plates, dropouts and miscellaneous hardware. System shall be complete with manufacturer's minimum standard radius and shall be free of burrs and sharp edges. Nominal width of cable tray shall be 300mm (12 inch) and rung spaced at 150mm (6 inch). Nominal depth shall be 100mm (4 inch). System design and installation shall be per NFPA 70 requirements.

10.4.16 Identification Nameplates

Major electrical equipment, such as transformers, panel boards, and load centers, etc. shall be provided with permanently installed engraved identification nameplates s in English and Dari.

10.4.17 Schedules

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

10.4.18 Single Line Diagram

Complete single line diagrams shall be provided for all systems installed. All major items in each system shall be identified and labeled for respective rating. Single line diagrams for each system, installed in a clear plastic frame, shall be provided. Labeling shall be in English and Dari.

10.5 Acceptance Testing

Contractor shall develop and submit for approval complete acceptance test procedures on all systems provided. As a minimum the testing procedures shall comply with the requirements of NFPA 70 (NEC), IEEE 48, and International Electrical Testing Association Inc. (NETA).

10.6 Spare Parts And Consumables:

The Contractor shall provide for all systems, based upon manufacturer's recommendations, a supply of spare parts, equipment and consumables necessary to maintain operations throughout the performance period and conduct preventive maintenance and repair for a 6 month period beyond the contract performance period, to include those items required to perform testing and commissioning. The contractor shall replace any light bulbs that have been used for more than 15% of their expected life at

the time of turnover to the government.

The Contractor shall provide all materials, supplies, and expendables required to conduct all testing and commissioning activities. The Contractor shall replace all oil/fuel filters during the testing and acceptance period if required by the manufacturer's recommendations. The Contractor shall assure all new fuel tanks are filled to capacity and oil/coolant levels on new generators, transformers, etc. are filled to the upper operating level at time of turnover to the Government. The cost of fuel, oil, filters, and other consumables up to the time of Government acceptance is the responsibility of the Contractor.

10.7 Safety and Working Clearances

All electrical work shall be designed in accordance with the 2005 National Electrical Code (NEC), National Electrical Safety Code (NESC), and Army EM 385-1-1 (Safety and Health Requirements) as appropriate. Safe working and maintenance clearances around the equipment shall be provided.

--END OF SECTION--

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

1.2 AREA USE PLAN

The Contractor shall submit to the Contracting Officer, within ten (10) calendar days after award of this task order, 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 that 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 AREA

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

1.3.1 Contractor's Temporary Facilities

1.3.1.1 General

All facilities within the Contractor's mobilization area shall be of substantial construction suitable for the local weather conditions. Sanitary facilities shall meet the requirements of Corps of Engineers, Safety and Health Requirements Manual EM 385-1-1.

1.3.1.2 Administrative Field Offices

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

1.3.1.3 Storage Area

The Contractor shall construct a temporary 1.8 meter (6 foot) high chain link fence around trailers and materials. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless approved in writing by the Contracting Officer.

1.3.1.4 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.

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1.3.1.5 Appearance of Mobilization Site Facilities and/or Trailers

Mobilization Site Facilities and/or Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers or other transportable structures which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the construction site until such work or maintenance has been performed to the satisfaction of the Contracting Officer.

1.3.1.6 Maintenance of Storage Area

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

1.3.1.7 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own facilities and equipment.

1.3.1.8 Sanitation

a. Sanitary Facilities: The Contractor shall provide portable sanitation facilities for the Contractor's use. The Contractor shall be responsible for maintaining such facilities at no expense to the Government.

b. Trash Disposal: The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area. General construction debris and demolition debris shall be collected and transported by the Contractor to a location designated by the Government. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Loose debris capable of being windblown, shall be immediately placed in sealed or covered containers to prevent it from being blown onto the base. Any dirt or soil that is tracked onto paved or surfaced roadways shall be cleaned daily. Materials resulting from demolition activities that are salvageable shall be stored within the fenced area described above. Stored material not indoors, whether new or salvaged, shall be neatly stacked when stored.

1.3.1.9 Telephone

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

1.3.1.10 Restoration of Storage Area

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

1.3.2 Protection and Maintenance of Traffic

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

1.3.2.1 Not used.

1.3.2.2 Not used.

1.3.3 Temporary Project Safety Fencing and Barricades

The Contractor shall impose all measures necessary to limit public access to hazardous areas and to ensure the restriction of workers to the immediate area of the construction and mobilization site. The Contracting Officer may require in writing that the Contractor remove from the work any employee found to be in violation of this requirement.

1.3.3.1 Barricades

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

1.3.4 Host Nation Authorizations, Permits and Licenses

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

1.4 RESPONSIBILITY FOR PHYSICAL SECURITY

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

1.5 DUST CONTROL

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

1.6 DIGGING PERMITS

1.6.1 Requirements for Digging Permits

1.6.2 Not used.

Requests for Digging Permits shall be submitted to Contracting Officer a minimum of seven (7) days prior to the start of the work activity covered by the permit. The request for a Digging Permit shall include a narrative description of the work to be performed and a detailed map of the area of the excavation clearly marking the location of all known utilities or other obstructions. If the work activity covered by the Digging Permit request also requires a utility outage, a separate request for the outage shall be submitted in accordance with the paragraph entitled CONNECTIONS TO EXISTING UTILITIES.

1.6.3 Preparation of Requests for Digging Permits

Prior to submitting a request for a Digging Permit, the Contractor shall carefully review the area to be excavated to determine the location of existing utilities and other obstructions. The Contractor will review available drawings and will conduct a visual inspection of the site. The Contractor will utilize underground utility detecting devices such as metal and cable detectors to determine the location of existing utilities. All utility lines found shall be clearly flagged or marked and the location of the utility shall be shown on the drawing to be submitted with the request for Digging Permit.

1.6.4 Existing Underground Utilities

The Contractor shall exercise utmost care in researching locations of existing utilities and reducing damage to existing utilities. Any utilities damaged by the Contractor shall be promptly repaired by the Contractor. The Contracting Officer will review and approve any proposed repairs. Any damage to existing utilities will be immediately reported to the Contracting Officer and the Base Commander.

1.7 CONNECTIONS TO EXISTING UTILITIES

1.7.1 General

Any outage involving disruption of electrical service beyond the site area shall be requested in writing at least ten (10) days in advance of the date requested for the commencement of the outage. The Contractor shall provide a request, detailing the type of outage needed (water, sewer, electrical, steam, etc.), the time needed to perform the work, the reason for the outage, and the known affected facilities. The Contracting Officer shall be contacted prior to the outage to confirm the time and date. If the Contractor fails to initiate work at the approved time, the Contracting Officer may cancel the approved outage and may direct the Contractor to resubmit a new request. No part of the time lost due to the 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.

1.7.1.1 Not used.

1.7.1.2 Exterior Night Lighting

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

1.7.2 Existing Underground Utilities

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

1.7.2.1 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.

1.7.2.2 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.

1.7.3 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.

1.8 NOT USED

1.9 NOT USED

1.10 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. The Contractor shall provide diesel generators to meet his demand requirements. Electricity required for final testing systems shall be furnished by the Contractor. The means of doing so, such as by temporary distribution systems, shall be the responsibility of the Contractor. All temporary connections for electricity shall be subject to the approval of the Contracting Officer and shall comply with Corps of Engineers manual EM 385-1-1 entitled Safety and Health Requirements Manual. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.11 WORK OUTSIDE REGULAR HOURS

If the Contractor desires to carry on work outside regular base duty hours, or on holidays (including the following U.S. holidays: New Year's Day, Martin Luther King Jr's Birthday, George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas), 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".

1.12 SCHEDULING OF WORK IN EXISTING FACILITIES

As soon as practicable, but in any event not later than seven (7) calendar days after award of this task order, the Contractor shall meet in conference with the Contracting Officer, or his duly authorized representatives, to discuss and develop mutual understanding relative to the scheduling of work in and access to the existing facilities where work has to be performed under this contract, so that the Contractor's proposed construction schedule is coordinated with the operating and security requirements of the installation.

1.13 SPECIAL FACILITIES AND SERVICES TO BE FURNISHED BY THE CONTRACTOR

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

1.14 NOT USED

1.15 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. 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.

1.16 ACCIDENT PREVENTION

The Contractor shall comply with all applicable Host Country laws and with such additional measures as

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

1.16.1 Accident Prevention Program

Within fifteen (15) days after award of this task order, and at least ten (10) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan required by the CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)- ALTERNATE I shall be submitted for review by the Contracting Officer. The Contractor shall not commence physical work at the site until the Accident Prevention Plan (APP) has been reviewed and accepted by the Contracting Officer. The APP shall meet the requirements listed in Appendix "A" of EM385-1-1. The program shall include the following: TAC Form 61 " Accident Prevention Program Hazard Analysis (Activity Hazard Analysis)" fully completed and signed by an executive officer of the company in block No. 13. The Activity Hazard Analysis is a method in which those hazards likely to cause a serious injury or fatality are analyzed for each phase of operations. Corrective action is planned in advance, which will eliminate the hazards. An analysis is required for each new phase of work. On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan rather than presenting the complete analysis. If the plan is to be presented in phases, a proposed outline for future phases must be submitted as a part of the initial Accident Prevention Plan submittal. Accident Prevention Plans will be reviewed for timeliness and adequacy at least monthly with a signature sheet signed and dated documenting that these reviews took place. Copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

1.16.2 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.

1.16.3 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.

1.17 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.

1.18 SPARE PARTS

1.18.1 General

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

1.18.2 Selection of Spare Parts to be Furnished

The Contractor shall provide master parts lists, recommended spare parts lists and lists of special tools and test equipment as a part of the equipment O&M data required by Clause OPERATION AND MAINTENANCE (O&M) DATA. The master parts list shall include the supplier's price for each part. After review of the lists, the Contracting Officer will select spare parts and furnish written direction to the Contractor indicating quantities and types of spare parts to be furnished by the Contractor. Written directions for spare parts orders may be provided on an incremental basis as reviews of O&M data submitted by the Contractor are completed but will not necessarily be issued in the sequence in which the Contractor submitted the equipment O&M data.

1.18.3 Procurement and Delivery of Spare Parts

The Contractor shall procure and be responsible for delivery, receipt, handling, placing in storage, inventory, and turnover to the Contracting Officer all spare parts selected by the Contracting Officer. In addition to the recommended spare parts list required in paragraph SELECTION OF SPARE PARTS TO BE FURNISHED above, the Contractor is responsible to have one (1) year supply of manufacturer's recommended spare parts on site ready to turn over to the Contracting Officer at the time of acceptance of the facility.

1.18.3.1 Shipment and Delivery

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

1.18.3.2 Turnover of Spare Parts

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

1.18.3.3 Parts and Package Identification

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

number location, project and/or other data as directed by the Contracting Officer.

1.18.3.4 Preservation and Packaging Instruction

a. Items ordered under this contract shall be preserved and packed for a minimum of three (3) years shelf life storage. All items shall be individually packaged except when the manufacturer specifies that the items are to be used in sets. Appropriate identification labels must be affixed to the items protective box or package. After the spare parts are packaged, the manufacturer shall weigh the spare parts and packaging and place the weight and size of the packaged container on the label with other information as outlined herein. Each item, not normally identified with manufacturer's name and part number, shall have an appropriate label affixed to it with manufacturer's name and part number.

b. Machined spare parts shall be lubricated or coated in order to withstand extensive periods of storage in a highly corrosive atmosphere.

c. Large items (greater than 50 lbs., or larger than one cubic foot) shall be packaged in waterproof wooden boxes and properly braced. Cushioning shall be used to prevent damage to the item and to the packaging material.

d. Solid state components, such as diodes, transistors, integrated circuits or equipment consisting of such parts that can be damaged as a result of static electricity and other stray electro-magnetic fields shall be packaged in heat-sealed, aluminum foil, laminated, flexible packages.

e. All other spare parts shall be packaged in heat sealed plastic bags or wrap. Delicate and more fragile items such as test equipment shall be cushioned or wrapped with transparent bubble wrap material prior to being inserted into the plastic package.

1.18.4 Warranty

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

1.18.5 Payments for Spare Parts

Payments for spare parts ordered under the paragraph entitled "Selection of Spare Parts To Be Furnished" will be made under the work item of the Work Breakdown Sheet entitled "Spare Parts". Payments for spare parts specifically required elsewhere in this contract shall be considered as part of those equipment costs and shall be included in other payment items as appropriate. Payments for spare parts ordered under this clause shall be based on the invoice price (FOB supplier) plus certified invoice price of surface shipment to the site in Afghanistan. The invoice price (FOB supplier) shall include the separately listed cost for preservation and packaging by the manufacturer as specified herein. The Contractor shall provide invoices and any additional backup, which may be required to demonstrate that the invoices presented represent the cost of spare parts, preservation and packaging, and cost of surface shipment to the site. Payment for handling, delivery, inventory, turnover, customs, overhead or profit shall not be paid or allowed under this Contract Provision, and shall be included in the cost for installation of this equipment under the other appropriate payment items of this contract. Price increases over prices furnished under paragraph SELECTION OF SPARE PARTS TO BE FURNISHED shall be fully substantiated. Payment for spare parts will be made after the spare parts have been accepted at the site by the Contracting Officer. If the total payments under the work item entitled "Spare Parts" does not reduce the balance of this work item to zero, the remaining balance will be deducted from the final contract amount. If orders exceed the work item entitled "Spare Parts", a modification for equitable adjustment will be issued in accordance with Contract Clause 52.243-4 entitled CHANGES. Payments for spare parts ordered under this clause shall constitute full payment for all cost of the spare parts and associated cost of preservation and packaging, and cost of surface shipment to the site. Other ancillary costs shall be included by the Contractor under the other appropriate work items of this contract and no additional cost except as provided herein will be allowed.

1.19 OPERATION AND MAINTENANCE (O&M) DATA

1.19.1 General

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

1.19.2 Submittals

The Contractor shall submit all items requiring submission of O&M data under this and other sections of these specifications in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD of the specifications.

1.19.3 Operation and Maintenance (O&M) Data

The Contractor shall furnish operation and maintenance manuals for all facilities constructed under this contract. The manuals shall be loose leaf, indexed and shall consist of manufacturer's brochures, manufacturer's operation and maintenance manuals, service and repair manuals, catalogs, service bulletins, instruction charts, diagrams, other information as necessary to support the operation and maintenance of the end items of equipment, assemblies and systems. Each type of facility (housing, barracks, mosque, etc.) shall be covered by a separate manual (or manuals) consisting of all data pertaining to the equipment and/or systems within that facility. Identical equipment within a single major system shall require only one submittal of data. The Contractor shall furnish all O&M manuals to the Contracting Officer not less than thirty (30) calendar days prior to contract completion. Required number of submittals (number of sets) shall be as specified in Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD.

1.19.4 Recommend Spare Parts List

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

1.19.5 Supplemental Submittals of Data

After initial submittal of O&M manuals and until final acceptance of all equipment, the Contractor shall prepare and deliver to the Contracting Officer supplemental technical data as previously described for all changes, modifications, revisions and substitutions to equipment and components. For equipment or systems introduced into the contract under change order, or modified by change order, supplemental data shall be furnished within forty-five (45) calendar days after issuance of the change order. The supplemental data furnished shall be properly prepared and identified for insertion into the O&M manuals.

1.19.6 Framed Instructions for Systems

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

1.19.7 Additional Submittals/Resubmittals

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

1.20 Not Used

1.21 CONTRACTOR FURNISHED EQUIPMENT LISTS

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

1.22 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1.22.1 General

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

MONTHLY ANTICIPATED UNUSUALLY SEVERE WEATHER CALENDAR DAYS

January	4 Days
February	2 Days
March	2 Days
April thru December	0 Days

1.22.2 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 workday and delay work critical to the timely completion of the project. If the number of actual unusually severe weather days exceeds the number of days anticipated in the paragraph above, the Contracting Officer will determine whether the Contractor is entitled to a time extension. The Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984.

1.23 STANDARDIZATION

Where two or more items of the same type or class of product, system or equipment furnished in this

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

1.24 COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS

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

1.24.1 Contractor's Responsibilities

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

a. Official language and type of accounts required to satisfy the officials of the Local Government.

b. Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.

c. Passports, health and immunization certificates, and quarantine clearance.

d. Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.

e. Strikes, demonstrations and work stoppage.

f. Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.

g. Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.

h. Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.

i. Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.

j. Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.

k. Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.

l. Sales within the host country of Contractor-owned materials, and equipment.

m. Special licenses for physicians, mechanics, tradesmen, drivers, etc.

n. Identification and/or registration with local police of imported personnel.

o. Stamp tax on documents, payments and payrolls.

p. Base passes for permanent staff, day laborers, motor vehicles, etc.

q. Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

1.25 Not used.

1.25.1 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.

1.25.2 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. 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.

1.25.3 Security Plan

The Contractor shall submit to the Contracting Officer, within ten (10) calendar days after award of this task order, 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.

1.26 RADIO TRANSMITTER RESTRICTIONS

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

1.27 Not used.

1.28 PUBLIC RELEASE OF INFORMATION

1.28.1 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.

1.28.2 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.

1.29 ATTACHMENTS

TAC FORM 61 - Accident Prevention Program Hazard Analysis

TAC FORM 356 - Operation and Maintenance Training Validation Certificate

-- End of Section --

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SPECIFICATION SECTION 01312

QUALITY CONTROL SYSTEM (QCS)

PART 1: GENERAL

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: the Contractor can obtain the current address from the Government. 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 specifications “SUBMITTAL PROCEDURES”, “CONTRACTOR QUALITY CONTROL”, "PROJECT SCHEDULE", and Contract Clause, "Payments", 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. 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. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available. It shall be the responsibility of the contractor to maintain the QCS software and install updates as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS. No separate payment shall be made for updating or maintaining the necessary hardware configurations necessary to run QCS:

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
Digital Video Disk (DVD)-Compact Disk (CD) Reader-Writer (RW/ROM)
Monitor with a resolution of AT LEAST 1024x768, 16bit 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
Internet browser supporting HTML 4.0 or higher
Electronic mail (E-mail) MAPI compatible

Virus protection software 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. The government will provide QCS training if requested by the contractor.

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 or via CD-ROM. 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. Data updates to the Government shall be submitted via either E-mail or electronic media with printed/file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer. 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. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. 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 specification 01451 “CONTRACTOR QUALITY CONTROL”.

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.

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 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, ENG Form 4288, 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 Specification Section Project Schedule. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Requests for Information (RFI)

The Contractor shall use the two-way RFI system contained in QCS for tracking all RFI’s generated during the contract. Hard copies of all RFI’s shall be provided to the government, and will govern in the event of a discrepancy between electronic and printed mediums.

1.6.7 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.

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 SUBMITTALS

The following shall be submitted for Government approval in accordance with Section 01335 SUBMITTAL PROCEDURES: SD-07 Schedules Project Schedule. Horizontal Bar Chart and Periodic Payment Request Updates. Projected Earnings Curve and Periodic Payment Request Updates. Revisions to the Project Schedule and Projected Earnings Curve for Modifications Issued to this Contract shall be coordinated with the Contracting Officer.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall furnish a Project Schedule as described below. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project should 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 shall result in an inability of the Contracting Officer to evaluate Contractor 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, then 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

3.3.1 Schedule of Construction

Within seven (7) calendar days after award of the task order, the Contractor shall prepare and submit a Construction Schedule to the Contracting Officer for approval. This schedule shall address each payment line item and/or sub-line item listed in the Proposal Schedule separately.

3.3.2 Non-Compliance

Failure of the Contractor to comply with the requirements of the Contracting Officer shall be grounds for 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.

3.3.3 Horizontal Bar Chart

The required schedule shall utilize an automated scheduling program and shall be in the form of a horizontal bar chart. The line or sub-line item schedule of activities shall be listed down the left side of the page. A time scale shall run across the bottom of the page. Each work item shall be represented by a bar starting with the schedule start date and running continuously to the completion date.

3.3.4 Cost

Listed with each work item shall be a corresponding cost representing the total cost, such as material, labor, equipment, and overhead associated with that item. The total cost of the work items shall be equal to the Bid Price for that sub-line item of the Proposal Schedule.

3.3.5 Scheduled Project Completion

The schedule interval shall extend from Notice-To-Proceed to the contract completion date.

3.3.6 Projected Earning Curve

Submitted with the Construction Schedule shall be a Projected Earning Curve. The Projected Earning Curve is a plot of the Contractor's earnings on the vertical axis and the contract duration on the horizontal axis. The earnings figure shall relate to the complete value of the contract and need not reflect each facility separately.

3.3.7 Construction Schedule

The Construction Schedule shall be on one page with a maximum dimension of 90 cm by 120 cm. The Contractor shall submit the Projected Earnings Curve on the same page. The initial submittal shall include one (1) reproducible and four (4) copies, one (1) copy of which will be returned to the Contractor when approved.

3.3.8 Submission With Partial Payment Estimate

Each time the Contractor submits a payment request under this contract he shall also submit three (3) copies of the Bar Chart. The Bar Chart shall be annotated by indicating the percent complete for each activity directly on the bar. The Projected Earnings Curve shall be annotated by plotting actual earnings versus time on the same graph. Those work items reflecting performance which is behind schedule by fifteen (15) calendar days or more shall be fully explained in detail giving the reason for delay and the Contractor's plan for timely completion within the schedule.

3.3.9 Modifications

The Construction Schedule and Projected Earning Curve shall be revised to reflect any and all modifications issued to this contract as they are issued. Format and numbers of copies as defined in paragraph CONSTRUCTION SCHEDULE shall be submitted for approval by the Contracting Officer.

3.4 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly on-site meeting or shall be conducted at 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.

3.4.1 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 four (4) working days after the monthly progress meeting.

3.4.2 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.

3.4.3 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the Notice-to-Proceed 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 the 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. This report shall: sum all activities and provide a percent complete by individual activity and total project percent complete. The report shall contain, for each activity: activity identification, activity description, original budgeted amount, total quantity, quantity to date, percent complete (based on cost), and earnings to date.

3.4.4 Cost Completion

The earnings for each activity started shall be reviewed. Payment shall be based on earnings for each in-progress or completed activity. Payment for individual activities shall not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.4.5 Network Analysis System

The Contractor may, as an option, submit to the Contracting Officer for approval, a time related network analysis in lieu of the previously specified bar chart.

-- 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

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:

Note: all design submittal phases shall consist of Designs, Specifications, Design analysis, One full size and 2 Half size sets of drawings bound with a CD-ROM electronic files of all the listed here in.

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 design (65%): In addition to submission requirements, a first draft of specifications shall be required.

Final design (99%) and or (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 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 All site plans shall be georeferenced using the WGS 1984 coordinate system, specifically the following: WGS 1984 UTM one 42. 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 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 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 SpecsIntact 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

If project is required to be in (SI) Metric 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:

Discipline Designation	Discipline
Use the following for AEC CAD Standard Release 2.0:	
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_CAD_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 bi-weekly 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.

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 (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:
AED
ATTN: QALAA House
APO AE 09356

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

Note: all design submittal phases shall consist of Designs, Specifications, Design analysis, One full size and 2 Half size sets of drawings bound with a CD-ROM electronic files of all the listed here in.

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.:_Tony Lijewsk

(2)
AED
ATTN: QALAA House
APO AE 09356

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:

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 sizs 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:

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) AED
ATTN: QALAA House
APO AE 09356

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

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:

AED
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:
AED
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:

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:
AED
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.

Note: All design submittal reviews shall be reviewed and comments entered in DrChecks located on the web at: https://www.projnet.org/projnet/binKornHome/index.cfm

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 bi-weekly. After receipt, the Government will be allowed fourteen (14) days to review and comment on each 35%, and 65% design submittal and fourteen (14) days to review and comment on

each 99% design and 100% submittal, 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) 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%), Perliminary (65%) and Final (99%) 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:
Geotechnical report

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

3.9.2 Perliminary (65%)

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 Perliminary 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 99% 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.

3.9.3 Final Design Review Submittal 99%

b. 99% Complete Construction Specifications. The Draft Specifications on all items of work submitted for Final Review shall consist of marked-up proprietary specifications.

c. 99% 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 % ,65% and 99% 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 (99%) 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. 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	Landscape Design
Medical Design	Stage/Theater Design
Acoustical Design	Interior Design
Educational Design	Security
Telecommunications	Audio Visual, PA, TV, etc.
Geotechnical Design	Hardened Structures
Asbestos Abatement	X-Ray Shielding
EMF 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 Omitted

3.10.5 Omitted

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 the contracting officer.

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 - sheet/number description; AED title block per AEC CADD standards

Figure 2 - A-E logo/designed by/submitted my; AED title block per AEC CADD standards

Figure 3 - revision block; AED title block per AEC CADD standards

Figure 4 - Finished Format Size per AEC CADD standards

-- End of Section -

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE *(Read instructions on the reverse side prior to initiating this form)*	DATE	TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO.	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____
SPECIFICATION SEC. NO. *(Cover only one section with each transmittal)*	PROJECT TITLE AND LOCATION		CHECK ONE: THIS TRANSMITTAL IS FOR ☐ FIO ☐ GOV'T. APPROVAL

ITEM NO. *a.*	DESCRIPTION OF ITEM SUBMITTED *(Type size, model number/etc.)* *b.*	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. *(See instruction no. 8)* *c.*	NO. OF COPIES *d.*	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE *g.*	VARIATION *(See instruction No. 6)* *h.*	FOR CE USE CODE *i.*
				SPEC. PARA. NO. *e.*	DRAWING SHEET NO. *f.*			

REMARKS	**I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.** _____ NAME AND SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED *(List by Item No.)*	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.

3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.

4. Submittals requiring expeditious handling will be submitted on a separate form.

5. Separate transmittal form will be used for submittals under separate sections of the specifications.

6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".

7. Form is self-transmittal, letter of transmittal is not required.

8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.

9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other *(Specify)*

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

Contractor - Furnished Design Documents Submittal Register	Contract Title & Location:	
	Contractor:	Contract Number:

Submittal Identification Nº.	NAS Activity Code	Description of Document (s)	Contractor Submittal Date	Government Action	
				Receipt Date	Construction Clearance Date

TAC Form 122-E
September 2003(R)

SUBMITTAL REGISTER

(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION

CONTRACTOR

SPECIFICATION SECTION

ACTIVITY NO a.	TRANS-MITTAL NO. b.	ITEM NO c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL								CLASSI-FICATION		REVIEWER q.	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS z.
					DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	INFORMATION ONLY o.	GOVERNMENT APPROVED p.		SUBMIT r.	APPROVAL NEEDED BY s.	MATERIAL NEEDED BY t.	CODE u.	DATE v.	SUBMIT TO GOVERN-MENT w.	CODE x.	DATE y.	

ENG FORM 4288-R, MAR 95 EDITION OF SEP 93 IS OBSOLETE.

(Proponent: CEMP-CE)

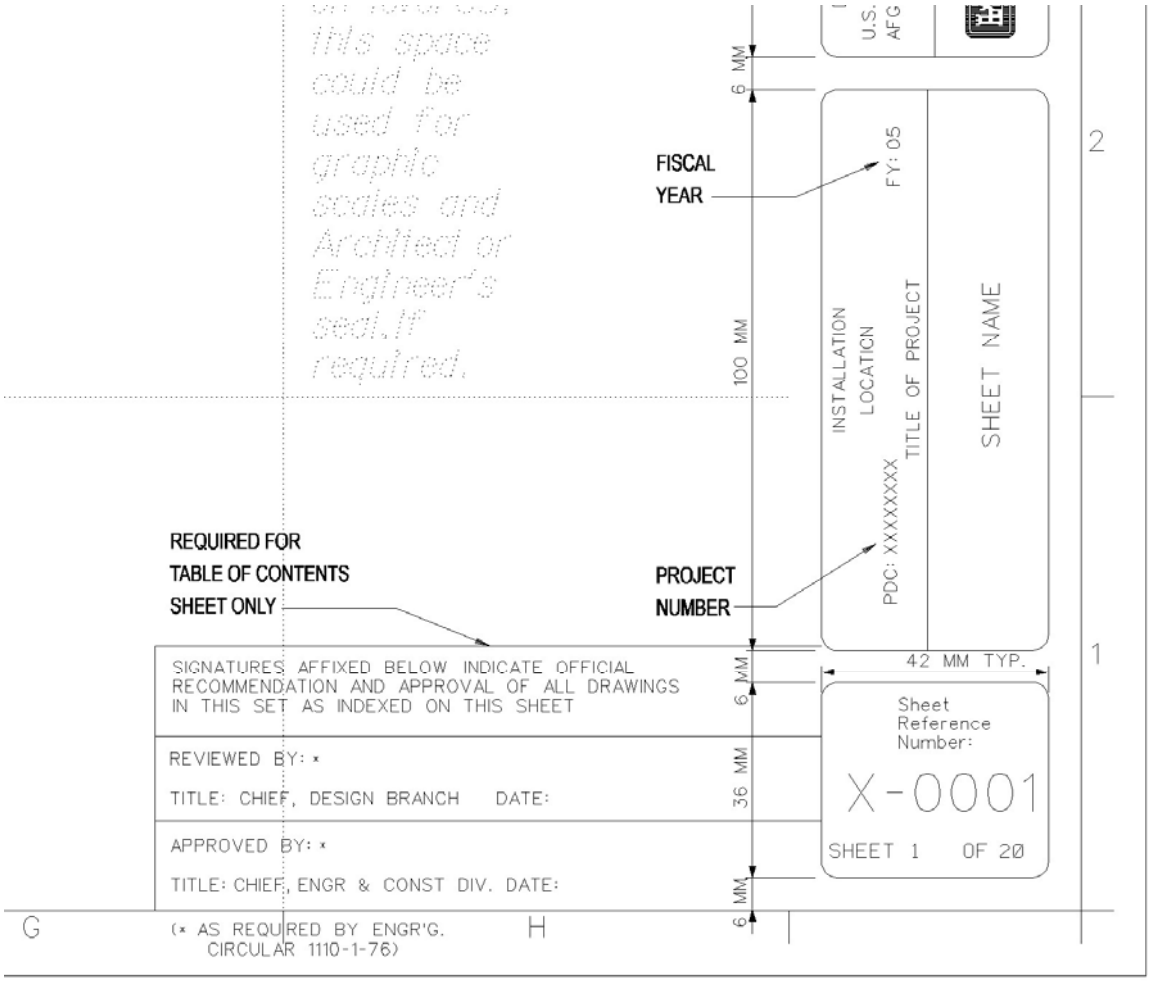


Figure 1 – sheet number/description; AED title block

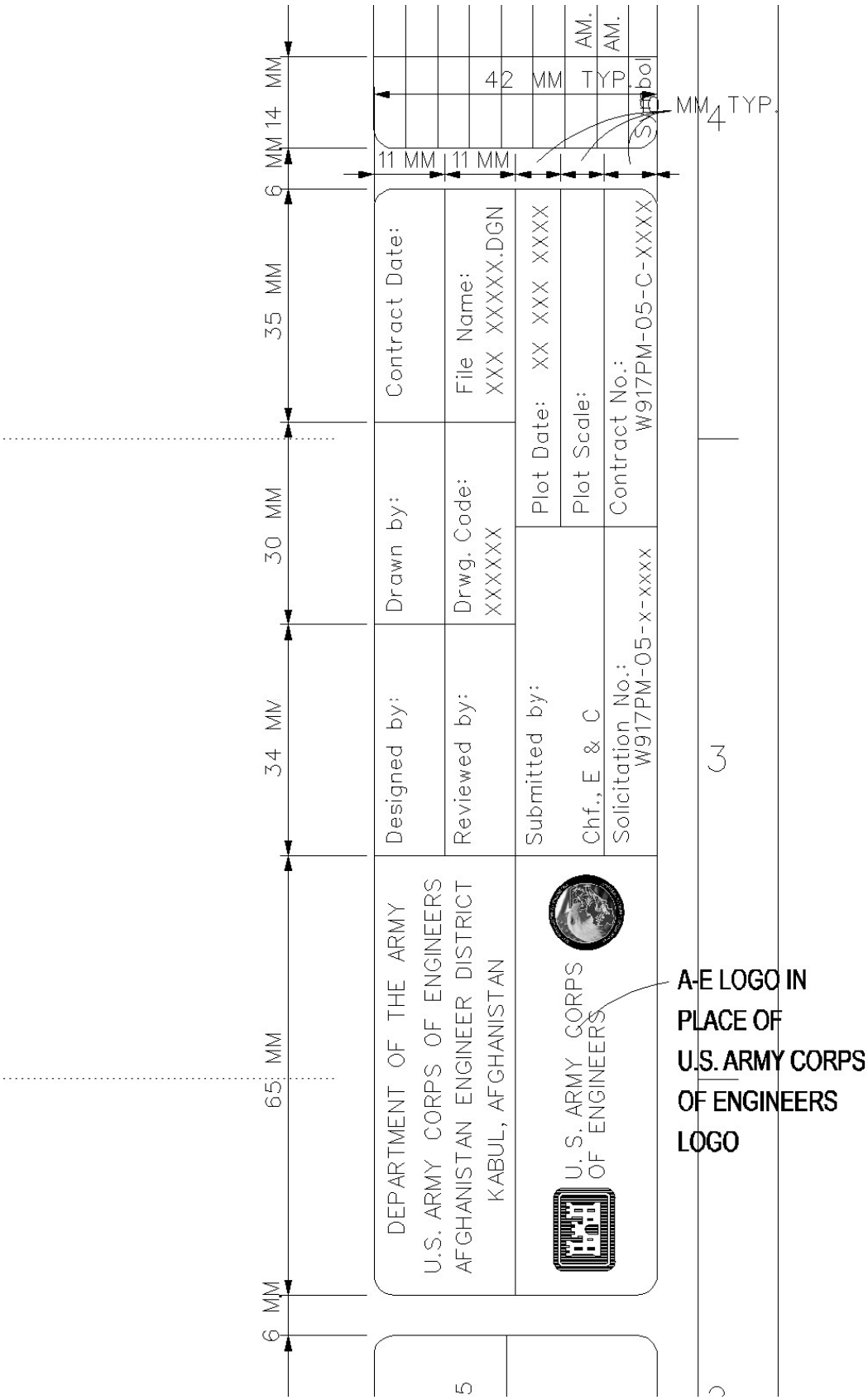


Figure 2 – A-E logo/designed by/reviewed by; AED title block

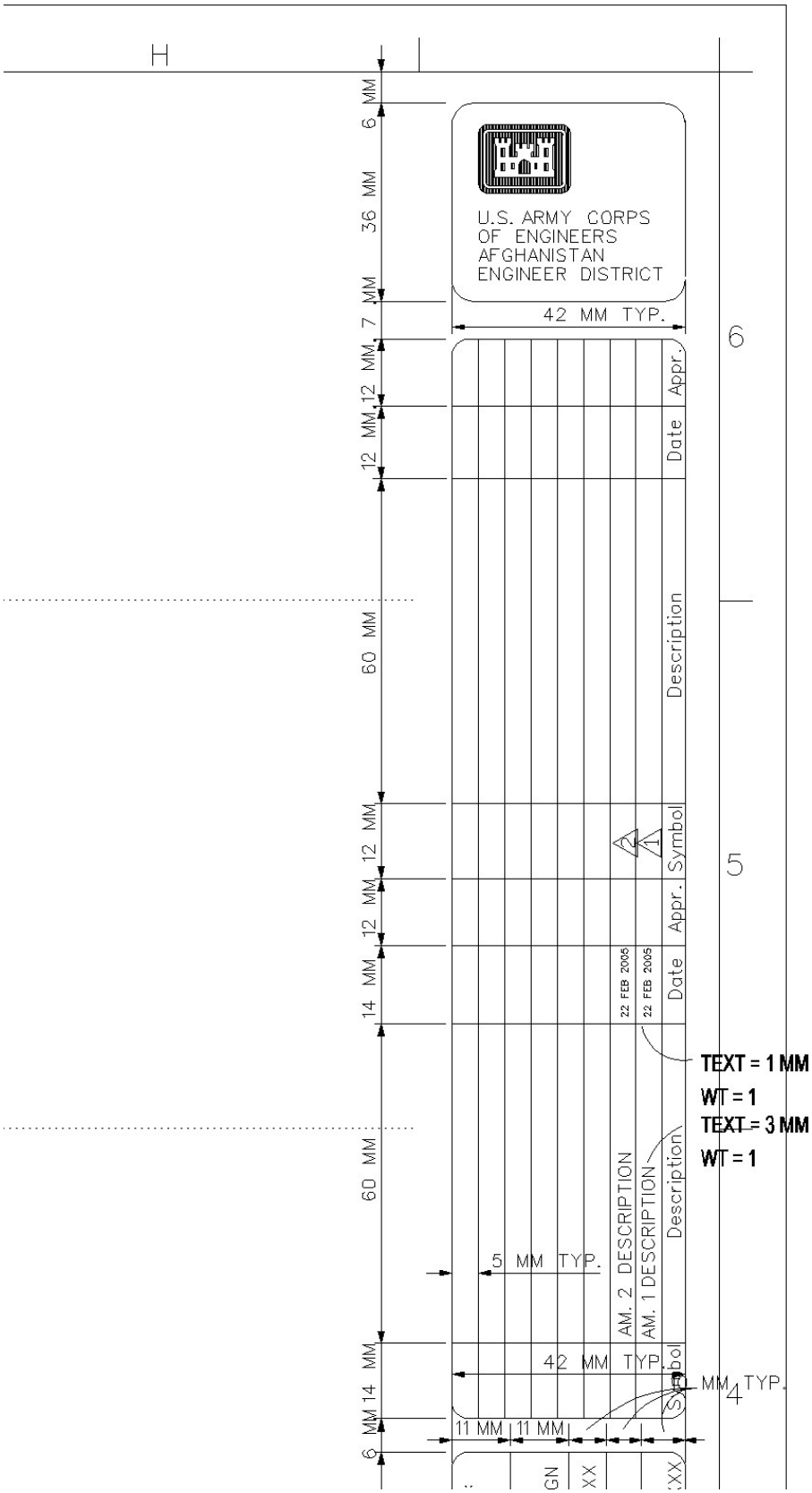
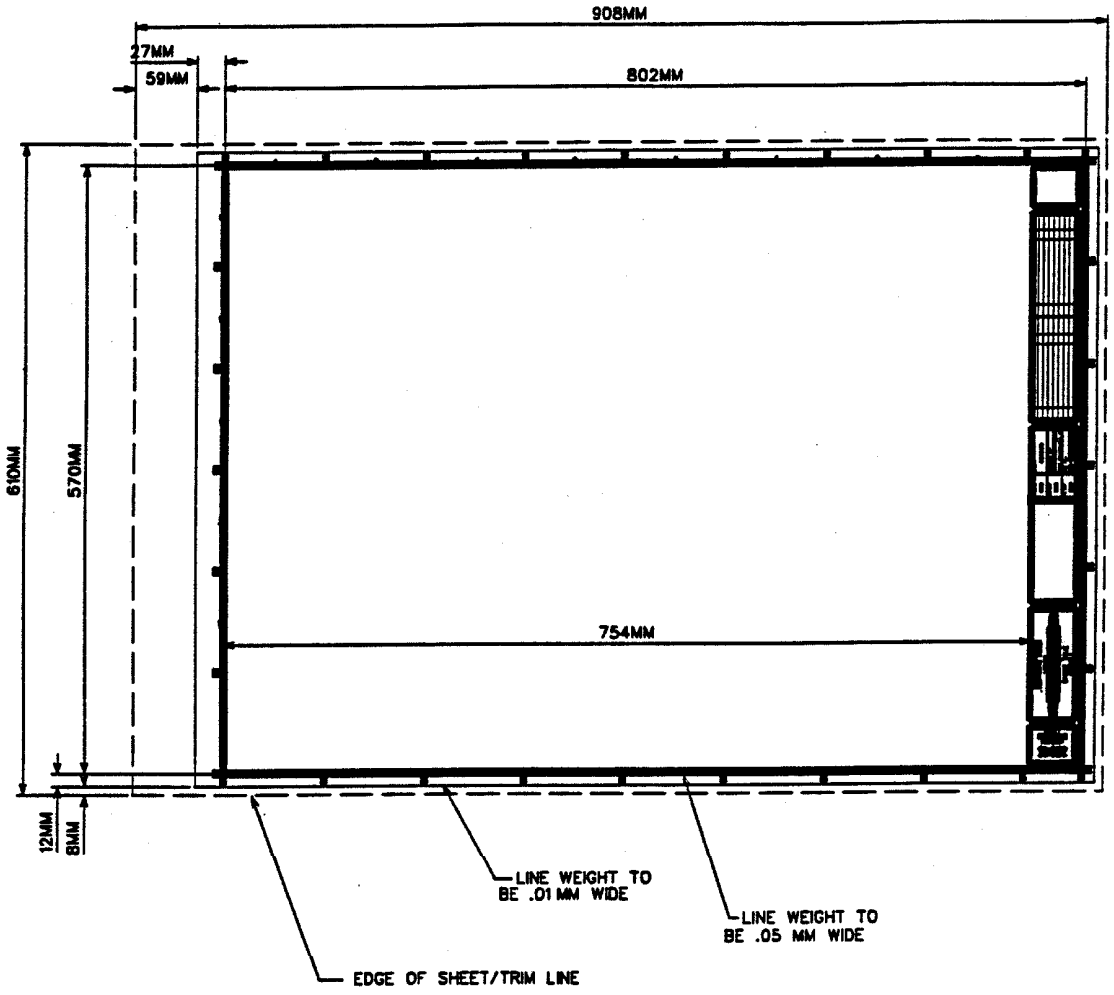


Figure 3 - revision block; AED title block

FINISHED FORMAT SIZE



NOTES:

1. SEE FIGURES 6 THRU 9 FOR TITLE BLOCK DEFINITIONS.

Figure 5

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 within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM E 621	(1994; R 1999e1) Use of Metric (SI) Units in Building Design and Construction (Committee E-6 Supplement to E380)
ASTM SI 10	(2002) American National Standard for Use of the International System of Units (SI): The Modern Metric System

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 the11th 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 IN SPECIFICATIONS

Measurements in specifications 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. 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

53 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.

54 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 15-5/8inches)).

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 SI 10 and ASTM E 621 as the basis for establishing metric measurements required to be used in submittals.

-- End of Section -

SPECIFICATION SECTION 01451A

CONTRACTOR QUALITY CONTROL

PART 1: GENERAL

1.1 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1110-1-12 (1993)	Quality Management
EM 385-1-1	Safety and Health Requirements Manual

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2PRODUCTS (Not Applicable)

PART 3EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clauses and this specification section. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than five (5) days after receipt of Notice-to-Proceed (NTP) the proposed Contractor Quality Control (CQC) Plan. The plan shall identify personnel, procedures, control, instructions, records, and forms to be used.

3.2.1 Content of the CQC Plan

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

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, consultants, and purchasing agents. These procedures shall be in accordance with Specification 01335 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test.

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Additional Requirements for Design Quality Control (DQC) Plan

The following additional requirements apply to the Design Quality Control

(DQC) plan:

(1) The Contractor shall provide and maintain a Design Quality Control (DQC) Plan as an effective quality control program which will assure that all services required by this design contract are performed and provided in a manner that meets professional architectural and engineering quality standards. As a minimum, all documents shall be technically reviewed by competent, independent reviewers identified in the DQC Plan. The same element that produced the product shall not perform the independent technical review (ITR). The Contractor shall correct errors and deficiencies in the design documents prior to submitting them to the Government.

(2) The Contractor shall include the design schedule in the master project schedule, showing the sequence of events involved in carrying out the project design tasks within the specific contract period. This should be at a detailed level of scheduling sufficient to identify all major design tasks, including those

that control the flow of work. The schedule shall include review and correction periods associated with each item. This should be a forward planning as well as a project monitoring tool. The schedule reflects calendar days and not dates for each activity. If the schedule is changed, the Contractor shall submit a revised schedule reflecting the change within 7 calendar days. The Contractor shall include in the DQC Plan the discipline-specific checklists to be used during the design and quality control of each submittal. These completed checklists shall be submitted at each design phase as part of the project documentation. Exampl echecklists can be found in ER 1110-1-12.

(3) The DQC Plan shall be implemented by an Design Quality Control Manager who has the responsibility of being cognizant of and assuring that all documents on the project have been coordinated. This individual shall be a person who has verifiable engineering or architectural design experience and is a registered professional engineer or architect. The Contractor shall notify the Contracting Officer, in writing, of the name of the individual, and the name of an alternate person assigned to the position.

The Contracting Officer will notify the Contractor in writing of the acceptance of the DQC Plan. After acceptance, any changes proposed by the Contractor are subject to the acceptance of the Contracting Officer.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in the CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Pre-construction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 5 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures, which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager, and sufficient number of additional qualified personnel to ensure safety and contract compliance. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall

maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, shop drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of the CQC and have the authority to act in all CQC matters for the Contractor. The CQC system manager shall be a graduate engineer, graduate architect, or a graduate construction manager, with experience on construction projects similar in type to this contract OR a construction person with a minimum of ten (10) years in related work. The CQC System Manager shall be on the site at all times during construction and shall be employed by the Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the CQC system manager's absence. The requirements for the alternate will be the same as for the designated CQC manager.

3.4.3 Not Used.

3.4.4 Additional Requirement

In addition to the above experience and/or education requirements, the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered by the government, and inquiries as to the next course offering may be directed to the local construction field office.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in the STR titled SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase.

This phase shall be performed prior to beginning work on each definable feature of work, after all required documents and materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards, in the English language unless specifically approved otherwise by the Contracting Officer, applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. A check to assure that provisions have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to verify that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. Reviews of the appropriate activity hazard analysis to ensure safety requirements are met.

h. Discussion of procedures for constructing the work including repetitive deficiencies, construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the Contracting Officer has accepted the portion of the plan for the work to be performed.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase.

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase.

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted, and all noted deficiencies corrected, prior to the start of additional features of work that may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be required by the Contracting Officer on the same definable features of work if the quality of on-going work is unacceptable; if there are changes in the applicable QC staff or in the on-site production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product that conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Costs incidental to the transportation of samples or materials shall be borne by the Contractor.

Testing includes operation and/or acceptance tests when specified. A list of tests to be performed shall be furnished as a part of the CQC plan. The list shall give the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, shall be recorded on the Quality Control report for the date taken. Specification paragraph/item reference, location where tests were taken, and the sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to

the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the SPECIAL CONTRACT REQUIREMENTS Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.

g. Offsite surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within forty-eight (48) hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

In accordance with Specification 01312 QUALITY CONTROL SYSTEM, the contractor shall use the forms produced by and printed from QCS. Samples of any forms required to meet the requirements of this section which are not produced by that system shall be included in the contractors Quality Control Plan.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

SPECIFICATION SECTION 01525

SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

PART 1 GENERAL

For contractor safety on projects associated with this program, compliance with EM 385-1-1 safety requirements will be the long-term goal reached by growing a safety culture. This compliance will, by necessity, be achieved through a phased-in process. In the Commander's letter at the preface of the EM 385-1-1, he acknowledges that in OCONUS locations, strict compliance with the manual may not be possible – and through the hazard analysis process, safety measures can be developed to attain the same degree of safety.

This specification consists of two parts:

1) Sections 1.1 through 3.12.1, which are the standard safety specifications for work in Europe District and;

2) Appendix A, Phasing approach for safety in emerging countries where there is little or no national safety standards.

1.1 REFERENCES

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

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A10.32	Personal Fall Protection - Safety Requirements for Construction and Demolition Operations
ANSI Z359.1(1992; R 1999)	Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components
ANSI/ASSE A10.34(2001)	Protection of the Public on or Adjacent to Construction Sites
ASME B30.3(1996)	Construction Tower Cranes

ASME INTERNATIONAL (ASME)

ASME B30.22(2000)	Articulating Boom Cranes
ASME B30.5(2004)	Mobile and Locomotive Cranes

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10(2002)	Portable Fire Extinguishers
NFPA 241(2000)	Safeguarding Construction, Alteration, and Demolition Operations
NFPA 51B(2003)	Fire Prevention During Welding, Cutting, and Other Hot Work

NFPA 70(2005)	National Electrical Code
NFPA 70E(2004)	Electrical Safety in the Workplace

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1(2003) Safety	Safety and Health Requirements

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

29 CFR 1910	Occupational Safety and Health Standards (OSHA)
29 CFR 1910.146	Permit-required Confined Spaces
29 CFR 1915	Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment
29 CFR 1919	Gear Certification
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.500	Fall Protection

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with SR SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G, ACC

Activity Hazard Analysis (AHA); G, ACC

Crane Critical Lift Plan; G, ACC

Proof of qualification for Crane Operators; G, ACC

SD-06 Test Reports

Reports: Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports

Monthly Exposure Reports

Crane Reports

Regulatory Citations and Violations

SD-07 Certificates

Confined Space Entry Permit

Contractor Safety Self-Evaluation Checklist; G, ACC

Submit one copy of each permit/certificate attached to each Daily Quality Control Report.

1.3 DEFINITIONS

a. Competent Person for Fall Protection. A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.

b. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.

c. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.

d. Qualified Person for Fall Protection. A person with a recognized degree or professional certificate, extensive knowledge, training and experience in the field of fall protection who is capable of performing design, analysis, and evaluation of fall protection systems and equipment.

e. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

(1) Death, regardless of the time between the injury and death, or the length of the illness;

(2) Days away from work (any time lost after day of injury/illness onset);

(3) Restricted work;

(4) Transfer to another job;

(5) Medical treatment beyond first aid;

(6) Loss of consciousness; or

(7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

f. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

1.4 DRUG PREVENTION PROGRAM

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employee uses illegal drugs or consumes alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours. After accidents, collect blood, urine, or saliva specimens and test the injured and involved employees for the influence of drugs and alcohol. A copy of the test shall be made available to the Contracting Officer upon request.

1.5 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, work performed shall comply with USACE EM 385-1-1, and in particular, the requirements of the European Union Council Directive 92/57/EEC of 24 June 1992 on the implementation of minimum safety and health requirements at temporary or mobile construction sites. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

1.6 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.6.1 Personnel Qualifications

1.6.1.1 Site Safety and Health Officer (SSHO)

Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The Contractor Quality Control (QC) person can only be the SSHO on this project if approved by the Contracting Officer. Any project exceeding 1 Million US dollars in value shall have a full time SSHO. The SSHO shall meet the following requirements: A minimum of 5 years safety work on similar projects; 30-hour OSHA construction safety class or European Union equivalent within the last 5 years; an average of at least 24 hours of formal safety training each year for the past 5 years. Competent person training as needed.

1.6.1.2 Competent Person for Confined Space Entry

Provide a competent person meeting the requirements of EM 385-1-1 who is assigned in writing by the Government Designated Authority (GDA) to assess confined spaces and who possesses demonstrated knowledge, skill and ability to:

a. Identify the structure, location, and designation of confined and permit-required confined spaces where work is done;

b. Calibrate and use testing equipment including but not limited to, oxygen indicators, combustible gas indicators, carbon monoxide indicators, and carbon dioxide indicators, and to interpret accurately the test results of that equipment;

c. Perform all required tests and inspections specified in Section 06.I of EM 385-1-1;

d. Assess hazardous conditions including atmospheric hazards in confined space and adjacent spaces and specify the necessary protection and precautions to be taken;

e. Determine ventilation requirements for confined space entries and operations;

f. Assess hazards associated with hot work in confined and adjacent space and determine fire watch requirements; and,

g. Maintain records required.

1.6.1.3 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Section 16 and Appendix G. In addition, crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a government agency, or and organization that tests and qualifies crane operators). Proof of current qualification shall be provided.

1.6.2 Personnel Duties

1.6.2.1 Site Safety and Health Officer (SSHO)/Superintendent

a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.

b. Conduct mishap investigations and complete required reports. Maintain an accident/injury log such as the OSHA Form 300 or host nation equivalent, and Daily Production reports for prime and sub-contractors.

c. Maintain applicable safety reference material on the job site.

d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.

e. Implement and enforce accepted APPS and AHAs.

f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.

g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

1.6.3 Meetings

1.6.3.1 Preconstruction Conference

a. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

b. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.

c. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

d. The functions of a Preconstruction conference may take place at the Post-Award Kickoff meeting for Design Build Contracts.

1.6.3.2 Safety Meetings

Shall be conducted and documented as required by EM 385-1-1. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily quality control report.

1.7 TRAINING

1.7.1 New Employee Indoctrination

New employees (prime and sub-contractor) will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

1.7.2 Periodic Training

Provide Safety and Health Training in accordance with USACE EM 385-1-1 and the accepted APP. Ensure all required training has been accomplished for all onsite employees.

1.7.3 Training on Activity Hazard Analysis (AHA)

Prior to beginning a new phase, training will be provided to all affected

1.8 ACCIDENT PREVENTION PLAN (APP)

The Contractor shall use a qualified person to prepare the written site-specific APP in both English and in the host nation language. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within 24 hours of discovery. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment.

Copies of the accepted plan will be maintained at the Contracting Officer's office and at the job site.

The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

1.8.1 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required:

a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be. The duties of each position shall be specified.

b. Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.

c. Confined Space Entry Plan. Develop a confined space entry plan in accordance with USACE EM 385-1-1, Section 06.I, and any other federal, state and local regulatory requirements identified in this contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

d. Crane Critical Lift Plan. Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall be submitted 15 calendar days prior to on-site work and include the requirements of USACE EM 385-1-1, paragraph 16.C.18. and the following:

   (1) For lifts of personnel, the plan shall demonstrate compliance with the requirements of EM 385-1-1, Section 22.F.

   (2) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim. The amount of list and trim shall be within the crane manufacturer's requirements.

e. Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place and during different phases of construction. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised every six months for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and

maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan shall be included in the Accident Prevention Plan (APP).

1.9 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1, and shall be written in both English and the host nation language. Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHAs as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.

1.10 DISPLAY OF SAFETY INFORMATION

Within 1 calendar day after commencement of work, erect a safety bulletin board at the job site. The safety bulletin board shall include information and be maintained as required by EM 385-1-1, section 01.A.06.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project. Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment. Military medical clinics may provide emergency treatment for serious injuries; the contractor is responsible for coordination with the local military medical clinic prior to mobilization.

1.13 REPORTS

1.13.1 Accident Reports

For recordable injuries and illnesses, and property damage accidents resulting in at least $2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within 5 calendar day(s) of the accident. The Contracting Officer will provide copies of any required or special forms.

1.13.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than $2,000. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.).

Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

1.13.3 Monthly Exposure Reports

Monthly exposure reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

1.13.4 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix H and as specified herein with Daily Reports of Inspections.

1.14 HOT WORK

Prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices, a written permit shall be requested from the Installation. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. The Contractor will provide at least two (2) six kilogram ABC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in fire fighting techniques and remain on-site for a minimum of 120 minutes after completion of the task or as specified on the hot work permit.

When starting work in the facility, Contractors shall require their personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency phone numbers. ANY FIRE, NO MATTER HOW SMALL, SHALL BE REPORTED TO THE RESPONSIBLE FIRE DIVISION/DEPARTMENT IMMEDIATELY.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 CONSTRUCTION AND/OR OTHER WORK

Before initiation of work at the job site, an accident prevention plan, written by the Contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1, will be reviewed and found acceptable by designated Government personnel. Specific requirements for development of the accident prevention plan are found in sections 01.A and Appendix A of EM 385-1-1.

Before beginning each activity involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform the work, activity hazard analysis (AHA) shall be prepared by the Contractor performing the work activity. See paragraph 01.A.09 of EM 385-1-1.

The Contractor shall require subcontractors to submit their plan of operations showing methods they propose to use in accomplishing major phases of work.

The Contractor shall be prepared to discuss the plans in conferences convened by the Contracting Officer prior to starting work on each major phase of operation. Plans shall include all pertinent information such as layout of haul roads, access roads, storage areas, electrical distribution lines,

methods of providing minimum exposure to overhead loads, and methods of access to work areas. The plan for accomplishing the initial work phase shall be submitted within 15 calendar days after award of the contract. Plans for subsequent major phases of work shall be submitted not later than 15 calendar days prior to initiation of work on each major phase.

All areas where construction, demolition, alteration, building, or similarly related activities take place, all workers shall have the following minimum personal protective clothing and equipment:

1. Short sleeve shirt.
2. Long trousers.
3. Steel-toed safety boots.
4. Hard hat.

3.1.1 Falling Object Protection

All areas must be barricaded to safeguard employees. When working overhead, barricade the area below to prevent entry by unauthorized employees. Construction warning tape and signs shall be posted so they are clearly visible from all possible access points. When employees are working overhead all tools and equipment shall be secured so that they will not fall. When using guardrail as falling object protection, all openings shall be small enough to prevent passage of potential falling objects.

3.1.2 Hazardous Material Use

Each hazardous material must receive approval prior to being brought onto the job site or prior to any other use in connection with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material. Any work or storage involving hazardous chemicals or materials must be done in a manner that will not expose Government or Contractor employees to any unsafe or unhealthful conditions. Adequate protective measures must be taken to prevent Government or Contractor employees from being exposed to any hazardous condition that could result from the work or storage. The Prime Contractor shall keep a complete inventory of hazardous materials brought onto the work-site. Approval by the Contracting Officer of protective measures and storage area is required prior to the start of the work.

3.1.3 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocynates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

3.1.4 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.2 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

3.2.1 Training

The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. A competent person for fall protection shall provide the training. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

3.2.2 Fall Protection Equipment and Systems

The Contractor shall enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Employees shall be protected from fall hazards as specified in EM 385-1-1, section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.H. and 05.I. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with USACE EM 385-1-1 and host nation requirements, whichever is more stringent.

3.2.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1 or European Union equivalent. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m (6 feet). The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

3.2.3 Fall Protection for Roofing Work

Fall protection controls shall be implemented based on the type of roof being constructed and work being performed. The roof area to be accessed shall be evaluated for its structural integrity including weight-bearing capabilities for the projected loading.

a. Low Sloped Roofs:

(1) For work within 1.8 m (6 feet) of an edge, on low-slope roofs, personnel shall be protected from falling by use of personal fall arrest systems, guardrails, or safety nets. A safety monitoring system is not adequate fall protection and is not authorized.

(2) For work greater than 1.8 m (6 feet) from an edge, warning lines shall be erected and installed in accordance with USACE EM 385-1-1.

b. Steep-Sloped Roofs: Work on steep-sloped roofs requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also includes residential or housing type construction.

3.2.4 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be certified (or re-certified) by a qualified person for fall protection in accordance with ANSI Z359.1 or European Union equivalent. Exiting horizontal lifeline anchorages shall be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

3.2.5 Horizontal Lifelines

Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person for fall protection as part of a complete fall arrest system which maintains a safety factor of 2.

3.2.6 Guardrails and Safety Nets

Guardrails and safety nets shall be designed, installed and used in accordance with EM 385-1-1 or Host Nation requirements, whichever is more stringent.

3.2.7 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.3 SCAFFOLDING

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Access to scaffold platforms greater than 6 m in height shall be accessed by use of a scaffold stair system. Vertical ladders commonly provided by scaffold system manufacturers shall not be used for accessing scaffold platforms greater than 6 m in height. The use of an adequate gate is required. Contractor shall ensure that employees are qualified to perform scaffold erection and dismantling. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material is prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Work platforms shall be placed on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet. Delineate fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

3.4 EQUIPMENT

3.4.1 Material Handling Equipment

a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.

b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.

c. Operators of forklifts or power industrial trucks shall be trained/licensed in accordance with Host Nation requirements.

3.4.2 Weight Handling Equipment

a. Cranes and derricks shall be equipped as specified in EM-385-1-1 section 16.

b. The Contractor shall notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.

c. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person. All testing shall be performed in accordance with the manufacturer's recommended procedures.

d. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.

e. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11.

f. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves to the satisfaction of the Contracting Officer that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.

g. Portable fire extinguishers shall be inspected, maintained, and recharged.

h. All employees shall be kept clear of loads about to be lifted and of suspended loads.

i. The Contractor shall use cribbing when performing lifts on outriggers.

j. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.

k. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.

l. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.

m. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

n. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

o. Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. Prior to conducting lifting operations the contractor shall set a maximum wind speed at which a crane can be safely operated based on the equipment being used, the load being lifted, experience of operators and riggers, and hazards on the work site. This maximum wind speed determination shall be included as part of the activity hazard analysis plan for that operation.

3.5 EXCAVATIONS

The competent person for excavations performed as a result of contract work shall be on-site when excavation work is being performed, and shall inspect, and document the excavations daily prior to entry by workers. The competent person must evaluate all hazards, including atmospheric, that may be associated with the work, and shall have the resources necessary to correct hazards promptly.

3.5.1 Utility Locations

Prior to any excavation, all underground utilities in the work area must be positively identified by the contractor utilizing a) a private utility locating service in addition to any station locating service, and/or b) a metal and/or cable-detecting device along the route of the excavation. All underground utilities discovered will be flagged a distance of one-half (1/2) meter on each side of the location, and any markings made during the utility investigation must be maintained throughout the contract.

Damage occurring to existing utilities, when the above procedures are not followed, will be repaired at the Contractor's expense.

3.5.2 Utility Location Verification

The Contractor must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. Digging within 0.61 m (2 feet) of a known utility must not be performed by means of mechanical equipment; hand digging shall be used. If construction is parallel to an existing utility the utility shall be exposed by hand digging every 30.5 m (100 feet) if parallel within 1.5 m (5 feet) of the excavation.

3.5.3 Shoring Systems

Trench and shoring systems must be identified in the accepted safety plan and AHA. Manufacture tabulated data and specifications or registered engineer tabulated data for shoring or benching systems shall be readily available on-site for review. Job-made shoring or shielding shall have the registered professional engineer stamp, specifications, and tabulated data. Extreme care must be used when excavating near direct burial electric underground cables.

3.5.4 Trenching Machinery

Trenching machines with digging chain drives shall be operated only when the spotters/laborers are in plain view of the operator. Operator and spotters/laborers shall be provided training on the hazards of the digging chain drives with emphasis on the distance that needs to be maintained when the digging chain is operating. Documentation of the training shall be kept on file at the project site.

3.6 UTILITIES WITHIN CONCRETE SLABS

Utilities located within concrete slabs or pier structures, bridges, and the like, are extremely difficult to identify due to the reinforcing steel used in the construction of these structures. Whenever contract work involves concrete chipping, saw cutting, or core drilling, the existing utility location must be coordinated with station utility departments in addition to a private locating service. Outages to isolate utility systems shall be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.

3.7 ELECTRICAL

3.7.1 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

3.7.2 Portable Extension Cords

Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70 or European Union equivalent.

3.8 WORK IN CONFINED SPACES

The Contractor shall comply with the requirements in Section 06.I of USACE EM 385-1-1. Any potential for a hazard in the confined space requires a permit system to be used.

a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures). All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.

b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.

c. Ensure the use of rescue and retrieval devices in confined spaces greater than 1.5 m (5 feet) in depth. Conform to Sections 06.I.08, 06.I.09 and 06.I.10 of USACE EM 385-1-1.

d. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

e. Include training information for employees who will be involved as entrants and attendants for the work. Conform to Section 06.I.07 of USACE EM 385-1-1.

f. Daily Entry Permit. Post the permit in a conspicuous place close to the confined space entrance.

3.9 CRYSTALLINE SILICA

Grinding, abrasive blasting, and foundry operations of construction materials containing crystalline silica, shall comply with USACE EM 385-1-1, Appendix C. The Contractor shall develop and implement effective exposure control and elimination procedures to include dust control systems, engineering controls, and establishment of work area boundaries, as well as medical surveillance, training, air monitoring, and personal protective equipment.

3.10 DEMOLITION

3.101.1 Demolition Plan

The Contractor shall submit a written demolition plan for all demolition work to be carried on the site. In addition, the demolition plan shall be signed by a Professional Registered Engineer and meet the requirements of the Corps of Engineers Safety and Health Manual, EM 385-1-1, section 23. The demolition plan shall be submitted to the COR at least 1 week before the beginning of the work, including structural calculations for the demolition, if necessary. The demolition work shall not begin before the Contractor has received a written approval from the COR.

3.12.1 Protection of Personnel

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workers remove debris or perform other work in the immediate area.

3.10.1 Protection of Structures

Floors, roofs, walls, columns, pilasters, and other structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, shall remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by the COR. The Contractor shall ensure that no elements determined to be unstable are left unsupported and shall be responsible for placing and securing bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

Interior concrete or masonry walls shall be demolished from the top down unless a Registered Engineer can demonstrate that an alternate method poses no additional safety hazards

3.11 HOUSEKEEPING

3.11.1 Clean-Up

The Contractor shall be responsible for cleaning up. The Contractor shall require his personnel to keep the immediate work site clean of all dirt and debris resulting from work under this contract.

Accumulated dirt and debris shall be hauled off and disposed of in accordance with local law and at least once a week by the Contractor. Additionally, all debris in work areas shall be cleaned up daily or more frequently if necessary. Construction debris may be temporarily located in an approved location, however garbage accumulation must be removed each day.

Stairwells used by the Contractor during execution of work shall be cleaned daily. Cloths, mops, and brushes containing combustible materials shall be disposed of or stored outside of the buildings in tight covered metal containers. Paints and thinners shall not be poured into inlets of the interior or exterior sewage system. Paint, stains, and other residues on adjacent surfaces or fixtures caused by the Contractor shall be carefully removed and cleaned to original finish. Upon completion of the work, the Contractor shall remove all construction equipment, materials and debris resulting from the work. The entire work site and the area used by Contractor personnel shall be left clean.

ATTACHMENT

STR 01525O – SAFETY AND OCCUPATIONAL HEALTH PHASING PLAN

- End of Section -

A. PURPOSE AND RESPONSIBILITIES:

1. The purpose of this SOH Phasing Plan is to establish controls and procedures to reduce the safety and occupational health risks on associated projects to an acceptable level. This SOH Phasing Plan is not intended to address all program SOH requirements, but provides general emphasis to certain procedures and requirements addressed in: EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual

2. For contractor safety on projects associated with this program, compliance with EM 385-1-1 safety requirements will be the long-term goal reached by growing a safety culture. This compliance will, by necessity, be achieved through a phased-in process. In the Commander's letter at the preface of the EM 385-1-1, he acknowledges that in OCONUS locations, strict compliance with the manual may not be possible – and through the hazard analysis process, safety measures can be developed to attain the same degree of safety.

a. The exact timeline and methods of compliance, based generally on the Phase plan below will be determined by in-theater Project Delivery Team (PDT) partners responsible for safety, to include USACE Field Engineering/Construction/ Safety personnel, Prime Contractors and Local Subcontractors. The Prime Contractor, in partnership with the USACE and subcontractors, will develop a Safety and occupational Health Plan (SOHP) consisting of a specific Accident Prevention Plan (APP) and Activity Hazard Analysis for each project.

b. Each project SOHP will evolve as a living document, starting by dividing into phases to provide a goal with a timeline. Focus for the project safety program areas will be based on the following time-based phases.

Phase I: "Saving Lives". Establish achievable compliance methods and basic worker safety education to eliminate or reduce to an acceptable level the life-threatening conditions associated with high hazard construction activities.

- The initial high-hazard focus areas shall include:
    - Excavations
    - Fall Hazards
    - Electrical Work
    - Mobile Construction Equipment
    - Machinery
    - Confined Spaces
- Develop a basic worker safety and health practices manual/ guide and associated mandatory training for each Focus area listed above. These will be in English and local language, based on local conditions and practices and targeted at high-hazard activities.
- On all contract sites, the basic life-support will include First Aid Kits, and emergency communication.
- Contractor Accident Prevention Plans, Activity Hazard Analyses, and other safety-related systems under development with assistance by PDT

Phase II: "Building A Safety Culture" (Approximately one year, beginning at end of Phase I) Advanced safety education of local contractors and LN work force. Full contractor compliance with
USACE safety standards related to high-hazard situations, increased application of standards on all work.

- Workforce education and training to include all applicable requirements of EM 385-1-1 and International Safety Standards
- All required Personal Protective Equipment (PPE) available and used by workers in applicable work practices, as outlined in the EM 385-1-1.
- Contractor Accident Prevention Plans, Activity Hazard Analyses, and other safety-related systems refined to meet standard USACE expectations with assistance by PDT
- Standard Contractor Safety administrative responsibilities required, i.e.: Accident reporting, man-hour tracking, training documentation, First Aid personnel certification, fire protection, etc.

Phase III, "Full Performance" (beginning at end of Phase II) Full performance in compliance with EM 385-1-1 and other applicable laws, regulations, design codes and standards.
Where standard compliance is not possible, local methods may be used in accordance with implementing letter of EM 385-1-1 or through formal waiver process.

3. The PDT shall employ the "Plan, Do, Check, Act" process for implementing this SOHP as a living document. Each PDT member is responsible for planning for safety and health management within their area of responsibility, implementing agreed-on mitigation, checking to assure that the SOHP is being implemented and acting to adjust plans and implementation with a goal of continuous improvement. This plan will be reviewed and revised as needed at the initiation of each Phase listed above.

4. The PDT members shall cooperate in developing a listing of potential hazards associated with each project.

B. GOALS AND OBJECTIVES:

1. Goals. The safety and health goals of all projects are:
    a. Be accident free
    b. Detect and address safety and health problems early in the life of each project
    c. Do not accept unnecessary risk
    d. Every team member, to include contractors shall contribute to the safety and health of their fellow team members and assure that the product is free of inherent hazards to the user.
    e. Educate the workforce and promote Safety as a new way of doing business, show how the project and the employee benefit from Safety.

2. Objectives. The safety and health objectives of this program are:
   a. Managers, supervisors, and workers shall be held accountable, based on the current Phase, for safety and health.
   b. Safety and health expectations shall be communicated with the work force in their native language through the use of banners, flyers, and periodic safety meetings
   c. The work force shall have the safety and health training needed to perform the work at hand, based on the Phase.
   d. Injury and property damage shall be avoided through early detection and management of hazards

Phase I Interim Safety and Occupational Health Work Practices for USACE Contractor Projects

Phase I Safety Program

1. Contractors shall strive to maintain full compliance with the USACE Safety Requirements Manual, EM 385-1-1. This may not be easily achieved during this Phase, due to a number of factors. The focus for safety and health efforts during this Phase is Saving Lives – the prevention of deaths, permanently disabling injuries, and major property loss. The goal during this period is to provide the equipment and methods needed to save lives and to train the workforce in working safely and using the correct personal Protective Equipment (PPE).

2. In order to assist in achieving this goal immediately, the following interim standards shall be used (as a minimum acceptable standard) when full compliance with the EM 385-1-1 is not possible. Contractors shall provide these standards in to their workforce in the local language and shall provide training as needed to ensure worker awareness.

Basic Safety and Health Standards for Construction

A. USACE and the contractors must form a team to assure safety on every job site and prevent serious accidents. All unsafe conditions must be reported and the hazard reduced before work may proceed.

B. Personal Protective Equipment (PPE) may not always be available to every worker during this Phase. Where the equipment required by the USACE Safety Manual, EM 385-1-1, cannot be provided in a timely manner, the contractor shall develop methods that will provide a similar degree of safety (as accepted by USACE) and not expose the workers to serious risk. The mandatory minimum standards for all PPE are:

   - Footwear: Closed-toe durable shoes or boots shall be worn by all workers on the project site. No sandals or sports shoes will be allowed, at no time will workers be allowed on the project site with bare feet. Safety footwear (steel-toe or other protection) should be worn by workers using steel rollers, tampers, jack hammers or carrying heavy objects (metal, concrete, stone)

   - Head Protection: When they are available, hard hats should be worn by all construction workers when they are at the project. Hard Hats must be worn in overhead hazard areas including material hoisting/ lifting operations, areas below scaffolds and other elevated work, in excavations, and low ceiling areas that have sharp or hazardous projections. If they are not available, then workers must be kept away from these and other overhead hazard areas.

   - Respirators: Workers exposed to toxic chemicals, vapors, gases and dusts must wear proper respiratory protection. Such exposure is expected in asbestos removal/ repair work, working with paints and solvents in rooms or enclosed spaces, and fuel production facilities. The employer must train the workers in the uses of the respirator and how to properly wear it. The minimum acceptable respirator is a negative pressure filter or

cartridge half-face respirator that is correctly equipped for the hazard. Contractors shall consult and follow the ACGIH guidance for length of allowable exposure to the contaminant and workers shall not exceed the recommended time for exposure. Dust Masks will be worn when the work is producing visible dust.

- Eye Protection: Workers shall wear protective glasses, goggles, or visors when exposed to eye hazards. These hazards include concrete dust, stone and concrete chips from hammering, sandblasting, and power tool cutting or milling. Workers performing welding and cutting with torches or arc-welding equipment shall wear the proper shaded lenses in face shields and/ or goggles.
- Hearing Protection: Protective ear plugs shall be worn when workers are exposed to potentially damaging noise including jack hammers, flight line operations, power saws and grinders, and combustion engines without mufflers.
- Gloves: All workers shall have protective gloves appropriate to the task.
- Clothing: Workers shall wear clothing that protects their skin from damage – shirts and long pants at a minimum. Workers exposed to welding operations, chemicals, abrasive blasting, wet concrete, asbestos, and other hazardous contaminants will wear appropriate clothing for the hazard. Workers using power tools or operating equipment shall not wear very loose or flowing clothing that may get caught in the equipment.

C. Work Methods for Highly Hazardous Work: The following types of work and hazards are recognized as the leading cause of serious injuries and deaths in construction work. Each type of work has specific PPE and safety equipment that is required to do the work and also specific procedures that must be followed every time the work is done. These interim measures are the minimum acceptable precautions. For each project, an Activity Hazard Analysis (AHA) shall be completed and, when possible, compliance with more restrictive methods of the EM 385-1-1 shall be achieved.

Workers shall be trained on the following safety precautions, the nature of the hazards involved, and any additional work methods used before performing each type of work

- Excavations
  - The Site Safety and Health Officer will be contacted for inspection of the work prior to digging. The SSHO will assist in any safety equipment or techniques that are required to avoid injury. They will also provide a safety check on the location to assure the there are no underground hazards at the site.
  - All excavations or unsafe areas will be marked with barricades or warning tape. These warnings must be maintained and visible until the area is restored to a safe condition.
  - When workers will enter trenches, the walls shall be sloped according to the type of soil or shoring, trench boxes, or other structures will be used to protect workers from collapsing walls
  - Soil removed from trenches will not be placed at the edge of the trench – it must be placed back at least 1 meter from the edge.
  - Vehicles and construction equipment must not be parked closer than 2 meters from the edge of an excavation.
  - Excavation walls shall be inspected regularly during each day to check for cracks, bulges, large stones, sandy areas, and failure of the wall. If these conditions are found, nobody may enter the excavation and the damaged area must be dug out or braced.

- Fall Hazards
  - When working above 2 meters from the ground or another level, all workers shall be protected from falling. The SSHO will inspect prior to beginning work to be sure the work methods are safe. Inspection will include work on ladders, scaffolds, and other elevated work areas.
  - Protection systems shall be sturdy railings, walls, or other structures
  - If there are no structures to protect workers, body belts or harnesses shall be used along with lanyards.
  - Body belts should be mainly be used only to prevent a worker from falling over an edge or off a structure.
  - Body belts and harnesses can both be used as fall protection (stopping a falling worker). The lanyard shall be rope strong enough to withstand the shock of stopping the worker's weight, and they shall be as short as possible, to limit the shock force. Lanyards shall never allow a worker to fall more than 2 meters. It is recommended that lanyards without shock absorber devices be no longer than 1 meter.

- Electrical Work
  - All circuits, wires, and electrical devices shall be tested with a volt meter and found to be de-energized before workers touch the energized parts
  - Controls, switches, and other means for energizing the circuit or equipment shall be tagged "do not operate"
  - Workers shall not work closer to energized systems than the distances listed in the USACE manual.
  - Temporary electrical systems shall be grounded and tested for good ground resistance before use.
  - Power tools shall be protected from water and damage, and their cords must be insulated. Cords must be factory installed or equivalent replacements, including safety grip plug and cord boot.
  - Extension cords will be in safe, good working order.

- Mobile Construction Equipment
  - If equipment, particularly cranes, are damaged the repairs shall be done by a competent repair person and verified by the SSHO prior to being brought back into service.
  - Nobody may ride outside the cab of construction equipment. Specifically, no riders may ever be in loader buckets, bulldozer blades, on forklift forks, or suspended by a crane.
  - When workers are nearby, construction equipment must have reverse signal alarms or shall use a spotter standing away from the equipment. The spotter must be visible by the driver and positioned to see the area behind the equipment.
  - Construction equipment must work a safe distance from electrical systems, based on the voltage.
  - Cranes must be used according to the manufacturer. If no manufacturer data is available, a load chart shall be developed by a qualified engineer.
  - Workers should stay out of the radius of the crane boom during a lift.
  - Lifting ropes shall be inspected daily for breaks and failure of hardware and fittings.
  - Nobody shall ever ride the hook or load of a crane.

- Machinery
  - Rotating shafts, wheels, blades, and other hazardous parts shall have guards to prevent workers from being injured.
  - Fuel-powered machinery must not be operated indoors or near enclosed areas without using powered ventilation to prevent toxic CO build-up.
  - Metal housings of electrically powered equipment must be grounded

- Confined Spaces

- The SSHO will pre-approve any work in a confined space, such as in a tank, sewer, manhole or any other enclosed area. The SSHO will inspect the work and assist with any safety equipment or techniques that are required.
- All permit-required confined spaces (PRCS) on a project shall have signs prohibiting entry.
- Entrants, supervisors, and attendants for PRCS shall be properly trained.
- When available, oxygen/flammable/toxic gas meters shall be used for all PRCS. This equipment must be used to evaluate the air in all spaces known or suspected to have contained flammable or toxic chemicals or contain sewage, rotting vegetation or other organic matter.
- For spaces not meeting the above criteria, mechanical ventilation fans shall be used to clear the air in the space when meters are not available. Based on the air flow of the fan, it shall exhaust the total volume of the space a minimum of seven times prior to entry.
- All entrants shall wear a harness, body belt, or other device attached to a rope sufficient to retrieve the worker in an emergency.
- Permits should be used during PRCS entry. If not possible, then some visible means, such as flags or tags outside the entrance, shall be used so supervisors can see when workers are in the space.

- Gas Cylinders
  - Pressurized gas cylinders, such as Oxygen and Acetylene tanks will be stored in a holding stand/ cart to prevent them from falling over. Cylinders will not be placed free on the ground or standing free. If the bottle is not in use the valve will be removed.

D. Child Labor. Minors under the age of 18 may not perform any of the above hazardous work. Additionally, these minors can not perform any hazardous work such as operating dangerous power tools (circular saws, jack hammers, lathes, etc), driving vehicles, be exterior assistants for vehicle operators or operating mobile construction equipment, explosives work, work at heights over 2 meters without standard railings, electrical work, entering excavations, and work with toxic substances.

-- End of Section --

SPECIFICATION SECTION 01770

CLOSEOUT PROCEDURES

PART 1: GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01335 SUBMITTAL PROCEDURES:

SD-10 Operation and Maintenance Data
Equipment/Product Warranty List; G
Submit Data Package 1 in accordance with Section 01781 OPERATION AND MAINTENANCE DATA.

SD-11 Closeout Submittals
As-Built Drawings; G
Record Of Materials; G
Equipment/Product Warranty Tag; G

1.2 PROJECT RECORD DOCUMENTS

1.2.1 As-Built Drawings

As built drawings shall be submitted in accordance with Section 01015 SPECIAL CONDITIONS

1.2.2 As-Built Record of Materials

Furnish a record of materials.

Where several manufacturers' brands, types, or classes of the item listed have been used in the project, designate specific areas where each item was used. Designations shall be keyed to the areas and spaces depicted on the contract drawing. Furnish the record of materials used in the following format:

MATERIALS DESIGNATION	SPECIFICATION	MANUFACTURER	MATERIALS USED (MANUFACTURER'S DESIGNATION)	WHERE USED

1.3 EQUIPMENT/PRODUCT WARRANTIES

1.3.1 Equipment/Product Warranty List

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled.

The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. A joint 4 month and 9 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.

b. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

c. A list for each warranted equipment, item, feature of construction or system indicating:

55 Name of item.
56 Model and serial numbers.
57 Location where installed.
58 Name and phone numbers of manufacturers or suppliers.
59 Names, addresses and telephone numbers of sources of spare parts.
60 Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
61 Cross-reference to warranty certificates as applicable.
62 Starting point and duration of warranty period.
63 Summary of maintenance procedures required to continue the warranty in force.
64 Cross-reference to specific pertinent Operation and Maintenance manuals.
65 Organization, names and phone numbers of persons to call for warranty service.
66 Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.

e. Procedure and status of tagging of all equipment covered by extended warranties.

f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

1.3.2 Performance of Warranty Work

In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the remaining construction warranty funds of expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

Following oral or written notification of required construction warranty repair work, the Contractor shall respond in a timely manner. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor.

1.3.3 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

1.3.4 Warranty Tags

At the time of installation, each warranted item shall be tagged with a durable, oil and water resistant tag approved by the Contracting Officer. Each tag shall be attached with a copper wire and shall be sprayed with a silicone waterproof coating. The date of acceptance and the QC signature shall remain blank until project is accepted for beneficial occupancy. The tag shall show the following information.

a. Type of product/material _____
b. Model number _____
c. Serial number_____
d. Contract number_____
e. Warranty period _____ from _____ to _____
f. Inspector's signature_____
g. Construction Contractor_____
Address _____
Telephone number _____
h. Warranty contact _____
Address _____
Telephone number _____
i. Warranty response time priority code _____
j. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.

1.4 MECHANICAL TESTING AND BALANCING

All contract requirements for testing/adjusting/balancing shall be fully completed, including all testing, prior to contract completion date. The time required to complete all testing/adjusting/balancing is included in the allotted calendar days for completion.

1.5 FINAL CLEANING

The premises shall be left broom clean. Stains, foreign substances, and temporary labels shall be removed from surfaces. Carpet and soft surfaces shall be vacuumed. Equipment and fixtures shall be cleaned to a sanitary condition. Filters of operating equipment shall be replaced. Debris shall be removed from roofs, drainage systems, gutters, and downspouts. Paved areas shall be swept and landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, and construction facilities removed. A list of completed clean-up items shall be submitted on the day of final inspection.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SPECIFICATION SECTION 01781

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 SUBMISSION OF OPERATION AND MAINTENANCE DATA

Submit Operation and Maintenance (O&M) Data specifically applicable to this contract and a complete and concise depiction of the provided equipment, product, or system. Organize and present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal. Submit in accordance with this section and Section 01335 SUBMITTAL PROCEDURES.

1.1.1 Package Quality

Documents must be fully legible. Poor quality copies and material with hole punches obliterating the text or drawings will not be accepted.

1.1.2 Package Content

Data package content shall be as shown in the paragraph titled "Schedule of Operation and Maintenance Data Packages." Comply with the data package requirements specified in the individual technical sections, including the content of the packages and addressing each product, component, and system designated for data package submission.

1.1.3 Changes to Submittals

Manufacturer-originated changes or revisions to submitted data shall be furnished by the Contractor if a component of an item is so affected subsequent to acceptance of the O&M Data. Changes, additions, or revisions required by the Contracting Officer for final acceptance of submitted data, shall be submitted by the Contractor within 30 calendar days of the notification of this change requirement.

1.2 TYPES OF INFORMATION REQUIRED IN O&M DATA PACKAGES

1.2.1 Operating Instructions

Include specific instructions, procedures, and illustrations for the following phases of operation:

1.2.1.1 Safety Precautions

List personnel hazards and equipment or product safety precautions for all operating conditions.

1.2.1.2 Operator Prestart

Include procedures required to set up and prepare each system for use.

1.2.1.3 Startup, Shutdown, and Post-Shutdown Procedures

Provide narrative description for Startup, Shutdown and Post-shutdown operating procedures including the control sequence for each procedure.

1.2.1.4 Normal Operations

Provide narrative description of Normal Operating Procedures. Include Control Diagrams with data to explain operation and control of systems and specific equipment.

1.2.1.5 Emergency Operations

Include Emergency Procedures for equipment malfunctions to permit a short period of continued operation or to shut down the equipment to prevent further damage to systems and equipment. Include Emergency Shutdown Instructions for fire, explosion, spills, or other foreseeable contingencies. Provide guidance and procedures for emergency operation of all utility systems including required valve positions, valve locations and zones or portions of systems controlled.

1.2.1.6 Operator Service Requirements

Include instructions for services to be performed by the operator such as lubrication, adjustment, inspection, and recording gage readings.

1.2.1.7 Environmental Conditions

Include a list of Environmental Conditions (temperature, humidity, and other relevant data) that are best suited for the operation of each product, component or system. Describe conditions under which the item equipment should not be allowed to run.

1.2.2 Preventive Maintenance

Include the following information for preventive and scheduled maintenance to minimize corrective maintenance and repair.

1.2.2.1 Lubrication Data

Include preventative maintenance lubrication data, in addition to instructions for lubrication provided under paragraph titled "Operator Service Requirements":

67 A table showing recommended lubricants for specific temperature ranges and applications.
68 Charts with a schematic diagram of the equipment showing lubrication points, recommended types and grades of lubricants, and capacities.
69 A Lubrication Schedule showing service interval frequency.

1.2.2.2 Preventive Maintenance Plan and Schedule

Include manufacturer's schedule for routine preventive maintenance, inspections, tests and adjustments required to ensure proper and economical operation and to minimize corrective maintenance. Provide manufacturer's projection of preventive maintenance work-hours on a daily, weekly, monthly, and annual basis including craft requirements by type of craft. For periodic calibrations, provide manufacturer's specified frequency and procedures for each separate operation.

1.2.3 Corrective Maintenance (Repair)

Include manufacturer's recommended procedures and instructions for correcting problems and making repairs.

1.2.3.1 Troubleshooting Guides and Diagnostic Techniques

Include step-by-step procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test

equipment required to determine whether parts and equipment may be reused or require replacement.

1.2.3.2 Wiring Diagrams and Control Diagrams

Wiring diagrams and control diagrams shall be point-to-point drawings of wiring and control circuits including factory-field interfaces. Provide a complete and accurate depiction of the actual job specific wiring and control work. On diagrams, number electrical and electronic wiring and pneumatic control tubing and the terminals for each type, identically to actual installation configuration and numbering.

1.2.3.3 Maintenance and Repair Procedures

Include instructions and a list of tools required to repair or restore the product or equipment to proper condition or operating standards.

1.2.3.4 Removal and Replacement Instructions

Include step-by-step procedures and a list required tools and supplies for removal, replacement, disassembly, and assembly of components, assemblies, subassemblies, accessories, and attachments. Provide tolerances, dimensions, settings and adjustments required. Instructions shall include a combination of text and illustrations.

1.2.3.5 Spare Parts and Supply Lists

Include lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonable delays. Special consideration is required for facilities at remote locations. List spare parts and supplies that have a long lead-time to obtain.

1.2.4 Corrective Maintenance Work-Hours

Include manufacturer's projection of corrective maintenance work-hours including requirements by type of craft. Corrective maintenance that requires completion or participation of the equipment manufacturer shall be identified and tabulated separately.

1.2.5 Appendices

Provide information required below and information not specified in the preceding paragraphs but pertinent to the maintenance or operation of the product or equipment. Include the following:

1.2.6 Parts Identification

Provide identification and coverage for all parts of each component, assembly, subassembly, and accessory of the end items subject to replacement. Include special hardware requirements, such as requirement to use high-strength bolts and nuts. Identify parts by make, model, serial number, and source of supply to allow reordering without further identification. Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items. When illustrations omit the part numbers and description, both the illustrations and separate listing shall show the index, reference, or key number that will cross-reference the illustrated part to the listed part. Parts shown in the listings shall be grouped by components, assemblies, and subassemblies in accordance with the manufacturer's standard practice. Parts data may cover more than one model or series of equipment, components, assemblies, subassemblies, attachments, or accessories, such as typically shown in a master parts catalog

1.2.6.1 Warranty Information

List and explain the various warranties and include the servicing and technical precautions prescribed by

the manufacturers or contract documents in order to keep warranties in force. Include warranty information for primary components such as the compressor of air conditioning system.

1.2.6.2 Personnel Training Requirements

Provide information available from the manufacturers that is needed for use in training designated personnel to properly operate and maintain the equipment and systems.

1.2.6.3 Testing Equipment and Special Tool Information

Include information on test equipment required to perform specified tests and on special tools needed for the operation, maintenance, and repair of components.

1.2.6.4 Contractor Information

Provide a list that includes the name, address, and telephone number of the General Contractor and each Subcontractor who installed the product or equipment, or system. For each item, also provide the name address and telephone number of the manufacturer's representative and service organization most convenient to the project site. Provide the name, address, and telephone number of the product, equipment, and system manufacturers.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 TRAINING

Unless provided for elsewhere, the Contractor shall provide operational and maintenance training for all systems furnished under this contract in accordance with this section. The training shall not take place until the operation and maintenance manuals are submitted and approved.

Training will be given to personnel responsible for the operation and maintenance of the system at the installation. Orient training to the specific system being installed under this contract. Use operation and maintenance manual as the primary instructional aid in contractor provided activity personnel training. Manuals shall be delivered for each trainee with two additional sets delivered for archiving at the project site. Submit a training course schedule, syllabus, and training materials 14 days prior to the start of training. Obtain approval of the training course before beginning that phase of training. Furnish a qualified instructor approved by the system manufacturer to conduct training for the specific system.

Training manuals shall include an agenda, defined objectives and a detailed description of the subject matter for each lesson. Furnish audio-visual equipment and all other training materials and supplies. A training day is defined as 8 hours of classroom or lab instruction, including two 15 minute breaks and excluding lunch time, Monday through Friday, during the daytime shift in effect at the training facility. For guidance, the Contractor should assume the attendees will have a high school education.

The Contractor shall videotape the training session on VHS tapes and provide the tapes to the Government.

-- End of Section --

SECTION 01780A

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01335 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

As-Built Drawings

Drawings showing final as-built conditions of the project. The final CADD as-built drawings shall consist of one set of electronic CADD drawing files in the specified format, one set of mylar drawings, 2 sets of blue-line prints of the mylars, and one set of the approved working as-built drawings.

SD-03 Product Data

As-Built Record of Equipment and Materials

Two copies of the record listing the as-built materials and equipment incorporated into the construction of the project.

Warranty Management Plan

One set of the warranty management plan containing information relevant to the warranty of materials and equipment incorporated into the construction project, including the starting date of warranty of construction. The Contractor shall furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.

Warranty Tags

Two record copies of the warranty tags showing the layout and design.

Final Cleaning

Two copies of the listing of completed final clean-up items.

1.2 PROJECT RECORD DOCUMENTS

1.2.1 As-Built Drawings

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

1.2.1.1 Government Furnished Materials

One set of electronic CADD files in the specified software and format revised to reflect all bid amendments will be provided by the Government at the preconstruction conference for projects requiring CADD file as-built drawings.

1.2.1.2 Working As-Built and Final As-Built Drawings

The Contractor shall revise 2 sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a weekly basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final as-built drawings shall show, but shall not be limited to, the following information:

a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

b. The location and dimensions of any changes within the building structure.

c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.

d. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.

f. Changes or modifications which result from the final inspection.

g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.

h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.

i. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.

j. Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures.

(1) Directions in the modification for posting descriptive changes shall be followed.

(2) A Modification Circle shall be placed at the location of each deletion.

(3) For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.

(4) For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).

(5) For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.

(6) For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.

(7) The Modification Circle size shall be 12.7 mm 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

1.2.1.3 Drawing Preparation

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

1.2.1.4 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The Contractor will be furnished "as-designed" drawings in AutoCad Release 2000 or Microstation V8 format compatible with a Window 2000 or Windows XP operating system. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

a. CADD colors shall be the "base" colors of red, green, and blue. Color code for changes shall be as follows:

(1) Deletions (red) - Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders.

(2) Additions (Green) - Added items shall be drawn in green with green lettering in notes and leaders.

(3) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes shall be in blue.

b. The Contract Drawing files shall be renamed in a manner related to the contract number (i.e., 98-C-10.DGN) as instructed in the Pre-Construction conference. Marked-up changes shall be made only to those renamed files. All changes shall be made on the layer/level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing. Special notes shall be in blue on layer#63.

c. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 5 mm 3/16 inch high. All other contract drawings shall be marked either "AS-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

d. Within 20days for contracts $5 million and above after Government approval of all of the working as-built drawings for a phase of work, the Contractor shall prepare the final CADD as-built drawings for that phase of work and submit two sets of blue-lined prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 10 days for contracts $5 million and above the Contractor shall revise the CADD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 20 days for contracts $5 million and above of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project. The submittal shall consist of one set of electronic files on compact disc, read-only memory (CD-ROM), one set of mylars, two sets of blue-line prints and one set of the approved working as-built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.2.1.5 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs accrued in connection with such drawings shall be considered a subsidiary obligation of the Contractor.

1.2.2 As-Built Record of Equipment and Materials

The Contractor shall furnish one copy of preliminary record of equipment and materials used on the project 15 days prior to final inspection. This preliminary submittal will be reviewed and returned 2 days after final inspection with Government comments. Two sets of final record of equipment and materials shall be submitted 10 days after final inspection. The designations shall be keyed to the related area depicted on the contract drawings. The record shall list the following data:

RECORD OF DESIGNATED EQUIPMENT AND MATERIALS DATA

Description	Specification Section	Manufacturer and Catalog, Model, and Serial Number	Composition and Size	Where Used

1.2.3 Final Approved Shop Drawings

The Contractor shall furnish final approved project shop drawings 30 days after transfer of the completed facility.

1.2.4 Construction Contract Specifications

The Contractor shall furnish final as-built construction contract specifications, including modifications thereto, 30 days after transfer of the completed facility.

1.2.5 Real Property Equipment

The Contractor shall furnish a list of installed equipment furnished under this contract. The list shall include all information usually listed on manufacturer's name plate. The "EQUIPMENT-IN-PLACE LIST" shall include, as applicable, the following for each piece of equipment installed: description of item, location (by room number), model number, serial number, capacity, name and address of manufacturer, name and address of equipment supplier, condition, spare parts list, manufacturer's catalog, and warranty. A draft list shall be furnished at time of transfer. The final list shall be furnished 30 days after transfer of the completed facility.

1.3 WARRANTY MANAGEMENT

1.3.1 Warranty Management Plan

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. A joint 4 month and 9 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subContractors, manufacturers or suppliers involved.

b. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

c. A list for each warranted equipment, item, feature of construction or system indicating:

1. Name of item.

2. Model and serial numbers.
3. Location where installed.
4. Name and phone numbers of manufacturers or suppliers.
5. Names, addresses and telephone numbers of sources of spare parts.
6. Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
7. Cross-reference to warranty certificates as applicable.
8. Starting point and duration of warranty period.
9. Summary of maintenance procedures required to continue the warranty in force.
10. Cross-reference to specific pertinent Operation and Maintenance manuals.
11. Organization, names and phone numbers of persons to call for warranty service.
12. Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.

e. Procedure and status of tagging of all equipment covered by extended warranties.

f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

1.3.2 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

1.3.3 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Contracting Officer, the Contractor shall respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the timeframes specified, the Government will perform the work and backcharge the construction warranty payment item established.

a. First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.

b. Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.

d. The "Construction Warranty Service Priority List" is as follows:

Code 1-Air Conditioning Systems

1) Recreational support.
2) Air conditioning leak in part of building, if causing damage.
3) Air conditioning system not cooling properly.

Code 1-Doors

1) Overhead doors not operational, causing a security, fire, or safety problem.
2) Interior, exterior personnel doors or hardware, not functioning properly, causing a security, fire, or safety problem.

Code 3-Doors

1) Overhead doors not operational.
2) Interior/exterior personnel doors or hardware not functioning properly.

Code 1-Electrical

1) Power failure (entire area or any building operational after 1600 hours).
2) Security lights
3) Smoke detectors

Code 2-Electrical

1) Power failure (no power to a room or part of building).
2) Receptacle and lights (in a room or part of building).

Code 3-Electrical

Street lights.

Code 1-Gas

1) Leaks and breaks.
2) No gas to family housing unit or cantonment area.

Code 1-Heat

1) Area power failure affecting heat.
2) Heater in unit not working.

Code 2-Kitchen Equipment

1) Dishwasher not operating properly.
2) All other equipment hampering preparation of a meal.

Code 1-Plumbing

1) Hot water heater failure.
2) Leaking water supply pipes.

Code 2-Plumbing

1) Flush valves not operating properly.
2) Fixture drain, supply line to commode, or any water pipe leaking.
3) Commode leaking at base.

Code 3 –Plumbing

Leaky faucets.

Code 3-Interior

1) Floors damaged.
2) Paint chipping or peeling.
3) Casework.

Code 1-Roof Leaks

Temporary repairs will be made where major damage to property is occurring.

Code 2-Roof Leaks

Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

Code 2-Water (Exterior)

No water to facility.

Code 2-Water (Hot)

No hot water in portion of building listed.

Code 3-All other work not listed above.

1.3.5 Warranty Tags

At the time of installation, each warranted item shall be tagged with a durable, oil and water resistant tag approved by the Contracting Officer. Each tag shall be attached with a copper wire and shall be sprayed with a silicone waterproof coating. The date of acceptance and the QC signature shall remain blank until project is accepted for beneficial occupancy. The tag shall show the following information.

a. Type of product/material_____.

b. Model number_____.

c. Serial number_____.

d. Contract number_____.

e. Warranty period_____from_____to_____.

f. Inspector's signature_____.

g. Construction Contractor_____.
Address_____. Telephone number_____.

h. Warranty contact_____.
Address_____. Telephone number_____.

i. Warranty response time priority code_____.

j. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.

1.4 MECHANICAL TESTING, ADJUSTING, BALANCING, AND COMMISSIONING

Prior to final inspection and transfer of the completed facility; all reports, statements, certificates,

and completed checklists for testing, adjusting, balancing, and commissioning of mechanical systems shall be submitted to and approved by the Contracting Officer as specified inapplicable technical specification sections.

1.5 OPERATION AND MAINTENANCE MANUALS

Operation manuals and maintenance manuals shall be submitted as specified. Operation manuals and maintenance manuals provided in a common volume shall be clearly differentiated and shall be separately indexed.

1.6 FINAL CLEANING

The premises shall be left broom clean. Stains, foreign substances, and temporary labels shall be removed from surfaces. Carpet and soft surfaces shall be vacuumed. Equipment and fixtures shall be cleaned to a sanitary condition. Filters of operating equipment shall be replaced. Debris shall be removed from roofs, drainage systems, gutters, and downspouts. Paved areas shall be swept and landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, and construction facilities removed. A list of completed clean-up items shall be submitted on the day of final inspection.

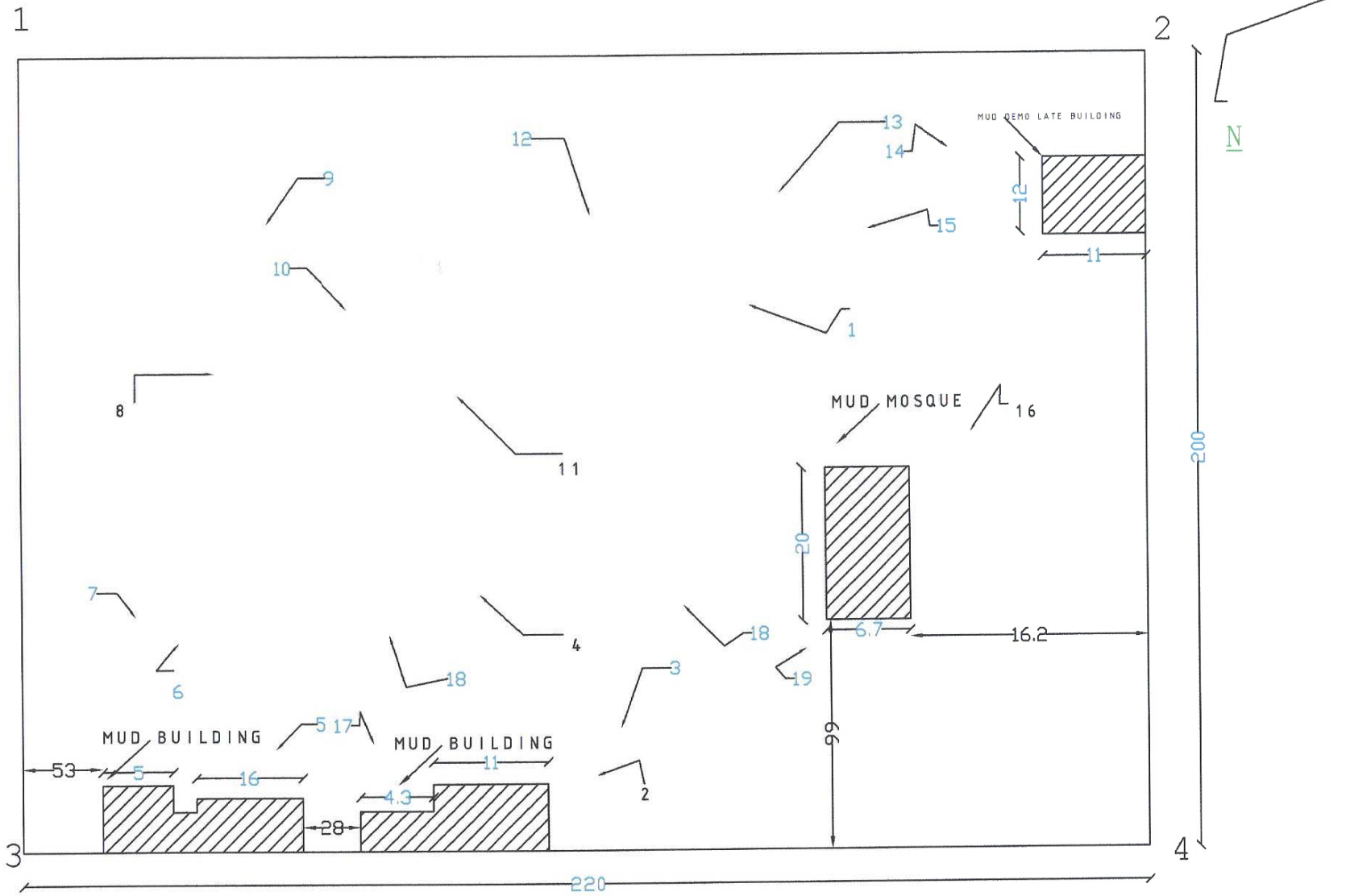
PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section -

REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED

27 June/2006



Client:

US Army Corps of Engineers
Afghanistan Engineers District
Kabul Afghanistan

Contrator:

ALBIRONY CONSTRUCTION & ENGINEERING Inc
ACE Inc.

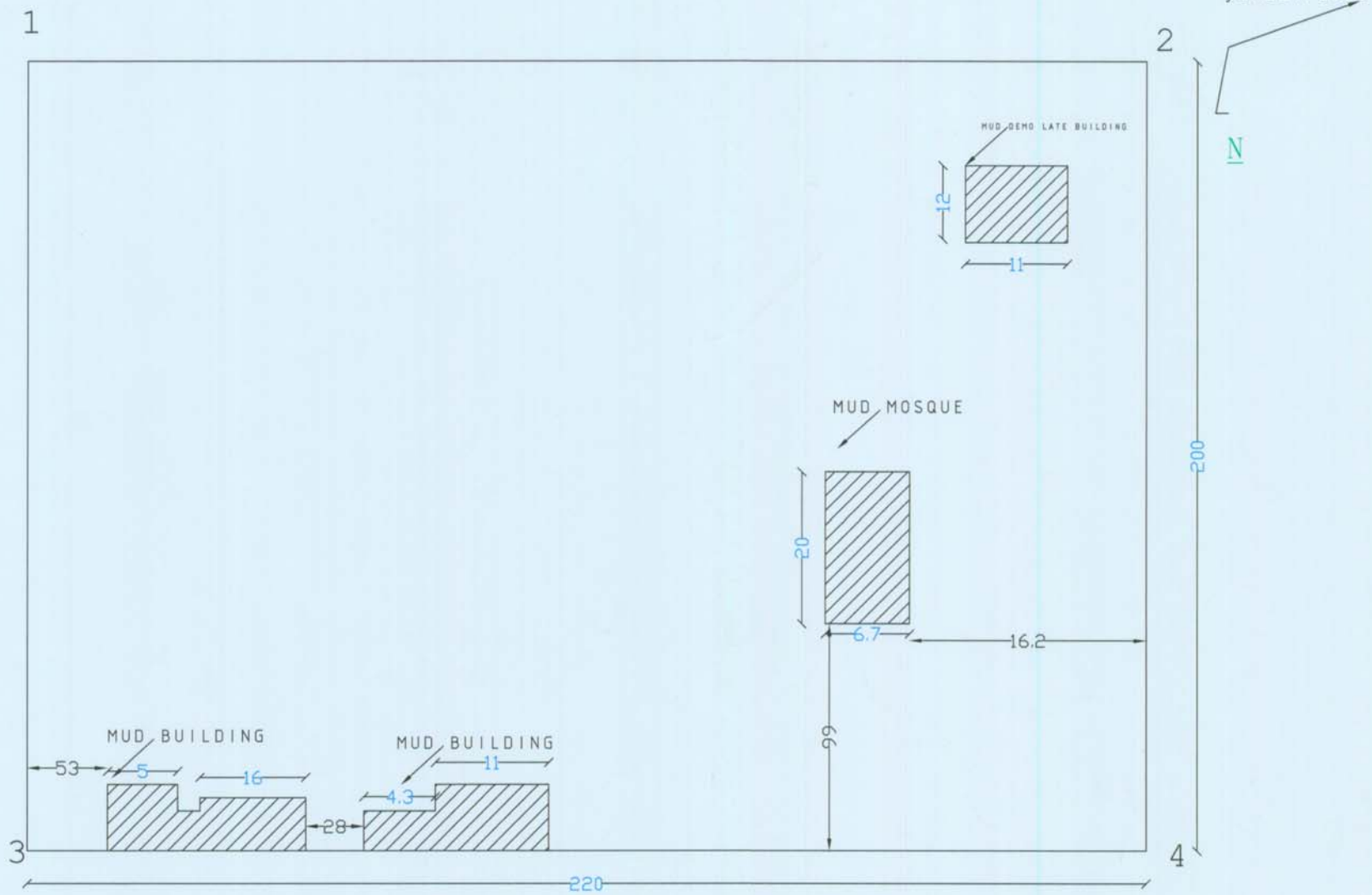
Drw/by	Eng/Nowshad.M-zai
Surv/by	Eng/Sarwer
Chk/by	Eng/Dauod
Apr/by	Eng S.Jafer-Ibrahimi

UP Provincial HQ Site Photo Layout

SIZE	FSCM NO.	DWG NO. 002	REV
SCALE	All dimensions by Meter	SHEET 005	

REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED

june27/2006



Client:

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Afghanistan Engineers District
Kabul Afghanistan

Contractor:

ALBIRONY CONSTRUCTION & ENGINEERING Inc
ACE Inc.

Drw/by	Eng/Nowshad.M-zai	UP Provincial HQ Existing Site Conditionsd
Surv/by	Eng/Sarwer	
Chk/by	Eng/Dauod	SIZE / FSCM NO. / DWG NO. 002 / REV
Apr/by	Eng S.Jafer-Ibrahimi	SCALE / All dimensions by Meter / SHEET 005

South photo (1) shown the control station building

South photo (2) shown the boundary wall

South west photo (3) of building the border police brigade

North east photo (4) building for soldiers

North West photo (5) shown the car parking

South east photo (6) shown the old damage store buildings

North West photo (7) new border brigade building

North West photo (8) shown the old tanks on the site

South east photo (9) shown the mad med old building on the site

South photo (10) shown the mad med old building on the site

West south photo (11) shown the boundary wall

North West photo (12) side of view

North photo (13) shown the all site area

North photo (14) boundary wall

North photo (15) all site of view.

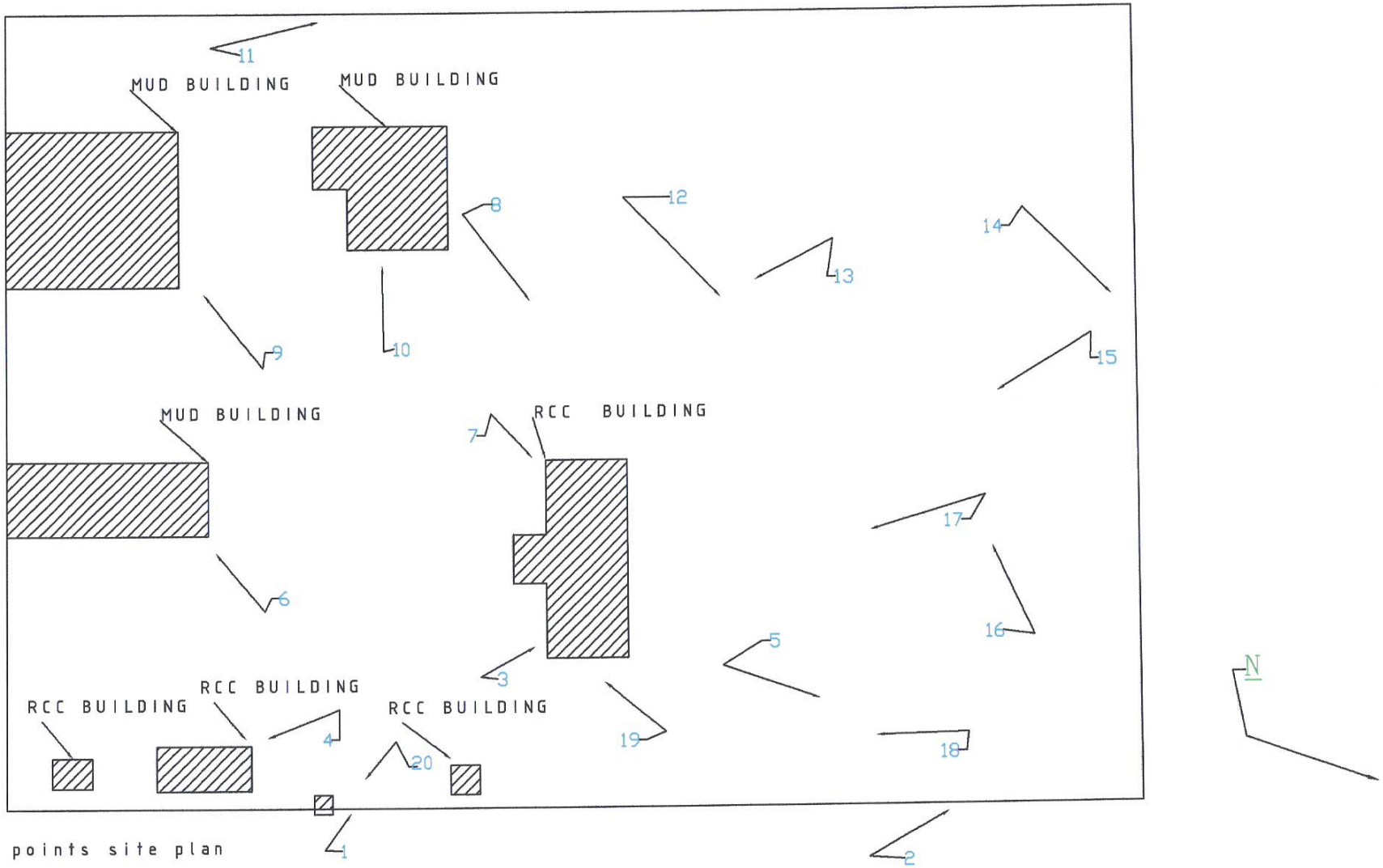
South photo South photo (16) agriculture area

North photo (17) shown the old cars store

East photo (18) shown the care parking area

REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED

30 june/2006



Picture points site plan

Client

US Army Corps of Engineers
Afghanistan Engineers District
Kabul Afghanistan

Contrator.

ALBIRONY CONSTRUCTION & ENGINEERING Inc
ACE Inc.

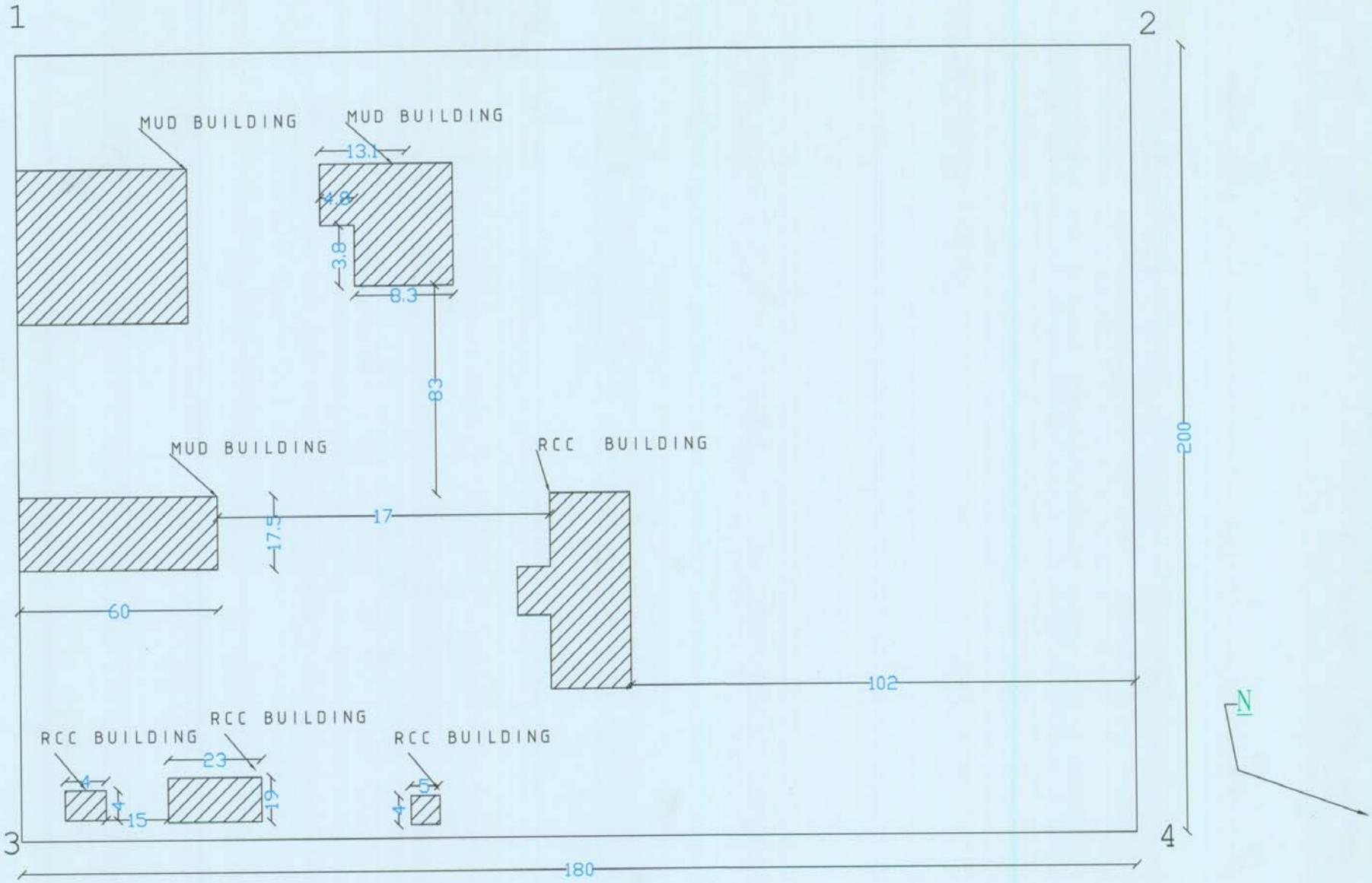
Drw/by	Eng/Nowshad.M-zai
Surv/by	Eng/Sarwer
Chk/by	Eng/Dauod
Apr/by	E ng S.Jafer-Ibrahimi

BP Brigade HQ Site Photo Layout

SIZE	FSCM NO.	DWG NO. 002	REV
SCALE	All dimensions by Meter	SHEET 005	

REVISIONS				
ZONE	REV	DESCRIPTION	DATE	APPROVED

30 june/2006



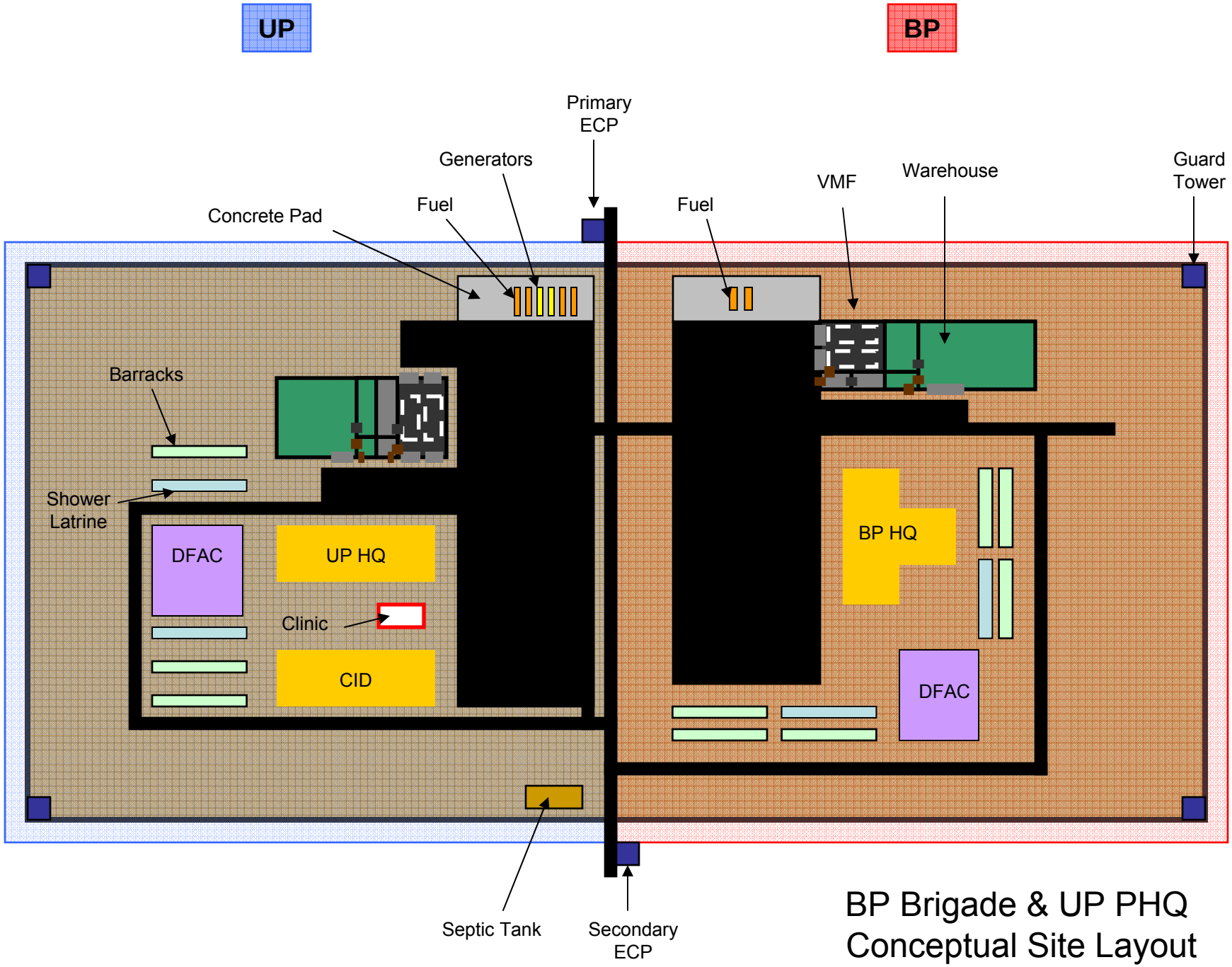
US Army Corps of Engineers
Afghanistan Engineers District
Kabul Afghanistan

Contractor.

ALBIRONY CONSTRUCTION & ENGINEERING Inc

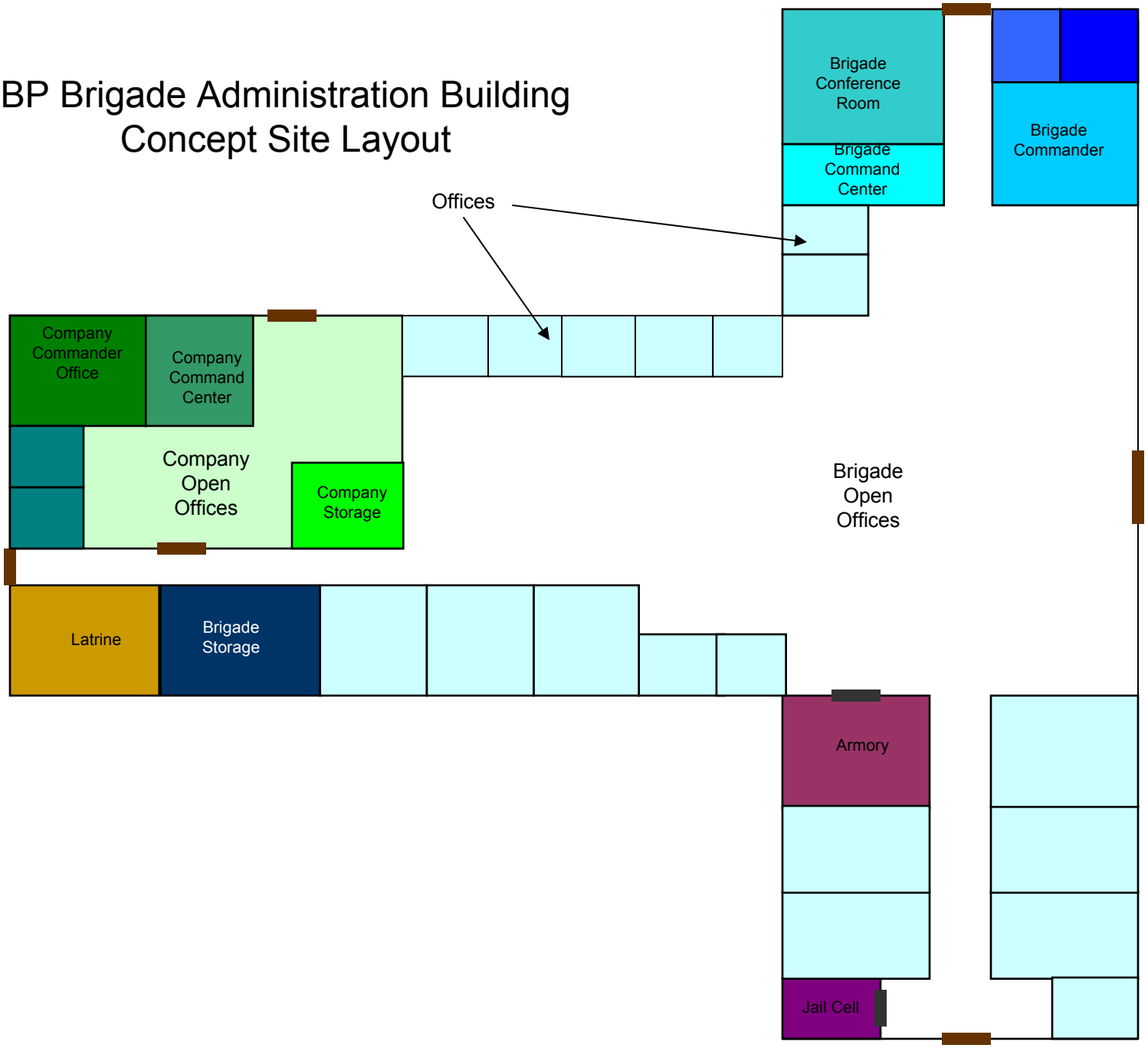
ACE Inc.

Drw/by	Eng/Nowshad.M-zai	BP Brigade Existing Site Conditions
Surv/by	Eng/Sarwer	
Chk/by	Eng/Dauod	SIZE / FSCM NO. / DWG NO. 002 / REV
Apr/by	Eng/Safer-Ibrahimi	SCALE / All dimensions by Meter / SHEET 005

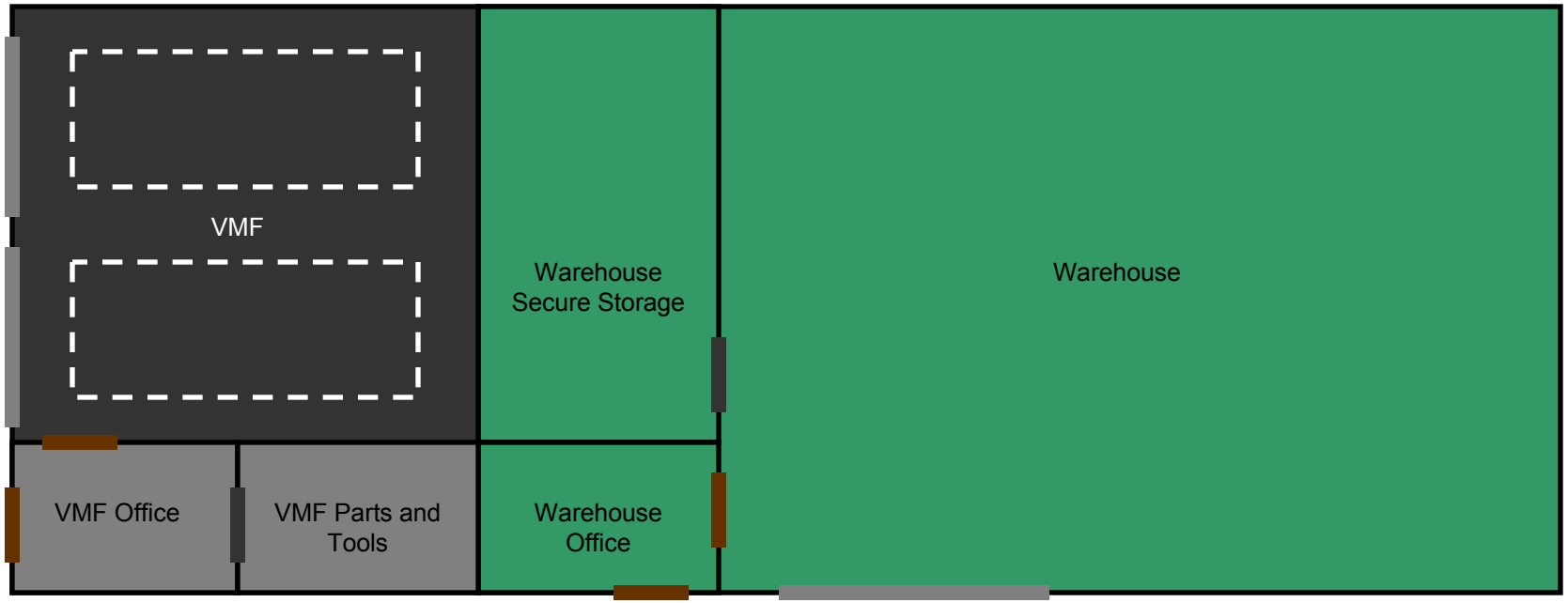


BP Brigade & UP PHQ
Conceptual Site Layout

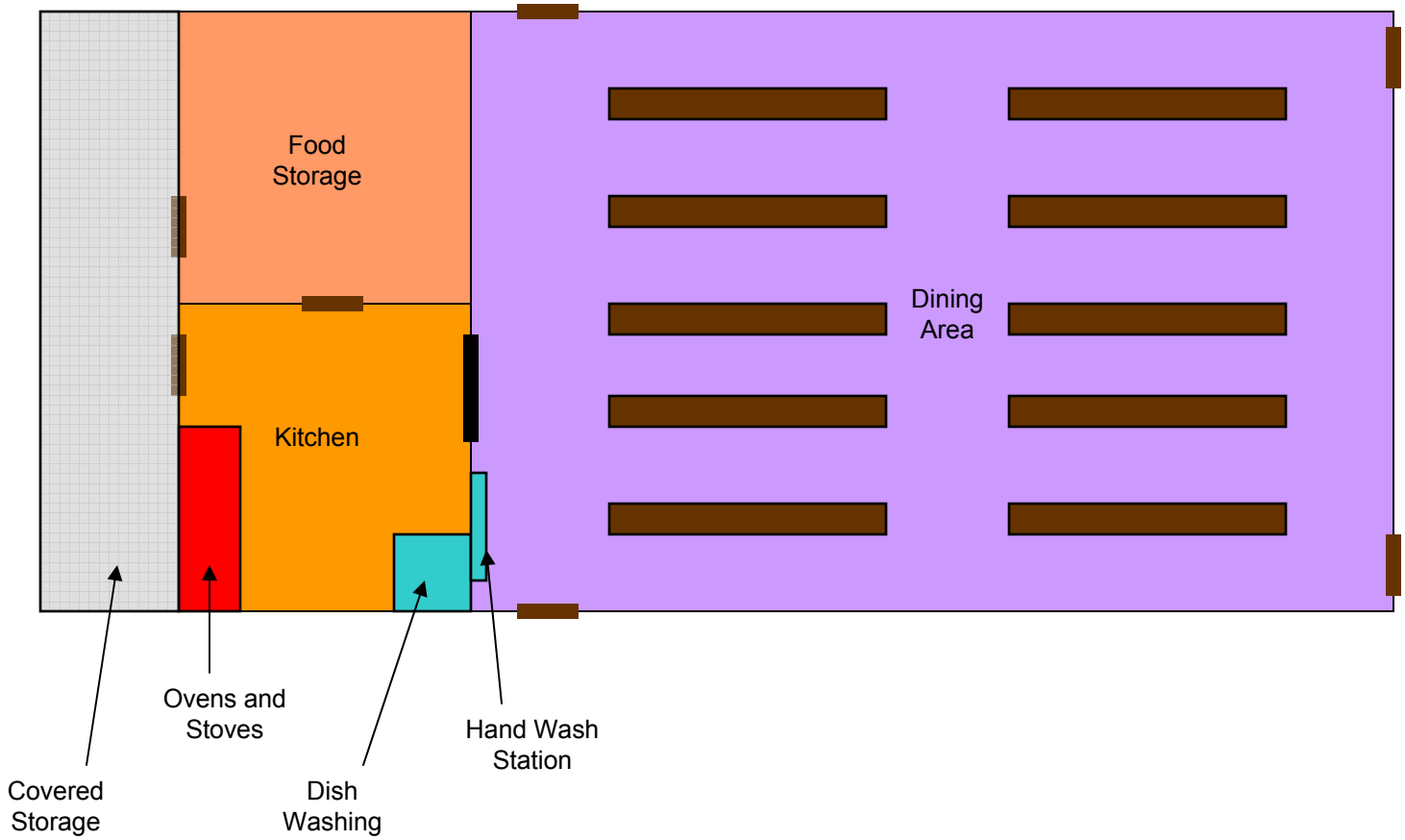
BP Brigade Administration Building
Concept Site Layout



BP Brigade & UP Provincial Headquarters
Warehouse & VMF Concept Site Layout

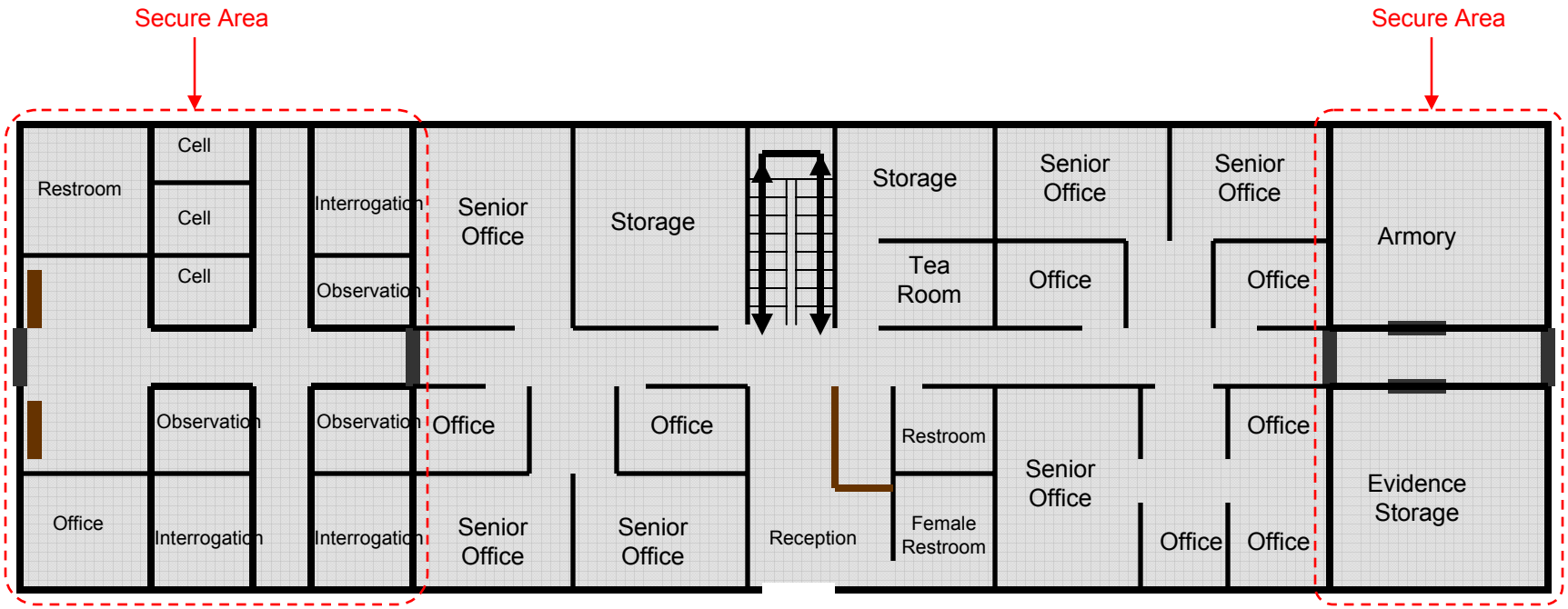


BP Brigade & UP Provincial Headquarters
DFAC Concept Site Layout



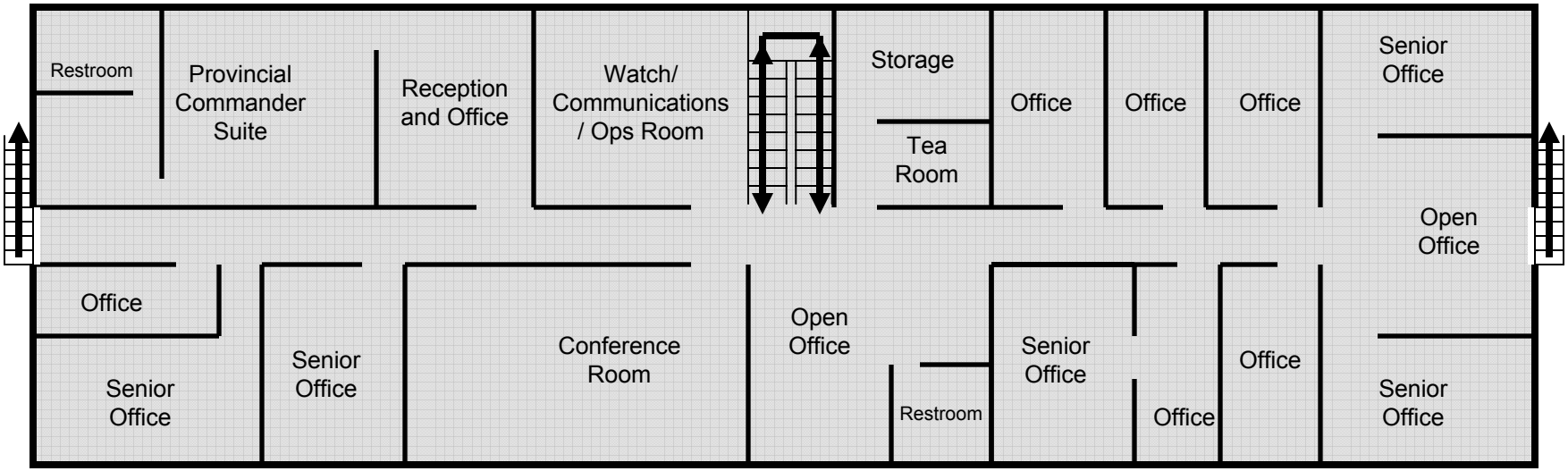
UP Provincial HQ Administration
Building Concept Layout

First Floor



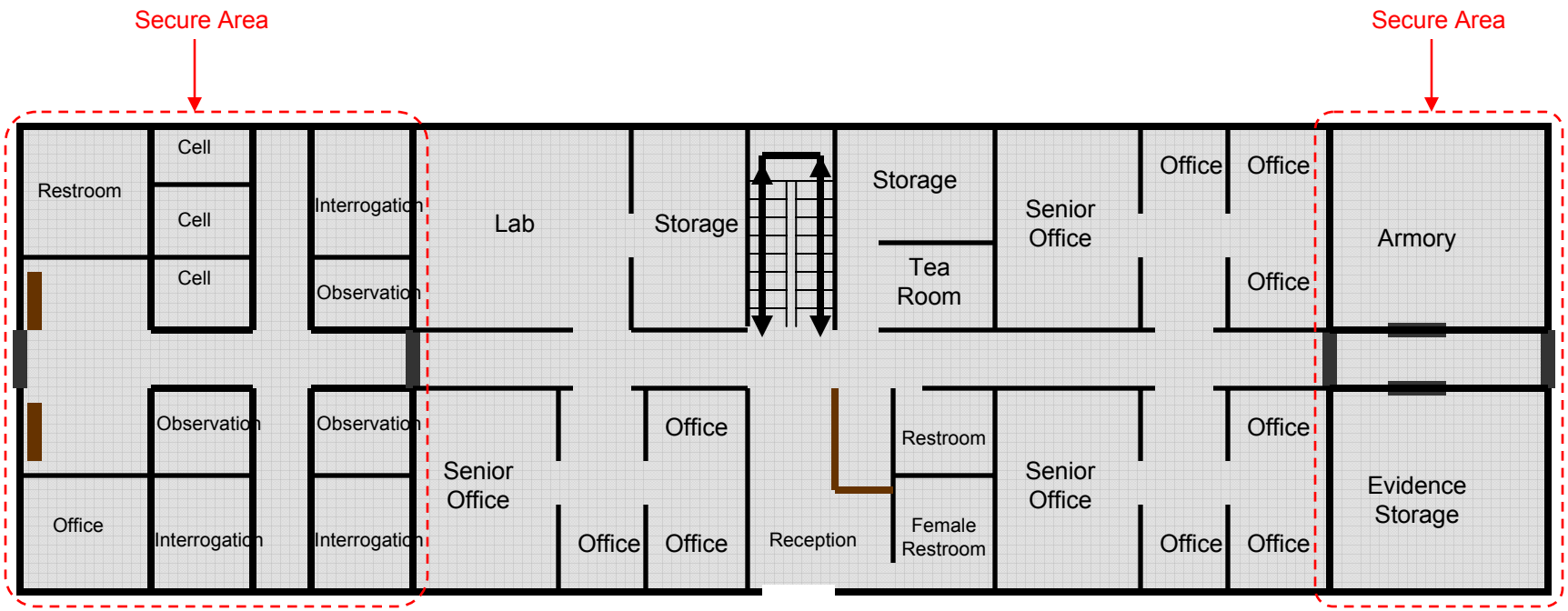
UP Provincial HQ Administration
Building Concept Layout

Second Floor



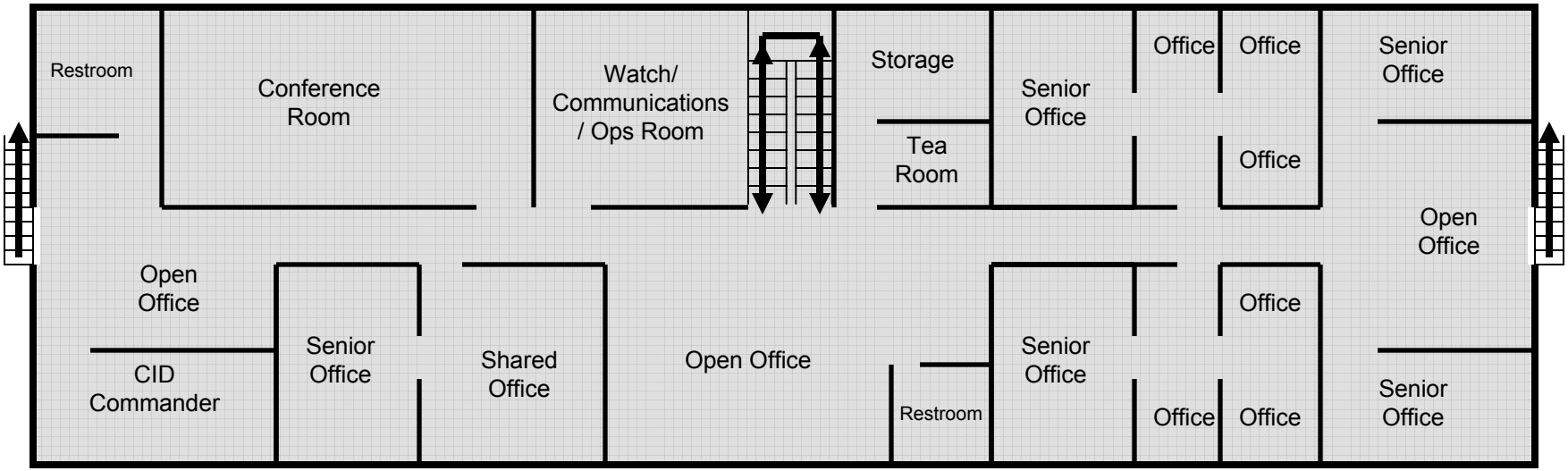
UP Provincial HQ CID Administration
Building Concept Layout

First Floor

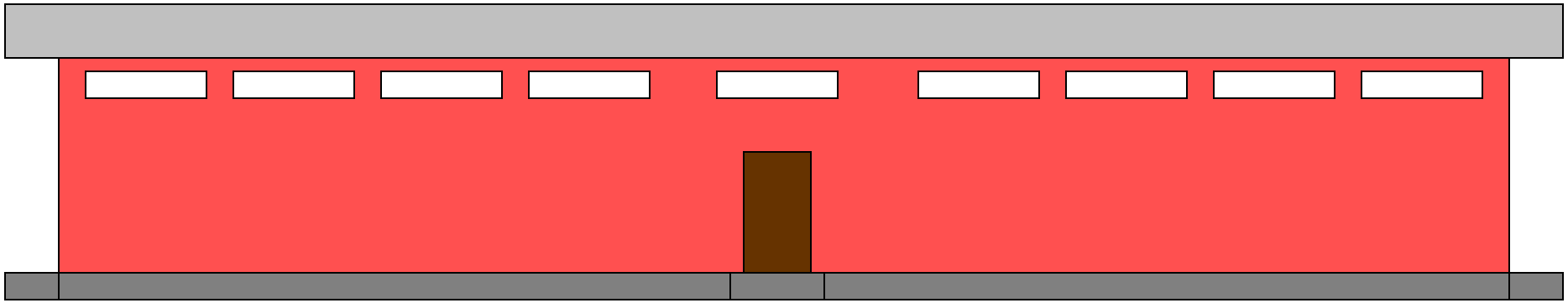


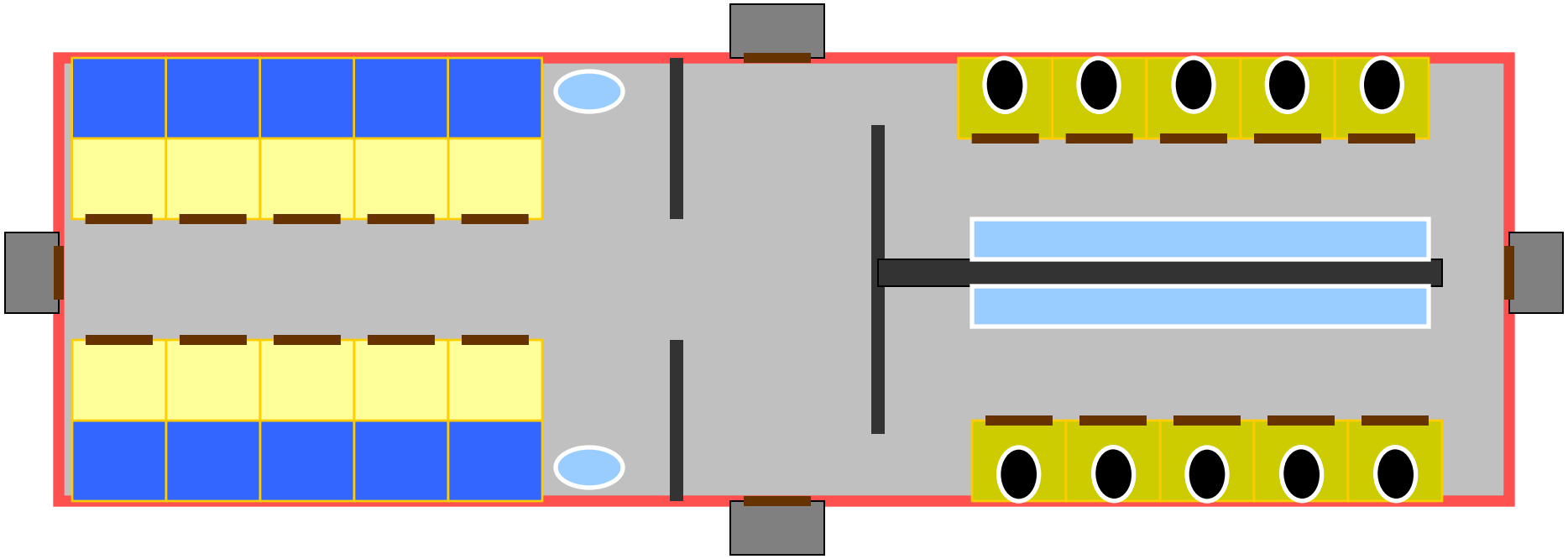
UP Provincial HQ CID Administration
Building Concept Layout

Second Floor

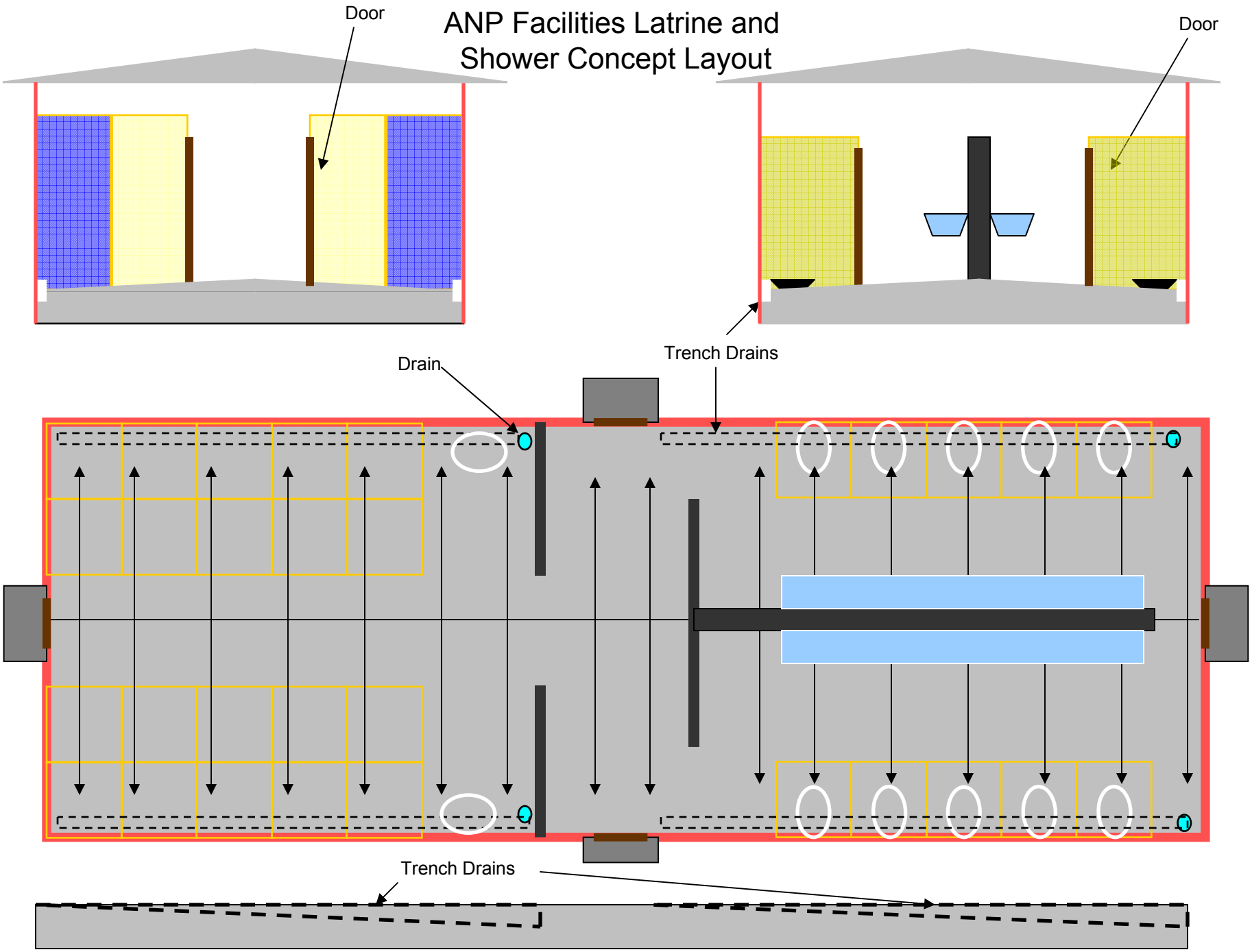


ANP Facilities Latrine and Shower Concept Layout



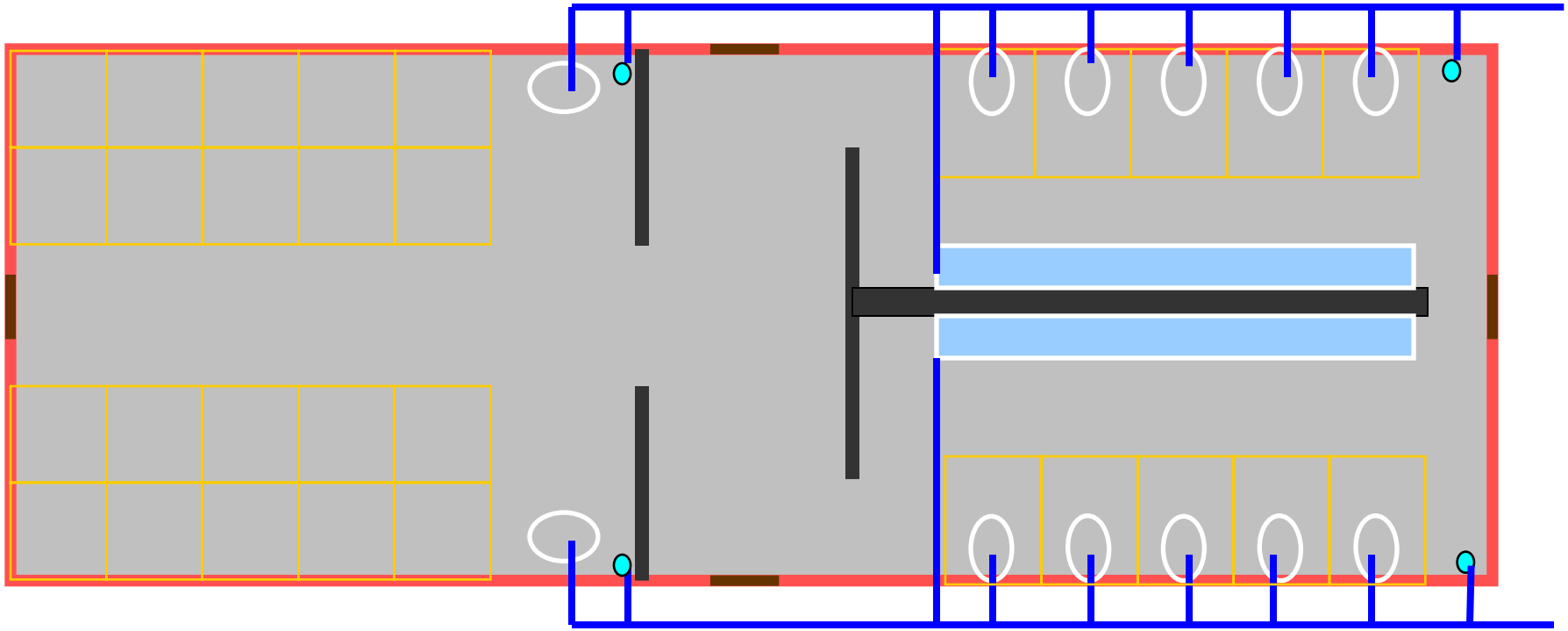


ANP Facilities Latrine and Shower Concept Layout



ANP Facilities Latrine and Shower Concept Layout

Drain Pipes



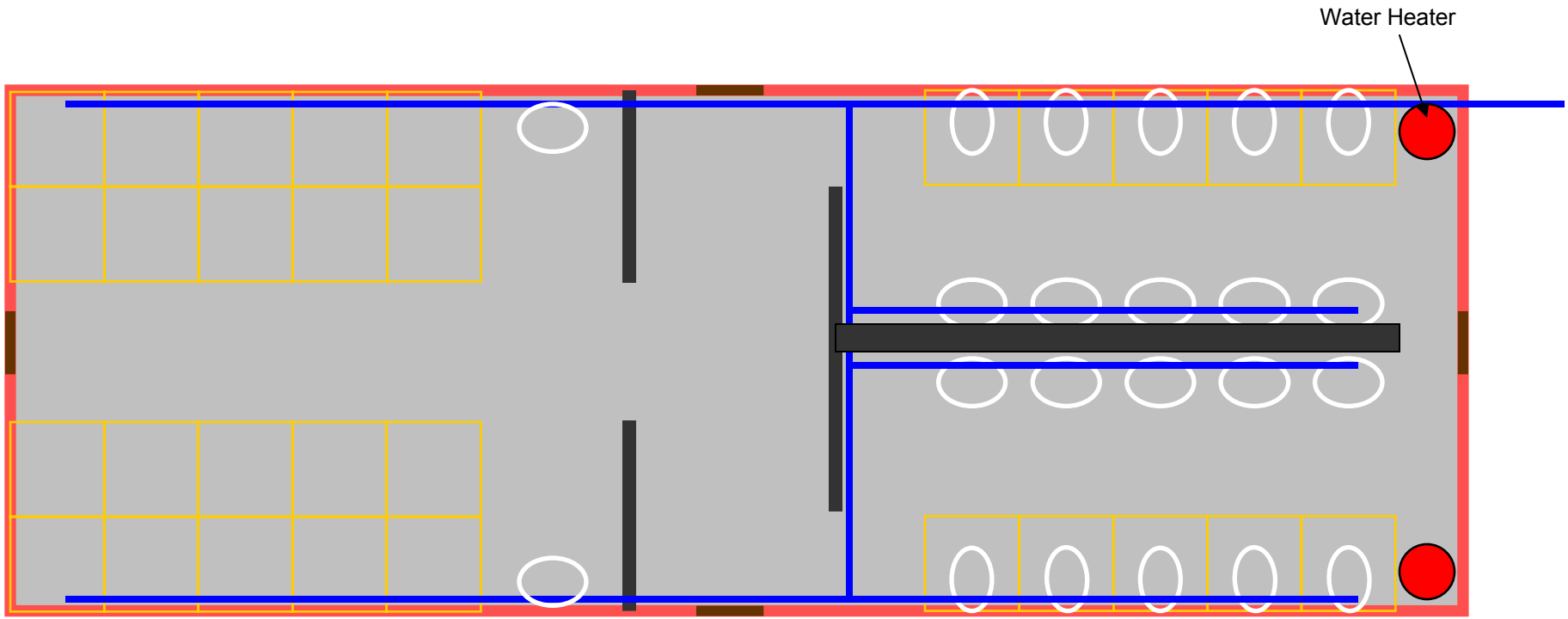
ANP Facilities Latrine and Shower Concept Layout

Water Supply

•Provide exposed piping within the building.

•Shower heads are to be fixed and non-adjustable.

•Toilets are to be Eastern style and not to be tank type. A hose and simple valve shall be provided at each toilet for cleaning and flushing.



UP Provincial Headquarters Existing Site Photos

1. Northeast photo showing boundary wall.

2. Southeast photo showing old material store.

3. North photo showing old barracks building.

UP Provincial Headquarters Existing Site Photos

4. South photo showing derelict vehicles at the site.

5. North photo showing old barracks building at the site.

6. Southwest photo showing debris at the site.

UP Provincial Headquarters Existing Site Photos

7. Northwest photo of damaged logistics building.

8. West photo showing derelict vehicles at the site.

9. Southeast photo showing boundary wall.

UP Provincial Headquarters Existing Site Photos

10. Northwest photo showing debris and derelict vehicles at the site.

11. Southwest photo showing boundary wall.

12. West photo showing derelict vehicles at the site.

UP Provincial Headquarters Existing Site Photos

13. Northwest photo showing derelict vehicles at the site.

14. Northwest photo showing site armory.

15. Northeast photo.

UP Provincial Headquarters Existing Site Photos

16. Northeast photo showing existing mosque at the site.

17. Southwest photo toward mosque.

18. Southeast photo.

UP Provincial Headquarters Existing Site Photos

19. Northwest photo showing damaged logistics building.

20. Southwest photo showing damaged barracks building.

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 work 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.

Section I

SAFETY EXPOSURE REPORT **DATE**

(USACE Supplement 1 to AR 385-40)

INSTRUCTIONS

This report is due to the Contracting Officers' Representative (COR) no later than the 25th of each month. Contractor progress payments will no be processed until this report has not been submitted.

Be sure to include the complete Contract Number including task order number.

FROM AED:	TO AED:
☐ RESIDENT ENGINEER ☐ PROJECT ENGINEER ☐ PROJECT MANAGER _____ SIGNATURE	SAFETY & OCCUPATIONAL HEALTH OFFICE
PRIME CONTRACTOR NAME	**SUB-CONTRACTORS NAME**

CONTRACT NUMBER AND SHORT TITLE:

SITE LOCATION (nearest city and province or latitude and longitude)

MANHOURS THIS MONTH	**MONTH**	**TOTAL MANHOURS YEAR TO DATE**

Prepared by (TYPE NAME and TITLE)	**SIGNATURE**
CERTIFIED CONTRACTOR PROJECT MANAGER	**SIGNATURE**

Section II

INJURY AND ILLNESS LOG **DATE:**

(USACE Supplement 1 to AR 385-40)

CONTRACT NUMBER AND SHORT TITLE:

This report is due to the Contracting Officers' Representative (COR) no later than the 25th of each month. Contractor progress payments will no be processed until this report has not been submitted.

Attach an additional sheet if more space is needed.

List all recordable injury cases during the month where medical treatment was administered.

	Name	Type Injury	Date of Injury	Date ENG Form 3394 Submitted to COR
1				
2				
3				
4				
5				

1st Aid cases during the month. List all non-recordable injuries where first aid was administered.

	Name	Type Injury	Date of Injury	Return to Duty	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					

18					
19					
20					

Section III

ECONOMIC ANALYSIS REPORT **DATE:**

CONTRACT NUMBER AND SHORT TITLE:

SITE LOCATION (nearest city and province or latitude and longitude)

Employment	**Average Number of Employees per Day**		**Average Salary per Day**	
	Afghan Employees	**International Employees**	**Afghan Employees**	**International Employees**
Unskilled Labor				
Semi Skilled Labor				
Skilled Labor				
Technical				
Supervisory				
Management				
Total				

Expenditures (include Prime and Subcontractors)

	Local Expenditures (US$) per Month	**International Expenditures (US$) per Month**
Sub Contracts		
Life Support		
Building Materials		
Equipment		
Security		
Total		