

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W917PM-09-R-0055	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 31-Mar-2009	PAGE OF PAGES 1 OF 184
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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 AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356	CODE W917PM	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7
TEL:	FAX:	TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME MARSTON Y GUESE	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>
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SOLICITATION

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

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

Project: ANP UP Provincial Headquarters, Deh Sabz, Afghanistan

This project consists of the design and construction of site improvements and construction of facilities to support the Afghanistan National Police (ANP) Uniformed Police (UP) in 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.

The magnitude of this effort is estimated between \$5,000,000.00 to \$10,000,000.00 for the base and all the options.

11. The Contractor shall begin performance within 7 calendar days and complete it within 365 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. *(See 52.211-10 _____.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 05:00 PM (hour) local time 16 Apr 2009 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 120 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 commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section 00010 - Solicitation Contract Form

SECTION 00010

**SECTION 00010
PROPOSAL SCHEDULE**

Provide a price for all items.

No.	Description	Unit	Unit Price	Total Amount
1. Base Proposal:				
0001	Site Adapt Construction UP Provincial HQs, Deh Sabz, Kabul	LS	xxx \$ _____	
0002	DBA Insurance	LS	xxx \$ _____	
TOTAL BASE BID ITEMS:			\$ _____	
2. Optional Bid Items:				
0003	Delete Evaporative Cooling Components From HVAC Units, Add Split Pack HVAC Units, and Add Ceiling Fans in Administration Building	LS	xxx \$ _____	
TOTAL PROPOSAL: (total of all above cost, base bid plus optional items)			\$ _____	

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.
3. Costs associated with this project shall include design and construction costs, site development, and utility installation.
4. **EVALUATION OF OPTIONS:** The award will be made to the offeror whose proposal represents the best overall value to the Government as determined by LPTA basis. For pricing purposes the Government will evaluate both the Base Proposals and Option Proposals. The Government is not obligated to exercise the options.
5. **EXERCISE OF OPTIONAL BID ITEMS:** Optional bid items may, at the option of the Government, be added to the contract at any time within 120 calendar days after receipt of the notice to proceed for Base Proposal.
6. Period of performance is 365 calendar days from receipt of notice to proceed for the base and 365 calendar days for all optional items; Liquidated damages are assessed at \$1,950.00 per day for every day of delay past the period of performance of 365 calendar days until contract completion for either the Base Items or the Optional Items whichever is applicable.

-END OF SECTION-

SECTION 00100
Instructions to Offerors
W917PM-09-R-0055

Estimated cost range of this project is between **\$5,000,000.00 and \$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. All amendments, if any, must be acknowledged and returned with the proposals. If you do not return these sections you will be considered **Non-Responsive.**

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: Marston.Y.Guese@usace.army.mil. Question must be submitted prior to 10 April 2009. Questions after that date may not be answered.

All proposals must be delivered to: **U.S. Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (Behind Amani High School), Kabul, Afghanistan, Attn: Marston Y. Guese, prior to 5:00pm, Kabul Time, 16 April 2009 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.**

DRAWINGS AND ALL SUPPORTING DOCUMENTS CAN BE DOWNLOADED FRM THE FOLLOWING FTP WEBSITE:

<ftp://155.85.54.201/W917PM-09-R-0055/>

Contractors are advised to take note of Section "00800", paragraph AI, Other Changes in contract Performance; of this Solicitation.

Section 100 – 52.222-23

Section 600 – 52.222-22

Section 700 – 52.222-21, 26, 27, 29, 35, 36, 37

“Only applicable if contractor recruits personnel within the US.”

252.247-7024 “Only applicable if contractor gave a negative response to 252.247-7022.”

52.204-3, 52.232-38, 52.204-6, 252.204-7001, 52.232-34

“Only applicable to contractors that are not to be registered in the CCR database.”

52.232-33, 252.204-7004

“Only applicable to contractors that are to be registered in the CCR database.”

252.229-7000, 252.229-7001

“Only applicable if contractor is a foreign concern.”

Section 00100 - Bidding Schedule/Instructions to Bidders

**SECTION 00110
ANP SITE-ADAPT DESIGN-BUILD
LOW-PRICED, TECHNICALLY ACCEPTABLE**

PROPOSAL PREPARATION

1. INQUIRIES

Perspective offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted):

All questions will be submitted in writing by letter or e-mail to:

U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District (AED)
Qalaa House, Attention: Marston Y. Guese
Kabul, Afghanistan
E-MAIL ADDRESS: marston.y.guese@usace.army.mil

Please include the solicitation number, and project title with your questions. Written inquiries must be received by this office not later than 10 April 2009.

Oral explanations or instructions are not binding. Any information given to an offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

As this is a competitive negotiation acquisition, there is no public bid opening and no information will be given out as to the number of offerors or the results of the competition until all awards are made.

2. DIRECTIONS FOR SUBMITTING PROPOSALS

Offers must be in sealed envelopes/packages, marked and addressed as follows:

MARK PACKAGES:
Solicitation No. W917PM-09-R-0055
Offer Closing Date: 16 April 2009
Offer Closing Time: 5:00 p.m. (LOCAL KABUL TIME)

ADDRESS PACKAGES TO:
U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District (AED)
Qalaa House, Attention: Marston Y. Guese
Kabul, Afghanistan

Special Instruction Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED offices, Qalaa House, Kabul, Afghanistan. Offerors who desire to hand-deliver their offers notify the Contract Specialist **in advance** in order to be met at the entrance gate to Qalaa House Compound.

3. PREPROPOSAL CONFERENCE / SITE VISIT

No Pre Proposal Conference will be held.

IMPORTANT NOTES. (1) Remarks and explanations addressed during the conference shall not qualify or alter the terms and conditions of the solicitation. (2) The terms and conditions of the solicitation remain unchanged unless the solicitation is formally amended in writing.

4. TELEGRAPHIC OFFERS - - TELEGRAPHIC OFFERS ARE NOT ACCEPTABLE.

However, offers may be withdrawn by written or telegraphic notice. Any telegram to withdraw an offer sent to this office must be received in the office designated in the Request for Proposal (RFP) for receipt of offers not later than the exact date and time set for receipt of proposals. A telegraphic withdrawal of an offer received in such office by telephone from the receiving telegraph office not later than the exact date and time set for receipt of proposals shall be considered. However, the telephone message shall be confirmed by the telegraph company by sending a copy of the written telegram that formed the basis for the telephone call. The written telegram shall be sealed in an envelope by a proper official and sent to the office designated in the RFP for receipt of offers. The official shall write on the envelope (1) the date and time of receipt and by whom, and (2) the number of the RFP, and shall sign the envelope. The offeror is responsible to inform the telegraph company of these requirements. No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

5. FACSIMILE OFFERS

Facsimile offers, modifications thereto, or cancellations of offers will not be accepted.

6. PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

a. REQUIREMENT FOR SEPARATE PRICE AND TECHNICAL PROPOSALS.

(1) Each Offeror must submit both a Price Proposal and a Technical Proposal. The Price Proposal and the Technical Proposal must be submitted as separate volumes. Ensure that the outside of each separate volume is clearly marked to indicate its contents; and the identity of the offeror. Additionally, clearly identify the "original" cost/price proposal and the "original" technical proposal on the outside cover.

(2) Both the Price Proposal and the Technical Proposal must be received by the closing date and time set for receipt of proposals.

(3) No dollar amounts from the Price Proposal are to be included in the Technical Proposal.

(4) All information intended to be evaluated as part of the Technical Proposal must be submitted as part of the Technical Proposal. Do not cross-reference similar material in the Price Proposal, or vice versa. Also, do not include links to websites in lieu of incorporating information into your proposal.

(5) Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal. Should the offer include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the offer may be determined "unacceptable" and thus ineligible for award. Should the offeror have any questions related to specific terms and conditions, these should be resolved prior to submission of the offer. Notwithstanding the above, the Offeror must clearly describe in the Proposal Cover Sheet submitted with the Price Proposal any exceptions to the contractual and/or technical terms and conditions of the solicitation contained in the Offer.

b. DISCUSSIONS. The Government **does not** intend to enter into discussions with offerors prior to determining those contractors within the competitive range, in accordance with FAR 52.215-1, Instructions to Offerors—Competitive Acquisitions, Alternate I.

c. COST OR PRICING DATA. Offerors are not required to submit Cost or Pricing Data with their offers.

d. GENERAL INSTRUCTIONS.

(1) Submit only the hard-copy paper documents and the electronic files specifically authorized and/or required elsewhere in this section. Do not submit excess information, to include audio-visual materials, electronic media, etc.

(2) Use only 8 ½ by 11 inch paper for hard copy submissions, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Do not use fold-outs (e.g., 11" x 14" or 11" x 17" sheets) unless specifically authorized in this section for a particular submission. Do not use a font size smaller than 10, an unusual font style such as script, or condensed print for any submission. All page margins must be at least 1 inch wide, but may include headers and footers.

(3) The preferred method for assembling your proposals is to use three-ring binders; however, the use of pressboard or other report covers with compression or other type fasteners is acceptable. Do not use spring clamps or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages.

(4) "Confidential" projects cannot be submitted to demonstrate capability unless all of the information required for evaluation as specified herein can be provided to the Government as part of the Offeror's technical proposal. Offerors that include in their proposals information that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must be clearly marked in accordance with the instructions at FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition", paragraph (e), "Restriction on disclosure and use of data".

(5) In the case of an Offeror that is part of a large, multi-segmented business concern, provide information directly pertaining to the specific segment of the business concern (i.e., the division, group, unit, etc.) that will perform work under the prospective contract.

(6) For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Where authorized, fold-out pages (11" x 14" or 11" x 17") will count as one page. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are not included in the page limitation.

e. SPECIFIC INSTRUCTIONS FOR THE PRICE PROPOSAL

(1) Number of Sets of the Price Proposal. Submit the ORIGINAL and ONE additional hard copy sets of the Price Proposal.

(2) Size Restrictions and Page Limits. Use only 8 ½" x 11" pages. There are no page limits set for the price proposal. However, limit your response to information required by this solicitation. Excess information will not be considered in the Government's evaluation.

(3) Format and Contents of the Price Proposal and List of Tabs. The Price Proposal shall be appropriately labeled as such and shall be organized as indicated in the following chart.

TAB	CONTENTS OF THE PRICE PROPOSAL
#1	The Proposal Cover Sheet
#2	The SF 1442 and Acknowledgement of Amendments
#3	Section 00010, Pricing Schedule
#4	Representations, Certifications, and Other Statements of Offerors
#5	JV Agreement, if applicable.

(4) Detailed Submission Instructions for the Price Proposal

TAB 1: The proposal cover sheet is required by FAR 52.215-1(2) (c) (i)-(v) and must be submitted by all offerors. This provision, titled “Instructions to Offerors—Competitive Acquisition,” and the format for the proposal cover sheet are furnished elsewhere in this section.

TAB 2: The SF 1442, Solicitation, Offer, and Award is to be completed by all Offerors and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102. Any and all amendments must be acknowledged by all Offerors in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

TAB 3: Section 00010 is to be completed in its entirety by all Offerors. See Sections 00010 with attached notes, for further instructions.

TAB 4: All Offerors must have electronically completed the annual representations and certifications on the “Online Representations and Certifications Application” (ORCA) website or respond with the completed representations / certifications found in the solicitation.. The offerors are responsible for ensuring that these on-line Representations and Certifications are updated as necessary to reflect changes, but at least annually to ensure that they are kept current, accurate and complete. Additionally, the offeror must also complete and return the “Representations, Certifications, and Other Statements of Offerors” included in the solicitation. If the offeror is a Joint Venture, all participants must separately complete both the ORCA Representations and Certifications.

TAB 5: If the Offeror is a Joint Venture (JV), include a copy of the JV Agreement. If a JV Agreement has not yet been finalized/approved, indicate its status. JV Agreements must clearly indicate the percentages of the JV participants, in particular the percent of the controlling party, and a clear delineation of responsibilities and authorities between the JV parties.

f. SPECIFIC INSTRUCTIONS FOR THE TECHNICAL PROPOSAL

(1) Number of Sets of the Technical Proposal. Submit the ORIGINAL and ONE (1) additional sets of the written Technical Proposal, with each set separately packaged.

(2) Format and Contents of the Technical Proposal and List of Tabs. The original and all copies of the technical proposal will be appropriately labeled as such. Each set shall be organized using the tabs specified in the following chart. Note: The main tabs directly correlate to the evaluation factors identified in Section 00120.

TAB	CONTENTS OF THE TECHNICAL PROPOSAL
Factor #1	EXPERIENCE
Factor #2	PERSONNEL
Factor #3	PAST PERFORMANCE

(3) Page Limitations. See paragraphs 6.d.(2) and 6.d.(6) above for format and page count instructions. The following page limitations are established for each factor described above:

- Factor #1, Experience – Limited to 5 pages (maximum of 5 forms)
- Factor #2, Personnel – Limited to 1 page for each resume provided
- Factor #3, Past Performance – No page limitation

Pages submitted which exceed limitations listed above will not be evaluated. Tables of content, proposal cover letters, and tabs between proposal information do not count toward any page limitations in the proposal.

(4) Detailed Submission Requirements for the Technical Proposal. The following is a detailed description of the information to be submitted under each TAB.

(i) **TAB 1: FACTOR 1, EXPERIENCE:** Demonstrate the experience of the offeror and/or the proposed team, including sub-contractors, on projects that are the same or similar to that described in the solicitation for site-adapt, design-build construction work.

The Contractor shall complete a minimum of three (3), but no more than five (5), “Experience Information” forms, attached at the end of this section, in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. All projects submitted must have been underway or completed within the last 3 years. At least two (2) of the projects provided must be valued at **over \$4,000,000.00** and one (1) of the projects must have been successfully completed in the Province in which the solicitation project is to be located.

If any of the information required by the Experience Information Form is not included in the form then the contractor may be considered non-responsive and evaluated as unacceptable.

(ii) **TAB 2: FACTOR 2, PERSONNEL:** The offeror must provide resume data for the following key personnel: Project Manager – Design, Project Manager - Construction, Safety Officer, Quality Control Manager, Senior Electrical Engineer, Senior Mechanical Engineer, Senior Civil Engineer, and Construction Superintendent.

Resume information to be provided shall be limited to no more than one (1) page per person and shall include the following information as a minimum:

- 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, if applicable
- Active professional registration, year first registered, if applicable
- Other experience and qualifications relevant to same/similar work required under this contract

All key personnel shall have a degree in the field of work governed by the position they are assigned to and a minimum of five (5) years of professional experience in that field. For example, a Civil Engineer must have a degree in Civil Engineering and 5 years of professional civil engineering experience.

(iii) **TAB 3: FACTOR 3, PAST PERFORMANCE:** For the projects listed under Factor 1 – Experience, provide references, letters of recommendations, commendations and/or awards. The Contractor Performance Assessment Reporting System (to include ACASS, CCASS, and CPARS) will be utilized to validate past performance ratings on Department of Defense contracts, as well as any other past performance information the Government deems necessary to evaluate a contractor’s past performance.

The Government may contact references provided as part of Factor 1 – Experience for information regarding the offeror’s past performance on the project and for the purposes of assessing and verifying the scope of the work performed. Offerors should provide accurate, current, and complete contact information for references provided in the project descriptions.

7. Proposal Cover Sheet

PROPOSAL COVER SHEET
1. Solicitation Number:
2. The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available):
3. 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. Statement to include any exceptions in technical or cost/price proposal or exceptions inherent in Offeror’s standard terms and conditions.
4. 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:
5. Name, title, and <u>signature</u> 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.

8. SOURCE SELECTION USING THE LOW-PRICED, TECHNICALLY ACCEPTABLE PROCESS. An evaluation for acceptability will be performed on each proposal in accordance with FAR 15.101-2(b). The proposal that provides the lowest price and is otherwise technically acceptable in all factors will be selected for award. To be considered technically acceptable, no technical factor in the proposal may be determined to be unacceptable. The failure of a proposal to meet any of the factors will result in a technically unacceptable rating and preclude award. See also Section 00120.

PROVISIONS INCORPORATED BY FULL TEXT

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)

EXPERIENCE INFORMATION**(To be completed by Contractor)**

1. Contractor: Name: Address:	2. Contract /Task Order(TO) /Purchase Order (PO) Number:
	3. Contract/TO/PO Dollar Value:
	4. Contract/TO /PO Status: <input type="checkbox"/> Active <input type="checkbox"/> Complete Completion Date (w/ extensions):
5. Project Title: Location:	
6. Project Description:	
7. Project Owner or Project Manager for the Client – provide: Name: Address: Telephone Number and E-mail:	

SECTION 00120
ANP SITE-ADAPT DESIGN-BUILD
LOW-PRICED, TECHNICALLY ACCEPTABLE (LPTA)
PROPOSAL EVALUATION AND CONTRACT AWARD

1. ELIGIBILITY FOR CONTRACT AWARD. In accordance with the FAR, no contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the FAR requirement that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in FAR Part 9 and any special standards set forth in the solicitation.

2. SOURCE SELECTION USING THE LOW-PRICED, TECHNICALLY ACCEPTABLE PROCESS. An evaluation for acceptability will be performed on each proposal in accordance with FAR 15.101-2(b). The proposal that provides the lowest price and is otherwise technically acceptable in all factors will be selected for award. To be considered technically acceptable, no technical factor in the proposal may be determined to be unacceptable. The failure of a proposal to meet any of the factors will result in a technically unacceptable rating and preclude award.

3. BASIS OF AWARD. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Tradeoffs are not permitted. Proposals are evaluated for acceptability but not ranked using non-cost/price factors.

4. EVALUATION OF THE PRICE PROPOSALS

a. Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed prices will be analyzed for reasonableness. They may also be analyzed to determine whether they are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the information provided by the Offeror. Additionally, all offers will be analyzed for unbalanced pricing.

b. The otherwise technically-acceptable, lowest-priced offeror may be required to confirm its price on either a CLIN, element, or total price basis, and/or provide additional information in support of their price, prior to contract award at the Government's request and discretion.

c. Other Award Factors: The Contracting Officer shall consider several factors in the selection process which are important, but not quantified, such as:

- (1) Agreement by the offeror to all general and special contract provisions and clauses.
- (2) Determination of responsibility of the contractor by the Contracting Officer in accordance with the provisions of the Federal Acquisition Regulation, Part 9.1. In order to be determined responsible, a prospective contractor must:
 - (a) Have adequate financial resources to perform the contract or the ability to obtain them.
 - (b) Be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and Governmental business commitments.;
 - (c) Have a satisfactory performance record.
 - (d) Have a satisfactory record of integrity and business ethics.
 - (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
 - (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
 - (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. EVALUATION OF THE TECHNICAL PROPOSAL. The Technical Proposal will be evaluated based on the following evaluation criteria:

a. **FACTOR 1: EXPERIENCE:** The Government will review the project experience of the offeror, including subcontractors, on projects provided in response to Section 00110, Factor 1. Offerors must meet all of the following standards to receive a “GO” or acceptable rating on this factor:

- Offeror must have at least three (3) projects that are the same or similar to that of the site-adapt, design-build construction work found in this solicitation; AND
- At least two (2) of the projects submitted must be valued at over \$4,000,000.00, and they must have been completed, or underway, within the last 3 years AND
- At least (1) of the projects submitted must have been completed in the Province in which the solicitation project is to be located.

Failure to meet all of the standards under this factor may result in a “NO GO” or unacceptable rating and possible elimination from further consideration for contract award.

b. **FACTOR 2: PERSONNEL:** The Government will review the resumes provided in response to Section 00110, Factor 2. Offerors must meet all of the following standards to receive a “GO” or acceptable rating on this factor.

The offeror must submit resumes for the following key personnel: Project Manager – Design, Project Manager - Construction, Safety Officer, Quality Control Manager, Senior Civil Engineer, Senior Electrical Engineer, Senior Mechanical Engineer and Construction Superintendent. All resumes must include the following information and not exceed one page.

- a degree in the field of work governed by the position they are assigned to; AND
- a minimum of five (5) years of professional experience in that field; AND
- experience in site-adapt design-build construction contracts working in the position they are assigned to under this contract.

Failure to meet the standards under this factor may result in a “NO GO” or unacceptable rating and possible elimination from further consideration for contract award.

c. **FACTOR 3: PAST PERFORMANCE:** The Government will review the letters of reference submitted by the offeror in response to Section 00110, Factor 1, and may contact points of contact listed on the “Experience Information” forms submitted under Factor 1. Offerors must meet the following standards to receive a “GO” or acceptable rating on this factor:

- All past or current references must recommend either hiring or using the offeror again for future work and/or reflects positive performance of the work requirements.
- Favorable letters of commendation, references or recommendations have been submitted for all the projects submitted under Factor 1.

Failure to meet the standards under this factor may result in a “NO GO” or unacceptable rating and possible elimination from further consideration for contract award. Offerors with no past performance information will receive a “NEUTRAL” rating for this factor.

6. GENERAL TECHNICAL CRITERIA

a. Material omission(s) may cause the technical proposal to be rejected as unacceptable.

b. Proposals which are generic, vague, or lacking in detail may be considered unacceptable. The offeror’s failure to include information that the Government has indicated should be included may result in the proposal being found deficient if inadequate detail is provided.

c. The Government cannot make award based on a deficient offer. Therefore, receipt of a “NO GO” determination of acceptability for any factor will make the offer ineligible for award, unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

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7. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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 Clearance for construction 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 two submittals and the final design.

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

- a. A Pre-design meeting will be conducted to distribute drawings to the DB Contractor, finalize and clarify technical information, and clarify other necessary information.
- b. Part 1 will be the basic services required to develop the first submittal which represents: 65% complete drawings and specifications for site preparation work, utility construction, paving, foundation, and structural diaphragm of all. Part I also includes incorporating the revisions identified in the First submittal review.

After approval of the Part 1 drawings and specification submittal, the Government may issue a Clearance for Construction letter 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.

- c. 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. Part 2 design shall not begin until an approval of the Part 1 submittal is issued. The Contractor shall submit a cost loaded schedule at this time for review and approval.

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 an 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 - Basic Services Pre-design Meeting	within 7 days from Award of Contract
Design Submittal Due	within 30 days following Award of Contract
Submittal Review Conference (location TBD)	within 7 days following submittal review
Incorporate Changes to Submittal (Re-Submit for Review and Approval 100% design submittal)	within 7 days following review conference

Build Phase Authorization for Remainder
of Work

Upon approval of design submittal

Total Design and Construction Period

365 days (performance period
includes design and construction phases)

4. LIQUIDATED DAMAGES:

Liquidated damages in the amount of **\$1,950.00** every calendar day of delay shall be assessed and charged to the Contractor.

All days are in calendar days.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

--END OF SECTION--

SECTION 00555

DESIGN CONCEPT DOCUMENTS

PART 1 GENERAL

1.1 GENERAL

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

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

1.2 ENGINEERING AND DESIGN CRITERIA

General design requirements are set forth in this RFP herein. The Specifications Divisions 02 thru 16 is 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. Contract Award Document and referenced publications therein.
2. Written requirements supersede drawings.

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 --

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52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.217-3	Evaluation Exclusive Of Options	APR 1984
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

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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)

52.215-20 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 provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

“Please contact the Office of Federal Contract compliance Programs as appropriate.”

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **AFGHANISTAN**.

(End of provision)

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 by 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)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(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 Government Accountability 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 Aman High School), Kabul, Afghanistan.**

(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)

(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 not been scheduled.

(c) Participants can visit the site at their discretion.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7042	Authorization to Perform	APR 2003

CLAUSES INCORPORATED BY FULL TEXT

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 provision _____ (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)

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 (FEB 2009)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.
- (2) The small business size standard is \$31.0 million.
- (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 (d) 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 (d) 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 (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(d) 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 that apply to this solicitation as indicated in paragraph (c) of this provision 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
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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 RESPONSIBILITY MATTERS (DEC 2008)

- (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, violating Federal criminal tax laws, 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.; and

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(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) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person 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).

(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)

52.222-22 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)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

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 \$650,000 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)

252.247-7022 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)

AI 26-6

AI 26.6 Projected Afghan and Third Country National (TCN) Employment (5 Nov 07)

Projected Afghan Employment

Collecting & Reporting Employment Statistics

The purpose of this clause is to collect data on the projected number of Afghans employed for the term of the contract. Offerors are required to identify in the space provided below the total projected number that will be directly employed in the performance of this contract.

Employment is the total number of Afghan persons expected to be on the payroll (contractors, subcontractors, & sub-subcontractors) employed full or part time who received pay for my part of the term of the contract. Temporary and intermittent employees are included, as are any workers who are on paid sick leave, on paid holiday, R&R leave or who work during only part of the pay period." Enter into spaces provided in item #1. Next enter in the spaces provided in item #2 what is the average number employed throughout the term of the contract. Item #3 An "Afghan-Based Company" is a company (including a subsidiary company) whose principal place of business is located within Afghanistan.

1. Total Afghan (Afghan Residents) Employed:

Afghan: Men _____

Afghan: Females _____

Total: _____

2. Average Afghans (Afghan Residents) Employed:

Afghan: Men _____

Afghan: Females _____

Total: _____

1. Is your company an "Afghan Based" company? Yes ___ No ___. If no, what country is your company registered/incorporated: _____

2. Afghan Company Certification. The offeror ___ is or ___ is not an Afghan owned firm.

If the firm is Afghan owned, the Ministry of Trade registration/license number is:

_____.

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-6	Change Order Accounting	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7041	Correspondence in English	JUN 1997

252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 120 calendar days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.222-29 NOTIFICATION OF VISA DENIAL (JUN 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)

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 by 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)

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 12% 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)

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)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

(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.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"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 Subpart 32.11 of the Federal Acquisition Regulation) 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;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records "Active." The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(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)

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 Domestic Contractor.

(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)

252.225-7043 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 Security Transition Command, Afghanistan (CSTC-A) Camp Eggers, Kabul, Afghanistan.**

(End of clause)

252.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS (JAN 2009)

(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.

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply (including construction material) that is--

- (i) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

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, Bulgaria, 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, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, 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, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, 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--

(i) 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; or

(ii) The construction material is a COTS item.

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:

Sand, cement, asphalt, gravel and other soil materials, stone, concrete masonry units, fired brick, reinforcing steel, electrical materials, fencing, gypsum wall board, roofing materials, paint, valves, floor tiles, acoustical ceiling panels, and other systems, steel joist, miscellaneous metal and building insulations.

(End of clause)

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government.

The following taxes or duties have been excluded from the contract price:

“Reference the exchange of diplomatic notes between the USA and Afghanistan dated September 26, 2002, December 12, 2002, and May 28, 2003; and/or successor notes or agreements as applicable.”

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(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:

NOT APPLICABLE

(End of clause)

CLASS DEVIATION 2007-0-00010

CLASS DEVIATION 2007-O0010, IMPLEMENTATION OF THE SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT) TO ACCOUNT FOR CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY.

(i) “Performance in the United States Central Command Area of Responsibility (USCENTCOM AOR)” means performance of a service or construction, as required by the contract. For supply contracts, production of the supplies or associated overhead functions are not covered, but services associated with the acquisition of the supplies are covered (e.g., installation or maintenance).

(ii) If a contract requires performance in the USCENTCOM AOR, but some personnel performing the contract are authorized to accompany the U.S. Armed Forces, and other personnel performing the contract are not authorized to accompany the U.S. Armed Forces, include in the solicitation and contract both the clause at DFARS 252.225-7040 and the clause provided by Class Deviation 2007-O0010. Paragraph (b)(1) of each clause limits the applicability of the clause to the appropriate personnel. There are differences between the two clauses, primarily in Government support to contractor personnel (e.g., security protection and limited medical treatment) and potential applicability of the Uniform Code of Military Justice to contractor employees that are authorized to accompany the U.S. Armed Forces.

(iii) The requirements of paragraph (g) of the clause in Class Deviation 2007-O0010 are not applicable to subcontracts for which the period of performance of the subcontract is less than 30 days.

(iv) In exceptional circumstances, the head of the agency may authorize deviations from the requirements of Class Deviation 2007-O0010, in accordance with FAR Subpart 1.4 and DFARS Subpart 201.4

Section 00800 - Special Contract Requirements

ECONOMIC SURVEILLANCE

Economic Surveillance Contract Language

Contractor shall report average pay rates and employment levels, for both domestic and international employees monthly. The information will be reported by labor category (as specified by USACE) and be specific to each 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.

52.000-4105

WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) –CONSTRUCTION (OCT 2008)

(a) This Special Contract Requirement supplements FAR Clause 52.228-3 Workers’ Compensation Insurance (Defense Base Act).

(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 **CNA Insurance** unless the

contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit proof of a valid DBA Insurance policy with CNA Insurance for the Prime and their Subcontractor's at every tier prior to performance of the contract. The current rate under the USACE and JCC-I/A contract is **\$7.50 per \$100 of compensation for construction.**

(c) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable.

(d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.

(e) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their Managing Broker, Rutherford International.

(f) Failure to comply and purchase Defense Base Act (DBA) Insurance in accordance with FAR Clauses 52.228-3 Workers' Compensation Insurance (Defense Base Act), from the U.S. Army Corps of Engineers mandatory Insurance Carrier/Broker (CNA Insurance/Rutherford International) for the Prime and all of the Subcontractors at every tier, shall be considered a material breach and could cause your contract to be terminated for default/cause.

52.000-4106

DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (OCT 2008)

(a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA Insurance** to provide all Defense Base Act (DBA) insurance to USACE and JCC-I/A contractors and subcontractors at a contracted fixed rate. The fixed rates for this insurance are as follows:

Service	\$4.00	per \$100 of employee remuneration
Construction	\$7.50	per \$100 of employee remuneration
Aviation	\$20.00	per \$100 of employee remuneration
Security	\$12.50	per \$100 of employee remuneration

(b) Bidders/Offerors should compute the total compensation or total payroll, (salary, plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance. Compute the cost of DBA Insurance by utilizing the spaces provided below for the base period and whatever extension there may be thereafter, if applicable.

(1) Compensation of Covered Employees: _____
(Total Payroll Not Total Contract Value) Ex:: If total Payroll is \$100,000.00

(2) Applicable DBA Rate: _____
(Use appropriate Rate) Ex: If a Service, the rate is \$4.00/\$100 or 4%

(3) Total DBA Cost: _____
(Amount of DBA Premium) Ex:: \$100 K multiplied by 4% is \$4,000.00

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(d) CNA Insurance is utilizing Rutherford International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Ramoan Jones, (703) 813-6571 ramoan.jones@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 sara.payne@rutherford.com.

AI CLAUSES

AI 22.1 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (5 Nov 07): All contractors (“contractors” herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50 sf) is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- 5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.
- 6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

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

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

(End)

AI 25.1 ARMED PERSONNEL – INCIDENT REPORTS

a. General Information DFARS 225.7402-4 requires the clause at 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States, in solicitations and contracts when contract performance requires that contractor personnel be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in (1) contingency

operations; (2) humanitarian or peacekeeping operations; or (3) other military operations or exercises designated by the combatant commander.

b. Government Support DFARS 252.225-7040 and DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the US Armed Forces requires the contracting officer to address, among other items, Government support and security in the “terms of the contract.” The Statement of Work (SOW) may be used to address these requirements. The SOW’s language should be tailored to meet the needs of the specific acquisition. The requiring activity is responsible to coordinate requests for life support with FOB commanders (w/command and control of the Mayor’s Cell) to determine if the requested support is available. Examples of Life Support that may be required/authorized include, but are not limited to: (1) deployment in-processing centers; (2) training; (3) transportation to operation area; (4) transportation within operation area; (5) physical security; (6) force protection; (7) organizational clothing and individual protective equipment; (8) emergency medical care; (9) Dining facilities; (10) billeting; (11) postal service; (12) phone service; (13) emergency notification of next of kin; (14) laundry; (15) religious services; and (16) fuel. The Contracting Officer will issue contractor personnel a Letter of Authorization (LOA) which is required in order to process through the deployment processing center. See paragraph 6.2.7.4.2 of DOD-I 3020.41 for information on preparing the LOA.

c. Weapons and Weapons Firing Contractor personnel may be authorized to carry weapons in accordance DFARS 252.225-7040(j) and DOD Instruction 3020.41 paragraphs 6.3.4 and 6.3.5. Deputy Commander USCENTCOM is the approval authority for all security service and personal protection arming requests in Iraq and Afghanistan. Authority to approve or deny requests has been delegated to the MNF-I Commander for Iraq and in Afghanistan to the Commanding General, Combined Joint Task Force – 82, (effective 16 July, 2007) with authority to re-delegate to the flag officer level.

d. Armed Personnel – Incident Reports: All Contractors in the Afghanistan theater of operations shall comply with and shall ensure that their personnel supporting Coalition forces are familiar with and comply with all applicable orders, directives, and instructions issued by the International Security Assistance Force (ISAF) Commander or relating to force protection and safety.

Contractors shall provide an initial report of all weapons firing incidents to the National Operations Center (NOC) as soon as practical based upon the situation and shall submit a written report to a NOC within 48 hours. The initial report will include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the NOC within 96 hours. Reports shall be submitted to the NOC, Operations Section (or as otherwise directed).

Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event contractor personnel are detained by US or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the NOC.

AI 25.2 Fitness for Duty and Limits on Medical/ Dental care in Afghanistan (5 Nov 07). The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias

or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

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

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

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

AI 25.3 Compliance with Laws and Regulations (5 Nov 07). The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End)

AI 25.4 Quarterly Contractor Census Reporting (12 Nov 07). The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCLJ2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

- (1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
- (2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
- (3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (4) The company names and contact information of its subcontractors at all tiers; and
- (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(End)

CLAUSES INCORPORATED BY REFERENCE

52.211-13	Time Extensions	SEP 2000
52.236-4	Physical Data	APR 1984
52.246-12	Inspection of Construction	AUG 1996
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **seven (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 **three hundred sixty-five (365) calendar days**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,950.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited

to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: NO ITEMS HAVE BEEN IDENTIFIED.

(End of clause)

SECTION 01010

SPECIFICATION SECTION 01010 SCOPE OF WORK 27 January 2009

1. GENERAL

- 1.1** This project consists of the design and construction of site improvements and construction of facilities to support the Afghanistan National Police (ANP) Uniformed Police (UP) in 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** The site improvement work shall include the preparation of design documents and the subsequent construction of the site improvements described within this Section, Section 01015 and the Drawings with modifications to fit the actual site selected. The facilities required for each site shall include structures as indicated in the Drawings and Specifications and contain all connections of utilities for as shown on the Drawings. All sitework and facilities may require modifications to meet site conditions and these modifications shall be designed and constructed in accordance with current U.S. and International Building Codes and standards and as described in these documents. A partial listing of references is included within the Request for Proposal.
- 1.3** Site Improvement Design Work shall be executed in accordance with the requirements described in Section 01015, and the Technical Specifications, and Drawings. 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** 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: All work under this task order shall be completed within three hundred sixty-five (365) calendar days after notice to proceed. Liquidated damages in the amount of \$1,950.00 for every calendar day beyond the scheduled contract completion date will be assessed and charged to the Contractor.
- 1.6** Submittals and a Submittal Register are required as specified in the specifications.
- 1.7** The location for the project site is Deh Sabz, Kabul Province, Afghanistan as indicated in the attached Right of Entry Document.

- 1.8** Unless other wise directed, the facilities and utility systems shall be designed with adequate capacity for the populations shown in the following matrix for a Brigade HQ and Patrol Battalion, Patrol Battalion, or Urban Battalion.

Department	Senior	High	Middle/Ordinary	Total
UP Provincial HQs	5	14	156/10	185

- 1.9** Before project design and construction begin, the Contractor's Quality Control Manager is required to have completed the U.S. Army Corps of Engineers (USACE) Construction Quality Management (CQM) course, or equivalent. The CQM course will be offered periodically by the Afghanistan Engineer District (AED), USACE. Additional approved CQM courses include those offered by the Commercial Technical Training Center (in Jalalabad) and the Champion Technical Training Center (in Kabul). The Quality Assurance Branch of the AED can provide information related to AED offerings of the CQM course, as well as contact information for training centers. Alternative CQM courses, other than those mentioned above, must be approved by the Quality Assurance Branch.

The contractor's quality control plan, as defined in USACE Guide Specification 01451 (or 01 45 04.00 10), entitled "Contractor Quality Control", must include "The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function." For the QC Manager, qualifications must include a certificate demonstrating completion of an approved CQM course.

2. GENERAL REQUIREMENTS FOR THE POLICE PROGRAM

All standard construction amenities and details such as site lighting, site drainage, utility connections, etc. shall be designed and constructed to serve the facilities as indicated on the conceptual site plans and specifications. 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 site improvements and facility modifications to meet site conditions as a design-build contract in accordance with the requirements stated herein. The buildings and fueling facilities have been designed and are to be constructed as indicated herein and on the Technical Specifications and Drawings.

2.1 Site Security

The Contractor shall provide perimeter force protection security during construction. 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 should be coordinated with regarding security.

2.2 Sequence of Work

After de-mining, but prior to the construction of any structures, the Contractor shall drill the water well. It is acknowledged that water may not be available at the site despite Contractor good faith efforts to find it. The Contractor shall drill a minimum of two wells to a minimum depth of 120 meters in an attempt to find water. If water cannot be found the contractor shall immediately notify the Contracting Officer's Representative (COR). The Contractor will be considered to have fulfilled the terms of the contract and will be entitled to the full price of the contract CLIN for well drilling, however, the Contractor must still furnish all other parts of the water distribution system as described in the specifications.

Dry wells must be de-commissioned in accordance with ASTM D 5299. The contractor must submit a written plan for de-commissioning wells.

2.3 De-Mining Activities

The contractor shall search for, identify and clear all mines and unexploded ordnance (UXO) from the entire site. The contractor may only provide clearance/removal services via UN Mine Action Center (MAC) accredited entities, and clearance shall be accomplished to the anticipated foundation depth as indicated in the contract. Clearance/removal may only be undertaken in accordance with International Mine Action Standards (IMAS). When mines and/or UXO's are identified, the Contractor shall place them in a location in accordance with IMAS. The work shall proceed in phases, concurrently with other construction efforts as determined by the contractor. Work will not commence until in any area that has not been cleared. The contractor shall provide the Government a clearance certificate approved by the MAC indicating that the site is clear of mines and UXO's and is available for construction operations to proceed.

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

If a UXO/mine is encountered after a MAC-approved clearance certificate is provided to the Government, UXO/mine disposal shall be handled in accordance with Section 01015, Technical Requirements.

2.4 Surveys and Site Planning

The Contractor shall perform a geotechnical investigation, leach field testing, water well capacity testing, a topographic survey of the site, and prepare site paving, grading, utility, and drainage plans, with existing grades, proposed grades, and building finished floor elevations based on information contained in the Request for Proposal. The finished floor elevations shall be above the 10-year flood elevation. The development of the master plan will include participation in a design charrette. The charrette shall be scheduled by the Government after contract award. A 35% site plan review shall be conducted after award of this contract. Provide calculations and detailed site utility plans defining all site utilities, sanitary sewer leach field, and water well details.

Excess space within compound footprint should be conserved and reserved to allow for future expansion. Maintain building separations as indicated on the Drawings.

2.5 Demolition and Grading

The contractor shall demolish all existing structures and buildings at the site prior to commencement of new work. The Contractor shall remove and dispose of all debris, 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 will 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 as indicated. Concrete walkways shall be installed between buildings and parking areas.

3. SUMMARY OF WORK

3.1 Contractor Requirements: The contractor shall construct the facilities and shall be in accordance with the requirements stated in Section 01015, the Technical Specifications and the Drawings. Refer to the following sections for more specifics for required information. The design and construction work shall include but not be limited to that shown within attached table and described herein.

3.2 General Requirements for Facilities: All requirements set forth in the Scope of Work, but not included in the Technical Requirements shall be considered as set forth in both, and vice versa. Provide heating and cooling for all facilities unless otherwise stated in Section 01010 or 01015. All Toilets shall be eastern style and shall be oriented to face north or south.

3.3 Base Bid Requirements for UP Provincial Facilities

- Administration Building with Communications Room, Arms Room
- Barracks Buildings
- Logistics Building
- DFAC to include outside wood stoves
- Toilet, Ablution and Shower Building
- Laundry Building
- Training Facility
- Vehicle Parking
- Fuel Storage and Vehicle Refuel Point
- Ammunition Supply Point
- Guard Shacks
- Gate House
- Guard Towers
- Perimeter Force Protection Wall
- Well House
- Road Network
- Site Utilities
- Entry Control Points to include canopy at main ECP
- Trash Point
- 2 Flagpoles

3.4 Option Items

3.4.1 Remove Evaporative Cooling Section and associated piping from HVAC Units in the following buildings (diesel fired heating and ductwork shall still be provided):

- (1) - Administrative Building – 2 units
- (1) - Kitchen and Dining Hall – 2 units
- (1) - Training Building – 2 units
- (1) - Shower and Latrine Building – 1 unit
- (3) – Middle/Ordinary Barracks – 1 unit each
- (1) – Senior/High Barracks – 2 units
- (1) – Logistics Building – 1 unit
- (1) – Laundry Building – 1 unit

3.4.2 Add split pack HVAC cooling units to the Commander's Office 207 and Commander's Sleeping Quarters 209 in the administration Building.

3.4.3 Add ceiling fans to Administration Building Offices as indicated below:

- Open Office 108 – (2) ceiling fans
- Treatment 113 – (1) ceiling fan

Treatment 114 – (1) ceiling fan
Break Room 115 – (1) ceiling fan
Open Office 119 – (2) ceiling fans
Open Office 201 – (3) ceiling fans
Office 202 – (1) ceiling fan
Conference Room 203 – (4) ceiling fans
Office 205 – (1) ceiling fan
Commander's Admin 206 – (1) ceiling fan
Office 213 – (1) ceiling fan
Office 214 – (1) ceiling fan

3.5 Water System

Design and construct a water system with chlorination, to include a ground well water source, water well pump(s), and water storage tank(s) to provide water pressure of 345-517 kPa (50-75 psi) at a flow rate of twice the daily demand. The storage tank and distribution system shall be designed to provide a minimum 276 kPa (40psi) at ground level at all points in the system. Minimum pressures of 207 kPa (30 psi) under peak domestic flow conditions can be tolerated as long as peak requirements are satisfied. Maximum water pressures in the distribution system mains and service lines shall not exceed 517 kPa (75 psi) at ground elevations. Provide an enclosed water well house as indicated. System will include a back up mechanical pump capable of pumping 25 gallons per person per day. Contractor will ensure sufficient hydrostatic pressure to provide water to DFAC and latrines without electricity. Tank capacity shall meet or exceed 1 day's storage based on a usage of 50 gallons of water per person per day.

3.6 Sanitary Sewer System

Design and construct a sanitary sewer system sized for the entire compound in accordance with the AED Design Requirements: Sanitary Sewer & Septic System included in the attachments. Sanitary sewer system shall consist of piping, clean outs, man holes, septic tank, and pressurized distribution system, dosing tank with a leach field. The leach field shall not be located under a building or parking lot. System capacity shall be calculated based on the Required Daily Demand for the water system of 50 gallons per person per day. Sewage treatment shall be a traditional septic tank absorption field effluent disposal system, facultative pond system or other low maintenance, cost system.

Contractor shall furnish and install portable latrines units during construction in locations as required by Section 01015. Portable latrines shall be a mix of western and eastern style units. Mix shall be determined by the contracting officer.

Portable lavatories: Contractor shall furnish and install hand wash units in locations as required on attached drawings and within Section 01015. Hand wash units shall include four (4) wash units. Each wash unit shall consist of a basin, hand soap dispenser, and towel dispenser.

3.7 Site Electrical Distribution System

Provide two (generators) for prime power source to the site. Construction shall be as indicated in the drawings and specifications. The contractor shall modify the site electrical distribution system as required to safely accommodate additional length of conductors that may be required. The contractor shall provide fuel storage capacity for 30 days and an option bid for an additional 30 days storage and supply of fuel.

GENERATOR FUEL STORAGE: The Contractor shall provide generator fuel storage as shown on the Drawings and Specifications. 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.

3.8 Force Protection Measures

The Contractor shall construct perimeter walls from masonry or native stone if available as indicated. Wall length and configuration may vary but additional guard towers are required at change in direction of walls to maintain line of sight from guard towers to all perimeter wall surface

The Primary Entry Control Point (ECP) will include a manually operated, sliding steel gate at the perimeter wall as indicated on the Drawings. The ECP will include one gate house, two guard shacks with entry canopy, two vehicle drop arm barriers, and strategically placed vehicle barriers to prevent high speed vehicle entry into compound. Modification designs for access roadway at ECP to accommodate Cougar H-series vehicle, 4m wide x 6m high.

The Secondary Entry Control Point (ECP) includes a manually operated, sliding steel gate, a vehicle drop arm barrier within the compound, strategically placed vehicle barriers to prevent high speed vehicle entry into compound, and trash point. The Gate shall consist of a heavy duty galvanized steel frame with painted steel panels blocking view. Gate shall have a high security slide bolt lock operable only from inside. Inside the gate, an active barrier shall be installed in accordance with criteria herein. The gate shall meet requirements of UL 752.

Force Protection measures also include the requirements of UFC 4-010-01, Design: Minimum DoD Antiterrorism Standards for Buildings, 8 Oct 2003, revised 22 Jan 2007; and UFC 4-010-02, DoD Minimum Antiterrorism Standoff Distances for Buildings, 8 Oct 2003, revised 19 Jan 2007, where the site design permits.

3.9 Vehicle Re-fueling Point

The Contractor shall provide a full supply of fuel to the vehicle refueling tanks at the time of turnover to the Government.

3.10 Vehicle Parking

The Contractor shall design and construct a paved parking area(s) to accommodate 99 vehicles and 27 trailers. Provisions shall be included for 3 visitor vehicles. The parking areas shall be of stone aggregate construction. There must also be a separate parking area for privately owned vehicles and bikes, sufficient parking for 15% of the personnel. The types of vehicles to be parked consist of LTVs, large ton trucks, ATVs, a C4 and wreckers. In the following table are the number and size of parking spaces to be used for all ANVOP Urban, Patrol, and Brigade HQ and Patrol Battalion facility layouts.

Vehicle Type	Number	Parking Space Size m x m
LTV	27	4 x 5.5
Large Ton Truck	42	4 x 11
ATV	27	2.4 x 4.9
C4	1	4 x 11
Wrecker	2	4 x 11
Trailer	27	4 x 18

3.11 Road Network

The Contractor shall design and construct the entire road network within the compound. A storm drainage system will also be included. The road layout shall provide easy access to all fuel tanks, the sewage holding tank, and the trash collection point.

3.12 Trash Point

The Contractor shall design, in a location convenient for easy removal, a trash collection point. It shall be located outside Secondary Entry Control Point. The facility will include a large trash container for the facility with rollers that can be moved outside to the trash point.

3.13 Flag Poles

Two Flagpoles will be installed in front of the Administration Building as indicated on the Drawings and Specifications.

- End of Section -

SECTION 01015

SECTION 01015 TECHNICAL REQUIREMENTS 27 January 2009

1. GENERAL

1.1 The Contractor's design and construction must comply with technical requirements contained herein. The Contractor shall provide design and construction using the best blend of cost, construction efficiency, system durability, ease of maintenance and environmental compatibility.

1.2 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.

1.3 Safety

1.3.1 UNEXPLODED ORDNANCE (UXO)

It is the responsibility of the Contractor to be aware of the risk of encountering UXO/mines and to take all actions necessary to assure a safe work area to perform the requirements of this contract. If during construction, the contractor becomes aware of or encounters UXO/mines or potential UXO/mines, the contractor shall immediately notify the COR, mitigate any delays to scheduled or unscheduled contract work, and clear/remove the UXO/mines. The contractor may only provide clearance/removal services via UN MAC accredited entities. Clearance/removal may only be undertaken in accordance with IMAS. The Contractor assumes the risk of any and all personal injury, property damage or other liability arising out of or resulting from any Contractor action taken hereunder.

Scrap metal shall be the property of the Host Government. The scrap metal on site shall be moved to an area away from the site perimeter as directed by the Contracting Officer's Representative and left for the Host Government to remove and/or salvage.

NOTE: For previous UXO/mine information, the following points of contact from the UN Mine Action Center of Afghanistan are provided:

Mohammad Sediq, Chief of Operations,
Email: sediq@unmaca.org
Cell: +93 070 295207

Hansie Heymans, Chief Information Officer,
 Email: hansie@unmaca.org
 Cell: +93 070 294286

1.3.1.1 Explosives Safety

1.3.1.1.1 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.

1.3.1.1.2 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.

1.3.1.2 Notification of Noncompliance

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

1.4 Limitation of Working Space

The Contractor shall, except where required for service connections or other special reason(s), 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.

1.5 Temporary Structures

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

1.6 Subcontractors

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

1.7 List of Codes and Technical Criteria

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

AABC - Associated Air Balance Council (National Standards for total System Balance)
 ACI 318 Building Code Requirements for Structural Concrete (latest edition), American Concrete Institute
 Air Force Manual 32-1071, Security Engineering, volumes 1-4, 1 May 1994
 American Water Works Association, ANSI/AWWA C651-99 standard
 ARI - Air Conditioning and Refrigeration Institute
 ASCE 7-02, Minimum Design Loads for Buildings and Other Structures, 2002
 ASHRAE - American Society of Heating, Refrigeration and Air-Conditioning Engineers
 ASHRAE Standard 55-2004, Thermal Environmental Conditions for Human Occupancy
 ASHRAE Standard 62.1-2004, Ventilation for Acceptable Indoor Air Quality
 ASHRAE Standard 62.2-2004, Ventilation and Acceptable Indoor Air Quality for Low-Rise Residential
 ASHRAE Standard 90.1-2001, Energy Standard for Buildings Except Low-Rise Residential Buildings
 ASHRAE Standard 90.2-2004 with 2006 supplement, Energy-Efficient Design of Low-Rise Residential Buildings
 ASME - American Society for Mechanical Engineering
 ASTM - American Society for Testing and Materials
 AWS - American Welding Society
 DCID 6/9 Physical Security Standards for Sensitive Compartmented Information Facilities
 DCID 1/21, Manual for Physical Security Standards For Sensitive Compartmented Information Facilities (SCIF).
 EIA ANSI/TIA/EIA-607: (1994) Commercial Building Grounding/Bonding Requirement Standard.
 Factory Mutual (FM) Approval Guide-Fire Protection (2002).
 IBC - International Building Codes, 2003 (and its referenced codes including those inset below)
 IFGC – International Fuel Gas Code
 IMC – International Mechanical Code
 IPC – International Plumbing Code
 Lighting Handbook, IESNA, latest edition
 MIL-HDBK-1190, Facility Planning and Design Guide Codes and Standards of the National Fire Protection Association (NFPA) [as applicable and enacted in 2002 or later, unless otherwise noted].
 National Electrical Safety Code (NEC), Institute of Electrical and Electronic Engineers (IEEE C2), 2002 edition

NFPA 10, Portable Fire Extinguishers, 2002 edition
NFPA 54, National Fuel Gas Code, 2002
NFPA 58, Liquefied Petroleum Gas Code, 2004
NFPA 70, National Electrical Code, 2005 edition
NFPA 72, National Fire Alarm Code, 2002 edition
NFPA 75, Standard for the Protection of Information Technology Equipment
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 edition Plumbing and Drainage Institute (PDI-WH-201) water hammer arrestors
SMACNA - Sheet Metal and Air Conditioning Contractors' National Association, Standards and Guides, latest editions International Mine Action Standards, latest edition; (see <http://www.mineactionstandards.org> for copy of standards)
TM 5-785 Weather Data
TM 5-802-1 Economic Studies
TM 5-805-4 Noise and Vibration
UFC 1-200-01, Design: General Building Requirements, 20 June 2005
UFC 1-300-07A Design Build Technical Requirements
UFC 3-230-03a, Water Supply, 16 Jan 2004
UFC 3-230-04a, Water Distribution, 16 Jan 2004
UFC 3-230-06a, Subsurface Drainage, 16 Jan 2004
UFC 3-230-07a, Water Supply: Sources and General Considerations, 16 Jan 2004
UFC 3-230-08a, Water Supply: Water Treatment, 16 Jan 2004
UFC 3-230-09a, Water Supply: Water Storage, 16 Jan 2004
UFC 3-230-10a, Water Supply: Water Distribution, 16 Jan 2004
UFC 3-230-13a, Water Supply: Pumping Stations, 16 Jan 2004
UFC 3-230-17FA, Drainage in Areas Other than Airfields, 16 Jan 2004
UFC 3-240-03N, Operation and Maintenance: Wastewater Treatment System Augmenting Handbook, 16 Jan 2004
UFC 3-240-04a, Wastewater Collection, 16 Jan 2004
UFC 3-240-07FA, Sanitary and Industrial Wastewater Collection-Gravity Sewers and Appurtenances
UFC 3-240-02N Wastewater Treatment Systems Augmenting Handbook
UFC 3-250-01FA, Pavement Design For Roads, Streets, Walks, and Open Storage Areas
UFC 3-250-18FA, General Provisions and Geometric Design for Roads, Streets, Walks and Open Storage Areas
UFC 3-240-09FA, Domestic Wastewater Treatment
UFC 3-260-01, Airfield and Heliport Planning and Design, 1 Nov 2001 with changes dated 19 May 2006
UFC 3-260-02, Pavement Design for Airfields, 30 June 2001
UFC 1-300-09N, Design Procedures, 25 May 2005
UFC 3-310-01, Structural Load Data, 25 May 2005
UFC 3-400-01, Design: Energy Conservation, 5 July 2002
UFC 3-410-01FA Heating, Ventilating and Air Conditioning, Change 1, 15 May 2003
UFC 3-410-02A, HVAC Control Systems. 15 May 2003
UFC 3-430-01FA, Heating and Cooling Distribution Systems, 27 Jy 2003
UFC 3-501-03N, Electrical Engineering Preliminary Considerations, 16 Jan 2004
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 3-600-01, Design: Fire Protection Engineering for Facilities, 26 Sept 2006
UFC 4-010-01, Design: Minimum DoD Antiterrorism Standards for Buildings, 22 Jan 2007
UFC 4-010-02, DoD Minimum Antiterrorism Standoff Distances for Buildings, 19 Jan 2007
UFC 4-020-01FA, Security Engineering: Project Development, 1 Mar 2005
UFC 4-020-02FA, Security Engineering: Concept Design, 1 Mar 2005
UFC 4-020-03FA, Security Engineering: Final Design, 1 Mar 2005
UFC 4-020-04FA, Electronic Security Systems: Security Engineering, 1 Mar 2005

UFC 4-021-01, Design and O&M: Mass Notification Systems, draft 1 May 2006
Underwriters' Laboratories (UL) Fire Protection Equipment Directory (2002)
UL Standards (as applicable)
UL 710, Exhaust Hood for Commercial Cooking Equipment, latest edition
UL 737, Fireplace Stoves, latest edition
UL 752, Bullet Resisting Equipment, 2000 or later
USCINCCENT OPORD 97-1

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

2. SITE DEVELOPMENT:

2.1 General

The project includes site adapting designs and furnishing all materials, equipment and labor for constructing roads, parking lots, site grading, utilities, barriers, site lighting and buildings as applicable to complete the site layout.

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, wall, 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. The site plan shall show geometric design of the site, including applicable dimensions of all exterior facilities, mechanical equipment, pavements, utilities, etc. Required facilities are described in the following sections of this specification. All roads and areas where tractor-trailer vehicles will travel shall be designed for the worst case turning radius. Design and construction of roads and pavements shall be based on recommendations from geotechnical investigation required herein.

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

2.3.2 DEMOLITION

Demolition shall include removal of all structures, foundations, pavements, and utilities, and clear and grubbing where specified. 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 dry 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 elevation shall be a minimum 150mm above grade and slope away from the building on all sides at a minimum of 5% for 3 meters. All drainage is intended to drain through the Primary and Secondary ECP. Other drainage options will require design to ensure that security is maintained and controlled from the guard towers and that any other discharge be clearly visible from the guard towers.

2.3.4 PAVING

2.3.4.1 Roads

Paved roads are required within the base camp area. All pre-existing conditions are undeveloped land with gentle slopes, without substantial vegetation and with natural drainage channels of moderate size and spacing that are dry most of the time. All roads shall be of 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 UFC 3-250-18FA and UFC 3-250-01FA standards. The compound (containment area) roads sections shall have the subgrade scarified and compacted to 95% maximum laboratory dry density for a minimum 300mm (12 inches). The roads sections shall have minimum 200 mm (8 inch) base course compacted to 100% of maximum dry density and shall be surfaced with minimum 50 mm (2 inch) hot mix asphalt concrete, unless otherwise noted. Degree of compaction shall be expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D 1557 or equivalent DIN, BS, or EN standards, unless otherwise noted. Contractor shall notify the Contracting Officer immediately if initial site survey determines that area hydrology requires major drainage structures or bridges. Also, the Contracting Officer shall be immediately notified if the required lengths of road or preexisting conditions are determined to be substantially or materially different than the above-described conditions/estimates.

2.3.4.2 Bridges and Site Grading Plan

The Contractor shall notify the Contracting Officer immediately if initial site survey determines that area hydrology requires major drainage structures or bridges. The contractor shall design a site grading plan that provides positive drainage and minimizes the requirement for major structures in a cost effective manner.

2.3.4.3 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 dry density. Aggregate base shall be 150mm (6 inches). Aggregate Base Course (ABC) material must be well graded, durable aggregate uniformly moistened and mechanically stabilized by compaction. Degree of compaction shall be expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D 1557 or equivalent DIN, BS, or EN standards.

2.3.4.4 Sidewalks

Contractor shall provide sidewalks 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. Sidewalks used subject to vehicular traffic shall be 150mm thick. The sidewalk concrete strength shall be 210 kg/sq cm (20 MPa or 2890 psi). Aggregate sidewalks are permitted for low traffic areas as indicated in Drawings.

2.3.5 Entry Control Point –

See Section 01010 for Primary and Secondary ECP requirements to include guard towers, gate house and guard shacks.

2.3.5.1 Exterior Compound Wall

Design and construct a Force Protection Perimeter Stone Wall per Scope of Work Section 01010 and RFP. Provide detail/elevation at wall indicating how wall will transition from level to slope and over ridges. The stone walls are reinforced to resist wind and seismic loads. The footing must be sized to resist sliding and overturning from the design loads for changes to the design indicated.

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 requiring such. No Holding Tanks allowed.

2.3.6.2 Water

2.3.6.2.1 General Water

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. The required Average Daily Demand (ADD) approximation is derived from 190 liters per capita per day (lpcd) or 50 gallons per capita per day (gpcd). In the event potable or non-potable use water is required prior to completion of the water facilities infrastructure the Contractor

may be issued a Request for Proposal to provide nonpotable (tank truck) and potable (bottled or other reliable source) consumption. Provide a minimum of one (1) outside water hydrant (hose spigot) for any building or facility for which a water supply is provided for landscaping purposes.

2.3.6.2.2 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 UFC 3-240-09FA.

2.3.6.2.3 Well House

At new wells or springs, construct a permanent well house with concrete slab floor. The floor of the well house shall slope away from the casing approximately 3 mm per 300 mm (1/8" per foot) and drain to the outside. Floor of well house shall be above flood plain. The well house design should be such that the well pump, motor and drop pipe could be removed readily and accessible via an insulated and lockable roof hatch above. Provide a small window for natural light located high up on the room. The entry door shall be lockable and insulated and made of metal with a metal frame. 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.

2.3.6.2.4 Raw Water Disinfection

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

2.3.6.2.5 Water Filtration

Not Used

2.3.6.2.6 Well Water Pumps (for Hydro-pneumatic system)

An electric submersible well pump will pressurize the system by supplying water to a hydro-pneumatic tank and be capable of providing output for twice the average daily demand of 50 gallons per capita per day and provide hydro-pneumatic tank pressure of 50 psi to 75 psi. A mechanical hand pump capable of providing a flow equal to 25 gallons per capita per day is required as a backup. The hand pump will be connected directly to the electric well pump effluent piping thereby allowing the system to be pressurized by either pump, although the mechanical pump shall provide discharge pressure of 40 psi when the system is supplied by the hand pump alone. The pumps and controls shall be designed to supply and maintain acceptable system pressure throughout the distribution network given the full range of flow conditions (low flow to peak). The pump discharge shall have a gate valve, check valve, pressure gage, and air relief valve.

2.3.6.2.7 Hydro-pneumatic Water Storage Tank

The Contractor shall provide horizontally mounted and insulated above ground hydro-pneumatic tank(s) containing water and compressed air located adjacent to the well house to maintain system pressures between 344 kPa and 517 kPa (50 psi and 75 psi). A compressor is required to occasionally add air to the tank. A typical hydro-pneumatic system loses pressure very quickly when the power and influent water supply are interrupted. The design for this project is intended to provide a water system less susceptible to rapid pressure loss during periods without power. The tanks were selected from standard available sizes

based on a minimum volume required to maintain system pressure for a period of over 12 hours without power or pumping. Storage may be divided between duplicate units in cases where a single tank would be too long to easily transport to the site. Volume of the tank shall be a minimum storage volume of a full days demand. The Contractor shall verify storage volume requirements based on final design population. The storage facility shall be located above drainage areas and locations subject to flooding as approved by the Contracting Officer.

2.3.6.2.8 Disinfection & Chlorination System

Use calcium hypochlorite for disinfection. A chlorinator shall be used to feed a calcium hypochlorite solution of 5-15% available chlorine into the system. The chlorination system shall consist of a mixing/eroding chamber, solution tank for hypochlorite, power supply, water pump, pressure switch, water supply line, and discharge lines. The hydro-pneumatic tank shall provide contact time. 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. The hypochlorite shall be stored in a cool dry place. 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 86.

2.3.6.2.9 Chlorine Shelter

The chlorination equipment shall be installed at the well head and within the well house. If required, the 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 300mm (12 inch), 250mm (10 inch), 200mm (8 inch), 150mm (6 inch) and 100mm (4 inch), as calculated, and indicated in the Specifications. All pipes and joints shall be capable of at least 1.03 Mpa (150 psi) and 1.38 (200psi) hydrostatic test pressure unless otherwise specified. Pipes should be adequate to carry the maximum quantity of water at acceptable velocities 0.9 to 1.5m/sec (3 to 5 ft/sec) at maximum flows not to exceed 2.8m/sec (9.2ft/sec) with working pressures of 240kPa (35psi) to 350kPa (50psi). **Minimum pressure shall be 207 kPa (30psi) to all points of the distribution system and maximum pressure shall be 517kPa (75psi).** If high pressures (greater than 517kPa) cannot be avoided, pressure-reducing valves shall be used. Water service connections to buildings shall vary from 19mm, 25mm or 38mm to 75mm, as calculated, depending on the usage requirement. Pipe service connections from the distribution main to the building shall be either Polyvinyl Chloride (PVC) plastic Schedule 80 ASTM D 1785 or copper tubing conforming to ASTM B 88M, Type K, annealed. After choosing piping material type, use similar piping materials for all buildings for efficiency of future maintenance activities. The distribution network shall be laid out in a combination grid and looped pattern with dead ends not exceeding 30m (99 feet). Dead end sections shall not be less than 150mm (6 inch) diameter and shall either have blow off valves or fire hydrants (flushing valves) installed for periodic flushing of the line. Any pipe with a fire hydrant on the line shall be at least 150mm (6 inch) in diameter. Water supply distribution shall connect to a building service at a point approximately 1.5m (5 feet) outside the building or structure to which the service is required. Adequate cover must be provided for frost protection. A

minimum cover of 800mm (2'-8") is required to protect the water distribution system against freezing. Water lines less than 1.25 meters (4 feet) deep under road crossings shall have a reinforced concrete cover of at least 150 mm (6 inch) thickness around the pipe.

2.3.6.3.2 Pipe

Not used.

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 valved section of piping shall, unless otherwise specified, be subjected for 1 hour to a hydrostatic pressure test of 1.03 MPa (150 psi). Each valve shall be opened and closed several times during the test. Exposed pipe, joints, fittings, hydrants and valves shall be carefully examined during the partially opened trench test. Joints showing visible leakage shall be replaced or remade as necessary. Cracked or defective pipe, joints, fittings, hydrants and valves discovered following this pressure test shall be removed and replaced and retested until the test results are satisfactory.

2.3.6.3.5 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 1.03 MPa (150psi). Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved or approved section, necessary to maintain pressure to within 34.5kPa (5 psi) of the specified leakage test pressure after the pipe has been filled with water and the air expelled. Pipe installation will not be accepted if leakage exceeds the allowable leakage, which is determined by the following formula:

$$L = 0.0001351ND (P \text{ raised to } 0.5 \text{ power})$$

L = Allowable leakage in gallons per hour
 N = Number of joints in the length of pipeline tested
 D = Nominal diameter of the pipe in inches
 P = Average test pressure during the leakage test, in psi gauge

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

2.3.6.3.6 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 2 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 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. If maps are not available, or do not provide satisfactory information or sufficient detail of the site, field surveys shall be performed. Sanitary sewers less than 1.25 meters (4 feet) under road crossings shall have reinforced concrete cover at least 150 mm (6 inch) thick around the pipe.

Exterior sanitary sewer line construction shall include service to all buildings as described in the Scope of Work Section 01010. Contractor shall design sanitary sewer collection system in accordance with AED Design Requirements: Sanitary Sewer & Septic System included in the attachments. 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 anticipated occupancy. All sewers shall be located outside of the roadways as much as practical, and minimize the number of roadway crossings. To the extent practical, a sewer from one building shall not be constructed under another building, or remain in service where a building is subsequently constructed over it. Construction required shall include appurtenant structures and building sewers to points of connection with building drains 1.5m (5 feet) outside the building to which the sewer collection system is to be connected.

The Contractor shall use the following criteria where possible to provide a layout which is practical, economical and meets hydraulic requirements: 1) Follow slopes of natural topography, 2) avoid routing sewers through areas which require extensive restoration or underground demolition, 3) Avoid areas of high groundwater and placement of sewer below the groundwater table, 4) locate manholes at change in direction, size or slope of gravity sewers, 5) use straight sections between manholes, curved alignment shall not be permitted, 6) locate manholes at intersections of streets where possible, 7) avoid placing manholes where the tops will be submerged or subject to surface water inflow, 8) evaluate alternative sewer routes where applicable, 9) verify that final routing selected is the most cost effective alternative that meets service requirements. In the event facilities to be provided under the contract must be occupied prior to completion of permanent wastewater infrastructure, the Contractor will be responsible for providing temporary portable shower and bathroom facilities.

2.3.6.4.2 Protection of Water Supplies

The Contractor shall ensure that the sewer design meets the following criteria:

2.3.6.4.3 Sanitary sewers shall be located no closer than 15m (50 feet) horizontally to water wells or reservoirs to be used for potable water supply.

2.3.6.4.4 Sanitary sewers shall be no closer than 3 m (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 1.8 m (6 feet).

2.3.6.4.5 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.

2.3.6.4.6 Quantity of Wastewater

The Contractor shall verify the average daily flow considering the resident (full occupancy) 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 189 liters per capita per day (lpcd) or 50 gallons per capita day (gpcd) (water usage).

Design criteria guideline shall be based on average influent wastewater characteristics as BOD of 400mg/l, SS of 400mg/l, BOD load of 750ppd, and SS load of 750ppd.

2.3.6.4.7 Gravity Sewer

Sanitary sewers shall be designed to flow at 90 to 95 percent full. Sanitary sewer velocities shall be

designed to provide a minimum velocity of 0.6 meters per second (mps) or 2.0 feet per second (fps) at the ADD flow rate and a minimum velocity of 0.8 to 1.05 mps (2.5-3.5fps) at the peak diurnal flow rate. In no case shall the velocity drop below 0.3 mps, (1.0 fps) to prevent settlement of organic solids suspended in the wastewater. Pipe slopes shall be sufficient to provide the required minimum velocities and depths of cover on the pipe. Unless otherwise indicated (see Building Connections and Service Lines), gravity sewer pipe shall be installed in straight and true runs in between manholes with constant slope and direction. Adequate cover must be provided for frost protection. A minimum cover of 800 mm (2'-8") will be required to protect the sewer against freezing.

2.3.6.4.8 Grease Interceptor

All Dining Facilities (DFACs) shall incorporate preliminary treatment with use of grease interceptor prior to the sewer collection system. Grease interceptor shall be as indicated in the Specifications.

2.3.6.4.9 Manholes

The Contractor shall provide standard depth manholes (MH), (depth may vary) an inside dimension of 1.2 meters (4 feet) as indicated in the Specifications.

2.3.6.4.9.1 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.

2.3.6.4.9.2 Spacing

The distance between manholes must not exceed 120 m (400 ft) in sewers of less than 460 mm (18 inches) in diameter. For sewers 460 mm (18 inches) and larger, and for outfalls from wastewater treatment facilities, a spacing of up to 180 m (600 ft) is allowed provided the velocity is sufficient to prevent the sedimentation of solids.

2.3.6.4.10 Pipe

Pipe shall conform to the respective specifications and other requirements as follows

2.3.6.4.10.1 The minimum depth of the cover over the pipe crown shall be 0.8m (2'-8").

2.3.6.4.10.2 The minimum depth of the cover over the pipe crown shall be 0.8m (2'-8").

2.3.6.4.11 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 degrees should be used with a cleanout provided. Connections to other sewers will be made directly to the pipe with standard fittings rather than through manholes. However, a manhole must be used if the connection is more than 31m from the building cleanout. Cleanouts shall be provided outside of the building. Service connection lines will be a minimum of 100 mm (4 inch) diameter and laid at a minimum 1% grade, but up to 2% as design parameters dictate. Service laterals shall be 150 mm (6 inch) and sloped to maintain the minimum velocity as described in paragraph "Gravity Sewer."

2.3.6.4.12 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).

2.3.6.4.13 Field Quality Control

2.3.6.4.13.1 Field Tests and Inspections

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.

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.

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.

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.

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) Ductileiron 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.

2.3.6.4.14 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.

2.3.6.4.15 Wastewater Treatment System

The wastewater treatment system and effluent disposal shall be designed to accommodate the compound's anticipated demand, as specified in the section entitled "QUANTITY OF WASTEWATER". The Contractor shall use a wastewater treatment system, such as, a traditional subsurface absorption field or package plant, whenever possible. Design requirements and criteria for treatment systems shall be in accordance with guidelines outlined in UFC 3-240-09FA Domestic Wastewater Treatment and UFC 3-240-02N Wastewater Treatment Systems Augmenting Handbook. Minimum acceptable percolation rates for absorption field and mound systems are categorized as slow permeable 60 to 120min/in (24-48min/cm). The sewage treatment system shall be sited the maximum distance possible from the living quarters, working areas, public use areas and proposed facilities. Septic systems shall be designed and installed in accordance with UFC 3-240-03. Storm water flow shall not be considered in the wastewater treatment system.

2.3.6.5 Storm Sewer Systems

2.3.6.5.1 Design Storm Return Period (baseline frequency)

Developed portions of the site installation such as administration, industrial and barracks areas, shall be based on a rainfall of 10-year frequency. Basic system design shall be in accordance with UFC 3-230-17A, Chapter 2. Potential damage or operational requirements may warrant a more severe criterion or in certain areas a lesser criterion may be appropriate. The design of roadway culverts and other on-site storm drainage features & structures will normally be based on 10-year rainfall event. Protection of installations against flood flows originating from areas exterior to the base installation shall be based on a 25-year or greater rainfall depending on cost vs. benefit considerations.

2.3.6.5.2 Storm Drainage System Design

The Contractor shall be responsible for the complete design of the storm drainage system. Drainage of runoff from turf areas onto pavements shall be minimized. If storm drain piping is required it shall comply with the requirements in this section. Where storm drain pipes are of different diameters, the pipe crown elevations should be matched at the drainage structure. Storm drain lines shall be located outside of paved areas to the extent possible. Under no circumstance shall storm drain lines be located beneath buildings. Erosion control shall be provided for all storm drain structures during construction. Water from roof down spouts shall be drained off building site. All storm drain pipe and structures shall comply with the requirements specified in Section 33 40 01 STORM-DRAINAGE.

2.3.6.5.3 Hydraulic Design

New storm drain pipes shall be designed for gravity flow during the design storm baseline unless otherwise approved by the Government. The hydraulic grade line shall be calculated for the storm drain system and all energy losses accounted for. Design computations shall adhere to procedures contained in UFC 3-230-17A. Storm drain systems shall be designed to provide a minimum flow velocity of .75 meters per second when the drains are one-third or more full.

2.3.6.5.4 Area Inlets

Area inlets shall be properly sized and designed to accommodate the design flows. All grates shall be of a "bicycle safe" design.

2.3.6.5.5 Concrete Pipe

Reinforced concrete pipe shall be a minimum Class III. Type I cement may be used only when sulfates in the soil are 0.1 percent or less and dissolved sulfates in the effluent are 150 ppm or less. Type II cement may be used only when sulfates in the soil are 0.2 percent or less and dissolved sulfates in the effluent are 1,500 ppm or less. Only Type V cement may be used if sulfates in the soil exceed 0.2 percent or dissolved sulfates in the effluent exceed 1,500 ppm. Concrete pipe shall be assumed to have a minimum design service life of 50 years unless the Contractor determines that conditions at the site will reduce the service life. Concrete culverts and storm drains shall be protected by a minimum of 1 meter of cover during construction to prevent damage by heavy construction equipment.

2.3.6.5.6 Corrugated Metal Pipe

Corrugated Metal Pipe shall not be used.

2.3.6.5.7 Plastic Pipe

Stiffness of the plastic pipe and soil envelope shall be such that the predicted long-term deflection shall not exceed 7.5 percent. Plastic culverts and storm drains shall be protected by a minimum of 1 meter of cover during construction to prevent damage by heavy construction equipment. Split couplers shall not be allowed for corrugated high-density polyethylene pipe. Plastic pipe shall be assumed to have a minimum design service life of 50 years unless the Contractor determines that conditions at the site will reduce the

service life (Then plastic pipe shall not be used).

3. ARCHITECTURAL REQUIREMENTS

3.1 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 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.

3.2 Design Criteria

The Codes, Standards, and Regulations listed herein shall be used in the construction of this project. The publications shall be the most recent editions. 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.

IBC- International Building Code NFPA-101- National Fire Protection Association, Life Safety Code.

3.3 Life Safety / Fire Protection / Handicapped Accessibility

To the extent possible, all facilities are 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.

3.4 Anti-Terrorism / Force Protection

Force protection/anti-terrorism measures have been incorporated into this design in accordance with the referenced DoD Regulations as indicated on the Drawings and Specifications. Not all requirements have been incorporated. Information regarding force protection may be found herein and at the following link: www.tisp.org/files/pdf/dodstandards.pdf

3.5 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.

3.6 Specialties

3.6.1 REFRIGERATION EQUIPMENT

Refrigeration equipment has not been designed for these facilities. Coordinate final requirements with Contracting Officer before constructing Dining Facility.

4. STRUCTURAL

4.1 General

The project consists of various structures. The new buildings shall be provided with a reinforced concrete slab foundation that is properly placed on suitable compacted ground area and shall be in accordance with the recommendations from the geotechnical investigation. Footings have been designed for 96 kPA (2000 psf) Allowable Soil Bearing Pressure. Contractor shall include modifications to foundations to accommodate site slopes and lower bearing pressures.

4.2 Design

Design shall be performed and design documents signed by a registered professional engineer. Calculations shall be in SI (metric) or English units of measurements. All components of the building shall be designed and constructed to support safely all loads as indicated on the Drawings without exceeding the allowable stress for the materials of construction in the structural members and connections.

4.3 Dead and Live Loads

Dead loads consist of the weight of all materials of construction incorporated in the buildings. Dead loads and Live loads used for design are indicated on the Drawings.

4.4 Wind Loads

Wind loads shall be calculated using a "3-second gust" wind speed of 135 km/hr.

4.5 Seismic

The building and all parts thereof shall be designed for the seismic requirements as defined by the International Building Code referenced herein. Spectral ordinates shall be $S_s = 1.28g$ and $S_1 = 0.51g$.

4.6 Foundations

Foundations shall be in accordance with the Geotechnical requirements of this RFP.

5. GEOTECHNICAL

Existing geotechnical information is not available at the project site. Any site-specific geotechnical data required to develop foundations, materials, earthwork, and other geotechnical related design and construction activities for this project shall be the Contractor's responsibility. The Contractor shall develop all pertinent geotechnical design and construction parameters by appropriate field and laboratory investigations and analyses. The geotechnical information shall include, but not limited to, boring locations on site plan, particle size & distribution, liquid & plastic limit test, moisture & density test, and allowable soil bearing capacity & foundation recommendation, etc.

6. MECHANICAL

6.1 Propane Cooking Stove and Exhaust Hood

The contractor shall design and construct two (2) new propane stoves for the DFAC. The propane stoves shall be provided with burners rated at a minimum of 90,000 BTU/hr. per stove, and be capable of supporting fully-loaded cauldrons 1000 mm in diameter and 800 mm deep. The Contractor is encouraged to use innovative design techniques and construction practices in designing and constructing the new propane stoves. The contractor shall comply with Corps of Engineers safety manual EM-385-1-1.

The Contractor shall provide a canopy type exhaust only kitchen hood directly above the propane cooking appliances as indicated on the Drawings and Specifications. The Contractor shall determine if the exhaust hood needs to be lowered and/or modified to adequately capture the smoke and vapors from the cooking surface.

New propane stoves shall be installed with consideration to ease of cooking operation and daily cleanup. The new propane stoves shall be set into a formed concrete opening such that it can easily be removed for replacement, maintenance and cleaning. The lower half of the interior wall shall be terrazzo and the upper half shall be stainless steel sheet flashing. Each propane stove shall be provided with three burners. The propane stoves shall be of commercial quality and be capable of producing the highest BTU heat output with all three burners on. The center burner is low heat, center and middle burner is medium heat and all three burners is high heat. A shut off valve for each burner shall be provided at the face of the propane appliance.

The Contractor shall provide submittals SD-02 (Shop Drawings), SD-03 (Test Reports), SD-05 (Design Data), SD-07 (Certificates), SD-08 (Manufacturer's Instructions), and SD-10 (Operation and Maintenance Data) for the propane stoves and exhaust hood. The SD-10 submittal shall be in accordance with Section 01 78 23 of the specifications, "Operation and Maintenance Data", "Data Package 2".

7. PLUMBING

7.1 Special Plumbing Systems-

7.1.1 DINING FACILITY PROPANE COOKING SYSTEM

Propane storage tanks shall be provided and installed in accordance with NFPA 58. Propane tanks installed in the propane storage room, shall not exceed a total of 300 lbs, the tanks shall be strapped to the wall using uni-strut secured to the wall and pipe straps. Straps shall be connected to the uni-strut and wrap around tank with a bolted connection at the front of the tank for ease of transfer. The Contractor shall coordinate with the User and the Contracting officer in determining the capacity of propane fuel required for each DFAC. The propane fuel capacity shall be based on frequency of cooking, consumption of fuel every cooking cycle, frequency and availability of replacement fuel tanks and spare capacity. This project will require that the Contractor provide the agreed to amount of fuel tanks filled with propane fuel at time of completion.

Piping from the propane tanks to the respective propane stoves shall be wrought iron, ASTM B36.10M or steel (black or galvanized), ASTM A53. The steel piping shall terminate in front of the propane stoves with a shut off valve and quick disconnect nipple. A stainless steel flexible hose shall connect from the propane stove to the steel piping. Each end of the flexible hose shall be provided with quick disconnect fittings. The propane piping shall be installed under floor and in sleeves that are vented to the outside.

The Contractor shall provide submittals SD-02 (Shop Drawings), SD-03 (Test Reports), SD-05 (Design Data), SD-07 (Certificates), SD-08 (Manufacturer's Instructions), and SD-10 (Operation and Maintenance Data) for the propane piping and racks. The SD-10 submittal shall be in accordance with Section 01 78 23 of the specifications, "Operation and Maintenance Data", "Data Package 2".

8. ELECTRICAL

8.1 General

Voltage Drop for branch circuits shall be limited to no more than 3%; voltage drop for branch and feeder circuits combined shall be limited to no more than 5%.

All circuit breakers shall use down-stream coordination to ensure the breaker nearest a fault or overload is the first to trip.

End of Section

SECTION 1060

SECTION 01060

SPECIAL CLAUSES

PART 1 GENERAL

1.1 PRECONSTRUCTION CONFERENCE

1.1.1 Schedule of Meeting

At the earliest practicable time, prior to commencement of the work, the Contractor and any Subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to the Contractor's Quality Control (CQC) Program, the 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 contract, an Area Use Plan designating intended use of all areas within the project boundaries. This plan shall include, but not necessarily be limited to the following: 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. Local nationals will not be granted any privileges under this contract.

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

1.3.1.4 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. If radio communication is approved by Contracting Officer / installation security office, frequency selection shall be approved by Contracting Officer to prevent interference with installation operations. Such devices shall be made available for use by Government personnel.

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 taxiways or runways. Any dirt or soil that is tracked onto paved or surfaced roadways shall be cleaned daily. Materials resulting from demolition activities that are salvageable shall be stored within the fenced area described above. Stored material not indoors, whether new or salvaged, shall be neatly stacked when stored.

1.3.1.9 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.

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

1.3.3 Temporary Project Safety Fencing and Barricades

The Contractor shall impose all measures necessary to limit public access to hazardous areas and to ensure the restriction of workers to the immediate area of the construction and mobilization site. The Contracting Officer may require in writing that the Contractor remove from the work any employee found to be in violation of this requirement.

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 NOT USED

1.7 NOT USED

1.8 WATER

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

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

Requirements Manual".

1.12 NOT USED

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

1.13 Not used.

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 NOT USED

1.17 NOT USED

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 NOT USED

1.19 NOT USED

1.20 NOT USED

1.21 NOT USED

1.22 TIME EXTENSIONS

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 contract and continuing throughout the contract each month, actual unusually severe weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated unusually severe weather in the schedule below. The term

"actual unusually severe weather days" shall include days actually impacted by unusually severe weather. The Contractor's schedule must reflect the anticipated unusually severe weather days on all weather dependent activities.

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.

1.22.3 Other Delays

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

1.23 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.

1.26 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 NOT USED

PART 2 LOCAL CLAUSES

2.1 APPLICATION OF US CRIMINAL JURISDICTION

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

2.2 ATTACKS FROM HOSTILE ENTITIES

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

2.3 INSTALLATION ACCESS AND BADGING

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

2.4 CUSTOMS CLEARANCE

Reference clauses 52.229-6 and 52.225-13. This contract is firm fixed-price. It is the responsibility of the contractor to be knowledgeable of and to abide by any and all applicable customs clearance procedures and requirements that may be necessary for the transportation of supplies and equipment into Afghanistan. Such procedures and requirements may change over the course of contract performance; it is the responsibility of the contractor to plan accordingly in order to meet its existing obligations under this contract. The US Army Corps of Engineers, Afghanistan Engineer District, neither controls nor is responsible for any such customs clearance procedures, requirements or changes thereto.

2.5 TRAVEL WARNINGS

The contractor shall provide all personnel working under this contract, and shall require subcontractors to provide their personnel, with a written notification advising such personnel to be aware of US State Department Travel

Warnings with respect to Afghanistan, available at <http://travel.state.gov>, in the event they wish to consider bringing their dependants into Afghanistan. A copy of the notice ***shall be furnished to the contracting officer upon award of the contract***, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel. At no time, subject to the written approval of the contracting officer, may the contractor allow such dependants, or any other unauthorized individuals, to be present on the project site grounds, whether in transit or otherwise.

2.6 DRUG-FREE WORKFORCE

Documentation of the contractor's drug-free workforce program as required by clause 252.223-7004(b) ***shall be furnished to the contracting officer upon award of the contract***.

2.7 COMBATING TRAFFICKING IN PERSONS, COMMERCIAL SEX ACTS, FORCED LABOR

A copy of the employee notification statement as required by clause 252.222-7006(d) ***shall be furnished to the contracting officer upon award of the contract***, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.

-- End of Section --

SECTION 01312

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

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; and 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 notice to proceed, 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 shall be recorded. 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

SECTION 01335

SUBMITTAL PROCEDURES FOR DESIGN-BUILD SITE ADAPT 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
Attention: 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 field investigations, calculations, design analysis, drawings and specifications.

In addition, for each design submittal, the contractor shall submit all non-administrative modifications issued for the contract as part of the Design Submittal package to enable AED to validate that these modifications have been incorporated into this design submittal.

Design submittals should only address Contract requirements not shown on plans and specifications already furnished to the Contractor as part of this contract. Plans and specifications furnished to the Contractor shall NOT be included as part of any Design Submittal. The Contractor shall complete all work as shown in these furnished drawings and specifications without deviation, unless site conditions mandate changes (larger building foundations per geotechnical investigations, etc.).

The Contractor shall clearly label and date all design submittals to reflect the current design stage and date of submission to the Government to avoid confusion between current and previous submittals. The Contractor shall not begin construction work until the Government has reviewed and approved the work presented in each Design Submittal, including complete resolution of all DrChecks comments, and the Contracting Officer has cleared work 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 Contractor.

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

- a. Site-Adapt General Design review - 65%
- b. Final Site-Adapt Design review - 90%
- c. Cleared For Construction review - 100%

1.2.1.1 SITE-ADAPT GENERAL DESIGN (65%)

This Design Submittal presents all information necessary to “Site Adapt” the fully designed and detailed buildings and other project features. It is crucial that the submittal is complete and includes all components noted below and any other pertinent information not listed which the Contractor requires to enable construction to begin as soon as possible. As a minimum, for each Contract project location the submittal shall contain:

- a. Results of the site topographic survey (in accordance with Paragraph 3.9.6.3 through 3.9.6.5 of this Section) which shall include highlighting of significant features (wadis, adjacent properties and structures, roads, etc.) to provide a detailed, overall understanding of the project site and surrounding area; demolition plan for existing site features; complete grading and drainage plan with existing grades, proposed grades, and building finished floor elevations based on Contract technical requirements;
- b. Any necessary adaptations of the Concept Plan and detailed design drawings furnished with this Contract that might be required due to actual site constraints, to include: water supply/storage location and distribution layout plan; wastewater collection or treatment location and tie-in to all required buildings; electrical generation and distribution plan; connection of existing roads with ECP location(s); and any other changes required due to adjacent property or existing topography. As noted in Paragraph 1.2.1, this would also include proposed changes to the detailed drawings if, and only if, site conditions mandate revisions.
- c. Geotechnical Report, indicating appropriate information for various site characteristics, soil parameters as determined by certified lab tests, allowable soil bearing capacities and confirmation that the assumed bearing capacity for the fully designed structures (typically stated as 0.75 kg/cm^2) can be achieved; estimated settlement for building foundation loads; and all changes to the given building foundation designs due to the Geotechnical Report conclusions.
- d. Septic Tank drawings and details (if required by Section 01010 of the SOW), showing tank depth and sizing based on expected sanitary load, and all connecting piping, with dimensions.
- e. Percolation test locations and results, and complete leachfield design (if required by Section 01010 of the SOW), which indicate the site will accommodate such a system for the given project requirements, and alternatives proposed if, and only if, the site characteristics will not support such a system.

- f. Complete design analysis, plans and specifications for any contract feature(s) not already provided in the Contract that the Contractor would like Partial Clearance for Construction on once the Design Submittal has been approved, including project components with long ordering, fabrication and delivery times.
- g. Outline of Construction Specification Sections to be used for other work yet to be submitted at the 90% Final Site-Adapt Design Review submittal, and those Specification items requiring Government Approval (GA), unless 100% Technical Specifications were provided with the Contract.
- h. Well design at each project site location to include a determination of water demand, water availability evaluation, and water quality analysis. Water demand evaluation shall be determined based on the requirements of the 01010 SOW and 01015 Technical Requirements. Water availability evaluation shall include data concerning study of existing water wells in the vicinity, study of hydrological data, and study of geological data. Well hydraulics data shall also be included from the test well or if available from vicinity wells. Water quality analysis shall include physical, chemical, and bacteriological analyses of water from either a test well or an existing well within the same aquifer of the proposed well.

Drawing for the well design shall include, at a minimum, material and dimensions of well pipe and casing, type and dimensions of screen, type and range of sizes of gravel surrounding screen and at bottom of well shaft, type of grouting for well seal, well pad, location and connection detail for hand pump if required by the 1010. Also required would be a detail of the wellhead with all associated valves, flowmeters, and chlorination system.

- i. Preliminary drawing and details of any grease interceptors and oil-water separators required. Grease interceptors should either be gravity or hydro-mechanical types. Drawings would show sizing, depth, and all connecting piping. Design analysis shall include calculations for sizing both the interceptor/separator and connecting piping.
- j. Preliminary cross sections of roads and sidewalks, showing all essential dimensions, materials, layers, and proposed fore and back slopes of adjacent drainage features.
- k. All preliminary sketches of site storm drainage structures, including calculations in the design analysis for sizing and sloping of pipe runs and ditches. Provide cross sections of drainage structures such as ditches and culverts.

1.2.1.2 FINAL SITE-ADAPT DESIGN REVIEW (90%):

The review of this submittal is primarily to insure that the contract documents and design analysis are proceeding in a timely manner and that the Contract requirements and design criteria are being correctly understood and adhered to. The submittal shall consist of the following:

- a. Design Analysis complete.
- b. Draft Construction Specifications complete - all anticipated sections, edited to include only applicable requirements, if not provided as part of the Contract.
- c. Construction Drawings complete with all 65% comments incorporated. 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 all past design reviews. The drawings shall contain all the details necessary to assure a clear understanding of the work throughout construction.

1.2.1.3 "CLEARED FOR CONSTRUCTION" SUBMITTAL (100%):

The review of this submittal is to insure that the design is in accordance with directions provided the Contractor during the design process. The only effort remaining between the Final Site-Adapt Design Review

Submittal and the "Cleared For Construction" Design Review Submittal is the incorporation of all Government review comments. The Contractor shall submit the following documents for this review:

- a. Design Analysis, only if changes have occurred since 90% Design Submittal. The Design Analysis shall contain all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the Final Drawings and Specifications.
- b. Construction Specifications, complete.
- c. Construction Drawings, complete.

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

1.2.2 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. 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. 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. 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. 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. The Contractor shall track all approved revisions to the reviewed and cleared for construction design and shall incorporate them into the As-Built design documentation, in accordance with Section 01780A, CLOSEOUT SUBMITTALS, Paragraphs 1.1 and 1.2, which lists all requirements associated with submission of editable CADD format As-Built's required as part of this contract. The Designer of Record shall document its professional concurrence on the As-Built's for any revisions by affixing its stamp and seal on the drawings and specifications.

1.2.3 DEVIATIONS AND CHANGES TO THE STANDARD DESIGNS

Contractor shall construct standard building designs as indicated. Any request to deviate or change the standard building designs must be due to changed site conditions ONLY and submitted to the AED Resident Office administering the contract. Contractor shall indicate the changes and provide a narrative justification for the changes proposed.

1.2.4 USE OF DrChecks_{SM} FOR DESIGN SUBMITTAL COMMENT AND RESPONSE

1.2.4.1 DrChecks_{SM} WEB LINK

All AED Design Submittal review comments will be documented using the standard design review tool for the U.S. Army Corps of Engineers, a web-based application called "DrChecks_{SM}". The web link to DrChecks_{SM} is:

<https://www.projnet.org/projnet/binKornHome/index.cfm>

1.2.4.2 DrChecks_{SM} VENDOR IDENTIFICATION AND TUTORIAL

Upon notification of award, the contractor shall immediately coordinate with the Chief, Engineering Branch, AED to acquire a vendor identification and a brief tutorial on the use of DrChecks_{SM}. The contractor is responsible for providing their own DrChecks_{SM} Administrator within their own design staff personnel to access and accomplish actions within DrChecks_{SM}.

1.2.4.3 NOTIFICATION OF DrChecks_{SM} FILE ACCESS

The Afghanistan Engineer District will complete a review at every Design Submittal stage for conformance with the technical requirements of the Contract and document all comments in DrChecks_{SM}. At completion of the review, a notification will be issued to the Contractor by the Contracting Officer's representative that the particular DrChecks_{SM} file will be opened to the Contractor. Until this time, the Contractor is not able to view any AED comments for that particular Design Submittal.

1.2.4.4 FURTHER CONTRACTOR INFORMATION AFTER DrChecks_{SM} REVIEWS

See Paragraph 3.7.4, Government Review, for further procedures and requirements associated with Design Submittal reviews.

1.2.5 CONSTRUCTION SUBMITTALS

1.2.5.1 Contractor Furnished Government Approved Construction Submittals (GA)

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, reports and records/statements. They may also include proposed variations to approved design documents in accordance with the paragraph entitled "VARIATIONS".

In addition, GA construction submittals are required for the following:

a. CIVIL FEATURES

TESTING RESULTS: 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 from the Ministry of Public Health or other certified testing firm.

b. MECHANICAL FEATURES

EQUIPMENT SUBMITTALS: Manufacturer's standard catalog data, installation, Operation and Maintenance (O&M) manuals and construction details for water wells, water tanks, control valves, pipe insulation, water pumps, air handling units, condensers, variable air volume (VAV) boxes.

TESTING RESULTS: For water tanks, water pumps (including instrumentation), water piping, sprinkler systems, and oxygen systems, submit six (6) copies of each test containing the following information in bound letter-size booklets:

- 1) The date the tests were performed.
- 2) A list of equipment used, with calibration certifications.
- 3) A copy of measurements taken.
- 4) The parameters to be verified.
- 5) The condition specified for the parameter.

6) 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 the plans and specifications.

7) A description of adjustments performed.

- c. Individual reports shall be provided for storage tank tests, piping tests, system performance tests, high level alarm test, and the system leak tests. Drawings shall be folded blue lines, with the title block visible.

ELECTRICAL FEATURES

PRODUCT DATA and SHOP DRAWINGS: generators (and its auxiliaries), load bank, transformers, substations, panels/switchboards/motor control centers, lightning protection, receptacles, circuit breakers.

DESIGN DATA: lightning protection and grounding.

TEST DATA: Lightning protection and grounding.

- d. ARCHITECTURAL FEATURES

PRODUCT DATA/CATALOGUE CUTS/SHOP DRAWINGS/SCHEDULES: Specialty doors and frames (fire rated, sound rated, bullet resistant, security, overhead rolling); door hardware; windows; metal roofing (including fasteners, flashing, and accessories); building insulation; fire-rated and water-resistant gypsum board; and other specialty products (bullet resistant glazing/panels).

COLOR BOARD: Architectural finishes

PRODUCT DATA/CATALOGUE CUTS/INSTALLATION INSTRUCTIONS: Exterior Insulation and Finish System (EIFS)

SHOP DRAWINGS: Casework/Cabinetry

1.2.5.2 For Information Only Construction Submittals (FIO)

All submittals not requiring Designer of Record or Government approval will be for information only. These construction submittals shall be checked, stamped, signed and dated by the 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 FIO submittals. These submittals will be used for information purposes. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the 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.

1.2.5.3 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.

1.2.5.4 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.

1.2.5.5 Incomplete Design

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

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 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 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 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 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 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 re-submittal 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 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 Contractor.

1.3.6 Stamps

Stamps shall be used by the Contractor on all design and post design construction submittals to certify that the submittal meets contract requirements and shall be similar to the following:

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.

1.5 UNITS OF MEASUREMENT

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

The metric units used are the International System of Units (SI) developed and maintained by the General Conference on Weights and Measures (CGPM); the name International System of Units and the international abbreviation SI were adopted by the 11th CGPM in 1960.

1.5.1 Drawings

1.5.1.1 Site Layout

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

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

1.5.1.2 Geo-reference

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

1.5.2 Design Calculations

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

1.5.3 Specifications

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

1.6 WITHHOLDING OF PAYMENT FOR SUBMITTALS

1.6.1 Design Submittals

Payment for Design work will not be made in whole or in part until the Government has reviewed and cleared the design for construction.

1.6.2 Construction Submittals

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. In event under separate clause of the contract, the Contractor is allowed partial or total invoice payment for materials shipped from the Continental United States (CONUS), and/or stored at the site, the 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 PROJECT NARRATIVE

The Project Narrative shall be a bound set and shall contain the contract Request For Proposal (RFP) Sections 01010 and 01015 (and any additional RFP sections that are appropriate). The RFP Section 01010 and 01015 shall be the latest version. Any subsequent changes to the RFP shall be clearly marked and highlighted with explanation for the changes. The Project Narrative shall also contain the general description of the project and a discussion of the design approach and design features for the project.

2.3 DESIGN ANALYSIS

2.3.1 Submittal

Only design analyses associated with the “Site Adapt” features of this contract shall be submitted for review. It shall be written in the English language with SI units of measure. 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. Specific requirements for the design analysis, listed by submittal phase, are noted in Paragraph 1.2.1.

2.3.2 Format

Format of design analysis shall closely match the standard format referenced within the RFP.

2.4 DESIGN CALCULATIONS

Only calculations associated with the “Site Adapt” features of this contract shall be submitted for review, unless site conditions mandate changes to drawings and specifications furnished with this Contract. All design calculations shall be presented such that they are easily understood, correlated with RFP requirements (Section 1010 and 1015 criteria; codes; all other applicable or pertinent criteria) and all final conclusions clearly documented and summarized. The Design Submittal must include complete information (Soil Report, percolation test results, concrete design strengths, steel material properties, electrical loads, heat gain/loss assumptions, etc.) necessary to support all design calculations in order to easily and efficiently verify the accuracy of this information and the resulting project components shown in plans and specifications.

2.4.1 Submittal

When design calculations are voluminous, they shall be bound separately from the narrative part of the design analysis. Design calculations will include a title page, table of contents, and be indexed (tabbed) to separate distinct parts of the various analysis and design actions being accomplished to support plan drawings submitted. They shall be presented in a clear, consistent and legible format in order to quickly understand the analysis and design accomplished. Presentation shall be such that a person unfamiliar with the project features and associated analysis and design can quickly understand the overall design process and procedures, review the information in conjunction with the given set of plans and specifications, and verify the suitability of all information submitted.

All design calculations shall explain the source of loading conditions with assumptions and conclusions explained. The analysis and design methods shall also be explained, including assumptions, theories and formulae. Include applicable diagrams that are clearly explained and correlated with related computations, whether computer or hand generated. The design calculations shall include a complete and comprehensive list of the criteria (and date or version of the criteria) that the design/analysis will be compared to (codes, Corps of Engineers Engineering Regulations, Engineering Manuals, etc.). Within the separable elements of design

calculations, the engineer shall cite the specific code or reference paragraph or section as appropriate to indicate conformance to requirements.

At the beginning of each project component design section, present a summary of all load conditions and combinations required per applicable code or Corps of Engineers manual or regulation. Then clearly identify the particular load case governing the design and clearly show how the particular analysis, construction materials to be used, and the specific design meet the governing load combination.

Calculation sheets shall carry the names or initials of the engineer and the checker and the dates of calculations and checking. No portion of the calculations shall be computed and checked by the same person.

2.4.2 Computer Analysis

Provide a clear summary of all computer outputs and highlight in the outputs information used in the analysis and design accomplished elsewhere in the calculations.

If a computerized analysis or design program is used (either commercial software packages or unique, designer-written computer analysis/design tools), the computations shall provide clear reference to the software program and version being used and an explanation of the validity of the particular program to the given application (where has the program been used before, what input and output does the program provide, is the program a recognized Corps of Engineers or industry standard). If the program is proprietary to the Contractor (not recognized by the Corps of Engineers or industry), the Contractor shall provide a sample hand calculation to verify the results of one set of data generated by the computer program.

State exactly the computation performed by the computer. Include applicable diagrams, adequately identified. Provide all necessary explanations of the computer printout format, symbols, and abbreviations. Use adequate and consistent notation. Provide sufficient information to permit manual checks of the results.

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.

When the computer output is large, it shall be divided into volumes at logical division points. All final computer results used in design shall be separated from the total pages of computer output that might be included in the design calculations for ease of review.

2.5 SPECIFICATIONS

Specifications for most work associated with this Contract have been furnished to the Contractor and only portions of them should be submitted for review with the "Site Adapt" portion of the work. If the Contractor determines that work associated with the "Site Adapt" features of this contract require additional specifications, they shall be submitted for review and approval. These additional specifications shall be prepared in accordance with the Construction Specifications Institute (CSI) format to match the format of specifications provided in the Contract.

2.5.1 Use of Unified Facilities Guide Specifications (UFGS)

If additional specifications are deemed necessary by the Contractor, UFGS (Uniform Federal Guide Specifications) are required 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>.

2.5.2 Quality Control and Testing

Any additional specifications deemed necessary by the Contractor shall include required quality control and further indicate all testing to be conducted by the Contractor, its subcontractors, vendors and/or suppliers.

2.5.3 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.

2.5.4 Industry Standards

2.5.4.1 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 (AFCEA), 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 Contractor shall be by specific issue; the revision letter, date or other specific identification shall be included.

2.5.4.2 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 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.

2.6 DRAWINGS

2.6.1 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 A/E/C CADD Standard (Release 3.0). Emphasis is on drawings meeting sheet layout standards, level/layer naming standards and sheet naming conventions. The CADD standards may be downloaded at the CAD/BIM Technology Center at the following link: <https://caddim.usace.army.mil/default.aspx?p=s&t=13&i=4>.

The Contractor shall furnish all softcopy design submittals (and As-Builts) using software applications in either .dwg (AutoCAD, AutoDesk release 2005 or later) or in .dgn (MicroStation, Bentley Systems version 8.0 or later) format. In addition, the Contractor is required to submit the softcopy design submittals in .pdf (Adobe Acrobat) format. Drawings prepared in any convention other than CADD, must have the written approval of the Contracting Officer.

2.6.2 Drawings

Drawings shall be prepared in the English language with metric (SI) units of measure. All the drawings and details of the working drawings shall be adequately labeled and cross-referenced. Complete, thoroughly checked, and coordination with other engineering disciplines design drawings shall be submitted. At the final design submittal (100%) the Contractor shall have incorporated all design review comments generated by previous design review(s), have completed all of the constructability and coordination comments, 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.

2.6.3 Drawing Size Border Sheets

All drawings shall be prepared in size "A1" border sheets (594mm by 841mm). Hardcopy design submissions may be printed on half size drawing sheets ("A3", 279 mm by 420 mm) for purposes of saving paper and for ease of review. If drawings are not readable in the half size reduction, the Contractor shall submit all drawings in A1 border sheets. All final contract drawing sets (As-Builts) shall be submitted on A1 border sheets. Drawing sheets shall be trimmed to specified size if necessary.

2.6.4 Sequence of Design Drawings

Referencing the A/E/C CADD Standard (pg. 13, Table 2-1 of the A/E/C CADD standards) the sequence of drawings shall follow the sequence as shown below:

Discipline

1. General
2. Hazardous Materials
3. Survey/Mapping
4. Geotechnical
5. Civil
6. Landscape
7. Structural
8. Architectural
9. Interiors
10. Equipment
11. Fire Protection
12. Plumbing
13. Process
14. Mechanical
15. Electrical
16. Telecommunications
17. Resource
18. Other Disciplines
19. Sub-Contractor/Shop Drawings
20. Operations

2.6.5 Drawing Folder Structure

CADD files shall be organized in a folder structure to what is described in Paragraph 2.6.4. For multi-building projects a folder of each building type shall be created and the applicable folders shown in each building type folder.

2.6.6 Drawing Sheet Assembly

CADD files shall be organized to what is described in “Option 2 – Use of Design Model Only” (page 10, Figure 2-3 of the A/E/C CADD Standard). This method will utilize one view and the use of “paper space” is not used. The border sheet shall be X-REF into each model file and scaled up to the applicable scale.

2.6.7 Model Files

Model files represent the building’s physical layout and components such as floor plans and elevations. Model files shall be drawn to full size (1:1) in the default view. Floor Plan Model files represent one floor. Model files shall have coordinates (x,y,z) of 0,0,0 in paper space on layout. The exception for model files with coordinates 0,0,0 shall be the civil site plan (see section 1.5.1.2 Georeferencing).

2.6.8 Border Sheet Files

Border sheet files are used to assemble model files for plotting and viewing purposes. Every border sheet file has a drawing area, title block, border and represents one plotted drawing.

2.6.9 Layer/Level names

Layer or level files names shall follow the guidelines of appendix A and B of the A/E/C CADD standards. For AutoCAD, .dwt (drawing template files) shall be used to import the proper layers that will be inclusive of the correct line type, color, and line thickness of the respective layer.

2.6.10 Drawing File Naming Convention

CADD files shall follow the naming convention as described in the A/E/C CADD Standards. For model files reference pg 12 - 16, figure 2-4, tables 2-1 and 2-2. for sheet files reference pg 18 – 22, figure 2-5, table 2-3.

2.6.11 Sheet Identification Block

The sheet identifier will follow the name of the border sheet file. This will consist of the discipline designator, the sheet type designator and the sheet sequence number as referenced in pg 23, figure 2-6 of the A/E/C CADD Standards.

2.6.12 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.

TYPICAL DRAWING SCALES	
DRAWING TYPE	METRIC
SITE PLAN	1:200
	1:400
	1:500
	1:600
	1:700
	1:1000
	1:2000
	1:5000

	1:6000
	1:10000
	1:20000
FLOOR PLAN	1:50
	1:100
	1:200
ROOF PLAN	1:200
EXTERIOR ELEVATIONS	1:100
	1:200
INTERIOR ELEVATIONS	1:50
	1:100
CROSS SECTIONS	1:50
	1:100
	1:200
WALL SECTIONS	1:20
STAIR DETAILS	1:10
DETAILS	1:5

2.6.13 Symbols, Line styles, & Patterns

Approved symbols, line styles, and patterns shall be in accordance with AEC CAD Standard Release 3.0 or current version (see Appendix D of the A/E/C CADD Standards). The approved symbols, line styles, and patterns associated with AutoCAD software maybe downloaded in the following link:
<https://tsc.wes.army.mil/products/standards/aec/aecstdsym.asp>

2.6.14 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 tone plots are only acceptable where the half-tone color setting of RGB (red, green blue) settings equal a value of 153 (see pg. 27, Table 3-4 of the A/E/C CADD Standards). Drawings plotted in color is not acceptable. Manual changes to plotted originals are not acceptable.

2.6.15 Title and Revision Block

Title and revision block shall match examples shown in SITE ADAPT 1335a-Attachments-AED.pdf, Figures 1 through 4, furnished as an attachment to this RFP.

2.6.16 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.

2.6.17 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.

2.6.18 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.

2.6.19 Specifications Placed on the Drawings

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

2.6.20 Revisions

Drawing revisions shall be prepared only on the original CADD files. A revision area is required on all sheets.

2.6.21 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.

2.6.22 Government Provided files

At the Preconstruction meeting, the Contractor shall be provided a CD that shall contain the AED border sheet, the A/E/C CADD standards, and various other files related to the compliancy of CADD files to the A/E/C CADD standards.

PART 3 EXECUTION

3.1 GENERAL

3.1.1 Design Concept Coordination Meeting

Shortly after Notice To Proceed (NTP) the Government or contractor may suggest meeting(s) to review the Design Submittal process or discuss various aspects of the contract to enable prompt and efficient initiation of contract actions. Meeting(s) will be held to assure attention is focused on key project requirements (necessary contractor design and Government review that is required to provide Construction Clearance), to discuss features and items of work that need to be submitted early due to long lead time items, or discuss other concepts/ideas that will help accelerate the contract work. Other Design Coordination meetings may be requested throughout the contract period if Government review of various contractor Design Submittals indicate poor design and plan or specification quality in order to clearly explain the changes and improvements required of the contractor, assure understanding of Government comments, code references and required investigations and calculations, to move forward with acceptable design and satisfactory plans and specifications.

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 REGISTER

3.2.1 Design Submittals

The Contractor shall submit as part of his Project Schedule Design Submittal milestone dates. The Contractor shall post all actual dates of submittal actions (including clearance for construction) as they occur.

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 design and construction submittals shall be shown on this register. The submittal register shall be the controlling document and will be used to control all 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 submit as required to the Contracting Officer. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.5 SCHEDULING

3.5.1 Design Submittals

Adequate time (a minimum of fourteen (14) full calendar days exclusive of mailing time) shall be allowed for AED review and comment in DrChecks_{SM}. This time period starts on the next full day after delivery of the Design Submittal to AED. 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 Construction Submittals

Contractor furnished Government Approved Construction Submittals (GA) for items noted in Paragraph 1.2.5 of this Section, or others as required by the COR, shall be submitted to the Area or Resident Office, per

directions given at the Pre-Construction meeting. Adequate time (a minimum of fourteen (14) full calendar days exclusive of mailing time) shall be allowed for AED review and comment.

3.5.3 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) full 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)

One (1) half-size hard copy and two (2) soft copies (electronic version) of all design submittals (calculations, reports of field tests, design analysis, plans, specifications, etc) 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
Attention: Chief, Engineering Branch

The soft copy (electronic version) and CD case shall both be clearly labeled (hand written information is not acceptable – typed labels are required) with contract information (contract #, title, contractor name, specific design submittal stage including if it is a Resubmittal, date of submission, components of the submittal – design analysis, plans, specifications, and if more than one CD then state 1 of “X”, 2 of “X”, etc., anti-virus information below, etc.)

The Contractor shall scan the soft copy (electronic version) of each Design Submittal using most up-to-date version of recognized Industry-standard anti-virus software (Symantec, Norton, etc.) to insure that no viruses are contained in it prior to acceptance by AED. The label shall indicate it has been scanned for viruses and the anti-virus software and version clearly indicated.

3.6.1.2 Resident/Area Engineer Office

Complete design submittals shall be provided to the Area and/or Resident Engineer Office such that these are received **at the same time** as these submittals are delivered to the AED address in Para. 3.6.1.1. At the Pre-Construction meeting, the Contractor will be furnished the Area and/or Resident Office address to which these submittals shall be provided along with the number and size of hard and soft (electronic version) copies required for these offices. As per Paragraph 3.6.1.1, soft copies are to be properly labeled and checked for viruses by the contractor prior to delivery.

3.6.1.3 Editable CADD Format As-Builts

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. See Section 01780A CLOSEOUT SUBMITTALS, Paragraphs 1.1 and 1.2, for all requirements associated with submission of editable CADD format As-Builts required as part of this contract.

3.6.2 Post Design Construction Submittals

One (1) copy of all post design construction submittals shall be transmitted 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
 Attention: Chief, Engineering Branch

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:

Section 01015	"Technical Requirements"
Section 01335	"Design Submittals"
Section 02831	"Chain-Link Fence"
Section 02710	"Subdrainage System"
Section 03300	"Concrete For Building Construction"
Section 04200	"Masonry"

3.6.3.2 Numbering procedures for transmittal on ENG FORM 4025

Each Specification Section will have various requirements for submittals (design information, product data, test reports, procedures, etc.) to the Government for Approval (GA) or For Information Only (FIO). Items from different Sections cannot be submitted on the same ENG Form 4025. When furnishing one or more items from the same Section at a given time, a single ENG Form 4025 can be used to identify and submit these items. Block "b" of the 4025 entitled "DESCRIPTION OF ITEM SUBMITTED" should provide an accurate and unique description of each item being proposed by the Contractor. Item numbers (block "a" of the 4025 entitled "ITEM NO.") will be automatically generated in QCS for each ENG Form 4025. QCS will track and automatically generate the "ITEM NO." for all following ENG Form 4025s for the same Section number. To illustrate, a transmittal for the 65% Design Submittal required by Section 01335 might have the following Items:

ITEM NO. 1	Topographic Information
ITEM NO. 2	Geotechnical Report
ITEM NO. 3	Foundation Design
ITEM NO. 4	65% Plans
ITEM NO. 5	Outline of Construction Specifications to be used

If this was the first submittal furnished by the Contractor for Section 01335, then a Transmittal Number of 01335-1 would be generated using QCS. As new transmittals are generated in QCS, the last digit of the transmittal is increased incrementally, as follows:

Transmittal No. 01335-2
 Transmittal No. 01335-3
 Transmittal No. 01335-4

and so forth. The first transmittal submitted from each Specification Section will be “-1”, in other words, there will never be a “Transmittal No. 01335-0”.

The above illustration is true for all other Specification Sections included in the Request for Proposal or in the Construction Specifications compiled by the Contractor in the prosecution of work under the RFP.

3.6.3.3 Resubmittals

Should the Contractor be required to resubmit any transmittal due to one or more items on that transmittal being Coded “C” (Cleared for Construction, except as noted in attached comments, Resubmission Required) or “E” (NOT Cleared for Construction, see attached comments, resubmission required) by the Government, QCS will be used to generate the same transmittal number followed by the number “-1” for the first resubmittal, “-2” for the second resubmittal, “-3” for the third resubmittal, etc.

As an example, assume the 65% Design Submittal is provided to the Government as Transmittal 01335-9. Due to omissions or errors in that Submittal which result in a Code “E” being given, then the subsequent 65% Design Resubmittal #1 would be “Transmittal 01335-9.1”. Should a resubmittal again be necessary, it would be Design Resubmittal #2 and would be submitted as “Transmittal 01335-9.2”.

The purpose of this system is to avoid deviations from the Submittal Register and to track submittals in both RMS and DrCheck_{SM}. It should be noted that a new transmittal number following the above system CANNOT be generated in QCS unless the prior transmittal has been given a Code. If the Contractor is having difficulty generating the correct transmittal number, contact the COR to resolve the matter.

The Contractor use the above nomenclature and date of submission to the Government for Plan Cover Sheets; title blocks for all drawings; all Specification Cover Sheets; all specification pages; all Design Analysis Cover Sheets and associated pages; and similar labeling for all other documents included in the submittal.

See the attachment titled “SITE ADAPT 1335a-Attachments-AED.pdf” (Figures 1-4) for required Title Block Required Annotations drawing guidance.

3.6.4 Variations

If design 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 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 Contractor or may be directed by the Contracting Officer as necessary to progress the work. The Contractor shall prepare minutes of all conferences and shall furnish two copies to the Contracting Officer within seven (7) days after the conference.

3.7.2 Independent Design Review

The Contractor shall have someone other than the Designer or Design Team perform an independent technical review of all specifications, drawings, design analysis, calculations, and other required data prior to submission to the Government. This review shall insure the professional quality, technical accuracy, and the coordination of all design analysis, drawings and specifications, and other services furnished under this contract have been accomplished. 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 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. Upon completion of this review, the 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

The Contractor shall thoroughly review each submittal prior to submission to the Contracting Officer to assure it is complete, correct and unified. 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. The Contractor will give evidence of such review of all items in each submittal ENG Form 4025, by annotating Column "g" (titled "For Contractor Use Code") of this Form with the letter "A," meaning the Contractor has reviewed it and is indicating it is "Approved as Submitted". Design submittals submitted to the Contracting Officer without evidence of the above requirements or the Contractor's certified approval will be returned for resubmission. No part of the time lost due to such resubmissions shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.7.4 Government Review

- a. Within 14 days after Notice to Proceed, the Contractor shall submit, for approval, a complete design schedule with all submittals and review times indicated in calendar dates. The Contractor shall update this schedule monthly. After receipt, the Government will be allowed fourteen (14) full days to review and comment on all Design Submittals, except as noted below. This time period starts on the next full day after delivery of the Design Submittal to AED.
- b. If a design submittal is deficient (errors on ENG Form 4025; incorrect drawing title block information; missing or incomplete features required in the submittal; etc.), it will be returned immediately without further review for correction and resubmission. The review time will begin when the corrected submittal is received. The Contractor may be liable for liquidated damages owed to the Government for returned design submittals due to deficiencies.
- c. The contractor shall not begin construction work until the Government has reviewed the Contractor's Design Submittal and 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.
- d. Upon completion of the review the Contractor will be notified by the Contracting Officer Representative that the DrChecks_{SM} file is open for viewing and response to AED comments. The Contracting Officer will indicate whether the Design Submittal, or portions thereof, 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 Contractor.

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

- a. The Contractor shall review each comment, furnish a complete response in DrChecks_{SM} as to how the comment will be addressed in the Design Analysis, Plans and Specifications, or other Design Submittal stipulations required in this Contract. The Contractor will then incorporate each comment into the design submittal along with other work required at the next Design Submittal stage. 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. 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 contract administration process.
- b. 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.
- c. The Contractor is cautioned that if he believes the action required by any comment exceeds the requirements of this contract, he should flag the comment in DrChecks_{SM} as a scope change, and notify the COR in writing immediately.
- d. 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. Submittal date revisions must be made in writing at least five (5) days prior to the submittal.

3.7.4.2 Conferences

As necessary, conferences will be conducted between the Contractor and the Government to resolve review comments.

A review conference may be held at the completion of AED review and subsequent Contractor response for each design submittal. The 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.

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 Contractor shall be responsible for the correction of incomplete design data, omissions, and design discrepancies which become apparent during construction. The 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 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 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. 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.

3.8.2 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 Conduct of Work

3.9.1 Performance

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

3.9.2 Telephone Conversations

Prepare a summary, and promptly furnish a copy thereof to the Contracting Officer, of all telephone conversations relating to the design work under this contract.

3.9.3 Cooperation with Others

Cooperate fully with other firms, consultants and contractors performing work under the program to which this contract pertains, upon being advised by the Contracting Officer that such firms or individuals have a legitimate interest in the program, have need-to-know status, and proper security clearance where required.

3.9.4 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 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 Contractor will be required to conform his design to the same at his own time and expense.

3.9.5 Conflicts

Any conflicts, ambiguities, questions or problems encountered by the Contractor in following the criteria shall be immediately submitted in writing to the Contracting Officer with the Contractor's recommendations. Prior to submission to the Government the Contractor shall take appropriate measures to obtain clarification of design criteria requirements, to acquire all pertinent design information, and to incorporate such information in the work being performed.

3.9.6 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.

3.9.6.1 Construction Life Span

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.

3.9.6.2 Operability

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

3.9.6.3 Standardization

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

3.9.6.4 Topographic Surveys, Easements, and Utilities

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

3.9.6.5 Horizontal and Vertical Control

The mapping shall be based on the base coordinate system. If the base system cannot be found, the surveyor shall use any established monuments. If monuments have been destroyed or do not exist, an assumed horizontal and vertical datum shall be established, using arbitrary coordinates of 10,000n and 10,000e and an

elevation of 1,000 meters. The horizontal and vertical control established on site shall be a closed loop with third order accuracy and procedures. Provide three (3) concrete survey monuments at the survey site. All of the control points established at the site shall be plotted at the appropriate coordinate point and shall be identified by name or number, and adjusted elevations. The location of the project site, as determined by the surveyor shall be submitted in writing to the Contracting Officer. The site location shall be identified by temporary markers, approved by the Contracting Officer before proceeding with the surveying work.

3.9.6.6 Topography Requirements

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

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

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

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

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

3.9.7 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.

3.9.8 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 AED.

3.9.8.1 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.

3.9.8.2 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.

3.10 VALUE METHODOLOGY/VALUE ENGINEERING

The 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.

3.10.1 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 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 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.

3.10.2 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 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.

3.11 ATTACHMENTS

The following attachments form an integral part of this specification:

ENG FORM 4025-R, Mar 95 - Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificate of Compliance (2 pages)

ENG FORM 4288-R, Mar 95 - Submittal Register

Figure 1 – AED Title Block

Figure 2 – AED Management Block

Figure 3 – AED Issue Block & Required Notations

Figure 4 – Border Sheet Size

-- End of Section -

SECTION 01415

METRIC MEASUREMENTS

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to 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 the 11th CGPM in 1960. A number of circumstances require that both metric SI units and English inch-pound (I-P) units be included in a section of the specifications. When both metric and I-P measurements are included, the section may contain measurements for products that are manufactured to I-P dimensions and then expressed in mathematically converted metric value (soft metric) or, it may contain measurements for products that are manufactured to an industry recognized rounded metric (hard metric) dimensions but are allowed to be substituted by I-P products to comply with the law. Dual measurements are also included to indicate industry and/or Government standards, test values or other controlling factors, such as the code requirements where I-P values are needed for clarity or to trace back to the referenced standards, test values or codes.

1.3 USE OF MEASUREMENTS 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

- a. A soft metric measurement is indicated by an SI value which is a mathematical conversion of the I-P value shown in parentheses (e.g. 38.1 mm (1-1/2 inches)). Soft metric measurements are used for measurements pertaining to products, test values, and other situations where the I-P units are the standard for manufacture, verification, or other controlling factor. The I-P value shall govern while the metric measurement is provided for information.
- b. A soft metric measurement is also indicated for products that are manufactured in industry designated metric dimensions but are required by law to allow substitute I-P products. These measurements are indicated by a manufacturing hard metric product dimension followed by the substitute I-P equivalent value in parentheses (e.g., 190 x 190 x 390 mm (7-5/8 x 7-5/8 x 15-5/8inches)).

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 --

SECTION 01451

SPECIFICATION SECTION 01451

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 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clauses and this specification section. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 CQM TRAINING REQUIREMENT

Before project design and construction begin, the Contractor's Quality Control Manager is required to have completed the U.S. Army Corps of Engineers CQM course, or equivalent. The Construction Trades Training Center (CTTC) in Jalalabad, Afghanistan provides a course that satisfies the requirement. Courses are offered at regular intervals. For enrollment and course information contact CTTC at the following:

Mhd. Haris
e-mail: mharis@afghanreconstruction.org
Telephone: 0700 08 0602

Pervaiz
e-mail: adpzmuj@yahoo.com
Telephone: 0700 61 3133

3.3 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. Example checklists 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 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.

3.4.4 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 --

SECTION 01525

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(2008) Safety	Safety and Health Requirements
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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.

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 1 year safety work on similar projects; 30-hour OSHA construction safety class or equivalent within the last 3 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.

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-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

3.1.4 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.2 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

3.2.1 Training

The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. A competent person for fall protection shall provide the training. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

3.2.2 Fall Protection Equipment and Systems

The Contractor shall enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Employees shall be protected from fall hazards as specified in EM 385-1-1, section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.H. and 05.I. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with USACE EM 385-1-1 and host nation requirements, whichever is more stringent.

3.2.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1 or European Union equivalent. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m (6 feet). The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

3.2.3 Fall Protection for Roofing Work

Fall protection controls shall be implemented based on the type of roof being constructed and work being performed. The roof area to be accessed shall be evaluated for its structural integrity including weight-bearing capabilities for the projected loading.

a. Low Sloped Roofs:

- (1) For work within 1.8 m (6 feet) of an edge, on low-slope roofs, personnel shall be protected from falling by use of personal fall arrest systems, guardrails, or safety nets. A safety monitoring system is not adequate fall protection and is not authorized.
- (2) For work greater than 1.8 m (6 feet) from an edge, warning lines shall be erected and installed in accordance with USACE EM 385-1-1.

b. Steep-Sloped Roofs: Work on steep-sloped roofs requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also includes residential or housing type construction.

3.2.4 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be certified (or re-certified) by a qualified person for fall protection in accordance with ANSI Z359.1 or European Union equivalent. Existing horizontal lifeline anchorages shall be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

3.2.5 Horizontal Lifelines

Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person for fall protection as part of a complete fall arrest system which maintains a safety factor of 2.

3.2.6 Guardrails and Safety Nets

Guardrails and safety nets shall be designed, installed and used in accordance with EM 385-1-1 or Host Nation requirements, whichever is more stringent.

3.2.7 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.3 SCAFFOLDING

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Access to scaffold platforms greater than 6 m in height shall be accessed by use of a scaffold stair system. Vertical ladders commonly provided by scaffold system manufacturers shall not be used for accessing scaffold platforms greater than 6 m in height. The use of an adequate gate is required. Contractor shall ensure that employees are qualified to perform scaffold erection and dismantling. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material is prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Work platforms shall be placed on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet. Delineate fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

3.4 EQUIPMENT

3.4.1 Material Handling Equipment

- a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
- b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.

- c. Operators of forklifts or power industrial trucks shall be trained/licensed in accordance with Host Nation requirements.

3.4.2 Weight Handling Equipment

- a. Cranes and derricks shall be equipped as specified in EM-385-1-1 section 16.
- b. The Contractor shall notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.
- c. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person. All testing shall be performed in accordance with the manufacturer's recommended procedures.
- d. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.
- e. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11.
- f. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves to the satisfaction of the Contracting Officer that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.
- g. Portable fire extinguishers shall be inspected, maintained, and recharged.
- h. All employees shall be kept clear of loads about to be lifted and of suspended loads.
- i. The Contractor shall use cribbing when performing lifts on outriggers.
- j. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
- k. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.
- l. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.
- m. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.
- n. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).
- o. Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. Prior to conducting lifting operations the contractor shall set a maximum wind speed at which a crane can be safely operated based on the equipment being used, the load being lifted, experience of operators and riggers, and hazards on the work site. This maximum wind speed determination shall be included as part of the activity hazard analysis plan for that operation.

3.5 EXCAVATIONS

The competent person for excavations performed as a result of contract work shall be on-site when excavation work is being performed, and shall inspect, and document the excavations daily prior to entry by workers. The competent person must evaluate all hazards, including atmospheric, that may be associated with the work, and shall have the resources necessary to correct hazards promptly.

3.5.1 Utility Locations

Prior to any excavation, all underground utilities in the work area must be positively identified by the contractor utilizing a) a private utility locating service in addition to any station locating service, and/or b) a metal and/or cable-detecting device along the route of the excavation. All underground utilities discovered will be flagged a distance of one-half (1/2) meter on each side of the location, and any markings made during the utility investigation must be maintained throughout the contract.

Damage occurring to existing utilities, when the above procedures are not followed, will be repaired at the Contractor's expense.

3.5.2 Utility Location Verification

The Contractor must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. Digging within 0.61 m (2 feet) of a known utility must not be performed by means of mechanical equipment; hand digging shall be used. If construction is parallel to an existing utility the utility shall be exposed by hand digging every 30.5 m (100 feet) if parallel within 1.5 m (5 feet) of the excavation.

3.5.3 Shoring Systems

Trench and shoring systems must be identified in the accepted safety plan and AHA. Manufacturer 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

3.10.1 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.

End of Section

SECTION 01770

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 01780A CLOSEOUT SUBMITTALS

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:
 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 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 --

SECTION 01780A

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 local language of Afghanistan shall be added to project As-Built drawings. The final CADD as-built drawings shall consist of **2 sets** of electronic CADD drawing files in the specified format, and **2 half-size and 1 full-size paper copy** of the approved 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

a. 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:

b. 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.

c. The location and dimensions of any changes within the building structure.

- d. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
- e. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- f. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.
- g. Changes or modifications which result from the final inspection.
- h. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.
- i. 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.
- j. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.
- k. 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

a. 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 2007 or Microstation V8 format compatible with a 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.

b. Prior to submittal of the first design submittal involving CADD drawings, the Contractor shall prepare one typical CADD drawing for the project and furnish, via ENG Form 4025, the electronic CADD drawing file for review and approval by the Contracting Officer. All Government comments involving changes to this single drawing shall be accomplished and resubmittal(s) made until the Government is satisfied that all CADD Standards are being followed and all subsequent drawings will also be in compliance with these Standards.

c. 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.

d. 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.

e. 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.

f. 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 full size paper copy prints of these drawings for Government review, comparison with approved red-line marked up drawings, and approval. The Government will promptly return one set of prints annotated with any necessary corrections to the CADD file(s) if corrections are required prior to approval. Within 20 days 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 full size paper 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 CADD system. Upon approval by the Government of the final as-built drawing package for the entire project, the Contractor shall provide the number of as-built copies noted in Paragraph 1.1 of this Section.

g. 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		Where Used
			and Size	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 in applicable technical specification sections.

1.5 OPERATION AND MAINTENANCE MANUALS

Three (3) copies of all Operation and Maintenance (O&M) manuals shall be submitted 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: Chief, Engineering Branch

or

(2) U.S. Postal Service:
U.S. Army Corps of Engineers
Afghanistan Engineer District (CEAED-EC)
Attn.: Chief, Engineering Division
APO AE 09356

Operation manuals and maintenance manuals shall be provided in a common volume, complete, clearly

differentiated and 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 -

SECTION 01781

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":

- a. A table showing recommended lubricants for specific temperature ranges and applications.
- b. Charts with a schematic diagram of the equipment showing lubrication points, recommended types and grades of lubricants, and capacities.
- c. 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 --

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <small>(Read instructions on the reverse side prior to initiating this form)</small>	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: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____
SPECIFICATION SEC. NO. <small>(Cover only one section with each transmittal)</small>	PROJECT TITLE AND LOCATION		CHECK ONE: THIS TRANSMITTAL IS FOR <input type="checkbox"/> FIO <input type="checkbox"/> GOV'T. APPROVAL

ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <small>(Type size, model number/etc.)</small>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <small>(See instruction no. 8)</small>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION <small>(See instruction No. 6)</small>	FOR CE USE CODE
				SPEC. PARA. NO. <small>e.</small>	DRAWING SHEET NO. <small>f.</small>			
<i>a.</i>	<i>b.</i>	<i>c.</i>	<i>d.</i>	<i>e.</i>	<i>f.</i>	<i>g.</i>	<i>h.</i>	<i>i.</i>

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 <small>(List by Item No.)</small>	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)

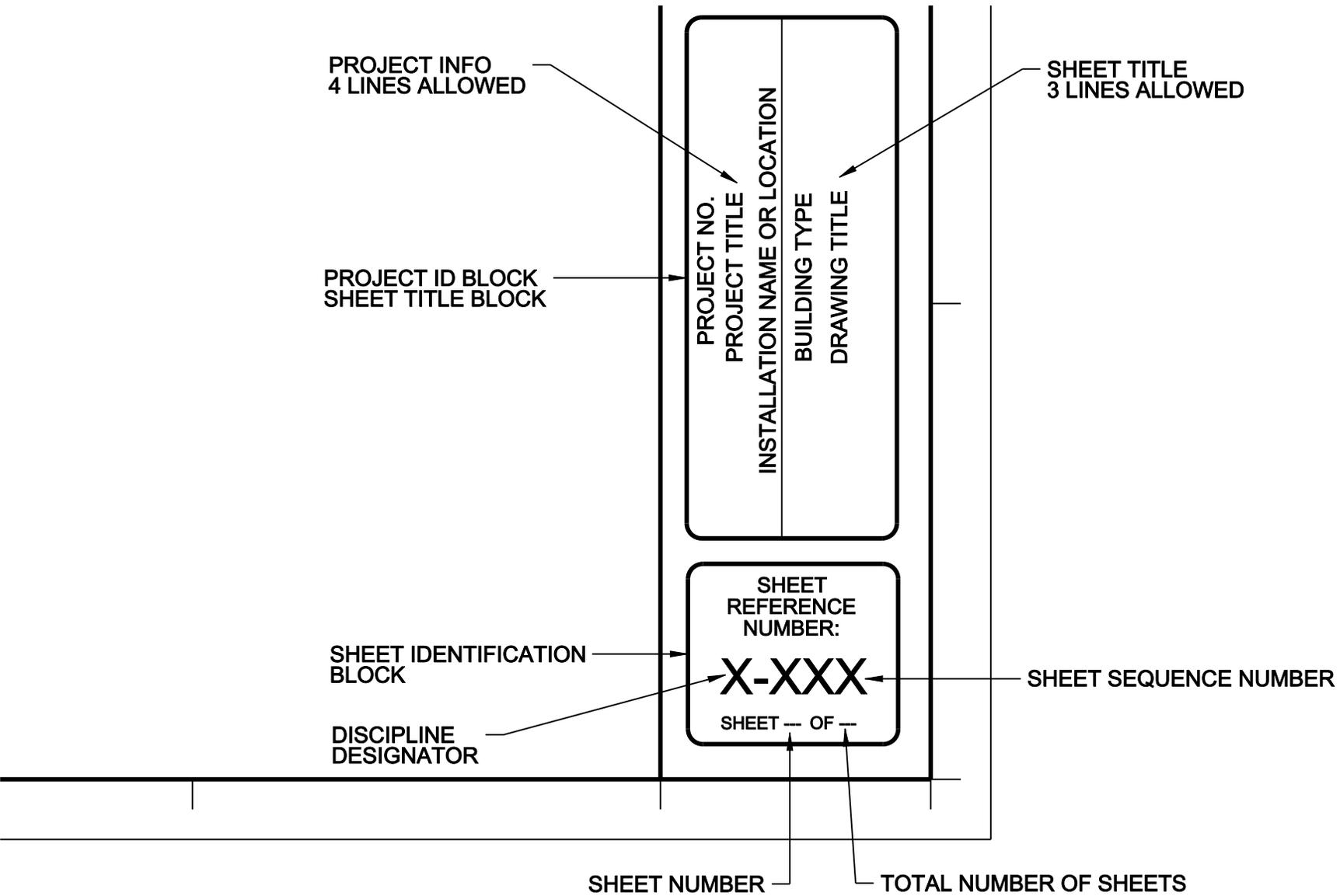


FIGURE 1 - AED TITLE BLOCK

MANAGEMENT BLOCK

U.S. ARMY ENGINEER DISTRICT, AFGHANISTAN CORPS OF ENGINEERS APO AE 96338		DESIGNED BY: _____		DATE: _____	REV. _____
		DWN BY: _____	CKD BY: _____	DESIGN FILE NO. _____	
		REVIEWED BY: _____		DRAWING CODE: _____	
		SUBMITTED BY: _____		FILE NAME: _____	
				PLOT SCALE: _____	PLOT DATE: xx-xx-xx

AE DESIGN FIRM
COMPANY LOGO
COMPANY INFORMATION

FIGURE 2 - AED MANAGEMENT BLOCK

H

DESIGNER IDENTIFICATION
BLOCK (DO NOT ALTER)



ISSUE BLOCK

SYMBOL	DESCRIPTION	DATE	APPR.	SYMBOL	DESCRIPTION	DATE	APPR.
	AS-BUILT SUBMITTAL	DATE					
	100% DESIGN SUBMITTAL	DATE					
	99% DESIGN RESUBMITTAL	DATE					
	99% DESIGN SUBMITTAL	DATE		A	REVISED AS-BUILT		
	65% DESIGN RESUBMITTAL	DATE		A	MOD P0003		
	65% DESIGN SUBMITTAL	DATE		A	MOD P0002		
	35% DESIGN SUBMITTAL	DATE		A	AMENDMENT P0001		
	DESCRIPTION	1 AUG 07					

FIGURE 3 - AED ISSUE BLOCK
& REQUIRED NOTATIONS

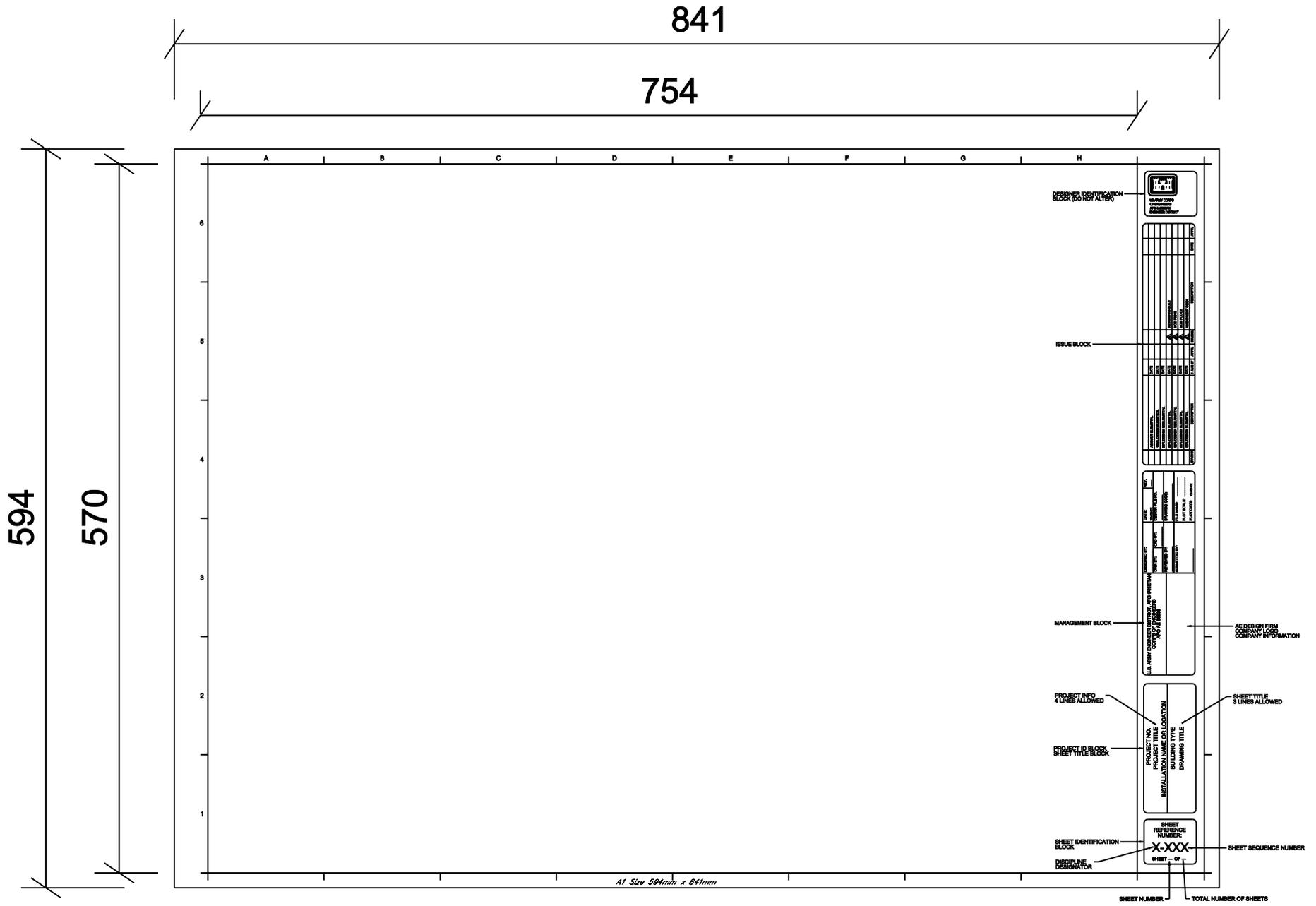


FIGURE 4 - BORDER SHEET SIZE