US Army Corps of Engineers
Afghanistan Engineer District

ANA CORPS SUPPORT BATTALION (CSB)
CAMP SHAHEEN

Mazar-e-Sharif, Afghanistan
Solicitation: W917PM-09-R-0070

Design/Build
Project Specifications
And Drawings

Proposal Requirements, Contract Forms,
Conditions of the Contract

21 MAY 2009

THIS IS A SINGLE-PHASE REQUEST FOR PROPOSAL

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SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. W917PM-09-R-0070	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED *(RFP)*	3. DATE ISSUED 21-May-2009	PAGE OF PAGES 1 OF 370

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

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

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

9. FOR INFORMATION CALL:	A. NAME RICHARD J PECORARO	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*

SOLICITATION

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

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

Design and Construction of an ANA Corps Support (CSB) Battalion Compound at ANA Garrison at Camp Shaheen, Mazar-e-Sharif, Afghanistan. The contractor shall perform work to consist of topographic survey, installation master planning, design and construction of a Corps Support Battalion with various buildings, facilities and infrastructure for hosting 700 soldiers and master planning the compound for future expansion up to 1400 total soldiers. Examples of some of the facilities that will be part of the scope but not limited to : barracks for 700 personnel, battalion headquarters building, dining facilities with seating for 500-1000, laundry facility, gym facility, large capacity vehicle maintenance facilities & appropriate storage/warehouse facilities' plus fuel storage and fuel distribution capacity, gravel parking for 1000 logistic vehicles, medical clinic, vehicle wash racks, small arms storage, armory security building, and entry control point facilities.

The applicable NAICS code for this procurement is 236220. The magnitude of this requirement in terms of price is between $25,000,000.00 and $100,000,000.00.

The Point of Contact for this acquisition is Mr. Richard J. Pecoraro: email – richard.j.pecoraro@usace.army.mil

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

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 04:00 PM *(hour)* local time 21Jun 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, [X] is not required.

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

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

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31A. NAME OF CONTRACTING OFFICER *(Type or print)* TEL: EMAIL:
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY
		31C. AWARD DATE

SECTION 00010 - SOLICITATION CONTRACT FORM

SECTION 00010 PROPOSAL SCHEDULE

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

BASE BID ITEMS					
CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**TOTAL**
0001	**DESIGN PROGRAM**				
0001AA	SITE SURVEY / MASTER PLANNING A & E DESIGN	1	LS	XXXX	$
0001AB	AS-BUILT DRAWINGS	1	LS	XXXX	$_____ _ **NTE $20,000.00**
SUBTOTAL DESIGN PROGRAM: (INCLUDE NTE AMOUNT)					$
0002	**SITE DEVELOPMENTS & IMPROVEMENTS**				
0002AA	MOBILIZATION, DEMOBILIZATION, FIELD OFFICE, AND GENERAL SITE WORK	1	LS	XXXX	$
0002AB	SECURITY MEASURES	1	LS	XXXX	$
0002AC	POTABLE WATER SUPPLY SYSTEM	1	LS	XXXX	$
0002AD	SANITARY SEWER AND TREATMENT SYSTEM	1	LS	XXXX	$
0002AE	SITE ELECTRICAL DISTRIBUTION SYSTEM	1	LS	XXXX	$
0002AF	PRIMARY ECP	1	LS	XXXX	$
0002AG	ACCESS ROAD TO THE CAMP**(GRAVELS FINISH)**	1	LS	XXXX	

					$
0002AH	CAMP INTERIOR ROADS **(PAVED ROADS)** AND WALKWAYS **(CONCRETE WALKWAYS)**	1	LS	XXXX	$
0002AJ	TRASH COLLECTION POINTS	7	EA	$	$
SUB-TOTAL SITE DEVELOPMENTS / IMPROVEMENTS:					$
CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**TOTAL**
0003	**BUILDINGS & BUILDING COMPLEXES:**				
0003AA	BOQ BARRACKS	3	EA	$	$
0003AB	ENLISTED OPEN BAY BARRACKS	6	EA	$	$
0003AC	DINING FACILITY W/ STORAGE YARD	1	EA	$	$
0003AD	BATTALION HQS BUILDINGS	1	EA	$	$
0003AE	TOILET/SHOWER/ABLUTION/LAUNDRY FACILITY	1	EA	$	$
0003AF	VEHICLE REFUELING POINT	1	EA	$	$
0003AG	MOTOR POOL GRAVEL PARKING	1	LS	XXXX	$
0003AH	CSB VEHICLE MAINTENANCE. BUILDING **- (9 DOUBLE BAYS)**	1	EA	$	$
0003AJ	COMMUNICATION BUILDING	1	EA	$	$
0003AK	POL STORAGE	1	EA	$	$
0003AL	GENERAL WAREHOUSE STORAGE	1	EA	$	$
0003AM	ARMS STORAGE BUILDING	1	EA	$	$
0003AN	VEHICLE WASH RACK	1	EA		

				$	$
0003AP	NON-ORGANIC VEHICLE MAINTENANCE - (9 DOUBLE BAYS)	2	EA	$	$
0003AQ	BUNKERS	8	EA	$	$
0003AR	GSE COMM. AND ARMAMENT MAINT	1	EA	$	$
0003AT	SECURITY ADMINISTRATION BUILDING	1	EA	$	$
SUB-TOTAL BUILDINGS & BUILDING COMPLEXES:					$
0004	DBA INSURANCE	1	LS	XXXX	$
TOTAL BASE BID ITEMS: (INCLUDING NTE AMOUNT) CLINS 0001, 0002. 0003, 0004 (ALL SUB-CLINS)					$
OPTIONAL BID ITEMS					
0005					
0005AA	MWR GYM AND OUTSIDE VOLLEYBALL	1	EA	$	$
0005AB	PERIMETER WALL	1	LS	XXXX	$
0005AC	NON-ORGANIC VEHICLE MAINT - (9 DOUBLE BAYS)	1	EA	$	$
0005AD	ADDITIONAL GENERAL WAREHOUSE	1	EA	$	$
0005AE	GUARD TOWERS	1	EA	$	$
0005AF	PAVE ACCESS ROAD TO THE CAMP	1	LS	XXXX	$
0005AG	WATER WELL AND WELL HOUSE	1	EA	$	$
TOTAL ALL OPTIONAL BID ITEMS:					$

TOTAL PROPOSAL: (TOTAL OF ALL ABOVE COSTS – BASE AND ALL OPTIONS INCLUDING NTE)	$

PROPOSAL SCHEDULE NOTES

1. Offeror shall submit prices on all items. Scope of work on each items are described in Section 01010.

2. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a lump sum contract. This Proposal Schedule is an accounting tool for allocating funds to applicable budget.

3. Costs associated with this project shall include design and construction costs, site development, and utility installation.

4. DESIGN COSTS DEFINITION: Design costs shall consist of design analysis, drawings, and specifications of all facilities.

5. COST LIMITATION: The established design cost limitation for all Design Costs, as defined in paragraph 4, shall not exceed 6 percent of the total construction cost.

6. The government has the right to reduce the number of units in a bid item or choose to delete a base bit item entirely if necessary after the proposals are received.

7. EVALUATION OF OPTIONS: The award will be made to the offeror whose proposal represents the best overall value to the Government. For pricing purposes the Government will evaluate both the Base Proposals and Option Proposals. The Government is not obligated to exercise the options.

8. EXERCISE OF OPTIONAL BID ITEMS: Optional bid items (if any) 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.

9. ORDER of WORK: The following order of work shall apply before start of optional bid items:
All base bid contract line items have priority.

-END OF SECTION-

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

SECTION 00100 CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

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

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

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

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

(i) Company legal business name.

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

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(End of provision)

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

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

(End of provision)

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

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

(End of provision)

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

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:
(1) Obviously misplaced decimal points will be corrected;
(2) Discrepancy between unit price and extended price, the unit price will govern;
(3) Apparent errors in extension of unit prices will be corrected;
(4) Apparent errors in addition of lump-sum and extended prices will be corrected.
(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

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

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

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

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

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

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

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

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

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii)

showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

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

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

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

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

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

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

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

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

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price – Design Build Constuction contract resulting from this solicitation.

(End of provision)

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)

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:

Goals for minority participation for each trade	Goals for female participation for each trade
Please contact the Office of Federal Contract Compliance Programs as appropriate.	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)

52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be

delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of provision)

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

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

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

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

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

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

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

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

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

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

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

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

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

(End of clause)

52.233-2 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 U,S. 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) A site visit will take place on 07 June 2009.

(End of provision)

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

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

(End of provision)

52.252-1 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(s):

http://www.arnet.gov/far/

http://farsite.hill.af.mil

(End of provision)

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

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

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

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

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

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

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

(End of provision)

SECTION 00110 PROPOSAL PREPARATION

1. INQUIRIES
Perspective offerors should submit inquiries related to this solicitation in writing no later than **15 June 2009**:

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: Richard Pecoraro
Kabul, Afghanistan

E-MAIL ADDRESS: richard.j.pecoraro@usace.army.mil

Please include the solicitation number, and project title with your questions.

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 Number: **W917PM-08-R-0070**
Offer Closing Date: **21June 2009**
Offer Closing Time: **16:00 (4:00 PM, Kabul Time)**

ADDRESS PACKAGES TO:
U.S. Army Corps of Engineers (USACE)
Afghanistan Engineer District (AED)
Qalaa House, Attention: richard.j.pecoraro@usace.army.mil

Kabul, Afghanistan

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

3. PREPROPOSAL CONFERENCE / SITE VISIT
The Pre-proposal Conference shall be held at the Corp of Engineers Afghanistan District Headquarter in Kabul at the Qalaa House Compound on **02 June 2009 at 1000 hours (10 am)**. Contractors are encouraged to arrive 1- 1 ½ hours early due to the security screening requirements. Contractors must send an email to richard.j.pecoraro@usace.army.mil to reserve a seat at the conference. The first 100 persons applying for seats will have priority. After you register by email you will be sent an invitation you are to bring to the conference for admission. There will be an official tentative **Site Visit** scheduled for Sunday **07 June 2009 at 14:00 hours (2:00 pm)**. Contractors must notify and coordinate with the USACE Resident Engineer Office at Camp Shaheen, Mazar-

e-Sharif **no later than 03 June 2009,** if they are interested in attending the Site Visit. The point of contact for the site visit is: David Eagle David.A.Eagle@usace.army.mil.

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.

A CD with drawings will be available at the pre-proposal conference. Please bring a CD holder. CD's will remain available at the Qalaa House main gate until the Proposal Due date.

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 AND EMAIL OFFERS / AMENDMENT ACKNOWLEDGEMENTS

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

B. Acknowledgements of Solicitation Amendments are not allowed by email or facsimile, all Solicitation Amendments shall be acknowledged by hard copy.

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. 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. <u>SPECIFIC INSTRUCTIONS FOR THE PRICE PROPOSAL</u>

(1) Number of Sets of the Price Proposal. Submit the **ORIGINAL** and **ONE** additional hard copy set 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. Note: If the Offeror is not required to submit any information under a listed Tab in accordance with the instructions below, that tab can be omitted. However, do not renumber the subsequent tabs.

TAB	CONTENTS OF THE PRICE PROPOSAL
#1	The Proposal Cover Sheet
#2	The SF1442 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, Pricing Schedule is to be completed in its entirety by all Offerors. See Section 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 (1) ORIGINAL and (2) 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	PROJECT MANAGEMENT and SECURITY PLAN
Factor #3	RESOURCES: Key Personnel and Capacity
Factor #4	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 1 Experience Form and 5 pages of representative design information per project. Maximum 10 projects.
- Factor #2, Project Management Plan – Limited to 6 pages total, not including organizational charts
- Factor #3, Resources – Limited to 1 page for each resume/Individual provided and three pages for capacity.
- Factor #4, Past Performance – No page limitation

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 team, including sub-contractors, on projects same/similar to that described in the solicitation. The projects submitted must have been performed by the offeror and/or same team member(s) who will be providing similar services under the prospective contract.

The Contractor shall complete a minimum of five (5), but no more than ten (10), "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 well underway (designed and at least 50% construction progress completed) or completed with the last (5) five years within US DOD's Centcom or Africom area of authority including: Afghanistan, Tajikistan, Iraq, Pakistan etc.. At least one (1) of the projects provided must be valued at over $10 million US. For each project that included design, the offer may also submit up to 5 pages of information representative of the design efforts of the project. **If the Offeror was the subcontractor on a project listed, the Offeror must provide the description of work performed and dollar amount of work performed by the Offeror as the subcontractor.**

(ii) **TAB 2: FACTOR 2 - PROJECT MANAGEMENT and SECURITY PLAN**

Provide a narrative that addresses the offeror's project management and security plan. The plan must address the following elements, as a minimum:

- Procedures used to manage the project, to include project management, quality control, safety, and security plan.
- How the contractor plans to meet major design and construction project milestones in the specifications that reflects completion of all work within the period of contract performance.
- Provide a narrative response that addresses timely delivery and receipt of equipment and materials at the job site which coincides with the major construction project milestones and provides for protection of equipment and materials to and from an isolated project site in a hostile environment.
- Management of concurrent work on multiple job sites if it is applicable to this project.

- The offeror shall include an organizational chart depicting lines of authority and responsibility for all personnel/entities on the project, including subcontractors, from the lowest level to the corporate level. The organizational chart shall clearly indicate which entity has overall authority for the contract and identify by name and title the single Point of Contact to the Government for all project-related matters.

(iii) **TAB 3: FACTOR 3 - RESOURCES**

SubFactor 1: **Key Personnel** - The offeror must provide resume data for the following key personnel:

1. Project Manager – Design
2. Project Manager - Construction
3. Safety Officer*
4. Quality Control Manager*
5. Architect
6. Senior Civil Engineer
7. Senior Electrical Engineer
8. Senior Mechanical Engineer
9. Senior Structural Engineer
10. Construction Superintendent*

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 their field.

* These positions may have a degree in another field but have documented experience in their designated positions of at least 5 years. Certifications in these fields are strongly desired.

Resume information to be provided for personnel identified above 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

The Government will evaluate the adequacy of the Offeror's resources to successfully complete the project in accordance with the requirements outlined in Section 00110.

SubFactor 2: **Capacity** - The contractor shall submit a list of ALL current ongoing contracts or projects. The list shall include the contract number, contract amount, original contract completion date, current official contract completion date and the current progress. The contractor shall identify the key personnel assigned to each of those projects. See above subfactor. For the titles of the Key personnel that should be identified. The contractor shall provide a narrative that explains how award of this contract will affect current contracts or projects and how the current contracts or projects will affect this contract if it is awarded to the contractor. The contractor shall provide a narrative that explains their capability and plan to implement an additional project and resources available to them without adversely affecting current contracts or projects.

(iv) **TAB 4: FACTOR 4 - PAST PERFORMANCE**

For the projects listed under Factor 1 – Experience provide: letters of recommendations, performance evaluations, letters of appreciation, commendations, awards or certificates of appreciation:

(The following projects are to be the same projects submitted under Factor 1 Experience.)

1. Project Name & Location:
2. Customer Point of Contact: (Note: the Government may contact this customer to verify the

information provided on this form)

Name:
Address:
Phone number:
Email Address:

3. Problems encountered and corrective actions taken:
4. List Change Orders and their circumstances:
5. Project scheduled Completion date Actual Completion date:

IF the above dates are different, explain reason for the change:

6. Initial Project Budget (US Dollars)
Final Actual Project cost (US Dollars)

IF the above dates are different, explain reason for the change:

7. Safety record and accident reports:
8. References: Submit the following, Customer Satisfaction letters, Letters of Appreciation, Performance Evaluations, Certification of Achievements, Letters of Recommendations. (Note: A neutral rating will be assigned IF no past performance is submitted) ATTACHMENT-B4 (CONTRACTOR PERSONNEL'S EXPERIENCE & QUALIFICATION)

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 and any other past performance information the Government deems necessary to evaluate a contractor's past performance. Firms without a history of past performance will be given a neutral rating.

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 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.

8. SOURCE SELECTION USING THE BEST VALUE PROCESS. The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between cost/price and technical ("non-cost") factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation. See Section 00120.

For the award decision, all evaluation factors other than cost or price, when combined, are approximately equal to the price. All non price factors will be treated equally and all non price subfactors will be treated equally. The Government is concerned with striking the most advantageous balance between technical merit ("quality") and price to the Government (i.e., the price). The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor.

(END OF SECTION)

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: Active 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 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 BEST VALUE PROCESS

The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between cost/price and technical ("non-cost") factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation.

3. RELATIVE IMPORTANCE OF PRICE TO THE TECHNICAL EVALUATION FACTORS

All evaluation factors other than cost or price, when combined, are approximately equal to price. All non price factors will be treated equally and all non price subfactors will be treated equally. The Government is concerned with striking the **most advantageous balance between technical merit ("quality") and price to the Government** (i.e., the price). The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor.

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 Offeror's Technical Proposal. Additionally, all offers will be analyzed for unbalanced pricing.

b. The price will be used along with the technical evaluation to make selection for award. Since evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, or incomplete price proposal information. The Government will evaluate the format and clarity of the price proposal.

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 evaluate the relevant work experience of the offeror and their proposed team, including subcontractors, on projects same/similar to that described in this solicitation. The Contractor shall complete a

minimum of five (5), but no more than ten (10), "Experience Information" forms, attached at the end of this section, in response to this factor.
All projects submitted must have been well underway (designed and at least 50% construction progress completed) or completed with the last (5) five years within US DOD's Centcom or Africom area of authority including: Afghanistan, Tajikistan, Iraq, Pakistan etc. All blocks must be filled in and all data should be accurate, current, and complete. Of the projects submitted, at least one (1) must be valued at over $10 Million US. Offerors with experience on same/similar relevant projects (type of services, similar dollar value, complexity, USACE design / construction requirements, and applicable quality standards) will receive a higher rating than those with dissimilar or non-relevant projects. **If the Offeror was the subcontractor on a project listed, the Offeror must provide the description of work performed and dollar amount of work performed by the Offeror.**

b. **FACTOR 2, PROJECT MANAGEMENT AND SAFETY PLAN:**

Responses to this factor will be evaluated for:

- The offeror's ability manage the project, to include project management, control quality, safety, and security plan that address the requirements of this project.

- How the contractor plans to meet major design and construction project milestones in the specifications that reflects completion of all work within the period of contract performance.

- If the offeror has a sound plan addressing timely delivery and receipt of equipment and materials at the job site which coincides with the major construction project milestones, and which provides for protection of equipment and materials to and from an isolated project site in a hostile environment.

- The offeror's ability to manage of concurrent work on multiple job sites if it is appliciable to this project.

- The offeror shall include an organizational chart depicting lines of authority and responsibility for all personnel/entities on the project, including subcontractors, from the lowest level to the corporate level. The organizational chart shall clearly indicate which entity has overall authority for the contract and identify by name and title the single Point of Contact to the Government for all project-related matters.

In addition, the organizational chart will be evaluated for a clear depiction of the lines of authority and responsibility for all personnel/entities on the project, including subcontractors, from the lowest level to the corporate level. The organizational chart shall clearly indicate which entity has overall authority for the contract and identify by name and title the single Point of Contact to the Government for all project-related matters.

c. **FACTOR 3: RESOURCES:**
The Government will evaluate the adequacy of the Offeror's resources to successfully complete the project in accordance with the requirements outlined in Section 00110.

Proposals should also address how the offeror will have adequate resources for the project described in this RFP in light of any other ongoing projects and contractual commitments it may have within Afghanistan. Provide Capacity of Contractor's Resources, what other projects are in the works, ongoing and awarded in the past 3 three years and how does the contractor plan to manage multiple projects.

Subfactor: Key Personnel - Key personnel resumes will be evaluated to determine the depth and breadth of personnel experience on same/similar projects and as it relates to the responsibilities that person will have on 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 their field. For example, a Civil Engineer must have a degree in Civil Engineering and 5 years of professional civil engineering experience.

Subfactor: Capacity - Offerors who convincingly demonstrate that they have the reserve capacity for additional contracts or projects without adversely affecting existing projects or contracts will receive a higher rating than those which appear to be at or near capacity or fail to provide convincing evidence of surplus capacity.

In order to receive a satisfactory rating, the Offeror must meet the following requirements:
*The offeror shall submit a list of All current ongoing contracts or projects.
*The list should include the contract number, contract amount, original contract completion date, current official contract completion date, and the current progress.
*The Offeror shall identify the key personnel assigned to each of those projects delineated in Factor
* Resources: Subfactor; Personnel for each of the current contracts or projects.
* The Offeror shall provide a narrative that satisfactorily explains how award of this contract will not adversely affect any current contracts or projects.
*The Offeror shall provide a narrative that satisfactorily explains how they are going to assume the responsibility for this additional contract or project as well as an explanation of the resources they will use on this contract without adversely affecting current contracts or projects.
*The contractor's responses will be evaluated to determine if the contractor has additional capacity to handle the project.

d. **FACTOR 4: PAST PERFORMANCE:**

The Government will evaluate past performance information to assess the level of performance risk associated with the Offeror's likelihood of success in performing the requirements stated in the solicitation. The currency and relevance of the information (as determined by the Government), the source of the information, context of the data, and general trends in the contractor's performance may be considered. Information submitted by the Offeror pertaining to recent, relevant contracts will be evaluated as well as data obtained from other sources, including automated databases and questionnaires. References other than those identified by the Offeror may be contacted by the Government. The Government may take into consideration the offeror's performance of contracts with the agency; other Federal, State, and local government activities; and commercial concerns. The result will be a performance risk rating based on each Offeror's record of past performance.

For the purpose of the past performance evaluation, offerors shall be defined as business arrangements and relationships, such as Joint Venture participants, teaming partners, and major subcontractors. The past performance record of each firm in the business arrangement may be evaluated by the Government.

In the case of an Offeror without a record of recent, relevant past performance (and for which there is also no recent, relevant past performance information for its predecessor companies or key subcontractors), or for whom information on past performance is not available or cannot be verified, the Offeror will not be evaluated favorably or unfavorably on past performance. This does not preclude the Government from making award to a higher-priced Offeror with a favorable past
performance record over a lower-priced Offeror with a neutral past performance rating.

6. RELATIVE WEIGHTING OF THE TECHNICAL EVALUATION FACTORS

All technical factors will be treated equally.

7. GENERAL TECHNICAL CRITERIA

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

b. Technical proposals which do not provide the specified information in the specified location in accordance with the submission instructions may be downgraded. **The Government is under no obligation to search for information that is not in the specified location.**

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

d. The Government cannot make award based on a deficient offer. Therefore, a rating of "Unsatisfactory" under any subfactor 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.

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 three submittals and the final design. The DB contractor is encouraged to develop and submit multiple cost saving proposals for innovative design alternatives.

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

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

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.

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

b. Part 2 shall include all design services required to complete the second design submittal: 100% complete drawings and specifications for site preparation work, utility construction, paving, foundation, and structural diaphragm of all work and approximately 65% complete drawings and specifications of all other required construction documents. Part 2 design shall not begin until an approval of the Part 1 submittal is issued.

c. Part 3 shall include all design services required to complete the third design submittal (100%). Part 3 design shall not begin until an approval of the Part 2 submittal is issued.

3. BUILD PHASE

The Build Phase will be initiated by an authorization letter.

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

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

4. PROJECT SCHEDULE:

The following is 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 **420** days (performance period includes design and construction phases, per Section 01010 Scope of Work – 5.0 Completion of Work).

All days are in calendar days.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

--END OF SECTION--

SECTION 00555 DESIGN CONCEPT DOCUMENTS

PART 1 GENERAL

1.1 GENREAL

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

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

1.2 ENGINEERING AND DESIGN CRITERIA

General design requirements are set forth in this RFP herein. The Specifications Divisions 02 thru 16 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 --

SECTION 00600 - REPRESENTATIONS & CERTIFICATIONS

SECTION 00600 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 provison _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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

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

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--``Lobbying contact'' has the meaning provided at 2 U.S.C. 1602(8). The terms ``agency,'' ``influencing or attempting to influence,'' ``officer or employee of an agency,'' ``person,'' ``reasonable compensation,'' and ``regularly employed'' are defined in the FAR clause of this solicitation entitled ``Limitation on Payments to Influence Certain Federal Transactions'' (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled ``Limitation on Payments to Influence Certain Federal Transactions'' (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

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

___ TIN has been applied for.

___ TIN is not required because:

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

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

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

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

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

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

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

(f) Common parent.

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

___ Name and TIN of common parent:

Name----------

TIN----------

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

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

(2) The small business size standard is $31.5 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:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business).This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

------(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

------(iii) 52.219-22, Small Disadvantaged Business Status.

------(A) Basic.

------(B) Alternate I.

------(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

------(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

------(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

------(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

--X----(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

------(ix) 52.227-6, Royalty Information.

------ (A) Basic.

------ (B) Alternate I.

------(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(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, identifyingchange by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

(End of Provision)

52.209-5 CERTIFICATION REGARDING 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)

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

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

(End of provision)

52.230-1 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)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(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)

SECTION 00700 - CONTRACT CLAUSES

SECTION 00700 CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

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

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

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

(End of clause)

52.203-3 GRATUITIES (APR 1984)

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

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

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

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

(1) To pursue the same remedies as in a breach of the contract; and

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

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

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(a) Definitions.

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

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

company, or individual.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

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

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

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

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

Officer or employee of an agency includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

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

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

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

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

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

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

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

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

(2) Professional and technical services. (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

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

(iii) As used in paragraph (c)(2) of this clause, ``professional and technical services'' are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

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

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

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

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

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

(g) Subcontracts. (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding $100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding $100,000.

(End of clause)

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

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

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

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

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

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

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

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

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

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

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

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

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

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the $30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

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

(1) The name of the subcontractor.

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

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

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

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (MAR 2009)

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

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

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

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

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

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

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

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

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

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

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and

other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

(1) The actual subcontract; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

(2) Be limited to such modifications.

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

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

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

(End of clause)

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

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

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

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

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

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

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

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees,

that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

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

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

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast

Asia, the Indian Subcontinent, or the Pacific Islands);

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

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

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

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

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

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

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

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

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

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

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

opportunities for promotion.

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

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

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

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

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

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its

efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

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

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

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

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

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

(End of clause)

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)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

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

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

Executive and top management means any employee--

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

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

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

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

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

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

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

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

Special disabled veteran means--

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

(i) Rated at 30 percent or more; or

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

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

Veteran of the Vietnam era means a person who--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The employment notices shall--

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

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

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

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

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

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

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

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

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

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

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

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

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

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

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

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

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

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

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

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

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

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

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

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

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

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

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

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

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

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

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

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

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

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

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

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

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

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

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

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

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

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

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

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

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

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

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

(End of clause)

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

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

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)

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

(End of clause)

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

(Name)

_____

(Title)

_____

(Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

(End of clause)

52.232-17 INTEREST (OCT 2008)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

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

(f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(1) The date on which the designated office receives payment from the Contractor;

(2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)

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

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

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

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

(f) Third-party deficiency reports—

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

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

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

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

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

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

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

(1) The amount to be withheld;

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

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

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

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

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

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

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

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

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

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

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

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

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

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

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

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is

not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

(End of Clause)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a

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

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(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 TWELVE (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)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

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

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

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

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

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

(End of clause)

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

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of

the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

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

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

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

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

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

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

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

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

(End of clause)

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

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

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or

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

(End of clause)

52.243-4 CHANGES (JUN 2007)

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

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

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

(3) In the Government-furnished property or services; or

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

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

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

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

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

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

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

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

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

(End of clause)

52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

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

(End of clause)

52.244-4 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES) (AUG 1998)

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.

(End of clause)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101–510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2009)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall

be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

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

International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

U.S.-flag air carrier means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]: _____

(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (SEP 2006)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs(c) (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $55,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer

may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All un-liquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or

negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.249-5000 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://www.arnet.gov/far/

http://farsite.hill.af.mil/VFDFARA.HTM

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than $500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone 301-937-1542; www.ojp.usdoj.gov/BJA/grant/DPFC.html".

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

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

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

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

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

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

(End of clause)

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

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

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of $30,000 with a firm, or a subsidiary of a firm, that is identified in the Excluded Parties List System as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

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

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

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

(End of clause)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2006)

(a) Definitions.

Acceptable estimating system means an estimating system that--

(1) Is maintained, reliable, and consistently applied;

(2) Produces verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;

(3) Is consistent with and integrated with the Contractor's related management systems; and

(4) Is subject to applicable financial control systems.

"Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --

(1) Organizational structure;

(2) Established lines of authority, duties, and responsibilities;

(3) Internal controls and managerial reviews;

(4) Flow of work, coordination, and communication; and

(5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.1997

(b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.

(c) "Applicability". Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either --

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling $50 million or more for which certified cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract --

(i) Received DoD prime contracts or subcontracts totaling $10 million or more (but less than $50 million) for which certified cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) "System requirements."

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is adequate when the Contractor has provided the ACO with documentation that--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall --

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) "Estimating system deficiencies."

(1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall --

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and

efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) This clause applies only if the Contractor is--

(1) A concern incorporated in the United States (including a subsidiary that is incorporated in the United States, even if the parent corporation is not incorporated in the United States); or

(2) An unincorporated concern having its principal place of business in the United States.

(c) On each invoice, voucher, or other request for payment under this contract, the Contractor shall identify that part of the requested payment that represents estimated expenditures in the United States. The identification--

(1) May be expressed either as dollar amounts or as percentages of the total amount of the request for payment;

(2) Should be based on reasonable estimates; and

(3) Shall state the full amount of the payment requested, subdivided into the following categories:

(i) U.S. products--expenditures for material and equipment manufactured or produced in the United States, including end products, components, or construction material, but excluding transportation;

(ii) U.S. services--expenditures for services performed in the United States, including all charges for overhead, other indirect costs, and profit under construction or service contracts;

(iii) Transportation on U.S. carriers--expenditures for transportation furnished by U.S. flag, ocean, surface, and air carriers; and

(iv) Expenditures not identified under paragraphs (c)(3)(i) through (iii) of this clause.

(d) Nothing in this clause requires the establishment or maintenance of detailed accounting records or gives the U.S. Government any right to audit the Contractor's books or records.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JAN 2009)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at http://www.dod.mil/bta/products/spot.html, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Local Combatant Commander may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Combined 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 material, fencing, gypsum, wall board, roofing materials, paint, valves, floor tiles, acoustical ceiling panels, other systems, steel joist, miscellaneous metal and building insulations.

(End of clause)

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

(a) Definitions. As used in this clause:

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

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

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

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

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

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

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

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

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

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

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

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

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

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

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

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

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

(i) Necessary for emergency repair and overhaul; or

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

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

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

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

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

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

(1) Unlimited rights.

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(4) Specifically negotiated license rights.

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

(5) Prior government rights.

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability.

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

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

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

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

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

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

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

Technical data	Asserted	Name of Person

to be Furnished With Restrictions \1/	Basis for Assertion \2/	Rights Category \3/	Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

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

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

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

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

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

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

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

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

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

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

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

(End of legend)

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

Special License Rights

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.229-7000 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)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or voucher.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

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

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

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

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

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

(End of clause)

252.236-7000 MODIFICATION PROPOSALS-PRICE BREAKDOWN (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.

SEE SECTION 00800

(End of clause)

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

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

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

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

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

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

DEFENSE BASE ACT INSURANCE

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

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

SPOT

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.

(end clause)

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 Days after Notice to Proceed. 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 $3,129.00 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)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.232-5000 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: see section (a)

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by personal investigation of in place facilities, photographs, and previous plans and drawings.

(b) Weather conditions: Please contact local weather authorities for an assessment of normal weather conditions for the time period covered by this contract requirement. One service available for weather information is located at: http://weather.noaa.gov/weather/AF_cc.html

(c) Transportation facilities: Offerors should investigate the availability of road, rail and other transportation methods for the area concerned.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the

Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

AI ACQUISITION INSTRUCTIONS

AI 25.1103-109 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).
(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).
(i) Chest x-rays shall be taken and TBTs administered within 90 days prior to the start of employment.
(ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.
(2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.
(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution shall have current Typhoid and Hepatitis "A" (full series) vaccinations, in addition to the TB tests required above.
(a) At least the first inoculation in the Hepatitis "A" series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.
(i) Once the complete Hepatitis "A" vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years.
(ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

(End of Requirement)

AI 25.1103-104 COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.
(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.
(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.
(d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.
(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.
(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End of Requirement)

AI 22.1705-100 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS ((MAR 2009)

(a) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or

possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.
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(b) Contractors are also required to comply with the following provisions:
(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
(6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.
(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.
(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of Requirement)

AI 23.1000-100 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

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

Contract Number:
Contract Description & Location:
Company Name:
Reporting party:

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

(End of Requirement)

AI 25.1103-2 ARMED PERSONNEL INCIDENT REPORTS (MAR 2009)

(a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.
(b) **IRAQ**: Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: mncic3conoc@iraq.centcom.mil;, DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.
(c) **AFGHANISTAN**: Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.
(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

(End of Requirement)

AI 25.1103-103 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)

(1) 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.
(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological 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 >/= 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, somotoform, 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).
(3) 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.
(4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.
(5) 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 4 June 2008, 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.
(a) Inpatient daily rate: $2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.
(b) Outpatient visit rate: $195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

(End of Requirement)

AI 25.1103-105 MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:
(1) The total number (prime and subcontractors at all tiers) employees.
(2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
(3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
(4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
(5) Name of province in which the work was performed.
(6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

(End of Requirement)

AI 25.1103-101 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)

General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:
DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility
CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun

04;
U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006
***Required Government Documentation*.** The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:
The specific location where the PSC will operate;
The persons and/or property that require protection;
The anticipated threat;
The required weapon types; and
The reason current security/police forces are inadequate.
Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):
Documentation that each employee who will be armed under the contract received the following training—
Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency
Law of Armed Conflict (LOAC);
Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and
Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;
One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;
A communications plan that, at a minimum, sets forth the following:
The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;
How relevant threat information will be shared between contractor security personnel and U.S. military forces; and
How the contractor will coordinate transportation with appropriate military authorities.
An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):
Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;
Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and
Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.
Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:
Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the

contract, including termination.
Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.
Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.
Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:
The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
U.S. government Ball ammunition is the standard approved ammunition.
Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:
Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);
Carry weapons only when on duty or at a specific post;
Not conceal any weapons, unless specifically authorized;
Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or and exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.
Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.
Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:
Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
Failing to cooperate with Coalition and Host Nation forces;
Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
Failing to use a graduated force approach;
Failing to treat the local civilians with humanity or respect; and
Detaining local civilians, other than in self-defense or as reflected in the contract terms.
Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at

least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.
Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.
Quarterly Reporting. The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:
The total number of armed civilians and contractors;
The names and contact information of its subcontractors at all tiers; and
A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(End of Requirement)

AI 36.521-100 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (MAR 2009)

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.
(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.
(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:
(1) “the minimum requirements of United States’ National Fire Protection Association (NFPA) 70,
(2) National Electrical Code (NEC),
(3) the American National Standards Institute (ANSI) C2, and
(4) the United States’ National Electrical Safety Code (NESC).
(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.
(e) The following internet links provide access to some of these standards:
UFC: http://65.204.17.188/report/doc_ufc.html
NFPA 70: http://www.nfpa.org
NESC: http://www.standards.ieee.org/nesc

(End of Requirement)

ECONOMIC SURVEILANCE

Contractor shall report average pay rates and employment levels, for both domestic and international employees monthly. The information will be reported by labor category (as specified by USACE) and be specific to each work active work site. In addition the contractor shall report monthly non-labor contract spending for domestic and international contract expenses. This information will be reported by category (as specified by USACE) and will be specific to each active work site.

SECTION 01010 SCOPE OF WORK – DESIGN BUILD

1.0 GENERAL

The project consists of the design and construction of a new Afghanistan National Army, Corps Support Battalion and related support facilities at Camp Shaheen (Mazar-e-Sharif Garrison), Balkh Province, Afghanistan. Site is located on the South side of the existing ANA garrison. Contractor is required to take partial design provided in the Appendices and CD and complete the design to meet all the requirements and applicable criteria and codes. The project is defined as the design, material, labor, and equipment to construct buildings, parking, utilities and other infrastructure. The work within this contract shall meet and be constructed in accordance with current U.S. design and International Building Codes (IBC), Life Safety Codes (NFPA-101), Force Protection and security standards. A partial listing of references is:

IBC, International Building Codes 2006
NFPA 101, Life Safety Codes
UFC 4-010-01, DoD Minimum Anti-Terrorism Standards for Buildings.

Table 1.0 Population for Corps Support Battalion

SENIOR	Officer	NCO	LOW	TOTAL
BN CDR	O2-O5	E7-E9	E1-E6	
1	41	58	600	**700**

*Contractor shall design and construct infrastructure for Electrical distribution, Water distribution, and Sanitary Sewer Treatment systems for effective end-state population of **1400** personnel.

1.1 ENGLISH LANGUAGE REQUIREMENT

All information shall be presented in English. The Contractor shall have a minimum of one English-speaking representative to communicate with the COR at all times when work is in progress.

1.2 SUBMITTALS

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

1.3 COST ESTIMATE

The contractor shall prepare a parametric construction cost estimate for AED Engineering data collection purposes. The contractor shall prepare a thorough, well-supported, estimate reflecting the final design features, construction schedule and conditions, and any construction phasing requirements. The cost estimate shall be submitted as part of the 35%, 99% and Final design submittals are required for this contract.

1.4 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 (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.

1.5 ELECTRICAL WORKERS QUALIFICATIONS

Electrical work shall be performed by Qualified Personnel with verifiable credentials who are thoroughly knowledgeable with applicable code requirements. Verifiable credentials consist of a certificate of graduations from an approved trade school and required amount of experience, depending on work being performed, and should be identified in the proposal that is submitted. Qualified personnel is one who has received training in and has demonstrated skills and knowledge in the construction and operation of electrical equipment and installations and the hazards involved. This includes the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, to determine the nominal voltage of exposed live parts, the clearance distances and corresponding voltages to which the qualified person will be exposed.

1.5.1 Supervisory Electrician

Supervisory electricians must be graduates of an approved trade school, and must have two years of relevant electrician experience. Approved programs include but are not limited to the Afghanistan Technical and Vocational Institute (in Kabul), the Kunar Trades Training Center Center, and the Commerical Technical Training Center (in Jalalabad). Work experience resumes and graduation certificates shall be submitted and approved prior to commencement of any design or construction involving electrical work. Approval is granted by the Contracting Officer's Representative with guidance by the Quality Assurance Branch and/or the Safety Office of the Afghanistan Engineer District, US of the Army Corps of Engineers.

1.5.2 Electricians

Electricians must be graduates of an approved trade school and must be able to provide upon request a certification of successful course work completion and graduation in addition to a resume of work experience.

2.0 LOCATION

The site is located within Camp Shaheen, ANA Mazar-e-Sharif Garrison, Mazar-e-Sharif, Afghanistan, as shown on attached drawings.

A. 66°59'36.1''E, 36°38'24.7"N
B. 66°59'38.7"E, 36°38'15.1"N
C. 67°00'31.2"E, 36°38'34.2"N
D. 67°00'33.7"E, 36°38'24.8"N

3.0 UNEXPLODED ORDNANCE (UXO)

3.1 UXO REMOVAL AND CLEARANCE

The contractor is not responsible for the clearance or removal of mines and unexploded ordnance (UXO) from the site prior to the commencement of construction.

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

If a UXO or mine is encountered during project construction, UXO or mine disposal shall be handled in accordance with Section 01015, Technical Requirements.

4.0 SUMMARY OF WORK

4.12 CONTRACTOR REQUIREMENTS

The contractor shall design and construct the facilities as a design-construct contract and shall be in accordance with the requirements stated in Section 01015: Technical Requirements. Refer to attachment following this section for more specifics for required spaces. Design and construction work shall include but not be limited to that shown within attached tables and described below.

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.

4.1.1 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, ventilation, and cooling for all facilities unless otherwise stated in sections 01010 or 01015. All toilets shall be eastern-style. All eastern-style toilets shall face North or South.

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

Design and Construct circulation pathways and exit stairs in accordance with building code references herein. Fire sprinkler system is not required. The facility shall comply with all other safety requirements as required within references. Smoke detectors and fire alarm systems shall be installed in accordance with requirements herein.

Provide signage for each facility on the exterior of the buildings in Dari and Pashto. Contractor shall coordinate signage with COR.

The design and construction work shall include but not be limited to the following sub-paragraphs.

In general, this project consists of design and construction of the following:

4.1.1.1 Base Bid

- Design Cost, Site Survey, and Master Plan
- As-Built Drawings
- Mobilization, Demobilization, and General Site Work

- Security Measures
- Potable Water Supply System
- Sanitary Sewer Collection and Treatment System
- Site Electrical Distribution System
- Primary Entry Control Point
- Road Network and Sidewalk
- Trash Collection Points
- Officer Barracks with *Toilet/Shower/Ablution* (partial Design Available)
- Enlisted Open Bay Barracks (partial Design Available)
- Dining Facility (DFAC) and Dry Storage Yard (partial Design Available)
- Battalion Headquarters Building/ Admin (partial Design Available)
- Toilet/Shower/Ablution/Laundry Facility (partial Design Available)
- Vehicle Refueling Point
- Motor Pool Gravel Parking
- CSB Organic Wheeled Vehicle Maintenance Facility (9 Double Bay) (partial Design Available)
- Communication Building (partial Design Available)
- GSE Communication and Armament Maintenance Facility
- POL Storage Building (partial Design Available)
- General Warehouse Storage (partial Design Available)
- Arms Storage Building (partial Design Available)
- Vehicle Wash Rack
- Security Administration Building
- General Non-Organic Wheeled Vehicle Maintenance Facility two (9 Double Bays) (partial Design Available) (refer to 4.22 drawings)
- Bunkers

4.1.1.2 Option Items

- Perimeter Walls (partial Design Available)
- Guard Towers (partial Design Available)
- MWR GYM and outside volleyball courts
- General Non-Organic Wheeled Vehicle Maintenance Facility (9 Double Bays) (partial Design Available) (refer to 4.22 drawings)
- Pave Access Road to the Camp Shaheen
- Additional General Warehouse Storage
- Water Well and Well House

See Appendix A for facilities drawings.
** Facilities listed with (partial Design Available) additional drawings will be available on CD at the Corps of Engineer Afghanistan District Headquarters, Qalaa House Compound in Kabul. Contractors should contact the Contract Specialist in advance for CD request and pick up CD at COE HQs. Available CADD files will be provided to the successful offeror after award.*

4.1.2 SECURITY MEASURES

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. This may include but not limited to: Security guards, temporary fencing, material during delivery, and control access to the construction site.

4.1.3 SITE PLANNING

It is highly recommended that the Contractor visit the site before preparing and submitting their bid proposal.

The Contractor shall prepare a site boundary survey and site plan based on information contained in the Request for Proposal. The Concept Site layout provided in Appendix B is only a **"Concept"** and may not capture the total scope. The Contractor must incorporate all the requirements in the 01010 and 01015 and provide provisions for future expansion. **The development of the master plan will include participation in design charrettes conducted at the Afghanistan Engineer District Headquarters Office in Kabul, Resident Office, or Area Engineer Office as determined by government Contracting Officer's representative (COR) or Project Manager (PM).** Contractor shall verify all space requirements and code compliance in accordance with sections 01010 and 01015 of this contract.

The Project construction site is about **300 meter by 1075 meter plus 210m by 290m at approximately 383,000 SM**. The project construction site is already part of the existing Camp Shaheen Installation. Contractor is responsible to verify actual site condition before biding.

The contractor shall arrange the facilities involved in vehicle maintenance on post so as to support a logical progression of work. First, vehicles freshly arrived from the field shall be washed prior to maintenance. The wash rack should be located at a higher elevation than other maintenance facilities to allow proper filtration and gravity drainage of wastewater, and shall be located as far from fuel dispensing or storage sites as possible to avoid any mixing of wastewater and fuel.

Second, vehicles shall be able arrive at maintenance bays in a reasonably clean condition - meaning place the wash rack a relatively short distance from maintenance bays.

Third, after maintenance is performed, vehicles shall be driven to the vehicle refueling point over such a route so as not to interfere with vehicles proceeding to either the wash rack or maintenance facilities. The vehicle refueling point shall be at a lower elevation than the drinking well, and contractor shall ensure the refueling point is a minimum distance of 30.5 meters from the drinking well. Similar safety distances between fuel lines and all water lines shall be maintained.

Fourth, once refueled, vehicles shall be driven to appropriate parking areas, again without crossing traffic undergoing other stages of maintenance.

Refer to UFC 3-230-07a, Table 5-2 for minimum distances from pollution sources to water wells. Building sewer = 50 feet, Septic Tank = 50 feet, disposal field = 100 feet. Dry Well = 50 feet, and Cesspool (Sewage Lagoon) = 150 feet.

Contractor shall Master plan for **1400** personnel to include future expansion space for additional **700** personnel (ESB) Engineer Support Battalion, as well as the **700** personnel for CSB. Future ESB shall include Barracks, Battalion Admin Office Facility, and Vehicle Maintenance Facility.

4.1.4 DEMOLITION, DRAINAGE, AND GRADING

Minor site demolition is required prior to construction of new work. Grading at the site is required and shall conform to requirements within references herein and the section 1015 Technical Requirements of the contract. Contractor is required to grade the entire master plan site as described in paragraph 4.1.3 SITE PLANNING "The project Construction site…".

Native crushed stone 100 mm thick shall be placed around all buildings, from the building wall or building landscaping out to a distance of 2m and all areas of anticipated foot or vehicle traffic in order to reduce erosion and to provide dust control. Concrete walkways minimum 100mm thick and 1.2m wide shall be installed between buildings and parking areas.

4.2 NOT USED

4.5 WATER SYSTEM

The Contractor shall perform a water system analysis of the existing system that is currently serving the ANA Brigade. This analysis shall include but not be limited to determining the existing distribution size and layout, existing water demand pressures, and well drawdown and production for the ANA Brigade. This information shall be included as part of the initial design review submittal.

The Contractor shall use this information and determine if the future Average daily Demand (ADD) from the CSB can be sustained in conjunction with the existing demand. The ADD shall be calculated for an effective population of **1,400**, using a per capita consumption rate of 50 gallons (190 liters) per person per day. This effective population shall be multiplied by a capacity factor of 1.5 to provide a design population and account for future growth and peak demand, per UFC 3-230-07a, paragraph 1-3, and UFC 3-230-03a, paragraph 3-1.

The Contractor shall design and construct a Potable Water Distribution System (PWDS), to include ground storage reservoir, disinfection and chlorination system, booster pumps, an enclosed pump house and an underground pipe distribution network. The PWDS shall be designed and constructed to allow connection to the existing distribution network by the existing water storage tanks at the ANA Brigade site as well as to allow tie in from a new well (Option item) on the CSB site. **The existing wells supporting Camp Shaheen are located about 2 kilometers north of the ANA Camp Shaheen.**

The booster pumps shall be constructed to deliver a minimum 345-414 kPa (50-60 psi) at a flow rate equal to 2.5 the ADD, per UFC 3-230-03a Water Supply. Water tank or tanks shall provide storage capacity for a minimum of one day's ADD. The distribution system shall be designed to provide pressures in the range of 276-414 kPa (40-60 psi) at ground level at all points in the delivery system. Maximum water pressures in distribution mains and service lines shall not exceed 517 kPa (75 psi) at ground elevation. Maximum velocity of flow in the system shall be 8 fps. Refer to IPC Commentary Section 604, and UFC 2-230-10a, Chapter 8 for designing for maximum flow. Water demand required for fire fighting and for irrigation and landscaping needs shall not be included in design demand calculations.

The pump house, and tank shall be surrounded by a chain link fence with lockable gate, topped by outriggers and barbed or concertina wire. Provide an access road and area sufficient for a large truck such as a mobile crane to turn. Access road should be constructed of the same material and design as the roads in the CSB.

Water supply system must be operational by July 01, 2010. If the water supply system is not completed by this date, the contractor will be required to supply potable water from a source off of the CSB addition to Camp Shaheen.

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4.5.1 Water Well (Option Item)

Contractor shall conduct preliminary water exploration to site and develop potable water supply wells for sufficient quantity and quality The Contractor shall determine placement and well design for water supply points and shall preserve and protect the well(s) for future use. Placement of any well (test or production) will include collection and preservation of drill cuttings and will provide for evaluation of a continuous well log and well construction design. Contractor shall draft a lithologic well log using an accepted standard classification system such as ASTM D2487-00, Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

Once the water well is developed as the water supply source, provide tie into the ground storage reservoir and the PWDS as stated above in paragraph 4.6 to be used as supply for the CSB. The water supply shall be sufficient to supply the average daily demand calculated for an effective population of **1,400**, using a per capita consumption rate of 50 gallons (190 liters) per person per day. This effective population shall be multiplied by a capacity factor of

1.5 to provide a design population and account for future growth and peak demand, per UFC 3-230-07a, paragraph 1-3, and UFC 3-230-03a, paragraph 3-1.

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 at the site to a minimum depth of 250 meters. **The contractor shall consider the Camp Shaheen area and the area where the current location of existing wells supporting Camp Shaheen for possible drilling of new well(s).** If this is done without result, 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.

The Contractor shall perform pump test calculations and water quality analysis prior to beginning work on water distribution system. Water quality analysis should meet or exceed World Health Organization (WHO) Guidelines for drinking-water quality for water quality standards. If a well or borehole is identified for abandonment, the Contractor shall follow proper abandonment procedures and provide documentation.

Produce a geotechnical report detailing field subsurface investigation procedures, field test results and laboratory test results for water quality, water supply well design and construction and foundation placement.

Any wells not used in the system must be de-commissioned in accordance with ASTM D 5299. The contractor must submit a written plan for de-commissioning wells.

4.5.2 PUMP HOUSE

Construct a permanent insulated pump house with a concrete slab floor at the new well site. Contractor shall furnish two booster pumps, each capable of delivering 2.5 the average daily demand. Contractor shall furnish a hydro-pneumatic tank to work in conjunction with the booster pumps. Installation shall be per manufacturer's requirements. Contractor shall furnish a chlorination and filtration shelter per chlorine and filtration manufacturer's requirements. The Contractor shall provide manufacturer's catalog information and shop drawings to the Contracting Officer for approval.

The floor of the pump house shall slope away from the pumps at a 1% slope and shall have drains with screens at each corner. Elevation of floor of pump house shall be a minimum 150mm above grade. The pump house design should allow easy access to pumps for maintenance. The pump house walls and roof shall be insulated and a heating unit installed to protect valves and piping from freezing. Further protection shall be provided by insulating piping within the pump well house, as well as intake discharge piping underneath and outside the walls. The pump house shall be furnished with a heavy duty metal entry frame and insulated, lockable door and surrounded with a security fence with lockable gate and outriggers equipped with barbed and concertina wire.

4.5.3 WELL HOUSE (with Well Option Item)

Construct a permanent insulated water well house with a concrete slab floor at a new well site. The Contractor shall provide manufacturer's catalog information and shop drawings to the Contracting Officer for approval. The floor of the well house shall slope away from the casing at approximately 3mm per 300mm and drain to the outside through pipes at each corner. Pipes shall be fitted with screens. Elevation of floor of the well house shall be a minimum 150mm above grade. The well casing will extend a minimum 50cm above the floor of the well house. The well house design should be such that the well pump, motor, and drop pipe can be accessed through a lockable, insulated roof hatch by mobile crane. The well house shall be insulated and a heating unit installed to protect valves and piping from freezing. Further freeze protection shall be provided by insulating piping within the well house, as well as discharge piping beyond the check valve. The well house shall be furnished with a entry frame and door that shall be lockable, insulated, and made of heavy-duty metal. Well house shall be constructed adjacent to the ground storage reservoir as well as the pump house and shall be surrounded with a security fence with lockable gate and outriggers equipped with barbed and concertina wire.

4.5.4 WATER TANK

Contractor shall provide circular steel or concrete ground storage reservoir tank(s) (GST) located on a slab set a minimum of 150mm above grade. Volume of the GST shall be a minimum storage volume of a full day's ADD. The storage facility shall be located above drainage areas and locations subject to flooding as approved by the Contracting Officer. Overflow and air vents shall be screened so that birds, rodents, and debris cannot enter the reservoir. Water tank shall be lockable.

Total volume of the tank(s) shall be a minimum storage volume of a full day's water demand (24 hours). The contractor shall verify storage volume requirements based on final design population.

4.6 SANITARY SEWER & TREATMENT SYSTEM

Contractor shall verify if the existing Waste Water Treatment Lagoon system will support the additional sanitary load of **1,400** personnel (as defined above and 01015 Technical Requirements). This verification shall be based on physically measuring the existing treatment system, identifying the existing load and determining if there is additional load for the proposed personnel. The verification shall not be based on looking at old design drawings. Contractor shall provide as-built topographic survey with the design analysis. **If the existing system will not handle the additional load, a new waste water treatment lagoon system shall be designed and constructed. If the existing system will handle the additional load, it will require additional sludge drying beds to be constructed to handle the additional sludge load coming from the lagoons.** The Contractor shall design and provide all necessary materials and labor to construct an extension of the sanitary sewer collection system for the sanitary load, to include the future master planned facilities, and connect to the existing waste water treatment system. This may include installing a new force main directly to the Waste Water Treatment Lagoons, any collection or lift stations as applicable and new distribution lines.

The Contractor shall design and construct a new aerated Waste Water Treatment system addition to existing WWTP to support a sanitary load of 1400 personnel per 01015 Technical Requirements. The system will also require construction of sludge drying beds. The Contractor shall design and provide all necessary materials and labor to construct the treatment system. This may include installing new force mains, lift stations, chlorination system, and gravity lines.

The Contractor shall conduct a topographic survey to determine existing site characteristics. The Contractor shall conduct a utility survey to determine the locations of any nearby water lines, wells, sanitary sewers, storm sewers and electrical lines.

Geotechnical investigation of the proposed sewage treatment site is required, and the contractor shall design the sewage treatment system additions to be compatible with site and soil conditions.

The sanitary sewer collection system shall consist of gravity sewer pipe network and accessories such as manholes, cleanouts, and building service connections. The Contactor shall design a sanitary system layout following requirements of Section 01015 this contract. Pipe, fittings, and connections shall conform to the respective specifications and other requirements as listed in Contract Section 01015 and all of its referenced codes.

The gravity sewer collection system, this may require the use of lift station and force main system, shall connect to the new aerated Waste Water Treatment system. Design will be per specifications provided in Section 01015.

4.7 SITE ELECTRICAL DISTRIBUTION SYSTEM

POWER SYSTEM: The contractor shall design and construct a power system for supply and distribution to all buildings to include generators with fuel storage, and underground electrical distribution for the **entire master plan of 1400 population**. All electrical design and installation shall meet NEC (NFPA 70) requirements. Electrical receptacles shall be provided as indicated in section in 01015, Technical Requirements. Conductors and circuits shall be sized for the specific loads. All wiring shall be run and pulled through conduits. The power plant, addition shall include prime power generators, switchgear, and all appurtenances necessary to meet the electrical demand.

The contractor shall design and construct generator building addition to existing generator building to accommodate the additional generators and switchgear(s) and have two spare bays for future expansion. This new electrical system shall interface with the existing power distribution system at Camp Shaheen. The electrical system will be constructed in accordance with 01015.

The contractor shall design and construct an electrical power system to supply and distribute power to all facilities included in the contract (**including master planned future facilities**) to include generation and fuel storage, and underground electrical distribution. All electrical design and installation shall meet NEC (NFPA 70) requirements. Conductors and circuits shall be sized for the specific loads. The site Primary power distribution shall be 20000/115550 V, 50 Hz manhole duct bank system. The secondary voltage shall be 380/220 VAC, 50 Hz. Secondary power distribution shall be pad mounted transformer substations (PTS). Each PTS shall be a standard manufactured substation with a secondary distribution switchboard. Each substation switchboard shall have a secondary distribution circuit breaker for each facility, to include all future Master Planned facilities. The Contractor shall provide secondary distribution manhole or hand hole duct bank distribution system to each facility to be constructed, to include all future Master Planned facilities, from the PTS switchboard. The Contractor shall provide a 100mm conduit stubbed out from the closest manhole or hand hole **(within the roadway right of way at the limits)** for each future facility. **The Contractor will not be responsible for the construction of service lines from Contractor installed distribution lines to future facilities.** Each 100mm conduit shall have a pull string, be capped off, and have a duct bank marker above the conduit. All electrical design and installation shall meet NEC (NFPA 70) requirements. Electrical receptacles shall be provided as indicated in section in 01015, Technical Requirements. Conductors and circuits shall be sized for the specific loads. All wiring shall be run and pulled through conduits.

Power system must be operational by July 01, 2010. If the power system is not completed by this date, the contractor will be required to supply temporary power to all facilities in this contract.

4.7.1 **POWER PLANT GENERATORS:** Generator size shall be 1.0MW (1,250kVA); the generators shall be provided with a synchronizer-switch, so that when total power demanded from one generator reaches 90% of the generators maximum, an additional generator shall automatically start and supplement the running generators, sharing the load between the generators equally. Contractor shall provide generators based on the N+**2** concept for the **entire future load of 1400 personnel**. Where 'N' would be the required number of generator(s) and '**2**' being a 'stand-by' unit. The contractor shall design with knowledge and assumption that existing power plant currently has a spare 1.0 MW generator. Since a spare generator currently exist, the Contractor is responsible for providing an additional spare 1.0 MW generator under this project. Generation shall supply 125% of the maximum calculated demand load plus the stand-by generator in reserve. There shall be a total of two spare generators at the power plant at the end of this contract.

4.8 GENERATOR FUEL

Generator Fuel Storage. The work shall include the fabrication and installation of the entire fuel storage and distribution system. Tanks shall be skid mounted. Tanks of this type that have a capacity above 2640 L will be provided with either a dike or a spill containment system. The dike or spill containment system should have enough capacity for the entire contents of the tank, plus 10 percent. Provide a molded neoprene isolation pad to isolate an above-ground tank from the concrete pad underneath. Steel tank supports specifically are prone to encounter premature rusting due to constant exposure to moisture and their incompatibility with concrete. Tank shall be designed and manufactured for horizontal installation. Tank shall be mounted on the tank manufacturer's standard support skid. Skid shall span the entire length of the tank and shall separate the tank from the reinforced concrete slab by a minimum of 200 mm. Indicate on the drawings the number and size of each tank man way required. Tanks of 3,780 to 45,430 L to capacity will be provided with 760 mm diameter man ways. Tanks larger than 45,430 L will be provided with 915 mm diameter man ways. Tanks 3,780 L and larger will be provided with a minimum o f1 tank man way to allow for internal tank access. Piping will not penetrate through access man ways. Tank shall be provided with a combination cleanout and gauge connection. Vent pipe sizing shall be not less than 32 mm nominal inside diameter. Vent shall be the rupture disc type calibrated to burst at 13.8 kPa pressure, and operate at 80 percent of burst setting. Tank shall be provided with an overfill alarm system. Tank shall be provided

with 2 stick gauges graduated in m and mm. Stick gauge shall be of wood and treated after graduating to prevent swelling or damage from the fuel being stored. Each storage tank shall be provided with an automatic analog reading gauge which is directly mounted to a tank'[s man way cover. Provide an in-line centrifugal pump as part of the day tank package for fuel transfer from the bulk storage tanks to the day tank. Day tanks shall provide sufficient fuel for twenty-four (24) hours of generator operation without refill. Provide cathodic protection for metal components. Storage tanks shall be handled with extreme care to prevent damage during placement and shall be installed in accordance with the manufacturer's installation instructions. Piping shall be inspected, tested, and approved before buying, covering, or concealing. Piping shall be installed straight and true to bear evenly on supports. Piping shall be free of traps, shall not be embedded in concrete pavement, and shall drain toward the corresponding storage tank. Any pipe, fittings, or appurtenances found defective after installation shall be replaced. Below ground nonmetallic pipe shall be installed in accordance with pipe manufacturer's instructions. Belowground piping shall be laid with a minimum pitch of 25 mm per 6 m. **The Contractor shall provide a full supply of fuel to the tanks at the time of turnover to the Government.**

External Fuel Fill Point: for each specific site, the contractor shall coordinate with the Resident Engineer and provide a fuel unloading point outside of the perimeter wall to facilitate transfer of fuel from the commercial fuel tanker to the bulk fuel storage at the Power Plant. This transfer shall include interconnecting piping and valves between the fuel point and the two bulk fuel storage tanks.

4.9 LIGHTING

General lighting shall be provided as indicated and shall meet recommendations from IESNA for each building type and function within each building. Design and installation shall meet NEC 70 requirements.

Exterior lighting shall be high intensity discharge luminaries on 10 meter high minimum spun aluminum or galvanized steel poles. If to be installed on an existing installation, type of luminaries shall match existing predominant type within installation. Exterior lighting shall consist of parking lot, storage area and roadway lighting.

Searchlights shall be provided as indicated and shall be equivalent to the following:
- prison grade
- nickel reflectors (bullet resistant)
- 65 million candlepower (1000 watts)
- manual operation from below with one hand
- xenon lamp
- weatherproof design

4.11 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 Contractor shall produce a detailed geotechnical report containing field exploration and testing results, laboratory testing results (particle sizes and distribution, liquid and plastic limit test, and moisture and density test, etc). Information in the report shall include, but not limited to: existing geotechnical (e.g. surface and subsurface) conditions, location of subsurface exploration logs on site plan, exploration point, allowable soil bearing capacity and foundations recommendations, bearing capacity, pavement design criteria (e.g. CBR values, K values), ground-water levels, and construction materials (e.g. concrete cement, asphalt, and aggregates). All standards shall be based on the ASTM standards and under no circumstance shall any of the test and investigation be based on the DIN. For the Standard Penetration Test (SPT), it shall be based on ASTM D 1586-08. Two copies of the detailed geotechnical report shall be submitted to the Contracting Officer.

Foundations, including sub grade, shall be designed and constructed based on recommendations from geotechnical investigation required herein.

4.12 FORCE PROTECTION

Facilities shall be sited with FP design in mind. As much as possible and practicable FP designs shall be accomplished by appropriate stand-off distances and setbacks away from potential threats. Force Protection design shall be in accordance with section 1015, Technical Requirements. Force Protection Design shall include the following components:

A complete Perimeter Security Wall with vehicular and pedestrian Access Gates
Primary Entry Control Points (ECP) as shown in provided site plan
- Guard Houses
- Guard Shacks
- Active Vehicle Barrier
- Passive Vehicle Barrier
- Checkpoints
- Rejection Lanes
- Sliding Gates
- Cable Lift Gates
- Rolling Beam Barrier

Guard Towers, coordinate location with COR
Compound Illumination System
Security Communication System
Loudspeakers and Alarm System

4.13 PERIMETER WALL, FENCING, AND BARRICADES

Perimeter Wall and Fencing shall consist of the types shown or described herein and provided in drawings in the Appendix A. Barricades shall be concrete type. Refer Drawings for required types and locations. Barricades are not intended to resist a certain horizontal load and are not required to be permanently anchored to ground. The estimated perimeter wall distance is 1400 meter x 300 meter equaling **2.0 kilometers**. (This includes the south west corner of Camp Shaheen that is outside conceptual master plan area). This is only an estimate; the Contractor is responsible to verify all actual distances and dimensions. **The Perimeter already has security fencing. The Perimeter Wall will be an option item. If exercised, the perimeter wall must be completed before the perimeter fencing is to be removed unless otherwise coordinated with the COR.**

4.14 ROAD NETWORK, SIDEWALK, AND PARKING

The Contractor shall design and construct the entire road and parking network. The roads shall be designed to carry traffic of up to a **60** ton three-five axle vehicle at a minimum at least but not limited to: from main entry control point to all the vehicle maintenance facilities, wash rack, fuel point, and motor pool parking areas. A storm drainage system shall also be included. The road layout shall provide access to entry control points, parking lots, vehicle maintenance facilities, fuel points, generator yard, and the trash collection point. Contractor shall connect new road system to the existing installation road system. Contractor shall connect new road system to road system outside of the compound approximately ***250 meters long*** service road from Main Entry Control Point to existing service road as shown on the attached aerial view of the site. Provide compacted gravel parking areas for vehicles as listed in 4.21 Motor Pool.

Provide a **convoy assembly area accommodating 2 sets of vehicles parallel parked** at near approach to the main Entry Control Point. The Assembly area shall be paved at least 100 meters in length and at least 14 meters in width including road network.

Road design shall be designed per Section 01015, Technical Requirements. Roadways and sidewalks are required as shown on attached drawings and shall be designed and constructed based upon recommendations from geotechnical analysis as required herein.

The Contractor shall design and provide landscaping for the compound. Design and provide a network of concrete sidewalks to connect the buildings. Sidewalks shall be wide enough to be used as fire-lane or service roads. Provide outdoor benches, lighting, and gathering areas.

4.15 TRASH POINTS

The Contractor shall design and construct, in locations convenient for easy removal, trash collection points. It shall be located inside the compound walls. The trash points shall be a 1.8 m x 1.8 m concrete pad with a 1.8 meter tall chain link fence around the perimeter. One side shall have a 1.2 m wide gate entrance. Trash Points shall have a metal roof covering.

4.16 BARRACKS

Design and construct the barracks building(s) in accordance with the drawings contained in Appendix A. **provide three (3) BOQ Type "B", and provide six (6) Enlisted Open Bay Barracks.** Windows shall be extruded aluminum. Exterior doors shall be insulated hollow metal. Interior doors shall be hollow metal except PVC shall be used for interior doors at toilet, shower, and ablution rooms. All interior walls shall be CMU construction; no gypsum wall board interior wall construction is allowed.
Provide split pack air conditioning for the BOQ Type "B" buildings.

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

(a) Enlisted Type "A", Provide Ceiling fans for summer ventilation and electrical unit heaters for winter heating.

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

(c) Concrete stoops with boot scrapper shall be provided at all exterior doors (except utility rooms).

(d) Barracks shall have a dedicated storage area sized to 0.5 SM per person assigned to the barracks.

(e) At least one power outlets every 4 m. In the BOQ Type "B", provide at least one per wall in bedrooms.

(f) Toilet/shower rooms shall be finished with ceramic tile from floor to ceiling, slope floor to drain.

Master Plan shall provide for future facilities at about the same ratio for ESB. Refer to 4.2 SITE PLANNING for population count of future expansion.

Barracks facilities must be completed by July 01, 2010. If barracks facilities are not completed by this date, the contractor will be responsible for providing temporary barracks facilities for the 700 soldiers. Temporary facilities must provide protection from the weather, be enclosed, and be provided with all utilities. Contractor is required to maintain these facilities until the permanent facilities are completed.

4.17 DFAC, Dining Facility and Storage Yard with Fence

Design and construct the **2204 SM** DFAC in accordance with the drawings contained in Appendix A. Windows shall be extruded aluminum. Exterior doors shall be insulated hollow metal. Interior doors shall be hollow metal except PVC shall be used for interior doors at toilet, rooms. Include all the features listed in 4.17.1. This facility will provide for 500 seats with the capacity to provide up to 1000 seats.

This facility shall provide cafeteria-style feeding of short order and regular style meals. Spaces include dining areas and kitchen facilities outfitted with built-in liquid propane-burning stoves installed in accordance with manufacturer's instructions. Include all the features listed in 4.17.1.

4.17.1 The Contractor shall incorporate the following special features into the DFAC:

(a) The kitchen shall be physically separated from the rest of the dining facility with a 2-hour fire rated wall with 90 minute rated doors (fire rated wall up to the roof superstructure, not ceiling). At openings for serving line and dirty dish return provide 90 minute fire rated shutters. Height of ceiling clear space in both kitchen and dining rooms shall be 3000 mm AFF.

(b) The backsplash and front and side surfaces of stove enclosures shall be terrazzo with heat resistant grout. The top of the stove enclosure shall be finished concrete. Edges will be covered by a [metal "L" angle] [rubber-like material "L" angle] to prevent damaging edges during pot movement. [Option – the backsplash can be of sheet metal if the designer feels adhesives & grouting for terrazzo tiles will not withstand normal usage]

(c) The height of the stove from the floor to the burners shall be 50cm

(d) The floor in front of the row of burner enclosures shall be slightly sloped towards the floor drain to direct water overflowing from pots or spigots near the pots away from the work area in front of the stove enclosures.

(e) New propane stoves shall be installed with consideration to ease of cooking operation and daily cleanup. New stoves shall be set into a formed concrete openings such that they can easily be removed for replacement, maintenance and cleaning. Stove dimensions are 72 cm long x 72 cm wide x 50 cm high. Height includes the grill. Desired stove to stove clearance is 72 cm.

(f) 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.

(g) Propane storage tanks shall be provided and installed in accordance with NFPA 58. The propane storage tanks shall contain **15 days** supply and shall be installed on a concrete pad, and placed within a covered, secure enclosure to protect tanks from the elements. Provide an access gate for removal and replacement of propane tanks. The access gate shall able to be secured and locked. Propane tanks shall be secured such that none move or topple over.

(h) The Contractor shall coordinate with the DFAC staff and Contracting Officer in determining amount of propane fuel required daily for the DFAC. The propane fuel requirement shall be calculated based on consumption of fuel every cooking cycle, cooking frequency, and required "surge" capacity. **The Contractor shall provide a full supply of fuel to the tanks at the time of turnover to the Government.**

(i) Piping from propane tanks to their respective propane stoves shall be of 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 (Gastite or equal) shall connect the propane fuel tanks and the propane stove to the steel piping per NFPA 58 section 5.8.6.*** Each end of the flexible hose shall be provided with quick disconnect dielectric fittings. Flexible rubber hoses are not allowed.

(j) Propane supply piping shall be installed in pipe sleeves wherever it penetrates the building and concrete platform. Piping may also be surface mounted provided it is not susceptible to damage, or causes any safety hazards.

(k) Piping passing through the exterior wall and concrete cooking platforms shall be provided with pipe sleeves. Piping shall be installed such that it is accessible and can be replaced without demolishing the building components.

(l) Ventilation hoods

- Hoods shall be designed to capture and confine cooking odors, vapors, and residues.
- Hood exhaust rate shall be 400 cubic feet per minute per linear foot (CFM/ft) (620 L/s per m) of open hood.
- Hoods shall be constructed of 20 gauge stainless steel.
- Hoods shall be provided with a side panel at each end to close in the area between the stove and the hood. Side panels shall be the width of the hood and shall extend to the rear wall at 45 degrees. Approximate dimensions are 37 inches by 37 inches by 45 degrees (925mm by 925mm by 45 degrees). If a non-combustible wall abuts a stove, then a side panel shall not be required on that side of the hood.
- Joints, seams and penetrations shall be externally welded or brazed to form a watertight seal with a smooth surface that is readily cleanable.
- All surfaces shall be designed to be easily and thoroughly cleanable.
- Hoods shall be securely supported with non-combustible materials.
- Hoods shall extend a minimum of 9 inches (225mm) beyond the front edge of the stove and shall be installed a maximum of 4 feet (1200mm) above the surface of the stove.
- Hoods shall be sealed to the rear wall.
- The center hood of each bank of fans shall have one electrical switch on the front face to operate the exhaust and make-up air fans.
- Grease filters will not be required. Hoods shall be constructed so that grease filters can be installed at a later date.

(m) Ductwork

- Ductwork shall be protected against corrosion.
- Ducts shall be constructed of 18 gauge stainless steel.
- Supply and exhaust systems for each hood shall be independent of other duct systems.
- Joints and seams shall be continuously welded or brazed.
- Bracing and supports shall be constructed of non-combustible material securely fastened to the structure. Bolts, screws, rivets, and other fasteners shall not penetrate the duct walls.
- Airflow in the ductwork shall be not less than 500 feet per minute (150m/min).
- Ducts shall be placed a minimum of 18 inches (450mm) from combustible material or 3 inches (75mm) from gypsum wallboard attached to non-combustible structures.
- Ductwork terminating through the roof shall extend a minimum of 18 inches (450mm) above the roof.
- Where roof terminations are not possible, ducts may be terminated through an exterior wall. All ductwork terminating through an exterior wall shall be located a minimum of 3 feet (900mm) from exterior openings. Ductwork shall be pitched to drain back to hood.
- All ductwork terminations shall be a minimum of 10 feet (3000mm) horizontally from other buildings and property lines.

(n) Exhaust Fans

- Exhaust fans shall be located outside the airstream.
- Fan discharge shall not impinge on the roof, other equipment or appliances, or parts of the building.
- Discharge outlet of exhaust fans shall be a minimum of 40 inches (1000mm) above the roof.

- Up-blast fans shall be hinged and supplied with a flexible weatherproof electrical cable to permit inspection and cleaning.
- Connection between ductwork and exhaust fan shall be flanged, gasketed, and bolted.
- Each exhaust fan shall be electrically interlocked with its corresponding make-up air fan to prevent system operation without both fans in service.

(o) Make-up Air Fans

- Make-up air inlet locations shall take into consideration the prevailing wind direction and shall be placed upstream of exhaust outlets.
- Wherever possible, make-up air inlets shall be located a minimum of 10 ft (3m) from exhaust outlets.
- Where make-up air inlets are located within 10 ft (3m) of an exhaust outlet, the make-up air inlet shall be located a minimum of 3 ft (0.92m) below the exhaust outlet.
- Each make-up air fan shall supply a maximum of 110 CFM/ft (170 L/s per m) of perforated diffuser.
- Each make-up air fan shall be electrically interlocked with its corresponding exhaust fan to prevent system operation without both fans in service.

(p) Testing

- A performance test shall be conducted upon completion and before final acceptance of the system installation.
- The test shall verify the rate of exhaust and make-up air flow.
- The test shall be witnessed by the COR.

(q) All interior walls shall be CMU construction; no gypsum wall board interior wall construction is allowed.

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

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

(t) Hand wash stations in the entry vestibule shall be provided. Trough type sinks shall be used. Use ratio of one hand washing station per 15 diners.

(u) Install several large wash basins with a low rim height designed for washing very large pots.

(v) Run water lines to and install wall mounted spigots next to each cooking station in order to permit pots to be filled during cooking without having to move them..

(w) The Contractor shall provide and install **walk-in refrigerators and wall-in freezers** as shown in drawings.

(x) Fire protection is to be provided by fire extinguishers throughout the facility at easily accessible locations.

(y) Install wall mounted forced air electric heaters to provide heat throughout the dining area.

(z) The Contractor shall design and construct a chain-link fenced storage yard for food and install facilities for the storage of both dry goods and refrigerated items.

(aa) Provide Latrines for facility workers

(bb) Provide Janitor room with Mop sink

(cc) Provide Office space for minimum two personnel

(dd) Provide dining areas for officers and enlisted

(ee) Provide Dish washing area

(ff) Provide Food preparation area

(gg) Provide Serving area

(hh) Provide fenced in Dry storage yard area adjacent to DFAC

(ii) Grease Separator shall be a hydro-mechanical model as defined in Standard PDI G101, revised 2007. Provide exterior grease trap.

(jj) Provide ducted package heat pump system for heating and cooling, and ceiling fans for air circulation.

DFAC facilities must be completed by July 01, 2010. If DFAC facilities are not completed by this date, the contractor will be responsible for providing temporary DFAC facilities for the 700 soldiers; sit-down dining facilities will be required for temporary DFAC facilities. Temporary facilities must provide protection from the weather, be enclosed, and include all utilities. Contractor is required to maintain these facilities until the permanent facilities are completed.

4.18 BATTALION HQ ADMINISTRATION BUILDING

The Contractor shall design and construct one (**1**) Battalion HQ Administration facilities at **350SM** for the CSB in accordance with the drawings contained in Appendix A. All interior walls shall be CMU construction; no gypsum wall board interior wall construction is allowed.

(a) No office space is required for the Low ordinary ranking personnel.

(b) Provide 100 meter x 100 meter Parade ground located near the Battalion HQ Administration Building. No grass or extra landscaping needed. Elevate and grade the grounds to ensure the site drainage does not erode the field.

The Master Plan shall provide space for two additional futures HQ Administration Building (ESB).

4.19 TOILET/SHOWER/ABLUTION/LAUNDRY FACILITY

Design and construct a **466SM** toilet, shower, ablution, and laundry building in accordance with the drawings contained in Appendix A. Windows shall be extruded aluminum or extruded PVC. Exterior doors shall be insulated hollow metal. Interior doors shall be hollow metal except PVC shall be used for interior doors at toilet, shower, laundry, and ablution rooms. HVAC system requirements: refer to 01015.

The Contractor shall design and construct a toilet, shower, ablution, and laundry building. Plumbing fixtures shall be provided in accordance with the International Plumbing Code. Latrines for LN residents shall be eastern-style units and installed to face North and South. The Contractor shall incorporate the following special features into the building:

(a) All eastern style toilets shall be provided with a wall-mounted hose bib on the right side of the occupant as he faces the stall door.

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

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

(d) Showers shall contain a single mixing valve for hot and cold water mixing and a wall mounted shower head.

(e) Ablution area shall be trough type, constructed by depressing slap 200mm out to 600mm from wall mounted faucets. Finish for trough shall be sealed concrete.

(f) The laundry room shall have **concrete trough sinks** capable of withstanding abuse. Size of basins shall be approximately 600mm wide x 600mm long x 350mm deep. Provide clothes line for drying outside the building.

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

(h) Electric cabinet heaters or electric unit heaters suitable for wet areas shall be utilized to provide heat in the facility.

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

(j) All exposed water supply plumbing galvanized metal. PVC may be used where water supply piping is concealed.

(k) Accessories shall include but not limited to; toilet paper holders, soap dishes, curtains and curtain rods, robe hooks, mirrors, paper towel dispenser, metal shelf, and grab bars.

(l) All interior walls shall be CMU construction; no gypsum wall board interior wall construction is allowed.

Master Plan shall provide for one additional future facility for ESB.

Toilet/shower/ablution/laundry facilities must be completed by July 01, 2010. If toilet/shower/ablution/laundry facilities are not completed by this date, the contractor will be responsible for providing temporary toilet/shower/ablution/laundry facilities for the 700 soldiers. Temporary facilities must provide protection from the weather, be enclosed, and include all utilities.
The contractor will also be responsible for handling all wastewater and water supply from all facilities if wastewater collection system is not in place to handle flows. Contractor is required to maintain these facilities until the permanent facilities are completed.

4.20 VEHICLE RE-FUELING POINT

The Contractor shall design and construct a low profile vehicle re-fueling point, as specified in Section 01015, capable of storing **20,000 liters (5283 gallons) of diesel** and **10,000 liters (2641 gallons) of MOGAS**. **The Contractor shall provide a full supply of fuel to the tanks at the time of turnover to the Government.** Vehicle Re-Fueling Point shall have a metal roof covering. Provide explosion proof lighting and control.

4.21 MOTOR POOL GRAVEL PARKING

The Contractor shall design and construct unit vehicle parking area to accommodate:

- Provide GOV parking adjacent to or near CSB Organic Large Vehicle Maintenance for 30.
- Provide GOV parking adjacent to or near CSB Organic Vehicle Maintenance for 30.

- Provide GOV parking adjacent to or near General Vehicle Maintenance for 150.
- Provide GOV parking at CSB Motor Pool for 382 Trucks and 248 Trailers.
- Provide GOV parking at ESB Motor Pool for 266 Trucks and 72 Trailers
- Provide POV parking adjacent to or near Battalion HQs Admin for 10.
- Provide POV parking adjacent to or near Barracks for 40.

GOV parking spaces shall be 4 x 8 meters, and POV parking spaces shall be 3 x 6 meters. Contractor shall calculate and gravel required circulation area between the parking spaces.

Contractor shall provide design of parking area using the design vehicle loading above and based on geotechnical recommendation.

Security fencing shall be provided around each Vehicle Maintenance Facilities and GOV parking areas.

4.22 CSB ORGANIC VEHICLE MAINTENANCE FACILITY (9 Double Bays)

Design and construct the **1630 SM** vehicle maintenance facility in accordance with the drawings contained in Appendices. Windows shall be extruded aluminum. Exterior doors shall be insulated hollow metal. Interior doors shall be hollow metal except PVC shall be used for interior doors at toilet, shower, and ablution rooms. Provide forced air electric space heaters for heating, and ceiling fans for air circulation.

The Contractor shall design and construct Vehicle Maintenance Facility incorporating **18** vehicle maintenance bays to support 630 CSB and 360 ESB logistic Support vehicles with maximum size of 42' long x 12' wide (7.7m long x 3.7m wide). The Vehicle Maintenance Facility shall have a concrete foundation and concrete floor to support a minimum loading of a 3-axle, **30,000** kg vehicle without failing. Concrete will be floated for a smooth finish. Floor will be slightly sloped toward the front to the garage to facilitate drainage. There will be a concrete ramp from the outside into the garage area. The roof structure shall be a hip or gable minimum 2:12 slope roof consisting of steel columns, steel beams, metal hat channels and corrugated roof panels. The clear distance between the finished floor and the bottom of the roof structure shall be no less than 8m (26' – 3"). **Garage doors shall be minimum 5m high by 5m wide,** manual metal overhead coiling style, drums to interior side and designed to resist wind loads and installed with wind locks. *Overhead Bridge Cranes are not required and shall be removed from the provided design.*

Contractor shall provide concrete hardstand apron outside all garage doors at minimum **10 meters width**. Concrete handstand apron shall support a minimum loading of a 3-axle, 30,000 kg vehicle without failing. There shall be at least **18 meters clear distance** around the vehicle maintenance facility before any parking or between any other facilities. This clear distance shall be graveled for vehicle circulation.

Provide 1.5cm dia x 1.0m high concrete filled steel bollards to protect jams of roll-up doors. The service pit will be constructed into the floor with interior dimensions of **1.0m wide, 6.0m long and 1.2m deep** *(this is a slight change from the drawings provided).* The pit will be centered on an imaginary line that runs from the center of the garage door opening to the rear-most corner, opposite of the doors. The pit will have a lip around its entire perimeter, such to prevent small items form falling in. Removable covers will be designed to cover the pit when not in use. **Steel grating will be rated for HS 20 loading or covers designed for a minimum point load of**

5000 kg without deforming. Removable covers will weight no more than 30-kg. a piece and have a handle designed into it to facilitate removal. The handle will lay flat when not in use.

Mechanical: Provide an overhead vehicle tailpipe exhaust removal system. Coordinate the location of the system such that it does not interfere with vehicle access and that the exhaust hose will connect to the vehicle exhaust tail pipe. Provide a low pressure (less than 862 KPa) compressed air system to include air compressor, piping, hose reel, and hose. Locate air compressor outside and to the rear of the building. Coordinate location of hose reel and hose such that it will not conflict with vehicle access and such that hose will easily access the maintenance bay. Provide emergency eye-wash stations every other two bays on both sides, alternate sides.

Electrical: Provide switched lighting that will illuminate the entire area. Lights will be capable of operating in the year-round temperature ranges expected to occur in this area. Electrical receptacles will be installed, equally spaced, with three receptacles on the all walls. Provide receptacles on the garage door walls for drop lights and other electrical power tools. Receptacles may be grouped together but will have dedicated circuits and will be configured to draw no more than 16 amperes. One dedicated circuit will be installed for the use of a 10.5 kg/sq cm (150 psi) electric air compressor. Provide charging outlets in Battery Room every 500 mm along back wall. Provide proper ventilation and exhaust for the battery rooms. (Refer to section 1015 paragraph 6.8.2. Battery Room Exhaust, for more details)

Provide Tool rooms, Toilets, janitor rooms, office spaces, battery storage room with emergency eye wash station, tire room, and equipment storage.

Only provide floor trench drains in the Toilet rooms. Do not provide any floor drains in the vehicle maintenance bays.

4.23 COMMUNICATION SYSTEM BUILDING

Design and construct the **375 SM** Communication system building in accordance with the drawings contained in Appendix A. Windows shall be extruded aluminum. Exterior doors shall be insulated hollow metal. Interior doors shall be hollow metal except PVC shall be used for interior doors at toilet rooms. Provide ductless split pack heat pumps for heating and cooling, and ceiling fans for air circulation. All interior walls shall be CMU construction; no gypsum wall board interior wall construction is allowed.

Design and construct a communication system building. The facility will serve as the installation's center for telecommunications, switching, and automation networking (including internet service) and shall have year-round climate control in all rooms for the sensitive electronic equipment. A communication building shall have an uninterruptible power supply (UPS) room with ventilation to outdoors. Power to the building shall meet the ultimate demand load plus 20% spare capacity, but shall not be less than a 250 amp service. A grounding grid tested to 5 ohms or less shall be distributed throughout the UPS and equipment rooms.

Provide a 3m x 5m roof covered concrete pad outside the UPS room with a backup generator with an adjacent 2m x 3m concrete pad with a spill dike for a 500 gallon or larger fuel tank. Backup generator shall be sized to meet the ultimate demand load of the communications building, plus 20% spare capacity. A 15 cm diameter or larger conduit shall connect the generator pad to the UPS room and shall use long sweep elbows totaling no more than 180 degrees for any bends. Backup generator for Communications building shall be provided. When sizing the generator, ensure it is de-rated for altitude and temperature in accordance with the manufacturer's recommendations for the site conditions.

Design a Communications Building and installation wiring system. The facility will serve as the installation's center for telecommunications, switching, and automation networking (including internet service) and shall have year-round climate control for the sensitive electronic equipment. Split pack air conditioning, in addition to ceiling fans, shall be provided for the communications room. The A/C shall be sized to accommodate eight (8) personnel with eight (8) computers and twelve (12) radios. The communications room shall have raceways/duct banks going to each facility requiring communications. Communication duct will be run to future building locations on the site plan and duct will have a pull sting. All voice telephone wiring, data and emergency wiring, including any planned or future fiber optical runs, will originate and/or terminate in this communications room. All buildings shall have a communication closet (2 m2 or larger) to house all telephone and computer network equipment and all distribution boxes shall be routed to the communications room. All admin buildings will include a minimum of 50-pair 24 AWG copper UTP cable each run from the building's communication room directly back to the communications building., Provide a UPS room only (14 m2) without equipment. Install four (4) 50mm conduit passing from the communications room to the roof of the building. The roof penetration shall have a weatherproof box on top and shall be flashed or patched as necessary to prevent water leakage. The four (4) 50mm or larger communication conduits shall be typical with the following installation criteria: Manhole or hand-hole systems shall have no more than 150 meters between access points. Per NEC Code, there shall not be more than 3 bends per run of conduits. The radius bends shall be between 609mm to 914mm radius bends. Provide four 100mm conduits from the main communications area to the exterior of the building. Extend the conduit three meters from the building and cap. Install pull wires in the conduit.

4.24 GSE COMMUNICATION AND ARMAMENT MAINTENANCE FACILTY (Option Item)

Design and construct approximately **4475 SM** **GSE Communications and Armament Maintenance Facility** in accordance with the schematic drawings contained in Appendix A. Windows shall be extruded aluminum. Exterior doors shall be insulated hollow metal. Interior doors shall be hollow metal except PVC shall be used for interior doors at toilet, shower, and ablution rooms. The facility shall be completely enclosed by a 1.83 meter high chain-link fence topped with barbed wire outriggers that extend .46 meter above the height of the fence with a lockable, gated opening a minimum of 3.66 meters in width. The fence shall be a minimum of 10 meters from the facility. Provide an access road from the gate to the nearest road. Provide and install air conditioning in all offices for the facility and heat and ventilation for the remainder of the facility. Provide emergency eye-wash stations every other bay. Only provide floor trench drains in the Toilet rooms. Do not provide any floor drains in the vehicle maintenance bays.

Contractor is required after award to coordinate, setup, and facilitate design charrette with PM, CSTC-A customer, and COR within 15 days after NTP to design this GSE Communication and Armament Maintenance facility. Design charrette shall take place at the USACE HQ Qalaa House Compound in Kabul, unless otherwise changed to the Mazar-e-Sharif USACE office by the COR.

4.24.1 Design and construct the approximately **740 SM** **Communications Maintenance Facility** within the GSE Facility. The interior of the facility shall be divided into distinct areas including, but not limited to, Office and Conference Space, COMSEC repair and Storage, VHF Repair, HF Repair, Automation/Power Management Repair, Storage areas, and restroom facilities. All rooms entrance shall have single doors, unless otherwise noted. Provide wood work benches in all repair rooms. Outlets at work benches must have emergency shut off switches installed. Provide split pack air conditioning units for heating and cooling, and ceiling fans for air circulation.

Communications Maintenance Area

The Communication functions shall consist of the following areas;

1. VHF Office: 74 SM
2. HF Office: 74 SM
3. ComSec Repair and Storage: 142 SM
4. COMSEC Storage: 46 SM
5. Janitor Closet 2.5 SM

6. Toilets 22 SM
7. CMDR Office: 18 SM
8. Admin Office: 28 SM
9. Conference Room: 28 SM

4.24.2 Design and construct the approximately **1200 SM** **Armament Maintenance Facility** within the GSE Facility. The interior of the facility shall be divided into distinct areas including, but not limited to, Office space, Tank Turret Repair/Reactive Weapons Space, Artillery Repair Space, Weapons Storage, Weapons Cleaning and Bluing Spaces, Small Arms Repair, and restroom facilities. All offices shall have a single door. All Storage shop, maintenance, and mechanical spaces shall have double doors (except for Weapons Storage which shall have a single door). Provide and install two (2) exterior roll-up doors with a minimum size of 6.1 meters high and 4.57 meters wide in the Tank Turret Repair/Reactive Weapons Space. Provide and install one (1) exterior roll-up door with a minimum size of 6.1 meters high and 4.57 meters wide in the Artillery space. Construct Loading Dock with a minimum width of 10 meters and a depth of 3 meters adjacent to the Supply/ Receiving area. Provide concrete handstand in front of the roll-up doors at least 8 meters width and the entire distance of the Armament Maintenance facility.

Armament Maintenance Area

The Armament Maintenance functions shall consist of the following areas;

1. Weapons Storage: 100 SM
2. Weapons Cleaning: 100 SM
3. NCOIC Office: 18 SM
4. Janitor Closet: 2 SM
5. Toilet: 25 SM
6. Turret Artillery Room with Loading Doct: 400 SM minimum
7. Small Arms Repair Room with Receiving: 400 SM minimum

4.24.3 Design and construct the approximately **1665 SM** **Services Division Facility** within the GSE Facility. The interior of the facility shall be divided into distinct areas including, but not limited to, office and Conference Spaces, Welding/Machine Shop, Metal/Body Shop, Paint Shop, Direct Exchange, and restroom facilities. Provide and install four (4) exterior roll-up doors with a minimum size of 4.57 meters high and 3.66 meters wide in the Welding/Machine Shop (Welding/Machine Shop shall include the Metal/ Body Shop with two (2) exterior roll-up doors. Provide two (2) exterior roll-up doors with minimum size of 4.5 meters by 3.66 meters wide in the Direct Exchange area.
Provide fur (4) exterior roll-up doors in the Paint Shop. Minimum size of roll-up doors shall be 3 meter high and 2.4 meters wide. Provide one (1) 6.1 meter by 18.3 meter paint booth in the Paint Shop workspace. Provide for Class 1 Div. 1 explosion-proof lighting and receptacles, proper vapor containment and adequate ventilation.

Services Division Area

The **Services** functions shall consist of the following areas;

1. Paint Shop:400 SM minimum
2. Storage: 120 SM
3. Direct Exchange: 150 SM
4. Office 28 SM
5. Machine Storage: 100 SM
6. Office 25 SM
7. OIC Office 14 SM
8. NCOIC Office 21 SM
9. Office 28 SM
10. Toilet 25 SM
11. Break room: 40 SM
12. Welding/Machine Shop 800 SM minimum

4.24.4 Design and construct the approximately **870 SM** **Precision Measurement Equipment Laboratory (PMEL/TMDE)** within the GSE Facility. The interior of the facility shall be divided into distinct areas including, but not limited to, offices, Calibration and Repair Space, Technical Library, Cleaning room, shipping/Receiving, and restroom facility. Provide one (1) exterior roll-up door with a minimum size of 2.5 meters high and 3 meters wide. And canopied or covered vehicle access into the Shipping/Receiving space. Provide air lock entrance to the Calibration room.

The **PMEL/TMDE** functions shall consist of the following areas;

1. Shield Room: 20 SM
2. Equipment Storage: 20 SM
3. Mechanical Room: As required
4. Utility Room: As Required
5. Calibration room: 320 SM
6. Shipping & Receiving Area: 150 SM
7. Air Locks: As required
8. TMDE Chief Office: 15 SM
9. Asst TMDE Office: 9 SM
10. TMDE Supervisor / Driver : 18 SM
11. TMDE Supervisor/NCO: 15 SM
12. PC Chief: 10 SM
13. Technical Library: 20 SQ
14. Janitor Room: 8 SM
15. Toilet Room: 20 SM
16. Cleaning Room: 14 SM
17. Conference/ Break room 25 SM

4.25 POL STORAGE BUILDING.

Design and construct a **25 SM** POL storage building in accordance with the drawings contained in Appendix A. Windows shall be extruded aluminum. Exterior doors shall be insulated hollow metal. Provide forced air electric space heaters for heating and ceiling fans for air circulation.

4.26 GENERAL WAREHOUSE STORAGE

Design and construct **800 SM** general warehouse building(s) in accordance with the drawings contained in Appendix A. Windows shall be extruded aluminum. Exterior doors shall be insulated hollow metal. Interior doors shall be hollow metal. Provide forced air electric unit space heaters for heating and ceiling fans for air circulation. All interior walls shall be CMU construction; no gypsum wall board interior wall construction is allowed.

4.27 ARMS STORAGE BUILDING

Design and construct the **350 SM** arms storage building in accordance with the drawings contained in Appendix A. Exterior doors shall be heavy duty steel security grade. Provide wooden racks for storing long-arm weapons vertically. Racks shall not be furnished with locking bars. The facility shall be of solid reinforced concrete (200mm thick concrete roof slab and solid CMU wall) with no windows, high security door, and explosion-proof lighting. The Contractor shall provide power outlets in walls no more than 4 m apart. Concrete stoops shall be provided at all exterior doors. Wall mounted electric forced air AC units shall be used to maintain a minimum temperature of 18 degree Celsius during winter and maximum 30 degree Celsius during summer. The floor is smooth concrete finished with gray colored floor paint, walls, and ceilings flat paint finish.

4.28 VEHICLE WASH RACK

Design and construct **1292 SM** Vehicle Wash Rack in accordance with the drawings contained in Appendices, and UFC 4-214-03, Central Vehicle Wash Facilities.

Design and construct new pull thru concrete wash facility capable of servicing **10 vehicles** at one time. Each wash bay shall have an independent water hose connection that is of a freeze proof design connected to the nearest potable water source. The water source piping shall be sized to adequately support 10 bays in simultaneous operation. The Contractor shall design for adequate water pressure and flow rate as measured at the nozzle (75 psi and 25 gpm, per UFC 4-214-03, paragraph 4-8 (c)) to properly support wash facility operation. A pressure booster pump may be required and this shall be included in the contractor's proposal along with the proper pump enclosure to protect the pump from the elements. The facility shall be sized and capable of accommodating and to support a minimum loading of a 3-axle, **30,000** kg vehicle without failing. Each wash facility will be separated by a CMU partition. Each wash bay shall be **minimum 7.6 meters wide** and 7.6 meters high to allow adequate personnel access during washing operations. The wash facility shall not be inclined but rather be built on an elevated pad above the surrounding grade to prevent flooding by surface water runoff.

Each bay will have a separate drain that connects to a common drain pipe that is sized adequately to carry the waste water without blockage. A gravity fed oil/water separator shall be installed in a way that would allow periodic draining and maintenance. Each floor drain shall have a cover or grate that will prevent drain blockage cause by debris getting into the drain pipes. Drain pipes shall be extended away from the facility an adequate distance to prevent water saturation of the soil around the facility. Drain pipes will terminate into natural watercourses or ditches/drains formed during the construction of the wash facility. All drains shall have an adequate number of clean outs placed to facilitate maintenance. Contractor shall design and construct recirculation system for wastewater re-usage. Refer to the UFC 4-214-03 Central Vehicle Wash facilities for recirculation system to include but not limited to: Wash Facility, Sediment Basin, Equalization Basin, Dosing Tank, Intermittent Sand Filter, Water Quality Testing Value, Water Supply Basin attached to Makeup Water supply. Provide smooth concrete floor for the entire facility with broom finish.

All concrete shall be reinforced with rebar and shall be 5-7% air entrainment. Concrete surface finishes shall provide traction for pedestrians and vehicles. A concrete apron a minimum of **10 meters in width** extending the full length of the building shall be constructed on the entrance and exit of the wash facility.
The wash facility apron on the entrance and exit shall be pitched to drain water away from the entrance and exit of the facility.
All exposed piping shall be pitched to drain any standing water to prevent freezing, be capable to self draining or be of the freeze proof yard hydrant design. The potable supply line to the wash rack shall have a shut off valve that is clearly marked and protected from damage, flooding by surface runoff water and freezing.

Site grading will be necessary to connect the proposed wash facility location to the nearest existing street or roadway. Design and construct 10 meter wide aggregate by-pass road to the nearest street or roadway.

Provide bay length trenches and secondary trenches across door openings. Provide adequate wash bay ventilation to avoid condensation damage to building materials. Adjacent to the facility provide a Vacuum/Trash Island with three (3) permanent, outdoor, wet/dry vacuums, two (2) trash receptacles, and concrete stanchions to prevent vehicular damage to the equipment on the island. The exterior of the building shall include an adjacent parking area designed to accommodate two (2) trucks with low-boy trailers, two (2) large wheeled vehicles, and six (6) standard wheeled vehicles. There shall be adequate spacing around the Vacuum/Trash Island to simultaneously provide parking for one (1) large wheeled vehicle, and three (3) standard wheeled vehicles. An access road shall connect from the nearest road to the exterior roll-up doors at each Washing Station and the Vacuum/Trash Island.

Provide ditches and culverts along the wash facility location and entrance road as required to provide proper drainage of wash water. The ditches shall be sized to prevent erosion. At a minimum, bottom and side slopes of the ditches shall be lined with an average 150mm compacted or mortared aggregate (angular stone). The outlet from the ditch shall also be sized to prevent erosion. All calculations shall be clearly documented in the design analysis.

4.29 MWR GYM (OPTION ITEM)

Design and Construct a total **300 SM** multi-use athletic facility/ Gymnasium and meet the following requirements:

Provide 4 entries (including a double access door all with emergency push bars and kick plates (one entry in each corner of the facility).
Provide smooth concrete floor finish for the entire gym facility. Provide Rubber matting for Free Weight Area. Provide multiple purpose storage room. The interior of the building shall column free. Provide split unit heat pumps for heating, and cooling, and exhaust fans for air ventilation.

(2) Outside Volleyball Courts: Provide sand volleyball courts. Provide and install permanent pole sleeves, with removable tennis, and volleyball court poles and nets.

4.30 SECURITY ADMINISTRATION BUILDING

Design and construct the **320 SM** security administrations building in accordance with the drawings contained in Appendix A. The building shall include:

- One (1) Conference Room
- Six (6) Private Offices
- Two (2) Open Offices
- One (1) Toilet Facility includes 1 enclosed Western and 1 enclosed Eastern toilet each, 2 handwash sinks, and 2 urinals

Exterior doors shall be heavy duty steel security grade. The Contractor shall provide power outlets in walls no more than 4 m apart. Concrete stoops shall be provided at all exterior doors. Wall mounted split package electric forced air AC/Heat units shall be used to maintain a minimum temperature of 18 degree Celsius during winter and maximum 30 degree Celsius during summer. Finish flooring to be seal concrete and interior wall to be painted. All interior walls shall be CMU construction; no gypsum wall board interior wall construction is allowed.

4.31 GENERAL NON-ORGANIC VEHICLE MAINTENANCE FACILITY- two (9 double bays)

Design and construct two (2) **1630 SM** vehicle maintenance facility in accordance with the drawings contained in Appendices. The Contractor shall design and construct the Vehicle Maintenance Facility building incorporating **9** vehicle maintenance bays. Refer to 4.22 for other requirements and drawings.

4.32 GENERAL NON-ORGANIC VEHICLE MAINTENANCE FACILITY (9 double Bays) (Option Item)

Design and construct a **1630 SM** vehicle maintenance facility in accordance with the drawings contained in Appendices. The Contractor shall design and construct the Vehicle Maintenance Facility building incorporating **9** vehicle maintenance bays. Refer to 4.22 for other requirements and drawings.

4.35 BUNKERS

The contractor shall construct eight (8) 5ft x 5ft x 20 ft (1.52 m x 1.52 m x 6.09 m) x 6 inches (15 cm) thick in accordance to the Culvert Bunker drawings in the Appendix A. The actual size of the culvert will be dictated by

local availability. The bunker shall be constructed from steel-reinforced culvert sections with overlapping sandbags and covered with heavy duty plastic covers.

5.0 COMPLETION OF WORK

The total design/construction period will be **420** calendar days. The project is phased as outlined below. Items denoted as "PRIORITY" should take precedence in the design and construction period.

Work Items to be completed no later than **420** calendar days after NTP:

Base Bid

- Design Cost, Site Survey, and Master Plan
- As-Built Drawings
- Mobilization, Demobilization, and General Site Work
- Security Measures
- Potable Water Supply System (PRIORITY)
- Sanitary Sewer Collection and Treatment System (PRIORITY)
- Site Electrical Distribution System (PRIORITY)
- Primary Entry Control Point
- Road Network and Sidewalk
- Trash Collection Points
- Officer Barracks (PRIORITY)
- Enlisted Open Bay Barracks (PRIORITY)
- Dining Facility (DFAC) and Dry Storage Yard (PRIORITY)
- Battalion Headquarters Building/ Admin
- Toilet/Shower/Ablution/Laundry Facility (PRIORITY)
- Vehicle Refueling Point
- Motor Pool Gravel Parking
- CSB Organic Wheeled Vehicle Maintenance Facility (9 Double Bay)
- Communication Building
- GSE Communication and Armament Maintenance Facility
- POL Storage Building
- General Warehouse Storage
- Arms Storage Building
- Vehicle Wash Rack
- Security Administration Building
- General Non-Organic Wheeled Vehicle Maintenance Facility two (9 Double Bays)
- Bunkers

Option Items

- Perimeter Walls
- Guard Towers
- MWR GYM and outside volleyball courts
- General Non-Organic Wheeled Vehicle Maintenance Facility (9 Double Bays)
- Pave Access Road to the Camp Shaheen
- Additional General Warehouse Storage
- Water Well and Well House

6.0 SPARE PARTS

Refer to other sections herein for requirements.

7.0 REFERENCES

Refer to Section 01015 for required references.

-- End of Section --

SECTION 01015 TECHNICAL REQUIREMENTS – DESIGN/BUILD

1.0 GENERAL

1.1 COMPLIANCE

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 MINIMUM & ALTERNATE REQUIREMENTS

These design and product requirements are minimum requirements. The Contractor is encouraged to propose alternate design or products (equipment and material) that are more commonly used in the region; will be equally or more cost effective or allow for more timely completion, but furnish the same system safety, durability, ease of maintenance and environmental compatibility. The Contractor will be required to submit information as requested by the Contracting Officer to make a comparison of the proposed alternate. All variations of approved designs must be approved by the Contracting Officer.

1.3 ASBESTOS CONTAINING MATERIALS

Asbestos containing material (ACM) shall not be used in the design and construction of this project. If no other material is available which will perform the required function or where the use of other material would be cost prohibitive, a waiver for the use of asbestos containing materials must be obtained from the Contracting Officer.

1.4 SAFETY

1.4.1 Unexploded Ordnance (UXO)

1.4.1.1 UXO/Mine Discovery during Project Construction

It is the responsibility of the Contractor to be aware of the risk of encountering UXO and to take all actions necessary to assure a safe work area to perform the requirements of this contract. If during construction, the contractor becomes aware of or encounters UXO or potential UXO, the contractor shall immediately stop work at the site of encounter, move to a safe location, notify the COR, and mitigate any delays to scheduled or unscheduled contract work. Once the contractor has informed the COR, the contractor will await further direction. 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.

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

1.4.1.1 Explosives Safety

1.4.1.1.1 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.

1.4.1.1.2 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.

1.4.1.2 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.

1.5 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.

1.6 TEMPORARY STRUCTURES

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

1.7 SUBCONTRACTORS

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

1.8 LIST OF CODES AND TECHNICAL CRITERIA:

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

AABC - Associated Air Balance Council (National Standards for total System
Balance)
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 Handbooks: Fundamentals; HVAC Systems and Equipment; HVAC Applications; Refrigeration.
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
American Water Works Association (AWWA) 100-6 Water Wells
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, 2006 or latest edition (and its referenced codes including those inset below)
IEEE C2, National Electrical Safety Code (NESC), latest edition
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 (NESC), Institute of Electrical and Electronic Engineers (IEEE C2), 2002 edition
NFPA 10, Portable Fire Extinguishers, 2002 edition
NFPA 30, Flammable and Combustible Liquids Code, 2003 edition
NFPA 30A, Code for Motor Fuel Dispensing Facilities and Repair Garages, 2003 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, 2006 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
TM 5-811-1 Electrical Power Supply and Distribution
UFC 1-200-01, Design: General Building Requirements, 20 June 2005
UFC 1-300-07A Design Build Technical Requirements
UFC 3-220-03FA, Soils and Geology Procedures for Foundation Design of Building and Other Structures, 16 Jan 2004
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 & Industrial Wastewater Collection: Gravity Sewers, 16 Jan 04
UFC 3-240-09FA, Domestic Wastewater Treatment Systems, January 2004
UFC 3-260-01, Airfield and Heliport Planning and Design, 1 Nov 2001 with changes dated 19 May 2006
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 3-410-04N, Industrial Ventilation, 25 October 2004
UFC 3-420-01, Plumbing Systems Design, 19 June 2003
UFC 3-430-01FA, Heating and Cooling Distribution Systems, 27 July 2003
UFC 3-460-01, Petroleum Fuel Facilities, 16 January 2004
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 3-535-01, Visual Air Navigation Facilities, 17 November 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
UFC 4-022-01, Security Engineering: Entry Control Facilities/Access Control Points, 25 May 2005
UFC 4-214-03, Central Vehicle Wash Facilities, 16 January 2004
UFC 4-722-01, Design: Dining Facilities, 27 January 2003
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
US Environmental Protection Agency (USEPA) 625/1-83/015, Design Manaual: Municipal Wastewater Stabilization Ponds, 1983.
US Environmental Protection Agency (USEPA) 625/R-00/0085, Onsite Wastewater Treatment Systems Manual, February 2002.

The publications to be taken into consideration shall be those of the most recent editions.
Unified Facility Criteria (UFC) is available online at http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4

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.

2.0 SITE DEVELOPMENT

2.1 GENERAL

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

2.2 ENVIRONMENTAL PROTECTION

2.2.1 Applicable regulations

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

2.2.2 Notification

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

2.2.3 Spillages

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

2.2.4 Disposal

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

2.3 CIVIL SITE DEVELOPMENT

2.3.1 Site Plan

The contractor shall prepare plat or plan of property as part of the design package consisting of a Boundary Survey of Camp Gardez located in Paktya Province in the city of Gardez, Afghanistan. Site address is as follows, at the northwest end of Gardez Garrison. The survey shall show the closure of the property boundary consisting of identifying all property corners, establishing horizontal and vertical control listing all bearing and distances of property lines from the centerline of all adjacent roads. The contractor shall place property corner markers and a monument on the property showing site elevations, coordinate grid systems and WGS 84 latitude longitude. This survey shall meet the requirements of World Geodetic System 1984 (WGS 84 UTM Zone 42 S) in decimal degrees. The survey design shall include a topographic map showing locations of all building corners, structures, major trees, road names, dimensions, and easements, right of way, setbacks, parking and paved areas, storage containers, stoops, sidewalks and walkways, underground and above-ground utilities, and Bunker locations. The contractor shall identify and show perimeter security walls, fences, hesco barriers, guard towers, and entry control point structures. The Contractor shall locate all facilities in general agreement with drawings included and any requirements in the Scope of Work, Section 01010. All site features shall be clearly defined and dimensioned on the site plan. Buildings shall be provided access for emergency, service, and fire fighting vehicles. Roads and parking areas shall be designed for the 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 largest vehicle's worst case turning radius. Design and construction of roads and pavements shall be based upon recommendations from the 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 S

2.3.2 Demolition

Demolition shall include removal of all structures, foundations, pavements, and utilities, and clearing and grubbing. All refuse and debris shall be disposed of off site at a site approved by the Contracting Officer. 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 salvage.

Demolished fencing and concertina wire shall be neatly rolled up for reuse by the host government. Likewise, used fence posts and outriggers shall be neatly stockpiled for reuse by the host government. Holes and depressions shall be backfilled. Fill materials shall be composed of satisfactory soils or aggregates defined in ASTM D 2487 as GW, GP, GM, SP, SM, SW, CL-ML. Minimum soil compaction shall be 95 percent of maximum density as defined in ASTM D 1557.

2.3.3 Site Grading & Drainage

The contractor will provide all necessary 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 ground floor finished elevation shall be a minimum 150mm above adjacent grade and outside grade shall slope away from the building on all sides at a minimum slope of 5% for a distance of 3 meters. 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, SC, and CL-ML. Minimum soil compaction shall be 95 percent of maximum density as defined in ASTM D 1557.

2.3.4 Paving

Roads

Paved roads are required within the base 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 TM 5-822-2 and TM 5-822-5. Installation roads subgrade shall be scarified and compacted to 95% proctor density. Base course shall be minimum 250 mm (10 inch) compacted to 100% of laboratory maximum dry density, and surfaced with a minimum 75 mm (3 inch) hot mix asphalt concrete, unless otherwise noted. 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 notify the Contracting Officer immediately if required lengths of road or preexisting conditions are determined to be substantially or materially different than the above-described conditions or estimates.

2.3.4.1 Site Grading Plan

Preliminary investigation indicates there may be a need for minor drainage structures due to existing wadi(s) at the site. The contractor shall design a site grading plan that provides positive drainage and minimizes the requirement for major structures in a cost effective manner.

2.3.4.2 Parking Areas and Motor Pools

Contractor shall construct aggregate surfaced parking and storage areas. Subgrade shall be scarified and compacted to 95% proctor density. Aggregate base course shall be 150mm (6 inches) for parking areas, and 250mm (10 inches) for motor pools. Aggregate Base Course (ABC) material must be well graded, durable aggregate uniformly moistened and mechanically stabilized by compaction. Degree of compaction shall be expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557or equivalent DIN, BS, or EN standards.

2.4 FORCE PROTECTION DESIGN

The Contractor shall design and construct force protection measures to include a complete perimeter wall, Guard Towers, Compound Illumination System, Security Communication Systems and Entry Control Points (ECP). ECP shall be composed of a Primary ECP. The Force Protection design shall incorporate minimum setbacks for new facilities to maximum extent possible as permitted by size of the site and the requirements of the user. Force protection design shall be in accordance with Joint Security Directorate Antiterrorism/Force Protection Guide, March 2002. Force Protection design shall also meet the requirements of UFC 4-010-01, Design: Minimum DoD Antiterrorism Standards for Buildings, 8 Oct 2003 and UFC 4-010-02, DoD Minimum Antiterrorism Standoff Distances for Buildings, 8 Oct 2003 and Joint Security Directorate Antiterrorism/Force Protection Guide, March 2002.

See Appendix A for Gate House, Guard Shack, and Guard Tower building designs and standard details for Perimeter Security wall, and Active and Passive Vehicle Barriers.

2.4.1 Perimeter Security Wall

Provide Reinforced Cement Concrete RCC walls with a core 300mm thick and 100 mm of sand toned stucco on each side core, see Appendix A for detail. Walls shall be constructed around the perimeter of the site. The height of the walls shall measure at least 3.0 meters from the inside grade and inside grade shall in all cases be higher than outside grade. The wall shall be capped with a precast concrete capping. Steel outriggers to support barbed wires and a single-coil concertina style razor wire shall be provided and installed by the contractor; sniper screen is generally not required for the wall. Site grading must slope away from the walls for at least a distance of 5 meters. The wall shall be designed to prevent visual access to the inside of compound by all pedestrian and vehicular traffic outside the compound which may require the wall to be built at a higher level in some locations.

2.4.1.1 Perimeter Wall Access Gates

2.4.1.1.1 Swinging Gates

Gates shall be swing type and be constructed of steel and be a pair of 3.65 m wide x 2.4 m high steel leaves, constructed of 6mm steel plate skins, steel tube frame, and steel tube intermediate posts and rails. Gate design shall insure it is dimensionally stable, square, true and planar. Gate leaves shall not rack, shake or deflect during operation and the hinges are to be designed and constructed to support the entire weight of each leaf. Gates shall have a sufficient number of hinges, anchor mounted to the exterior masonry walls, to support each gate leaf. Provide a locking mechanism that holds the gates together when in the closed position as well as a drop bolt that engages a steel sleeve embedded in the pavement.

2.4.1.2 Outriggers

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

2.4.1.3 Reinforced Barbed Tape

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

2.4.1.4 Chain-Link Fence and Gates

Provide chain-link fence and gates around Well House, all vehicle maintenance facilities including GOV parking and all facilities with fencing requirements per 1010 and 1015. Fence and gate fabric shall be No. 9 gage wires woven into a 50 mm diamond mesh. Fabric shall be coated with 366 grams per square meter zinc galvanizing. Posts shall be ASTM F 1083 Pipe, Steel, Hot Dipped Zinc Coated (Galvanized) Welded or equal. Top of fence and gates shall be provided with outriggers and reinforced barbed tape as indicated above. Post sizes shall be as shown on drawings.

The gates shall be swing type. Hinged gates shall be a pair of 3.65 m wide x 2.4 m high leafs, constructed of a steel tube frame and steel tube intermediate posts and rails. The design of the gates shall insure that it is dimensionally stable, square, true and planar. Gate leafs shall not rack or deflect when turning on its hinges. Gates shall have a sufficient number of hinges, anchor mounted to the exterior masonry walls, to support each gate leaf. Provide a

locking mechanism that holds the gates together when in the closed position as well as a drop bolt that engages a steel sleeve embedded in the pavement.

2.4.1.5 Sniper Screen

Sniper screen material will be ultraviolet light resistant and guaranteed against sunlight degradation for five years. Material will allow wind to blow through, without stretching the material, or distorting the frame. Sniper screen material will be fastened to standard galvanized fencing (see above) mounted to a rigid frame. The frame shall be securely embedded into the top of the wall. Frame components shall conform to ASTM F 1083, Steel Pipe, Hot Dipped Zinc Coated (Galvanized Welded).

2.4.2 Entry Control Point (ECP), Primary

Primary ECP shall be laid out and constructed by the Contractor to facilitate secure entrance of authorized vehicles into the compound. A Gate House shall be provided inside the compound as part of the Primary ECP. Entrance to the Primary ECP shall be paved, and shall have a single-leaf manually operated sliding steel gate or a two-leaf steel swinging gate. The gate shall be considered the Active Vehicular Barrier (AVB). A drop arm and guard shack shall be provided and located at a distance of one and a half vehicles away from the entrance to serve as a checkpoint. Jersey Barriers or other approved alternatives shall be used to design and construct a Passive Vehicular Barrier (PVB) beyond and away from the checkpoint to significantly slow down approaching vehicles. The PVB shall be laid out to force approaching vehicles into a snake-like manoeuvre while approaching the checkpoint and to significantly slow them down. See Appendix A for Gate House (Reception Building) and Guard Shack drawings.

Provide a rejection lane after vehicle inspection and before entrance to the compound.

2.4.2.1 Vehicle Barriers

2.4.2.1.1 Active Barriers - Drop Arm Gates

The height of the beam shall be a minimum of 30 inches above finished grade. The crash beam must be capable of blocking a minimum road width of 4.0 meters. The crash beam shall be manually raised and lowered with less than 30 pounds of force. The end of the crash beam should include a locking pin with padlock acceptance for securing the beam when it is in the down position capable of stopping large (10,000 lb.) trucks, in addition to heavy duty steel gates into the compound.

2.4.2.1.2 Active Barriers – Tire Shredder

Additional active barriers shall be tire shredder type with manual latch down capability. Shredders shall extend the entire width of the roadway opening where installed. At minimum provide one shredder at rejection lane entrance to prevent unauthorized gate access.

2.4.2.1.3 Active Barriers – Cable Lift Barrier

A Cable Lift Gate will be provided in addition to the sliding gate. Cable lift gate will normally be in the raised (deployed) position. Cable lift gate shall be certified to stop a 6,800 KG truck travelling 80 KPH. Shall be able to balanced by counterweights so it can be manually raise or lowered by one man in seconds. Deployed height will be at least 1 M. Cables shall be a minimum of 25mm diameter braided steel.

2.4.2.1.4 Passive Barriers - Concrete

Barriers shall be concrete blocks of one meter by one meter by one meter dimensions. Similar arrangements of large stones (one cubic meter size), jersey barriers or equal sized obstacles may be used.

2.4.2.1.5 Passive Barriers – Hesco Barriers

Hesco barriers shall be made of geo-textile fabric shall be 2mm (0.08”) non-woven polypropylene and bound with 8 gauge galvanized steel wire mesh size 7.62 cm (3”) grid. The coil hinges and joining pins shall be 8 gauge hardened steel. Fill material shall be a mixture of sand and gravel. The gravel shall not be more than 1.8 cm (¾”) in size. The materials shall be compacted in lifts no greater than 25 cm (10”).

Bastions shall be provided with suitable foundations as recommended by the manufacturer depending on the height, and filled with a sand & gravel mixture. Provide a gravel base at least 50 cm (20”) deep, and extending around the bottom edge of the barrier by at least 50 cm (20”), for proper support and drainage. The gravel base material shall have no stones large than 2.5 cm (1”), due to the risk of becoming projectiles in a blast.

Protection from UV light shall be provided with an application of a protective coating such as UV CAM, cement slurry not greater than 0.3 cm (1/8”) thick. The cement slurry is a mixture of cement powder and water, mixed to a proportion of 1:1, but this may be adjusted to suit the application method. Sand may also be added as necessary.

Submittal Requirements:

a. The manufacturer of this product must have been in this business for at least 5 years.

b. Installers must be certified by the manufacturer.

c. Welded mesh and wire must be ASTM A641 Class 3

d. Geo-textile shall be ASTM D4632, D6241, D4355, D4751 & D4491.

e. Structural calculations must be prepared by a licensed engineer and must be submitted and approved by the Government prior to installation

2.4.3 Entry Control Point (ECP) stand off- NOT USED

2.4.4 Loudspeakers and Alarm System

Install Loud Speaker & Alarm System that can alert the entire compound via panic button from any tower or guard post station. Speaker & Alarm System shall be exterior grade components to withstand severe weather conditions of cold, heat, rain, sleet, and dust storms, and speech transmitted shall be completely understandable during these conditions from any point within the compound. All wires shall be installed in conduits.

2.5 CIVIL UTILITIES

2.5.1 General

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

2.5.2 Water

2.5.2.1 General

Infrastructure design and construction shall serve the demand. The Contractor shall install water distribution mains, branches, laterals, lines and service connections to include all pipe, valves, fittings and appurtenances. Exterior

water line construction shall include service to all buildings as described in the Scope of Work Section 01010. 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 non-potable (tank truck) and potable (bottled or other reliable source) consumption. Provide a minimum of one (1) outside water hydrant (hose spigot) for any building or facility for which a water supply is provided for landscaping purposes. This effective population as stated in Section 01010 shall be multiplied by a capacity factor of 1.5 to develop a design population to account for future growth and peak demand, per UFC 3-230-07a, paragraph 1-3, and UFC 3-230-03a, paragraph 3-1.

2.5.2.2 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:

WATER QUALITY ANALYSIS TABLE

Physical Characteristics

Color	Temperature
Threshold odor number	pH value
Turbidity	

Chemical Characteristics (Expressed as mg/L)

Arsenic	Total Hardness as CaCO(3)
Barium	Cadmium
Chromium	Copper
Lead	Mercury
Selenium	Silver
Zinc	Sulphates as SO(4)
Fluoride as F	Chlorides as C1
Manganese as Mn (dissolved and total)	Conductivity
Iron as Fe (dissolved and total)	Nitrites as NO(2)
Total Dissolved Solids	Nitrates as NO(3)
total coliform/fecal coliform (bacteria)	

2.5.2.3 Well House and water well

Construct a permanent insulated water well house with concrete slab floor at a new well site. . The floor of the well house shall slope away from the casing at approximately 3 mm per 300 mm and drain to the outside through pipes at each corner. Pipes shall be fitted with screens. Elevation of floor of the well house shall be minimum 150mm above grade. The well casing will extend a minimum 50cm above the floor of the well house. The well house design should be such that the wells pump, motor and drop pipe could be removed readily. Provide an insulated roof hatch directly above the well casing with hasp and lock. The well house shall protect valves and pumping equipment plus provide freeze protection for the pump discharge piping beyond the check valve. The well house shall be insulated and a heating unit installed. The entry door shall be made of heavy duty metal and metal frame with no louvers. The well shall be protected from unauthorized use by a security fence with lockable gate. Provide outriggers, barbed wire and concertina wire on fence and gate. See Appendix A for Well House concept drawings.

The water well shall be developed per AWWA 100-06 Water Wells, UFC 3-230-03a and UFC 3-230-07a.

Design shall observe safety setback distances between pollution sources and water wells given in UFC 3-230-07a, Table 5-2. Petroleum products in underground and/or above ground tanks should be located at least 100 feet away from wells.

2.5.2.4 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.

2.5.2.5 Service Booster Pumps

Contractor shall provide a booster pump station with end suction or split case double suction horizontal split case (frame mounted) centrifugal pumps arranged in parallel for pumping water storage into the main distribution system. The pumps and controls shall be designed to supply and maintain acceptable system pressure throughout the distribution network given the full range of flow conditions (low flow to peak). For conditions of low demand and to prevent short cycling of primary pumps, provide a low demand jockey pump with capacity of one-third (1/3) of the Average Daily Demand (ADD). Each booster pump, two (2), shall be capable of delivering 2.5 times (2.5x) the ADD. Provide suitable expansion tank. The suction side of the service booster pumps shall have an eccentric reducer and gate valve installed. The discharge side shall have a gate valve, check valve between the pump and the gate valve and concentric reducer, pressure gage and air relief valve.

2.5.2.6 Water Storage Tank

Contractor shall provide a circular steel or circular concrete ground storage reservoir (GST) to be located on the ground surface. Volume of the GST shall be a minimum storage volume of a full days demand. The Contractor shall verify storage volume requirements based on final design population. The storage facility shall be located above drainage areas and locations subject to flooding as approved by the Contracting Officer. The storage facility shall be located on the higher elevations of the site to promote gravity flow and reduce pumping requirements. Overflow and air vents shall be screened so that birds, rodents and debris cannot enter the reservoir.

2.5.2.7 Disinfection & Chlorination System

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

2.5.2.8 Chlorine Shelter

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

2.5.2.9 Pump House

Contractor shall provide a booster pump station with two end suction or split case double suction horizontal split case (frame mounted) centrifugal pumps arranged in parallel for pumping water storage into the main distribution system. The pumps and controls shall be designed to supply and maintain acceptable system pressure throughout the distribution network given the full range of flow conditions (low flow to peak). For conditions of low demand and to prevent short cycling of primary pumps, provide a hydro-pneumatic tank. Each booster pump shall be capable of delivering **twice the ADD to the system. The suction side of the service booster pumps shall have an eccentric reducer and gate valve installed. The discharge side shall have a gate valve, check valve between the** pump and the gate valve and concentric reducer, pressure gage and air relief valve.

The disinfection and chlorination system shall be located in the pump hosue.

2.5.3 Water Distribution System

2.5.3.1 General

To calculate Average Daily Demand (ADD) use an estimated per capita usage rate of 190 L or 50 gallons per day, the effective population is multiplied by a capacity factor of 1.5 to achieve a design population. The design Population is then multiplied by the estimated per capita usage rate to obtain the ADD. The 1.5 Capacity Factor will account for future growth and peak demand.

The Contractor shall provide a water distribution system described as follows: Pipe diameters used in the network shall be 300mm (12 inch), 250mm (10 inch), 200mm (8 inch), 150mm (6 inch) and 100mm (4 inch), as calculated, using ductile iron (DI) conforming to AWWA C151, installed in accordance with C 600 or polyvinyl chloride (PVC) as per ASTM D 1784 and 1785. All pipes and joints shall be capable of at least 1.03 MPa (150 psi) and 1.38 MPa (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). Refer to UFC 2-230-10a, Chapter 8, when designing for maximum flow.

The water pressures shall be in the range of 276 – 414 kPa (40-60psi) to all building connections. M**aximum pressure shall be 517kPa (75psi)**. If high pressures (greater than 690kPa, 100 psi) 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 flush valves installed for periodic flushing of the line. Any pipe with a blow off or flush valve the line shall be at least 150mm (6 inch) in diameter. Contractor shall provide a system analysis to determine that water pressures are in the range specified above.

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 extending out to 1m from each road edge.

2.5.3.2 Pipe

The Contractor shall provide pipe of adequate strength, durability and be corrosion resistant with no adverse effect on water quality. The exterior surface of the pipe must be corrosion resistant. If the pipe is installed underground pipe shall be encased with polyethylene in accordance with AWWA C105. Water distribution pipe material shall be PVC or Ductile Iron (DI). Ductile iron pipe shall conform to AWWA C104, etal. DI fittings shall be suitable for 1.03MPa (150psi) pressure unless otherwise specified. Fittings for mechanical joint pipe shall conform to AWWA C110. Fittings for use with push-on joint pipe shall conform to AWWA C110 and C111. Fittings and specials shall be cement mortar lined (standard thickness) in accordance with C104. Polyvinyl Chloride (PVC) pipe shall conform to ASTM D 1785. Plastic pipe coupling and fittings shall be manufactured of material conforming to ASTM D 1784, Class 12454B. PVC screw joint shall be in accordance with ASTM D 1785, etal, Schedules 40, 80 and 120. PVC pipe couplings and fittings shall be manufactured of material conforming to ASTM D 1784, Class 12454B. Pipe less than 80mm (3 inch), screw joint, shall conform to dimensional requirements of ASTM D schedule 80. Elastomeric gasket-joint, shall conform to dimensional requirements of ASTM D 1785 Schedule 40, All pipe and joints shall be capable of 1.03 MPa (150psi) working pressure and 1.38 MPa (200psi) hydrostatic test pressure. Contractor shall not use either the uPVC or HDPE for any of the water pipes.

2.5.3.3 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 concrete thrust blocking, unless otherwise approved.

2.5.3.4 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 1.38 MPa (200 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.

2.5.3.5 Leakage Test

Leakage tests shall be conducted after all pressure tests have been satisfactorily completed. The duration of each leakage test shall be at least 2 hours, and, during the test, water lines shall be subjected to not less than 1.38 MPa (200 psi). 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 all air expelled. Pipe installation will not be accepted if leakage exceeds the allowable leakage, as determined by the following formula:

L = 0.0001351ND (P raised to 0.5 power), where
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.

2.5.3.6 Bacteriological Disinfection

2.5.3.6.1 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 blow off or flush valve on the line shall be opened and closed several times.

2.5.3.6.2 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.

2.5.3.6.3 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.

2.5.3.6.4 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.

2.5.3.6.5 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. Pressure and leakage testing may be conducted concurrently, 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.

2.5.3.7 Valves

Valves (Gate valves w/box) shall be placed at all pipe network tees and cross intersections, and the number of valves shall be one less than the number of lines leading into and away from the intersection. For isolation purposes valves shall be spaced not to exceed 3600 mm (12 feet). Gate valves shall be in accordance with AWWA C 500 and/or C509. Butterfly valves (rubber seated) shall be in accordance with C504 etal. The valves and valve boxes shall be constructed to allow a normal valve key to be readily used to open or close the valve. Provide traffic-rated

valve boxes. Provide concrete pad, 1 meter (3'-4") square, for all valve boxes.

2.5.3.7.1 Vacuum and Air Release Valves

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

2.5.3.7.2 Blow-Off Valves

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

2.5.3.8 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.

2.5.4 Sanitary Sewer

2.5.4.1 General

There are no functional or salvageable sanitary sewer collection, treatment or disposal facilities at this *CSB* 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. Concrete cover will extend out to at least 1 m from each road edge.

Exterior sanitary sewer line construction shall include service to all buildings as described in the Scope of Work Section 01010. Contractor shall design sanitary sewer collection system using approved field survey data and finished floor elevations. Depending upon the topography and building location, the most practical location of sanitary sewer lines is along one side of the street. In other cases they may be located behind buildings midway between streets. Main collection sewers will follow the most feasible route to the point of discharge. The sewer collection system shall be designed to accommodate the initial occupancy and a reasonable expansion capability. All sewers shall be located outside of the roadways as much as practical, and minimize the number of roadway crossings. 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:

a. Follow slopes of natural topography for gravity sewers.
b. Check subsurface investigations for groundwater levels and types of subsoil encountered. If possible, avoid areas of high groundwater and the placement of sewers below the groundwater table.
c. Avoid routing sewers through areas which require extensive restoration or underground demolition

d. Depending upon the topography and building locates, 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. The intent is to provide future access to the lines for maintenance without impacting vehicular traffic.
e. Avoid placing manholes in low-lying areas where they could be submerged by surface water or subject to surface water inflow. In addition, all manholes shall be constructed 50 mm higher than the finished grade, with the ground sloped away from each manhole for drainage.
f. Sewer lines shall have a minimum of 800 mm of cover for frost protection.
g. Locate manholes at change in direction, pipe size, or slope of gravity sewers.
h. Sewer sections between manholes shall be straight. The use of a curved alignment shall not be permitted.
i. If required by the design, locate manholes at intersections of streets where possible. This minimizes vehicular traffic disruptions if maintenance is required.
j. Sewer lines less than 1.25 meters deep under road crossings shall have a reinforced concrete cover of at least 150mm thickness around the pipe or shall utilize a steel or ductile iron carrier pipe. It is recommended to continue the reinforced concrete cover or carrier pipe a minimum of one (1) meter beyond the designated roadway.
k. Verify that final routing selected is the most cost effective alternative that meets service requirements.

2.5.4.2 Protection of Water Supplies

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

2.5.4.2.1 a. Sanitary sewers shall be located no closer than 15m (50 feet) horizontally to water wells or earthen reservoirs to be used for potable water supply.
2.5.4.2.2 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 1.8m (6 feet).
2.5.4.2.3 Sanitary sewers crossing above potable water lines shall be constructed of suitable pressure pipe or fully encased in concrete for a distance of 2.7m (9 feet) on each side of the crossing. Pressure pipe will be as required for force mains in accordance with local standards and shall have no joint closer than 1m (3 ft) horizontally to the crossing, unless the joint is fully encased in concrete.
2.5.4.2.4 Depressed sewers crossing potable water lines must be installed below the water line with a minimum vertical clearance of 600mm (2 feet). Sewer joints will not be closer horizontally than 1 meter (3 feet) to the crossing, unless the joints are fully encased in concrete as required above.

2.5.4.3 Quantity and Quality of Wastewater

The Contractor shall verify the average daily flow considering both resident (full occupancy) and non-resident (8hr per day) population. The average daily flow will represent the total waste volume generated over a 24-hour period, and shall be based on 80% of total ADD.

Design criteria guideline shall be based on average influent wastewater characteristics as follows:

BOD_5 = 600 mg/l

TSS = 685 mg/l

TKN = 80mg/l

Criteria Effluent Limitations for Direct Discharge

BOD_5
The 30-day average will not exceed 30 mg/L.
The 7-day average will not exceed 45 mg/L.

$CBOD_5$ may be substituted for BOD_5. In those cases the following limits will apply:
30-day average will not exceed 25 mg/L.
The 7-day average will not exceed 40 mg/L.

Note: Parameter $CBOD_5$ limit, if substituted for the parameter BOD_5, should be at least 5 mg/L less than each numerical limit for the 30 day and 7 day average for the BOD_5 limit. The $CBOD_5$ test procedure suppresses the nitrification component in the BOD_5 test procedure, thereby reducing the value or effects and lowering the oxygen demand.

TSS
The 30-day average will not exceed 30 mg/L.
The 7-day average will not exceed 45 mg/L.

pH
The effluent pH values will be maintained between 6.0 and 9.0.

2.5.4.4 Gravity Sewer

Sanitary sewers shall be designed to flow at a maximum in the following way: Trunk Sewers and Mains – 80 percent full. Sanitary sewer velocities shall be designed to provide a minimum velocity of 0.6 meters per second (mps) or 2 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 flow rate. Pipe slopes shall be sufficient to provide the required minimum velocities and depths of cover on the pipe. Sanitary sewer velocities shall not exceed 3mps or 10 ft/sec.

Gravity sewer pipe shall be installed between manholes in straight and true runs with constant slope and direction. Provide adequate cover, minimum 800 mm (2'-8") for frost protection; minimum cover of 1200 mm (4'-0") shall be required to protect against potential traffic loads.

Sanitary sewer mains and laterals shall have a minimum slope of 1% for sizes 100 mm (4") to 200 mm (8"). For sizes larger than 200 mm (8") minimum slope shall be 0.5%. Under no circumstances shall the gravity sanitary sewer mains and laterals be constructed at slopes less than the minimum stated above.

2.5.4.5 Manholes

The Contractor shall provide standard depth manholes (MH), (depth may vary) an inside dimension of 1.2m (4 ft). Manholes shall be made of cast-in-place reinforced concrete with reinforced concrete cover. Alternate pre-cast manhole option shall taper to a 750 mm (30-inch) cast iron frame that provides a minimum clear opening of 600 mm (24 inches). In every case, the manholes, frames and covers shall be traffic rated, H-20 load rating. All manholes shall be provided with a concrete bench with a flow line trough, smoothly formed to guide waste flow to the outlet pipe from the inlet pipe(s). The top surface of the bench shall be above the crown of all pipes within the manhole. All surfaces of the bench shall be sloped smoothly toward the trough to guide flow, even under peak flow conditions.

Sanitary sewer lines shall enter at the manhole flow line. No internal drop structure shall be permitted. Contractor shall compact the base of the manhole to 95 % of MDD prior to construction.

2.5.4.5.1 Manhole Design Requirements

Manholes are required at junctions of gravity sewers and at each change in pipe direction, size or slope, except as noted hereinafter for building connections. Manholes are also required at all starts of the main line.

2.5.4.5.2 Spacing

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

2.5.4.5.3 Pipe Connections

The crown of the outlet pipe from a manhole shall be on line with or below the crown of the inlet pipe.

2.5.4.5.4 Frames and Covers

Frames and covers shall be cast iron, ductile iron or reinforced concrete, traffic rated in any case to an H-20 load rating. Cast iron frames and covers shall be traffic rated, circular with vent holes.

2.5.4.5.5 Steps for Manholes

Steps shall be cast iron, polyethylene coated, at least 15mm (5/8 in) thick, not less than 400mm (16 in) in width, spaced 300mm (12 in) on center.

2.5.4.6 Pipe

Pipe shall conform to the respective specifications and other requirements as follows: Provide Polyvinyl Vinyl Chloride (PVC) conforming to ASTM D 3034, Type PSM with a maximum SDR of 35, size 380 mm (15inch) or less in diameter. PVC shall be certified as meeting the requirements of ASTM D 1784, cell Class 12454 B. Under no circumstance shall the Contractor use uPVC or HDEP. This shall not be permitted.

2.5.4.6.1 Fittings

Fittings shall be compatible with pipe supplied and shall have a strength not less than that of the pipe. Fittings shall conform to the respective specifications and requirements as follows: provide PVC fittings conforming to ASTM D 3034 for type PSM pipe.

2.5.4.6.2 Joints

Joints installation requirements shall comply with the manufacturers installation instructions. Flexible plastic pipe (PVC or high density polyethylene pipe) gasketed joints shall conform to ASTM D3212.

2.5.4.6.3 Branch Connections

Branch connections shall be made by use of regular fittings or solvent-cemented saddles as approved. Saddles for PVC pipe shall conform to Table 4 of ASTM D 3034.

2.5.4.6.4 The minimum depth of the cover over the pipe crown shall be be 0.8m (2 ft 8”).

2.5.4.6.5 Building Connections and Service Lines

Building connections and service lines will be planned to eliminate as many bends as practical and provide convenience in rodding. Bends greater than 45 degrees made with one fitting should be avoided; combinations of elbows such as 45-45 or 30-60 degrees should be used with a cleanout provided. Connections to other sewers will be made directly to the pipe with standard fittings rather than through manholes. However, a manhole must be used if the connection is more than 31m from the building cleanout. Service connection lines will be a minimum of 150 mm (6 inch) diameter and laid at a minimum 1% grade, but up to 2% as design parameters dictate. Service laterals shall be 200 mm (8 inch) and sloped to maintain the minimum velocity as described in paragraph “Gravity Sewer.”

2.5.4.6.6 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 150mm (6 in). Cleanouts shall be located within 1m from the building.

2.5.4.6.6.1 Grease Interceptors

Grease interceptors are used to remove grease from wastewater to prevent it from entering the sanitary sewer and septic systems. All Dining Facilities (DFACs) shall incorporate preliminary treatment with use of a grease interceptor prior to the sanitary sewer system. The grease interceptor shall be of reinforced cast-in-place concrete, reinforced precast concrete or equivalent capacity commercially available steel, with removable three-section, 9.5 mm checker-plate cover, and shall be installed outside the building. Steel grease interceptors shall in be installed in a concrete pit and shall be epoxy-coated to resist corrosion as recommended by the manufacturer. Concrete shall have 21 MPa minimum compressive strength at 28 days. The grease interceptor shall connect to the sanitary sewer system.

Provide access and adequate turnaround area capable of handling a pump truck to the grease interceptor. Install bollards around the grease interceptor. Under no circumstance shall the grease interceptor be installed inside the building. Provide outside water spigot for cleaning.

2.5.4.6.7 Field Quality Control

2.5.4.6.7.1 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 and ASTM 969.

Low-pressure air tests: Perform tests as follows:

(a) 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;

(b) Ductile-iron pipe: Test in accordance with the applicable requirements of ASTM C 924M, ASTM C 924. Allowable pressure drop shall be as given in ASTM C 924M, ASTM C 924. Make calculations in accordance with the Appendix to ASTM C 924M, ASTM C 924;

(c) 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.

2.5.4.6.8 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.

2.5.5 Wastewater Treatment System

The Contractor shall design and construct a new aerated Waste Water Treatment Lagoon system next to the existing system located at Mazar-e-Sharif Garrison based on the design population as stated in Section 01010 Scope of Work and influent and effluent wastewater characteristics per this technical requirements in paragraph 2.5.4.3. Contractor shall reference UFC 3-240-09FA, Domestic Waste Water Treatment, Chapter 14 as well as EPA Manual 625/1-83-015.

The contractor shall also design and construct sludge drying beds next to existing treatment system to handle the additional sludge load coming from the additional waste water load entering the lagoons.

The Contractor shall design and provide all necessary materials and labor to construct sanitary sewer collection system for the sanitary load, to include the future master planned facilities, and connect to the Waste Water Treatment System. This may include installing a new force main and any collection or lift stations as applicable and new distribution lines directly to the Waste Water Treatment Lagoons

Sludge beds shall be constructed in accordance with guidance provided in UFC 3-240-09FA Domestic Wastewater Treatment, Chapter 16, Sludge Handling, Treatment and Disposal.

Gravel access capable of handling a pump truck shall be constructed to the lagoons as well as to the sludge drying beds. The lagoons as well as drying beds shall also have access to the bottom of the pond and bed to allow heavy equipment, such as dozers, backhoes etc. to enter and cleanout out the sludge.

2.5.5.1 Site Survey

The Contractor shall conduct a topographic survey to determine existing site characteristics. The Contractor shall conduct a utility survey to determine the locations of any nearby water lines, wells, sanitary sewers, storm sewers and electrical lines.

2.5.6 Storm Sewer Systems

Oil/water separators shall be utilized for all drains from industrial sites. Separators shall be installed as close as possible from the drain location. Storm sewer system shall not be mixed with sanitary sewer system and shall be in accordance with UFC 3-240-03 latest edition.

Contractor shall provide erosion control measures for all drainage ditches. A backwater analysis will be provided with the design submittal.

3.0 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. **All building exterior walls shall be constructed with reinforced CMU, insulated concrete sandwich panels, reinforced concrete or approved equivalent.**

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 referenced 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, 2006
NFPA 101 - Life Safety Code, 2006.

3.3 LIFE SAFETY/ FIRE PROTECTION/ HANDICAPPED ACCESSIBILITY

To the extent possible, all facilities will be designed in accordance with recognized industry standards for life safety and building egress. An adequate fire alarm system, fire extinguishers, and smoke alarms shall all be included as required. If a sprinkler system is required by building code, a waiver will have to be obtained before construction notice to proceed is issued. However, due to the lack of adequate water volume and pressure, sprinkler systems may not be feasible. The facility shall comply with all other safety requirements of NFPA 101. In keeping with the intended function of these facilities, handicapped accessibility will not be incorporated into this project. Due to the war contingency requirement, it is assumed that only able-bodied military and civilian personnel will use the facilities listed herein.

3.4 ANTITERRORISM/ FORCE PROTECTION

Force protection/anti-terrorism measures for this location shall be followed and incorporated into this project in accordance with the referenced DoD Regulations. Information regarding force protection may be found 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 THERMAL PERFORMANCE OF EXTERNAL BUILDING ASSEMBLIES

External building assemblies shall meet the requirements of TI-800, Design Criteria, UFC 3-400-01 Design: Energy Conservation, and ASHRAE Standard 90.1, latest editions, but shall meet the following minimum requirements, unless specifically stated elsewhere:

Assembly	Minimum Thermal Value
Exterior walls (above grade)	RSI 1.936 (R 13)
Ceilings/roof	RSI 3.345 (R 30)
Floor (over unheated space)	RSI 3.345 (R 19)
Exterior doors	RSI 0.25 (R 1.43)

Exterior windows/(glazing within doors)	RSI 0.308(R 1.75)
Skylights	RSI 0.18 (R 1.02)

RSI measured in m2-K/W, R measured in sqft-F-hr/BTU. The design analysis shall include exterior building assembly R-value calculations for each separate assembly. The calculations shall be in accordance with ASHRAE Fundamentals or EN ISO 6946. The calculations shall indicate the thermal conductivity, thickness, and R-value of each assembly component and the overall R-value for the assembly. The assembly R-value calculations shall investigate the effects of thermal bridging from the use of metal building material such as metal wall studs, roof Purlins, wire mesh wall ties or bolts, structural members, etc.

Window glazing surface area shall be determined based on the architectural design per each building and shall not be an assumed percentage of the wall area.

3.7 CONCRETE & MASONRY

3.7.1 Concrete

Place 150 mm (6”) of capillary water barrier below areas to receive a concrete slab on properly compacted soil free of organic material. Concrete flooring in wet areas shall slope to the floor drain and not allow for water to puddle. Concrete slabs in all areas shall not be placed prior to inspection and approval of piping and sub-surface by the Contracting Officer. Foundation trenches shall be level and free of loose material. Trenches shall be inspected and approved by the Contracting Officer prior to placing of any concrete foundations. See paragraph 4 for structural characteristics of concrete and reinforcing steel for foundations and slabs.

3.7.2 Insulated Concrete Sandwich Wall System (3-D Building System)

As an option to standard masonry construction, the Contractor may construct walls of single story buildings using an insulated concrete sandwich wall system. The insulated concrete sandwich wall system shall be field fabricated and composed of a 76 mm (3 inch) expanded polystyrene core that spans in a single piece from floor elevation to top of wall elevation. The polystyrene core shall have a welded wire fabric, 50 mm x 50 mm (2 inch x 2 inch) mesh, 2.52mm (12.5 gauge) wire, attached to both faces of the polystyrene core. The welded wire mesh shall be installed at 13mm from the face of the polystyrene core. The welded wire mesh on each face shall be attached to each other and the polystyrene core with diagonal truss wires. Apply sprayed concrete (shotcrete) to a minimum thickness of 45mm (1-3/4 inch) or as structural calculations require, whichever is greater. Method of placing the shotcrete shall be in conformance with ACI 506R-85. Concrete finishing shall be done by appropriate hand tools (darby, trowel, etc.) to provide the desired finish effect.

3.7.3 Masonry

Storage of masonry materials shall be in a dry place or materials shall be covered with a plastic protective layer. Cover open walls each day to keep them protected and dry. Concrete masonry units (CMU) for exterior walls shall be either 190 mm or 290 mm wide x 390 mm x 190 mm high as shown on drawings. All cells shall be fully grouted and reinforced. They shall be installed in running bond level and plumb. Mortar joints shall be 10 mm on all sides between CMU. Joints shall be struck with a concave tool to provide a smooth recessed curved surface. Install only quality units. The surface shall be free of chips, cracks, or other imperfections that would detract from the overall appearance of the finished wall. Defective CMU or mortar shall be rejected.

3.8 METAL

3.8.1 Building Systems

3.8.1.1 Arch Span

Insulated Arch-Span metal roofing systems shall be supported by reinforced concrete stem walls approximately 2.5

m in height. Stem walls shall be insulated and finished with gypsum board or plaster on the interior, and finished with stucco on the exterior. The floor slab shall be reinforced concrete with a minimum thickness of 150mm placed on a clean vapor barrier above a capillary water barrier of 150mm minimum thickness on properly compacted soil. Exterior walls shall be insulated with a minimum of R-13 insulation, and provide a minimum of R-30 insulation for the roof. The roof insulation system shall be spray applied and harden to a durable rigid surface, as per the arch span manufacturer's standards.

Ribbed steel roof panels shall be mechanically fabricated from prefinished steel coil and joined by machines and operators, all certified by the arch span building manufacturer. The contractor shall present certificates of manufacturer's training for machine operators, and certificates of authenticity for proprietary machines and equipment.

Only prefinished steel coil certified by the arch-span system manufacturer shall be used on this project. Fasteners for accessories shall be manufacturer's standard. All materials and Concealed fasteners for steel roof panels shall be zinc-coated steel, aluminum, corrosion resisting steel, or nylon capped steel. Fasteners for structural connections shall provide both tensile and shear strength of not less than 350 kg per fastener.

3.8.1.2 Pre-Engineered Metal Building Systems

Metal building systems shall comply with the requirements of the MBMA Low Rise Building Systems Manual-2002. Facilities designated as long-span, shall have no interior columns.

3.8.2 Trim

3.8.2.1 Metal Window Sills

Galvanized metal window sills, 1 mm (20-gage), shall be installed on the exterior of all windows. The metal window sills shall have a turn down of 50 mm over the exterior masonry and stucco. Metal sills shall extend from side to side of the masonry opening in a single piece. Extend the metal window sill a minimum of 20 mm under the bottom of the aluminum windows. Install masonry mortar as required for a smooth surface under the window sills. Sills shall slope a minimum of 6mm to the exterior and not allow water to puddle.

3.8.2.2 Metal Fascia & Soffit

No wood fascias and/or soffits are allowed. Use metal fascias and soffits throughout. Extend roof decking out over fascia a minimum of 20 mm. Provide a 40 mm drip flashing over edge of roof decking so that it extends past bottom of decking on all sides of the building. Provide continuous soffit venting of all overhangs at both bottom and top of roof slope.

3.8.3 Dining Facilities

3.8.3.1 Steel Cook Top

Provide steel cook top in kitchen minimum thickness of 25 mm. Provide circular cut outs. Consult with the Contracting Officer for the diameter of circular cutouts. Provide steel infill plates for all cut out openings. Cook top can be made of several pieces for ease of handling. Adjacent plates shall be tight fitting to each other.

3.8.3.2 Pass-Through Counter Top

Provide 1.6 mm (16 gauge) stainless steel, or 40 mm marble, pass through counter tops at openings between the kitchen and dining area. Edges shall be turned down 30 mm and corners shall be welded and ground smooth. Provide anchor angles welded to the bottom of the counters to anchor tops to masonry walls below. Provide six (6) anchors on the Dish Return Counter, three (3) on each side of the wall. Provide eight (8) anchors on the Serving Counter, four (4) on each side of the wall. Anchor angles to wall with masonry expansion sleeves and stainless steel screws. Counter tops are to be 600 mm wide x length of opening shown.

3.8.3.3 Fire Counter Shutter (Dining Facilities)

Fire Counter Shutters shall be installed in conjunction with the Pass-Through Counter Tops described in the paragraph above. Fire counter shutters shall be used to separate the kitchens from the dining areas, and shall be U.L labeled for gypsum board, masonry and steel openings, and rated at 90 minutes in full compliance with NFPA-80 standards. Finish of shutter, guides and hoods shall be stainless steel. System shall be activated by 74˚ C (1 65˚ F) fusible links, and by electrical switches located near exit doors. Bottom bar sliding bolt locks shall be provided to secure the shutters in the down position; bolts shall be operated from the kitchen side of the shutter.

3.9 CARPENTRY

The use of wood framing as indicated below is acceptable only where allowed by IBC 2003 and NFPA 101.

3.9.1 Wood Purlins

If Contractor chooses to utilize wood purlins, provide and install roof purlins of natural wood, locally available material 1 meter on center securely wedged between steel H structural joists. Tightly fit 30 mm boards over roof structure and nail into wood purlins. New roofing shall extend a minimum of 300 mm past the exterior surface of the wall.

3.9.2 Wood Battens

If Contractor chooses to utilize wood ceiling batten strips, wood ceiling batten strips, 20 mm x 60 mm, shall be nailed to the bottom of the wood purlins. Battens shall be spaced at 400 mm on center (or per UBC requirements if sheetrock is substituted for plaster). This is for the support of a plaster ceiling.

3.10 ROOFING AND WEATHERPROOFING

3.10.1 Sloped Roofs

On metal sloping roofs provide and install minimum .70 mm (24 gauge) galvanized standing seam design. **Metal panels shall be continuous from ridge to eve of roof**. Standing Steam panel width shall be by manufacturer's recommendation to prevent canning, warping, and deformation. Roof sealant or adhesive shall be placed over each anchor head. Roofing system shall include all edge, ridge and penetration flashings necessary for a watertight installation, sheathing deck with water barrier felt layer under the metal roof panels and as described in this section. Rigid board insulation may also be installed between the felt layer and metal panels. Roofing shall be galvanized mil finish. Provide continuous ridge vents on all gable roofs. **Minimum slope for metal roof shall be no less than 2:12. In area where winters receive snow loads, minimum slope of metal roof shall be no less than 3:12.**

3.10.2 Low Slope Roofs

Provide and install 3 ply built up roofing over concrete deck. Contractor may propose to the Contracting Officer an alternate roofing system with justification for consideration and alternate pricing. Concrete roof deck shall slope 21mm per m. **Metal Roofing Panels shall not be used on low slope roofs with less than 2:12 slope.**

3.10.2.1 Built-up Roofing System

A Insulated-Deck, Coal Tar, Glass-Fiber, Aggregate Roofing (ICGA-BUR): Provide built-up, aggregate-surfaced roof system with coal tar bitumen and glass-fiber ply felts (roof manufacturer's separation layers) for layup as indicated.

3.10.2.1.1 Primer: ASTM D 41primer as recommended by roofing manufacturer.

3.10.2.1.2 Coal Tar Bitumen: ASTM D 450, Type III, as an option to asphalt.

3.10.2.1.3 Bitumen Membrane which meets the following:

a. ASTM D312 or the equivalent EN 1849-1 for thickness and unit weight,
b. ASTM D312 or the equivalent EN-1426 for penetration,
c. ASTM D312 or the equivalent EN-1427 for softening point
d. ASTM D312 or the equivalent TS 11758-1 for flash point or heat stability
e. ASTM D4601 or the equivalent TS 11758-1 for width and area of roll
f. ASTM D4601 (moisture percentage) or the equivalent EN 1928 (water tightness)
g. ASTM D226 (pliability) or the equivalent EN 1109 (cold bending).

3.10.2.1.4 Glass Roofing Felt: ASTM D 2178, Type IV or VI, except felts for coal tar systems shall be impregnated with a bituminous resin coating which is compatible with coal tar bitumen.

3.10.2.1.5 Organic Felt Base: ASTM D 2626 for use with asphalt roofing system.

3.10.2.1.6 Organic Felt Base: ASTM D 226 for use with asphalt roofing system and ASTM D 227 for use with coal tar roofing system. Organic felts may be used for bitumen stops and edge envelopes.

3.10.2.1.7 Insulation: 5cm (2 inch) thick extruded polystyrene rigid thermal insulation boards, conforming DIN, EN 13164 BS, EN 13164, k=0.2 @ 75 degrees F mean temperature, 2.82 kg/sq cm (40 lbs/sq in) compressive strength, hydrophobic, Type VI.

3.10.2.2 Roof Membrane Installation

a. Prime surface of concrete deck with asphalt primer per manufacturers recommended application rate.

b. Cant Strips/Tapered-Edge Strips: Wood, not less than 89 mm (3-1/2 inches) high, 45-degree insulation cant strips at juncture of membrane with vertical surface. Provide tapered-edge strips at perimeter edges of roof that do not terminate at vertical surfaces.

c. Base Layer: Install one lapped course of base sheet. Attach first layer of roofing membrane material to substrates and elsewhere as indicated. Mop to non-nailable substrate with hot bitumen or apply with torch method per manufacturer’s specifications

c. Second Layer: Install second layer of roofing membrane material over the first course staggering joints and seams in both directions by at least 300 mm. Mop top layer of membrane to base layer, or attach via torch method per manufacturer’s specifications.

3.10.2.3 Insulation Installation

Comply with insulation manufacturer's instructions and recommendations for handling, installing, and bonding or anchoring insulation to substrate. Insulation boards shall be installed loose, without glue, in staggered manner. Attention should be paid not to leave separation along edges. Where overall insulation thickness is 50 mm (2 inches) or greater, install required thickness in two layers with joints of second layer offset from joints of first layer a minimum of 300 mm (12 inches) each direction. Trim surface of insulation where necessary at roof drains so completed surface is flush with drain ring. Polyester felt or geo-textile shall be installed over insulation layers as a filter layer to prevent the passage of fines in gravel layer to lower strata.

3.10.2.4 Composition Flashing And Stripping

a. Install composition flashing at cant strips, at other sloping and vertical surfaces, at roof edges, and at penetrations through roof. Install composition flashing in accordance with membrane manufacturers specifications. Nail or provide other forms of mechanical anchorage of composition flashing to vertical surfaces as recommended by manufacturer of primary roofing materials.

b. Install composition stripping where metal flanges are set on roofing. Provide not less than two plies of woven glass-fiber fabric, each set in a continuous coating of roofing cement and extended onto the deck 100 mm to 150 mm (4 inches and 6 inches), respectively. Except where concealed by aggregate surfacing or elastic flashing, apply a heavy coating of roofing cement over composition stripping.

c. Roof Drains: Fill clamping ring base with a heavy coating of roofing cement. Set built up roofing membrane in to the clamping ring base and fix the drain top on it.

d. Allow for expansion of running metal flashing and edge trim that adjoins roofing. Do not seal or bond built-up roof membrane or composition flashing and stripping to metal flanges that are over 914 mm (3 feet) in length.

e. Counter-flashings: Counter-flashings, cap flashings, expansion joints and similar work to be coordinated with built-up roofing work, are specified in other sections of these specifications.

f. Roof Accessories: Miscellaneous sheet metal accessory items, including insulation vents and other devices and major items of roof accessories to be coordinated with built-up roofing work.

3.10.2.5 Gravel Layer

A gravel layer of 16 to 32 mm diameter stone will be laid in at least 5cm thick on top of the filter layer in non-trafficable flat roofs The gravel layer will be applied as soon as possible to prevent UV damage and/or wind damage to insulation and filter layers

3.10.3 Flashing & Sheet Metal

3.10.3.1 Materials

Any metal listed by ASTM, DIN, BS or EN standards. Manual for a particular item may be used, unless otherwise specified or indicated. Materials shall conform to the requirements specified below and to the thicknesses and configurations established in ASTM, DIN, BS or EN standards. Different items need not be of the same metal, except that if copper is selected for any exposed item, all exposed items shall be copper.

3.10.3.2 Steel Sheet, Zinc-Coated (Galvanized)

Zinc coated steel conforming to ASTM A 525, DIN BS or EN Standards.

3.10.3.3 Aluminum wall capping and expansion joint profiles.

Aluminum wall capping shall conform to ASTM B 209 M, DIN 18339, BS or EN Standards.

3.10.3.4 Roof Gutters

Roof gutters shall be installed as indicated. Roof gutters shall be rigidly attached to the building. Supports for roof gutters shall be spaced according to manufacturer's recommendations.

Gutters shall have a slope between 1":33'-0" (1:400) and 1":16'-0" (1:200) for proper drainage.

3.10.3.5 Downspouts

Downspouts shall be designed and fabricated on site. Unless otherwise specified or indicated, exposed edges shall be folded back to form a 13 mm (1/2 inch) hem on the concealed side, and bottom edges of exposed vertical surfaces shall be angled to form drips. Bituminous cement shall not be placed in contact with roofing membranes other than built-up roofing. Downspouts shall be rigidly attached to the building with supports a minimum of 1.5 M apart.

3.10.3.6 Wall, Floor, Ceiling Expansion Joints in Plaster & Stucco

Expansion joints shall be provided as specified in ASTM, DIN 18339, BS or EN Standards.

3.10.3.7 Connections and Jointing

3.10.3.7.1 Soldering

Soldering shall apply to copper and stainless steel items. Edges of sheet metal shall be pre-tinned before soldering is begun. Soldering shall be done slowly with well heated soldering irons so as to thoroughly heat the seams and completely sweat the solder through the full width of the seam. Edges of stainless steel to be pre-tinned shall be treated with soldering acid flux. Soldering shall follow immediately after application of the flux. Upon completion of soldering, the acid flux residue shall be thoroughly cleaned from the sheet metal with a water solution of washing soda and rinsed with clean water.

3.10.3.7.2 Seaming

Flat-lock and soldered-lap seams shall finish not less than 25 mm. wide. Unsoldered plain-lap seams shall lap not less than 75 mm. unless otherwise specified. Flat seams shall be made in the direction of the flow.

3.10.3.7.3 Cleats

A continuous cleat shall be provided where indicated or specified to secure loose edges of the sheet metalwork. Butt joints of cleats shall be spaced approximately 3 mm. apart. The cleat shall be fastened to supporting wood construction with nails evenly spaced not over 300 mm. on centers. Where the fastening is to be made to concrete or masonry, screws shall be used and shall be driven in expansion shields set in concrete or masonry.

3.10.3.8 Flashing

Flashing shall be installed at locations indicated and as specified below. Sealing shall be according to the flashing manufacturer’s recommendations. Flashings shall be installed at intersections of roof with vertical surfaces and at projections through roof, except that flashing for heating and plumbing, including piping, roof and floor drains, and for electrical conduit projections through roof or walls are specified in other sections. Except as otherwise indicated, counter flashings shall be provided over base flashings. Perforations in flashings made by masonry anchors shall be installed on top of joint reinforcement. Lashing shall be formed to direct water to the outside of the system.

3.10.3.8.1 Through-wall Flashing

Through-wall flashing includes sill, lintel, and spandrel flashing. The flashing shall be laid with a layer of mortar above and below the flashing so that the total thickness of the two layers of the mortar and flashing are the same thickness as the regular mortar joints. Flashing shall not extend further in to the masonry backup wall than the first mortar joint. Joints in flashing shall be lapped and sealed. Flashing shall be one piece for lintels and sills.

3.10.3.8.2 Lintel Flashing

Lintel flashing shall extend the full length of lintel. Flashing shall extend through the wall one masonry course above the lintels and shall be bent down over the vertical leg of the outer steel lintel angle not less than 50 mm, or shall be applied over top of masonry and pre-cast concrete lintels. Bed joints of lintels at joints shall be under laid with sheet metal bond breaker.

3.10.3.8.3 Sill Flashing

Sill flashing shall extend the full width of the sill and not less than 100 mm beyond ends of sill except at joint where the flashing shall be terminated at the end of the sill.

3.10.3.8.4 Wall Capping

Wall Capping shall be installed according to the manufacturer’s recommendations.

3.10.4 Sealants

Provide a sealant compatible with the material(s) to which it is applied. Do not use a sealant that has exceeded shelf life or has jelled and cannot be discharged in a continuous flow from the gun. Apply the sealant in accordance with the manufacturer's instructions with a gun having a nozzle that fits the joint width. Force sealant into joints to fill the joints solidly without air pockets. Tool-smooth with fresh sealant after application to ensure proper adhesiveness. Sealant shall be uniformly smooth and free of wrinkles. Upon completion of sealant application, roughen partially filled or unfilled joints; apply sealant, and tool smooth as specified. Sealer shall be applied over the sealant when and as specified by the sealant manufacturer.

3.10.4.1 Interior Sealant

ASTM C 834 or ASTM C 920, Type S or M, Grade NS, Class 12.5. Use NT, DIN, BS, or EN equal standards.

3.10.4.2 Exterior Sealant

For joints in vertical and horizontal surfaces, provide ASTM C 920, Type S or M, Grade NS, DIN, BS, or EN equal standards.

3.10.4.3 Floor Joint Sealant

(ASTM C 920) Type S or M, Grade P, class 25, use T

3.10.4.4 Primers

Provide a non-staining, quick-drying type and consistency recommended by the sealant manufacturer for the particular application.

Immediately prior to application of the sealant, clean out loose particles from joints. Where recommended by sealant manufacturer, apply primer to joints in concrete masonry units, wood, and other porous surfaces in accordance with sealant manufacturer's instructions. Do not apply primer to exposed finish surfaces.

3.10.4.5 Bond Breakers

Provide the type and consistency recommended by the sealant manufacturer to prevent adhesion of the sealant to backing or to bottom of the joint.

Provide bond breakers to the back or bottom of joint cavities, as recommended by the sealant manufacturer for each type of joint and sealant used, to prevent sealant from adhering to these surfaces. Carefully apply the bond breaker to avoid contamination of adjoining surfaces or breaking bond with surfaces other than those covered by the bond breaker.

3.10.4.6 Backing

Backing shall be 25 to 33 percent oversize for closed cell and 40 to 50 percent oversize for open cell material, unless otherwise indicated.

3.10.4.7 Cleaning Solvents

Provide type(s) recommended by the sealant manufacturer except for aluminum and bronze surfaces that will be in contact with sealant.

3.10.4.8 Surface Preparation

Surfaces shall be clean, dry to the touch, and free from dirt frost, moisture, grease, oil, wax, lacquer, paint, or other foreign matter that would tend to destroy or impair adhesion. Oil and grease shall be removed with solvent and surfaces shall be wiped dry with clean cloths. When resealing an existing joint, remove existing calk or sealant prior to applying new sealant. For surface types not listed below, the sealant manufacturer shall be contacted for specific recommendations.

3.10.4.9 Masking Tape

Masking tape shall be placed on the finish surface on one or both sides of a joint cavity to protect adjacent finish surfaces from primer or sealant smears. Masking tape shall be removed within 10 minutes after joint has been filled and tooled.

3.10.4.10 Backstops

Install backstops dry and free of tears or holes. Tightly pack the back or bottom of joint cavities with backstop material to provide a joint of the depth specified.

3.10.4.11 Protection

Protect areas adjacent to joints from sealant smears. Masking tape may be used for this purpose if removed 5 to 10 minutes after the joint is filled.

3.10.4.12 Final Cleaning

Upon completion of sealant application, remove remaining smears and stains and leave the work in a clean and neat condition.

a. Masonry and Other Porous Surfaces: Immediately scrape off fresh sealant that has been smeared on masonry and rub clean with a solvent as recommended by the sealant manufacturer. Allow excess sealant to cure for 24 hour then remove by wire brushing or sanding.

b. Metal and Other Non-Porous Surfaces: Remove excess sealant with a solvent-moistened cloth.

3.11 WINDOWS, DOORS & GLAZING

3.11.1 Windows

3.11.1.1 Materials

(a) Aluminum Extrusions: Provide alloy and temper recommended by the window manufacturer for the strength, corrosion resistance, and application of required finish, meeting the DIN 1725 raw material requirements, but not less than 215 N/mm2 ultimate tensile strength and not less than 1.5 mm thick at any location for main frame and sash members.

(b) Fasteners: Provide aluminum, nonmagnetic stainless steel, epoxy adhesive, or other materials warranted by the manufacturer to be non-corrosive and compatible with aluminum window members, trim, hardware, anchors, and other components of window units.

1. Reinforcement: Where fasteners screw-anchor into aluminum less than 0.125 inch thick, reinforce the interior with aluminum or nonmagnetic stainless steel to receive screw threads or provide standard non-corrosive pressed-in splined grommet nuts.

2. Exposed Fasteners: Except where unavoidable for application of hardware, do not use exposed fasteners. For application of hardware, use fasteners that match the finish of the member or hardware being fastened, as appropriate.

(c) Anchors, Clips, and Window Accessories: Fabricate anchors, clips, and window accessories of aluminum, nonmagnetic stainless steel, or hot-dip zinc-coated steel or iron complying with the requirements of DIN 1748; provide sufficient strength to withstand design pressure indicated. As a minimum provide 3 anchors on each side of the frame.

(d) Compression-Type Glazing Strips and Weatherstripping: Unless otherwise indicated, and at the manufacturer's option, provide compressible stripping for glazing and weatherstripping such as molded EPDM or neoprene gaskets.

(e) Sealant: For sealants required within fabricated window units, provide type recommended by the manufacturer for joint size and movement. Sealant shall remain permanently elastic non-shrinking, and non-migrating. Comply with Sealants of these specifications for selection and installation of sealants.

(f) Wire Fabric Insect Screen shall be permanently fixed to the exterior, except for guard towers.

3.11.1.2 Hardware

A. General: Provide the manufacturer's standard hardware fabricated from aluminum, stainless steel, or other corrosion-resistant material compatible with aluminum and of sufficient strength to perform the function for which it is intended.

3.11.1.3 Fixed, Casement, Projected and Horizontal Sliding Windows

Provide window units meeting UL 752, level 5, AK-47 resistance. This standard shall apply to all window units within guard shack, guard house, guard tower, and guard rooms in Headquarters Building. Provide cam action sweep sash lock and keeper at meeting rails. All other glazing shall be minimum 6mm laminated with .75mm polyvinyl-butyral (PVB) interlayer per UFC 4-010-01.

3.11.1.4 Fabrication

Provide horizontally sliding aluminum windows with factory finish in all buildings to fit the masonry openings. Window openings shall be provided with insect screening permanently fixed to the exterior. Provide a locking device on the interior of each window. Provide anchors on each side of the frame into the adjoining masonry, 3 on each side. Provide weather stripping system for all exterior windows and doors.

3.11.1.5 Finishes

Apply baked enamel in compliance with paint manufacturer's specifications for cleaning, conversion coating, and painting.

(a) Color: White meeting the requirements of DIN 50018

3.11.1.6 Inspection

Inspect openings before beginning installation. Verify that rough or masonry opening is correct and the sill plate is level. Masonry surfaces shall be visibly dry and free of excess mortar, sand, and other construction debris.

3.11.1.7 Installation

Comply with manufacturer's specifications and recommendations for installation of window units, hardware, operators, and other components of the work. Set window units plumb, level, and true to line, without warp or rack

of frames or sash. Provide proper support and anchor securely in place. Set sill members and other members in a bed of compound or with joint fillers or gaskets, as shown, to provide weather-tight construction. Refer to the Sealant sections for compounds, fillers, and gaskets to be installed concurrently with window units. Coordinate installation with wall flashings and other components of the work.

3.11.1.8 Adjusting

Adjust operating sash and hardware to provide a tight fit at contact points and at weather-stripping for smooth operation and a weather-tight closure.

3.11.1.9 Cleaning

Clean aluminum surfaces promptly after installation of windows. Exercise care to avoid damage to protective coatings and finishes. Remove excess glazing and sealant compounds, dirt, and other substances. Lubricate hardware and other moving parts.

3.11.2 Doors

All exterior doors (entry and exit doors) shall be heavy duty metal doors with metal frames. Interior door shall be hollow metal doors with hollow metal frames. All glazed doors shall have 5 mm single glazing in the upper half of the door. Heavy gauge metal exterior doors are required for security of unmanned buildings, such as water treatment building, power station, warehouses, and other buildings requiring higher security. Commercial duty lock sets and hardware shall be used on all doors. Install required louvers, as called for in paragraph 6, in the lower portion of the door. Provide (3) hinges on all doors. Hinges shall be the 5 knuckle type or equivalent. Provide door handles and locksets that can be locked with a key on all doors. All door locks shall have a thumb latch on inside of door such that no key is necessary to exit the room or building. Coordinate the final keying schedule with Contracting Officer prior to ordering lock sets. Generally each building should have 8 master keys fitting all locks, 8 sub-master keys fitting all exterior doors and 3 keys each for each interior door. Include 25% spare key blanks for the amount of keys provided per building. Provide numbering system identifying key to associated room door. All glazing in or adjacent to doors shall be tempered per IBC. Provide weather stripping system for all exterior doors.

3.11.2.1 Solid Plastic & Phenolic doors

Solid Plastic & Phenolic doors and frames are for interior wet room use only. Solid Plastic & Phenolic doors and frames be used for bathrooms, shower rooms, and toilets rooms.

3.11.2.2 Steel Doors

SDI A250.8, except as specified otherwise. Prepare doors to receive specified hardware. Undercut where indicated. Exterior doors shall have top edge closed flush and sealed to prevent water intrusion. Doors shall be 44.5 mm thick, unless otherwise indicated. Doors shall be constructed using heavy gauge steel with minimum thickness of 1.2 mm.

3.11.2.2.1 Accessories

3.11.2.2.1.1 Interior Louvers

SDI 111-C, Louvers shall be stationary sight-proof or lightproof type as required. Louvers for lightproof doors shall not transmit light. Detachable moldings on room or non security side of door; on security side of door, moldings to be integral part of louver. Form louver frames of 0.9 mm thick steel and louver blades of a minimum 0.6 mm. Louvers for lightproof doors shall have minimum of 20 percent net-free opening. Sight-proof louvers shall be inverted "V" blade design with minimum 55 or inverted "Y" blade design with minimum 40 percent net-free opening.

3.11.2.2.1.2 Exterior Louvers

Louvers shall be inverted "Y", "V" or "Z" type. Weld or tenon louver blades to continuous channel frame and weld assembly to door to form watertight assembly. Form louvers of hot-dip galvanized steel of same gage as door facings. Louvers shall have steel-framed insect screens secured to room side and readily removable. Provide aluminum wire cloth, 7 by 7 per 10 mm or 7 by 6 per 10 mm mesh, for insect screens.

3.11.2.2.1.3 Astragals

Provide overlapping steel astragals on pairs of exterior steel doors which will not have aluminum astragals or removable mullions. For interior pairs of fire rated and smoke control doors, provide stainless steel astragals complying with NFPA 80 for fire rated assemblies and NFPA 105 for smoke control assemblies.

3.11.2.2.1.4 Moldings

Provide moldings around glass of interior and exterior doors. Provide non-removable moldings on outside of exterior doors and on corridor side of interior doors. Other moldings may be stationary or removable. Secure inside moldings to stationary moldings, or provide snap-on moldings. Moldings shall interlock at intersections and shall be fitted and welded to stationary moldings.

3.11.2.2.2 Standard Steel Frames

SDI A250.8, except as otherwise specified. Form frames to sizes and shapes indicated, with welded corners or knock-down field-assembled corners. Provide steel frames for doors, transoms, sidelights, mullions, cased openings, and interior glazed panels, unless otherwise indicated.

3.11.2.2.2.1 Welded Frames

Continuously weld frame faces at corner joints. Mechanically interlock or continuously weld stops and rabbets. Grind welds smooth.

3.11.2.2.2.2 Mullions and Transom Bars

Mullions and transom bars shall be closed or tubular construction and shall member with heads and jambs butt-welded thereto or knock-down for field assembly. Bottom of door mullions shall have adjustable floor anchors and spreader connections.

3.11.2.2.2.3 Stops and Beads

Form stops and beads from 0.9 mm thick steel. Provide for glazed and other openings in standard steel frames. Secure beads to frames with oval-head, countersunk Phillips self-tapping sheet metal screws or concealed clips and fasteners. Space fasteners approximately 300 to 400 mm on centers; miter molded shapes at corners; butt or miter square or rectangular beads at corners.

3.11.2.2.3 Anchors

Provide anchors to secure the frame to adjoining construction. Provide steel anchors, zinc-coated or painted with rust-inhibitive paint, anchors not lighter than 1.2 mm thick.

3.11.2.2.3.1 Wall Anchors

Provide at least three anchors for each jamb. For frames which are more than 2285 mm in height, provide one additional anchor for each jamb for each additional 760 mm or fraction thereof.

a. Masonry: Provide anchors of corrugated or perforated steel straps or 5 mm diameter steel wire, adjustable or T-shaped;

b. Completed openings: Secure frames to previously placed concrete or masonry with expansion bolts

3.11.2.2.3.2 Floor Anchors

Provide floor anchors drilled for 10 mm anchor bolts at bottom of each jamb member. [Where floor fill occurs, terminate bottom of frames at the indicated finished floor levels and support by adjustable extension clips resting on and anchored to the structural slabs.

3.11.2.2.4 Fire and Smoke Doors and Frames

The requirements of NFPA 80 and NFPA 105 respectfully shall take precedence over details indicated or specified.

3.11.2.2.5 Weather-stripping, Integral Gasket

Black synthetic rubber gasket with tabs for factory fitting into factory slotted frames, or extruded neoprene foam gasket made to fit into a continuous groove formed in the frame, may be provided in lieu of head and jamb seals. Insert gasket in groove after frame is finish painted.

3.11.2.2.6 Hardware Preparation

Provide minimum hardware reinforcing gages as specified in ANSI A250.6. Drill and tap doors and frames to receive finish hardware. Prepare doors and frames for hardware in accordance with the applicable requirements of SDI A250.8 and ANSI A250.6. For additional requirements refer to BHMA A115. Drill and tap for surface-applied hardware at the project site. Build additional reinforcing for surface-applied hardware into the door at the factory. Locate hardware in accordance with the requirements of SDI A250.8, as applicable. Punch door frames, with the exception of frames that will have weather-stripping or lightproof or soundproof gasketing, to receive a minimum of two rubber or vinyl door silencers on lock side of single doors and one silencer for each leaf at heads of double doors. Set lock strikes out to provide clearance for silencers.

3.11.2.2.7 Finishes

All surfaces of doors and frames shall be thoroughly cleaned, chemically treated and factory primed with a rust inhibiting coating as specified in SDI A250.8, or paintable A25 galvannealed steel without primer. Where coating is removed by welding, apply touchup of factory primer.

3.11.2.2.8 Fabrication and Workmanship

Finished doors and frames shall be strong and rigid, neat in appearance, and free from defects, waves, scratches, cuts, dents, ridges, holes, warp, and buckle. Molded members shall be clean cut, straight, and true, with joints coped or mitered, well formed, and in true alignment. Dress exposed welded and soldered joints smooth. Design door frame sections for use with the wall construction indicated. Corner joints shall be well formed and in true alignment. Conceal fastenings where practicable. On wraparound frames for masonry partitions, provide a throat opening 3 mm larger than the actual masonry thickness. Design other frames in exposed masonry walls or partitions to allow sufficient space between the inside back of trim and masonry to receive caulking compound.

3.11.2.2.9 Installation of Doors & Frames

3.11.2.2.9.1 Frames

Set frames in accordance with SDI 105. Plumb, align, and brace securely until permanent anchors are set. Anchor bottoms of frames with expansion bolts or powder-actuated fasteners. Build in or secure wall anchors to adjoining construction. Backfill frames with mortar. When an additive is provided in the mortar, coat inside of frames with corrosion-inhibiting bituminous material. For frames in exterior walls, ensure that stops are filled with rigid insulation before grout is placed.

3.11.2.2.9.2 Grouted Frames

For frames to be installed in exterior walls and to be filled with mortar or grout, fill the stops with strips of rigid insulation to keep the grout out of the stops and to facilitate installation of stop-applied head and jamb seals.

3.11.2.2.9.3 Doors

Hang doors in accordance with clearances specified in SDI A250.8. After erection and glazing, clean and adjust hardware.

3.11.2.2.9.4 Fire and Smoke Doors and Frames

Install fire doors and frames, including hardware, in accordance with NFPA 80.

3.11.2.2.9.5 Protection and Cleaning

Protect doors and frames from damage. Repair damaged doors and frames prior to completion and acceptance of the project or replace with new, as directed. Wire brush rusted frames until rust is removed. Clean thoroughly. Apply an all-over coat of rust-inhibitive paint of the same type used for shop coat. Upon completion, clean exposed surfaces of doors and frames thoroughly. Remove mastic smears and other unsightly marks.

3.11.2.3.1 Accessories

3.10.2.5.1.1 Door Louvers

Fabricate from wood and of sizes indicated. Louvers shall be of the manufacturer's standard design and shall transmit a minimum of 35 percent free air. Louvers shall be the slat type.

3.11.2.3.1.1 Door Lite Openings

Provide glazed openings with the manufacturer's standard wood moldings except that moldings for doors to receive natural finish shall be of the same species and color as the face veneers. Moldings for flush doors shall be lip type.

3.11.2.3.1.2 Weather Stripping

Provide weather-stripping that is a standard cataloged product of a manufacturer regularly engaged in the manufacture of this specialized item. Weather stripping shall be looped neoprene or vinyl held in an extruded non-ferrous metal housing. Air leakage of weather stripped doors shall not exceed 0.003125 cubic meter per second of air per square meter of door area when tested in accordance with ASTM E 283.

3.11.2.3.2 Pre-fitting

At the Contractor's option, doors may be provided factory pre-fit. Doors shall be sized and machined at the factory by the door manufacturer in accordance with the standards under which they are produced. The work shall include sizing, beveled edges, mortising, and drilling for hardware and providing necessary beaded openings for glass and louvers. Provide the door manufacturer with the necessary hardware samples, and frame and hardware schedules as required to coordinate the work.

3.11.2.3.3 Finishes

Provide door finish colors as selected by the Contracting Officer from the color selection samples.

3.11.2.3.4 Water-Resistant Sealer

Provide a water-resistant sealer compatible with the specified finish as approved and as recommended by the door

manufacturer.

3.11.2.3.5 Installation

Before installation, seal top and bottom edges of doors with the approved water-resistant sealer. Seal cuts made on the job immediately after cutting using approved water-resistant sealer. Fit, trim, and hang doors with a 2 mm minimum, 3 mm maximum clearance at sides and top, and a 5 mm minimum, 6 mm maximum clearance over thresholds. Provide 10 mm minimum, 11 mm maximum clearance at bottom where no threshold occurs. Bevel edges of doors at the rate of 3 mm in 50 mm. Door warp shall not exceed 6 mm when measured in accordance with WDMA I.S. 1-A.

3.11.2.4 Weather stripping

Install doors in strict accordance with the manufacturer's printed instructions and details. Provide weather stripping on exterior swing-type doors at sills, heads and jambs to provide weather tight installation. Apply weather stripping at sills to bottom rails of doors and hold in place with a brass or bronze plate. Apply weather stripping to door frames at jambs and head. Shape weather stripping at sills to suit the threshold.

3.11.2.5 Overhead Coiling Doors

Doors shall be fabricated from interlocking cold-rolled slats, designed to withstand building wind loading and be installed with wind locks. Slats shall be continuous for the width of the door. For doors not exceeding 4.27 m, slats shall be flat-profile design, with a depth of not less than 15.9 mm, a center to center width not more than 69.9 mm, and not less than a 1.21 mm uncoated thickness. Provide weather stripping for door-head and door jamb guides, and a bottom astragal. Weather stripping and astragal shall be natural rubber or neoprene rubber. Curtain jamb guides shall be fabricated from a combination of steel angles of sufficient size to retain curtain against the specified wind. Guides shall be fabricated from structural quality steel angles. Door shall have manufacturer’s standard five pin tumbler locks; keyed. Doors shall be counterbalanced by an adjustable, steel, helical torsion spring mounted around a steel shaft in a spring barrel and connected to the door curtain with the required barrel rings. Hoods shall be fabricated from steel sheets with minimum yield strength of 227.5 MPa.

Counterbalance-barrel components shall be as follows:

(a) Spring barrels shall be hot-formed structural-quality carbon steel, welded or seamless pipe. Pipe shall be of sufficient diameter and wall thickness to limit deflection to a maximum of 1/360 of the span.

(b) Counterbalance springs shall be oil-tempered helical steel springs designed with a safety factor of 4. Springs shall be sized to counterbalance the weight of the curtain at any point of its travel, and shall be capable of being adjusted to counterbalance not less than 125% of the normal curtain load. Spring adjustment shall be arranged in such a way that the curtain need not be raised or lowered to secure the adjustment.

(c) Counterbalance shafts shall be case-hardened steel of the proper size to hold the fixed ends of the spring and carry the torsion load of the spring.

(d) Barrel plugs shall be fabricated from cast steel machined to fit the ends of the barrel. Plugs shall secure the ends of the spring to the barrel and the shaft.

(e) Barrel rings shall be fabricated from malleable iron of the proper involute shape to coil the curtain in a uniformly increasing diameter.

(f) Shaft bearings shall be factory sealed ball bearings of the proper size for load and shaft diameters.

(g) Door operators shall consist of an endless steel hand chain, chain-pocket wheel and guard, and a geared reduction unit of at least a 3:1 ratio. Required pull for operation shall not exceed 16 kg. Chain hoists shall have a self-locking mechanism allowing the curtain to be stopped at any point in its upward/downward travel and to

remain in that position until moved to the fully open or closed position. Hand chains shall be cadmium-plated alloy steel with a yield point of at least three times the required hand-chain pull. Pretreated zinc-coated steel sheets shall be given the manufacturer's standard prime coat and an enamel finish coat applied to the exterior face after forming.

(h) After installation, doors, track, and operating equipment will be examined and tested for general operation and weather against the specified wind pressure, and weather resistance. Doors that fail the required tests shall be adjusted and retested. Doors that have been adjusted and fail subsequent tests shall be removed and replaced with new doors at no additional cost.

3.11.3 Glass & Glazing

Window glazing shall be at most 20% of an exterior wall's surface area.

Glazing shall conform to ASTM C 1036 or ASTM C 1172 or equal.

3.11.3.1 Tempered Glass

Tempered glass shall be kind FT fully tempered flat type. Class 1 clear, condition A uncoated surface, Quality q3-glazing select, conforming to ASTM, DIN, BS or EN standards. Color shall be clear.

3.11.3.2 Laminated Glass

For non-force protection glazing, laminated glass shall be constructed out of two, 3mm glass panes bonded together with a minimum .75mm polyvinyl-butyral (PVB) interlayer.

3.11.3.3 Insulated Glass

All exterior glazing shall be insulated, constructed of two panes of laminated glass separated by hermetically sealed 12mm airspace.

3.11.3.4 Glazing Accessories

3.11.3.4.1 Sealant

Sealant shall be elastomeric conforming to ASTM, DIN, BS, or EN standards. Type S or M, Grade NS, Class 12.5, Use G, of type chemically compatible with setting blocks, preformed sealing tape and sealants used in manufacturing insulation glass. Color of sealant shall be as selected from manufacturer's full range of standard colors by Contracting Officer.

3.11.3.4.2 Glazing Gaskets

Glazing gaskets shall be extruded with continuous integral locking projection designed to engage into metal glass holding members to provide a watertight seal during dynamic loading, building movements and thermal movements. Glazing gaskets for a single glazed opening shall be continuous one-piece units with factory-fabricated injection-molded corners free of flashing and burrs. Glazing gaskets shall be in lengths or units recommended by manufacturer to ensure against pull-back at corners.

3.11.3.4.3 Fixed Glazing Gaskets

Fixed glazing gaskets shall be closed-cell (sponge) smooth extruded compression gaskets of cured elastomeric virgin neoprene compounds conforming to ASTM, DIN, BS, or EN standards.

3.11.3.4.4 Wedge Glazing Gaskets

Wedge glazing gaskets shall be high-quality extrusions of cured elastomeric virgin neoprene compounds, ozone resistant, conforming to ASTM, DIN, BS, or EN standards.

3.11.3.4.5 Putty and glazing Compound

Glazing compound shall conform to ASTM, DIN, BS, or EN standards for face-glazing metal sash. Putty shall be linseed oil type conforming to DIN, BS, or EN standards for face-glazing primed wood sash. Putty and glazing compounds shall not be used with insulating glass or laminated glass.

3.11.3.4.6 Setting and Edge Blocking

Neoprene setting blocks shall be dense extruded type conforming to ASTM, DIN, BS, or EN standards. Silicone setting blocks shall be required when blocks are in contact with silicone sealant. Profiles, lengths and locations shall be as required and recommended in writing by glass manufacturer.

3.11.3.4.7 Preparation

Openings and framing systems scheduled to receive glass shall be examined for compliance with glass manufacturer's recommendations including size, squareness, offsets at corners, presence and function of weep system, face and edge clearance requirements and effective sealing between joints of glass-framing members. Detrimental materials shall be removed from glazing rabbet and glass surfaced and wiped dry with solvent. Glazing surfaces shall be dry and free of frost.

3.11.3.4.8 Installation

Glass and glazing work shall be performed in accordance with, glass manufacturer's instructions and warranty requirements. Glass shall be installed with factory labels intact and removed only when instructed. Edges and corners shall not be ground, nipped or cut after leaving factory. Springing, forcing or twisting of units during installation will not be permitted.

3.11.3.4.9 Cleaning

Upon completion of project, outside surfaces of glass shall be washed clean and the inside surfaces of glass shall be washed and polished in accordance with glass manufacturer's recommendations.

3.11.3.5 Protection

Glass work shall be protected immediately after installation. Glazed openings shall be identified with suitable warning tapes, cloth, or paper flags, attached with non-staining adhesives. Reflective glass shall be protected with a protective material to eliminate any contamination of the reflective coating. Protective material shall be placed far enough away from the coated glass to allow air to circulate to reduce heat buildup and moisture accumulation on the glass. Glass units which are broken, chipped, cracked, abraded, or otherwise damaged during construction activities shall be removed and replaced with new units.

3.12 FINISHES

All finishes, colors and materials in existing building and new buildings shall match. See Section 01335 for color submittals required. Provide color boards with all materials for COR approval prior to ordering materials.

3.12.3 Exterior Stucco Walls

The exterior of all buildings shall be stucco and/or plaster conforming to ASTM C926. A temperature of between 4 and 27 degrees C shall exist for a period of not less than 48 hours prior to application of plaster and for a period of at least 48 hours after plaster has set. Control joints shall be designed for expansion and contraction of plaster work due to thermal exposure. Control joints shall comprise of back to back casing beads. **Install heavy duty metal lath**

up to 8'-0" (2400mm) above grade, and standard metal lath after that. Install new stucco in 2 coats. The first coat shall be a scratch coat approximately 1 cm thick. Allow 7 days to cure. The second coat shall be finish stucco, smooth finish, approximately 1 cm thick. Allow 7 days to cure before painting. Stucco showing over sanding, cracks, blisters, pits, checks, discoloration or other defects is not acceptable. Defective plaster work shall be removed and replaced with new plaster at the expense of the Contractor. Patching of defective work will be permitted only when approved by the Contracting Officer. Patching shall match existing work in texture and color. All exterior color finish shall be integral with the stucco finish. No painted stucco shall be permitted due to minimize future maintenance. Color to be selected by the Contracting Officer from the color board provided by the Contractor. When rigid board exterior installation is used on exterior walls, installation board shall be kept minimum 200mm above grade, and stucco shall wrap around the under-side of the installation board at that elevation above grade.

3.12.4 Interior Walls

Interior walls shall be plaster applied in a similar manner as exterior stucco. Paint with 2 coats of semi-gloss off-white with less than .06% lead by weight color to be selected by the Contracting Officer from the color board provided by the Contractor.

3.12.5 Interior Ceilings

Ceilings of Barracks, and Headquarters, shall be plaster applied in 2 coats over wire mesh, which is to be stapled to the 20 mm x 60 mm wood battens. Paint ceiling with 2 coats of flat white, with less than .06% lead by weight. Gypsum board may be used in lieu of plaster but framing supports for Gypsum board shall be as follows: For ½" thick gypsum board structural fastener supports shall be not further apart than 400 mm. If gypsum board is thicker follow guidelines in ASTM C 840 for supports and fastener frequency.

3.12.5.1 Ceilings of Dining Facility shall be exposed concrete painted with 2 coats of flat white, with less than .06% lead by weight.

3.12.6 Exposed Exterior Steel trim, Frames, Doors and Pipe Railings

Paint with one coat oil-based primer, with 2 coats of oil-based alkyd gloss enamel, color to be selected by the Contracting Officer from the color board provided by the Contractor.

3.12.7 Exposed Wood Trim, Frames and Doors

Paint with one coat oil-based primer, 2 coats of gloss enamel, color to be selected by the Contracting Officer from the color board provided by the Contractor

3.12.8 Tile Work

Tile work shall not be performed unless the substrate and ambient temperature is at least 10 degrees C and rising. Temperature shall be maintained above 10 degrees C while the work is being performed and for at least 7 days after completion of work. Upon completion, tile surfaces shall be thoroughly cleaned in accordance with manufacturer's approved cleaning instructions. Acid shall not be used for cleaning glazed tile. Floor tile with resinous grout or with factory mixed grout shall be cleaned in accordance with instructions of the grout manufacturer. After the grout has set, tile wall surfaces shall be given a protective coat of a non-corrosive soap or other approved method of protection.

3.12.8.1 Floors in wet areas shall be non-slip ceramic or 300 mm x 300 mm terrazzo tile with thin set mortar. Joints shall be 2-3 mm. Waterproof gray grout shall be applied the full depth of the tile. Floors shall slope, minimum 1/50, to floor drains. Slope shall be obtained with sloping mortar bed of minimum 20 mm thickness. Provide continuous waterproofing membrane beneath sloping mortar bed, turn up wall 300 mm behind wall base. Membrane shall be fully sealed at joints and shall shed water into body of floor drain. Color of tile shall be selected by the Contracting Officer from samples provided by the Contractor.

3.12.8.2 Floors in administration areas, living quarters, corridors, and all rooms unless otherwise stated shall be 300 mm x 300 mm terrazzo tile with thin set mortar or sealed concrete with smooth finish. Joints shall be 2-3 mm. Waterproof gray grout shall be applied the full depth of the tile. Color of tile shall be selected by the Contracting Officer from samples provided by the Contractor.

3.12.8.3 Walls in wet areas shall be tiled with 150 mm x 150 mm glazed ceramic tile up to 2 meters above the floor to include interior of toilet stalls, showers and behind sinks. Joints shall be 2-3 mm. Waterproof gray grout shall be applied full depth of the tile. Grout shall cure for 72 hours and then be sealed with a commercial grout sealant in two coats. Color of tile shall be selected by the Contracting Officer from samples provided by the Contractor.

3.12.8.4 The ablution drain areas shall be recessed below the floor level 200 mm and lined with ceramic tile. Ceramic tile shall extend up the wall past the water spigots to a height of 2 m above finished floor. Seats shall be formed concrete with terrazzo tile finish to match the floor, 300 mm x 300 mm x 300 mm high finished dimensions. Color of ceramic tile shall be selected by the Contracting Officer from samples provided by the Contractor. Spacing between tiles shall be similar to terrazzo tile.

3.12.8.5 Kitchen in Dining Facility shall be covered with terrazzo flooring or quarry tile. Walls in kitchen shall be ceramic tile up to 2 m above finished floor. Floor in Dining area shall be terrazzo tile.

3.12.9 All other floors are to be completely cleaned and sealed epoxy. Color to be selected by the Contracting Officer from samples provided by the Contractor.

3.13 SPECIALTIES

3.13.1 Mirrors

0.6 m x 0.9 m, 6 mm plate glass shall be mounted above all lavatories. Mount bottom of mirrors 1.1m above finished floor.

3.13.2 Toilet Paper Holders

Toilet paper holders, stainless steel, shall be installed approximately 600 mm above floor.

3.13.3 Shower Curtain Rods & Shower Curtain

Shower curtain rods, stainless steel, heavy duty, 18 gauge shall be mounted between the screen walls of each shower stall. Mount rod at 2.0 m above finished floor. Provide a shower curtain with support rings for each shower stall.

3.13.4 Grab-Bars

Stainless steel grab-bars, heavy duty, 18 gauge, two each 900 mm and 1050 mm long, 40 mm diameter shall be mounted behind and beside all eastern toilets, and bathtubs as they occur.

3.13.5 Paper Towel Dispensers

Paper towel dispensers, 0.683 mm Type 304 stainless steel, surface mounted. Furnish tumbler key lock locking mechanism.

3.13.6 Light Duty Metal Shelf

Provide a 600 mm long, light duty stainless steel shelf and brackets over each lavatory.

3.13.7 Robe Hooks

Robe hooks on all toilet and shower stalls required.

3.14 COLD STORAGE ROOMS

3.14.1 Contractor shall provide the Contracting Officer shop drawings for approval of appropriately sized walk-in refrigerators and freezer to include proposed manufacturer, construction details, manufacturer's instructions, evacuation and charging procedures, operation and maintenance date, start-up and initial operational tests.

3.14.2 Walk-in coolers shall be panel type modular construction. Doors shall be swing-type. Refrigeration equipment shall be remote located on the exterior of the building. Provide a temperature/ alarm system. Provide interior lighting with exterior switch. Floors of cool rooms shall be insulated panelized construction from the manufacturer of the cool rooms. The concrete floor will not be depressed.

3.14.3 Refrigeration piping shall be annealed or hard drawn seamless copper tubing in conformance with ASTM B280. Refrigeration systems shall be remote type.

3.14.4 Electrical characteristics shall match local power 380v/3ph/50Hz and 220v/1ph/50Hz.

Preservation and packing shall be commercial grade.

Provide a recording thermometer.

Provide temperature alarm with connector to remote temperature alarm.

Provide outdoor condensing unit cover and security fence or wall to protect outside units. Provide condensing unit outdoor controls for operation down to –18 degrees C ambient temperature.

Refrigeration Equipment

Refrigeration equipment shall be designed for remote installation. Design units for 16 to 18 hour operation at the indicated interior temperature in –18 degree C ambient temperature. Capacities, air delivery, and dimensions shall be as indicated. Remote condensing units shall be factory fabricated and rated in accordance with UL303 and ARI 365. Provide with motor, air cooled condenser, receiver, compressors, mounted on a common base. Compressors shall be hermetic type. Evaporators shall be factory fabricated and rated in accordance with UL 412 and ARI 420. Forced convection, unit cooler type, made to suspend from the ceiling panels, with forced air discharged parallel to the ceiling. Provide with air circulating motor, multi-fin tube type coil and grille assembled within a protective housing. Air circulation motors shall be lifetime sealed, and the entire unit-cooler assembly shall be accessible for cleaning. Provide a drip pan and drain connection. When the cold storage room is used for freezing, provide an automatic electric heat defrosting system. Provide a timer type defrost controllers.

Provide condensate drain lines and drains below freezer floors with electric heating cable, thermostatically controlled to maintain 10 degrees C at zero flow rate. Cable shall be sized in accordance with manufacturer's recommendations.

3.14.11 Submit a copy of installation instructions to the Contracting Officer covering both assembly and installation of the refrigeration equipment prior to start of

3.14.12 Work Start up and initially operate the systems upon completion of the installation of the equipment and refrigerant piping. Adjust the safety and automatic controls to place them in operating sequence. Record manufacturer's recommended readings hourly. Operational test shall cover a period of not less

than 24 hours. Upon completion of Operational test the systems shall be performance tested. Test duration shall not be less than 8 hours. Test shall include the following information to be in the report with conclusions regarding the adequacy of the systems:

Time, dates and duration of tests:

- Inside dry-bulb and wet-bulb temperatures maintained in each room during the tests employing recording instruments calibrated before the tests.

- Outside dry-bulb and wet-bulb temperatures obtained from recording instruments calibrated and checked hourly with a sling psychrometer.

- Evaporator and condenser entering and leaving temperatures taken hourly with the compressors in operation.

- The make, model, and capacity of each evaporator and condensing unit.

- Voltmeter and ammeter readings for condensing units and evaporators.

3.14.13 Provide chart showing the layout of the refrigeration systems, including piping, valves, wiring, and control mechanisms. Submit printed instructions covering the maintenance and operation of refrigeration equipment. Tag shutoff valves in accordance with the instructions. Provide any special tools necessary for repair and maintenance of the systems.

3.14.14 Remove any packing material. Wash and clean floors, walls, ceilings and equipment inside of cool rooms. Wash and clean exposed surfaces on outside.

3.14.15 Upon completion of the work and at a time designated by the Contracting Officer, provide instruction to designated personnel in the operation and maintenance of each refrigeration system. The period of instruction shall not be less than one 8-hour day.

4.0 STRUCTURAL

4.1 GENERAL

The project consists of various structures. The new buildings shall be provided with a reinforced concrete slab foundation that is properly placed on suitable compacted ground area and shall be in accordance with the recommendations from the geotechnical investigation. The reinforced concrete foundation shall be designed by the Contractor. Building foundations shall be founded a minimum of 800 mm below grade.

4.2 DESIGN

Design shall be performed and design documents signed by a registered professional architect and/or engineer. Calculations shall be in SI (metric) units of measurements. All components of the building shall be designed and constructed to support safely all loads without exceeding the allowable stress for the materials of construction in the structural members and connections. All building exterior walls shall be constructed with reinforced CMU, shotcrete 3-D panels, or reinforced concrete unless otherwise stated in sections 1010 or 1015.

4.3 STANDARDS

The Contractor should use the following American standards to provide sound structural design if local standards are not available, relevant, or applicable. The Contractor shall follow American Concrete Institute Standards for design and installation of all concrete structures.

Concrete	280.0 kg./sq.cm (f'c) (4000psi) a minimum specified compressive strength @ 28 days (ASTM-. C 39 and ACI 318) with a maximum water-cement ratio of 0.45.
Plaster strength	140.0 kg./sq.cm (f'c) (2000psi) conforming to ASTM C 926.
Steel Reinforcement	4218.0 kg./sq.cm(Fy= 60.0 ksi),yield strength.
Welded Wire Fabric	ASTM A185
Anchor Bolts	ASTM A307 using A36 steel.
Concrete Masonry Units	ASTM C90, Type I (normal wt, moisture Cntrl).
Mortar	ASTM C270, Type S (Ultimate compressive strength of 130.0 kg/sq. cm.)
Proportion	1 part cement, 0-1/2 part lime and 4-1/2 parts aggregate
Grout	ASTM C476 (Slump between 200 mm to 250 and Compressive Strength 14 MPa (2000 psi) at 28 days.
Joint Reinforcement	Standard 9 gauge minimum, Ladder Type
Structural Steel	ASTM A36: 2530.0 kg./sq.cm (Fy = 36,000psi)
Welding	AWS (American Welding Society) D1.1-2002.

4.4 DEAD AND LIVE LOADS

Dead loads consist of the weight of all materials of construction incorporated in the buildings. Live loads used for design shall be in accordance with the Structural Load Data, UFC-3-310-01, and edition as referenced herein.

4.5 WIND LOADS

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

4.6 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.

4.7 STRUCTURAL CONCRETE

Concrete structural elements shall be designed and constructed in accordance with the provisions of the American Concrete Institute, Building Code Requirements for Structural Concrete, ACI 318, latest edition. A minimum cylinder 28 day compressive strength of 28 MPa (4000 psi) shall be used for design and construction of all concrete, except that 24 MPa (3500 psi) shall be used for Shotcrete applications. Reinforcing steel shall be deformed bars conforming to American Society for Testing and Materials (ASTM) publication ASTM a 615, Deformed and Plain Billet-Steel Bars for Concrete Reinforcement. Concrete at or below grade shall have maximum water-cement ration of 0.45. No concrete shall be placed when the ambient air temperature exceeds 32 degrees C (90 degrees F) unless an appropriate chemical retardant is used. In all cases when concrete is placed at 32 degrees C (90 degrees F) or hotter it shall be covered and kept continuously wet for a minimum of 48 hours. Concrete members at or below grade shall have a minimum concrete cover over reinforcement of 75 mm (3 inch).

4.8 MASONRY

Masonry shall be designed and constructed in accordance with the provisions of Building Code Requirements for Masonry Structures, ACI 530/ASCE 5/TMS 402, latest editions. Mortar shall be Type S and conform to ASTM C 270, latest edition. Masonry shall not be used below grade, unless for fully grouted and reinforced foundation stem walls. **All cells of CMU walls shall be fully grouted and reinforced.**

4.9 STRUCTURAL STEEL

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

4.10.1 Steel Roof Joists

Steel roof joists shall be placed according to the roof design and roof manufacturer specifications. Steel purlins shall be installed perpendicular to the steel beams. Use continuous metal roof sheets from ridge to eave to avoid constructing roof seams. In lieu of the continuous metal roof sheets, the Contractor can submit a plan for roofing seams; however, the plan must show a detail of how leaks will be avoided, and the Contracting Officer before application must approve the plan. Steel "hat channels" shall be installed on the bottom side of steel beams for the installation of gypsum board with screws. Provide all necessary metal framing for roof fascia and soffits. See structural paragraph for structural characteristics of steel joists.

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4.10 METAL DECK

Deck units shall conform to SDI Publication Number 29. Panels of maximum possible lengths shall be used to minimize end laps. Deck units shall be fabricated in lengths to span three or more supports with flush, telescoped or nested 50 mm (2 inch) laps at ends, and interlocking, or nested side laps. Metal deck units shall be fabricated of steel thickness required by the design and shall be galvanized.

4.11 OPEN WEB STEEL JOIST

Open web steel joists shall conform to SJI Specifications and Tables. Joists shall be designed to support the loads given in the standard load tables of SJI Specifications and Tables.

4.12 FOUNDATIONS

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

4.13 EARTHWORK AND FOUNDATION PREPARATION

4.13.1 Capillary Water barrier

ASTM C 33 fine aggregate grading with a maximum of 3 percent by weight passing ASTM D 1140, 75 micrometers, No. 200 sieve, or 37.5mm and no more than 2 percent by weight passing the 4.75mm No. 4 size sieve and conforming to the soil quality requirements specified in the paragraph entitled "Satisfactory Materials."

4.13.2 Satisfactory Materials

Any materials classified by ASTM D 2487 as GW, GW-GM, GW-GC, SW, SW-SM, SW-SC, SC, or CL-ML and free of debris, roots, wood, scrap material, vegetation, refuse, soft unsound particles, or objectionable materials. Unless specified otherwise, the maximum particle diameter shall be one-half the lift thickness at the intended location.

4.13.3 Unsatisfactory Materials

Any materials which do not comply with the requirements set forth in the Satisfactory Materials paragraph. Unsatisfactory materials also include man-made fills, trash, refuse, or backfills from previous construction. Unsatisfactory material also includes material classified as satisfactory which contains root and other organic matter, frozen material, and stones larger than 75mm. The Contracting Officer shall be notified of any unsatisfactory materials.

4.13.4 Clearing and Grubbing

Unless indicated otherwise, remove tress, stumps, logs, shrubs, brush and vegetation, and other items that would interfere with construction operations within lines 1.5 meters outside of the building and structure line. Remove stumps entirely. Grub out matted roots and roots over 50mm in diameter to at least 460mm below existing surface.

4.13.5 Stripping

Strip suitable soil from the site where excavation or grading is indicated and stockpile separately from other excavated material. Material unsuitable for use as topsoil shall be stockpiled and used for backfilling. Locate topsoil so that the material can be used readily for the finished grading. Where sufficient existing topsoil conforming to the material requirements is not available on site, provide borrow materials suitable for use as topsoil. Protect topsoil and keep in segregated piles until needed.

4.13.6 Excavation and Compaction of Fill

Excavate to contours, elevation, and dimensions indicated. Reuse excavated materials that meet the specified requirements for the material type required at the intended location. Keep excavations free from water. Excavate soil disturbed or weakened by Contractor's operations, soils softened or made unsuitable for subsequent construction due to exposure to weather. Excavations below indicated depths will not be permitted except to remove unsatisfactory material. Unsatisfactory material encountered below the grades shown shall be removed as directed. Refill with satisfactory material and compact to at least 95 percent of the maximum dry density, as determined by the Modified Proctor laboratory procedure. ASTM D 1557 shall be used for producing the Modified Proctor moisture-density curve, unless the soil to be compacted includes more than 30% retained on the 19 mm (3/4") sieve. In this case, the Contractor must replace the ASTM D 1557 laboratory compaction procedure with AASHTO T 180, Method D, corrected with AASHTO T 224.

During compaction, the moisture content of the soil shall be within 1.5 percent of the optimum moisture content, as determined by the Modified Proctor laboratory procedure. The thickness of compacted lifts shall not exceed 15 cm and the dry density of each compacted lift shall be tested by either sand cone (ASTM D 1556) or nuclear gage (ASTM D 2292). If the nuclear gage is used, it must first be compared to sand cone tests for each soil type to verify the accuracy of the nuclear gage measurements for moisture content, wet density, and dry density. Furthermore, every tenth nuclear gage test must be accompanied by a sand cone test and these verification data must be summarized and submitted to the Contracting Officer. Density tests shall be performed at a frequency of not less than one test for each 200 square meters and not less than two tests per compacted lift.

4.13.7 Structures with Spread Footings

Ensure that footing subgrades have been inspected and approved by the Contracting Officer prior to concrete placement. Fill over excavations with concrete during foundation placement.

5.0 GEOTECHNICAL

5.1 SOIL INVESTIGATION

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 Contractor shall produce a detailed geotechnical report containing field exploration and testing results, laboratory testing results (particle sizes and distribution, liquid and plastic limit test, and moisture and density test, etc.). Information in the report shall include, but not limited to: existing geotechnical (e.g. surface and subsurface) conditions, location of subsurface exploration logs on site plan, exploration point, allowable soil bearing capacity and foundations recommendations, bearing capacity, pavement design criteria (e.g. CBR values, K values), ground-water levels, and

construction materials (e.g. concrete cement, asphalt, and aggregates). For standard penetration test (SPT), the Contractor shall use ASTM D1586. All geotechnical laboratory and field work shall be based on standards set forth in the ASTM. Contractor shall not use any DIN.

For allowable bearing pressures, the contractor shall compare the values obtained from field investigation and laboratory testing with values set forth in the UFC 3-220-03FA, Table 6-1 for the soil type encountered. The contractor shall use the lower of the two values for the soil type for all foundations and pavement designs.

The contractor shall submit a geotechnical investigation plan prior to commencing any field investigation to the USACE-AED Engineering Brach through the COR for review and approval. Once the plan is reviewed and approved, the Contractor can start the field investigation. The Geotechnical report shall be submitted with all the design review submittals as specified in the 01335. No design review submittal shall be considered complete without an approved geotechnical report.

5.2 GEOTECHNICAL QUALIFICATIONS

A geotechnical engineer or geotechnical firm responsible to the Contractor shall develop all geotechnical engineering design parameters. The geotechnical engineer or geotechnical firm shall be qualified by: education in geotechnical engineering; professional registration; and a minimum of ten (10) years of experience in geotechnical engineering design. The geotechnical firm conducting either the field investigation or laboratory work shall be certified by the Chief, Quality Assurance Branch USACE-AED. Certification document shall be submitted as part of the Geotechnical Report.

6.0 MECHANICAL

6.1 GENERAL

The work covered by this section consists of design, supply, fabrication and installation of new building heating, ventilation and air-conditioning (HVAC) systems. It also includes the delivery to site, erection, setting to work, adjusting, testing, balancing and handing over in perfect operating and running condition all of the HVAC equipment including all necessary associated mechanical works.

6.2 SPECIALIST SUB-CONTRACTORS QUALIFICATIONS

The heating, ventilation, and air-conditioning works shall be executed by an air-conditioning specialist sub-contractor experienced in the design and construction HVAC equipment to include conventional compression systems, heat pump units, space heaters and knowledge in fabricating specialized units consisting of supplemental electric resistance heaters in satisfying the specified indoor design conditions. HVAC equipment will normally consist of split pack heat pump units with supplemental electric heating elements, ducted packaged heat pump units with supplemental duct mounted electric resistance heaters, industrial quality unit heaters, air ventilation systems and specialized industrial ventilation systems. The HVAC heating and cooling load calculations shall be prepared using recognized HVAC load analysis programs such as Trane “Trace” or Carrier “HAP”. The heating and cooling load calculations shall take into account the site elevation and ambient design temperatures when determining required HVAC equipment capacities and airflows. The HVAC specialist shall submit the complete HVAC analysis at the 65% design submittal. The HVAC analysis shall clearly state the type of systems to be used and how the system will satisfy the specified indoor design conditions. Provide related psychrometric charts showing the air wet bulb and dry bulb temperatures at each section of the heat/cool unit during both design heating and cooling operation.
Provide complete, edited specifications using the UFGS specs for selected HVAC system. The edited specifications shall be submitted along with the 65% design submittal. The specifications shall be coordinated with the manufacturer of the equipment.

6.3 CODES, STANDARDS AND REGULATIONS

The equipment, materials and works covered under the heating, ventilation and air-conditioning services shall conform to the referenced standards, codes and regulations where applicable except where otherwise mentioned under each particular clause.

6.4 DESIGN CONDITIONS

Outside Design Conditions **(Contractor shall verify the ambient conditions with available and reliable local weather data)**.

Use the following for Mazir-e-Sharif area:
Latitude – (approx.) 36 deg. North
Longitude – (approx.) 67 deg. East
Elevation – (approx.) 391 M (1284 ft.)
Summer – 37.8 deg C (100 deg F) Dry Bulb (DB) & 20.5 deg C (69 deg F) Wet Bulb (WB)
Winter – (0 deg C / 32 deg F)
Daily Range – data unknown

6.4.1 Indoor Design Condition

Enlisted Barracks	No cooling	Heating 20 C (68 F)
Senior Barracks	Cooling 25.6 C (78 F)	Heating 20 C (68 F)
Administrative buildings/Offices	Cooling 25.6 C (78 F)	Heating 20 C (68 F)
DFAC (Dining Area)	Cooling 25.6 C (78 F)	Heating 20 C (68 F)
Toilet/Shower/Laundry bldgs	No cooling	Heating 20 C (68 F)
Maintenance facilities	No cooling	Heating 12.7 C (55 F)
Communication building	Cooling 25.6 C (78 F)	Heating 20 C (68 F)
Storage buildings	No cooling	No heating
Arms Storage	No cooling	Heating 12.7 C (55 F)
Gymnasiums	Cooling 25.6 C (78 F)	Heating 20 C (68 F)
Guard towers/sheds	Cooling 25.6 C (78 F)	Heating 20 C (68 F)

Warehouses do not normally require any temperature control unless materials requiring special temperature control are stored. In general, warehouses, laundry, and storage buildings and vehicle maintenance bays shall be provided with ventilation to maintain the indoor conditions to 10 F above the summer ambient DB temperature. If the warehouse is to be occupied (people working), provide infrared heaters to spot heat the space where the people normally work. Vehicle maintenance bays shall be provided with infrared heaters or unit heaters.

6.4.2 Noise Level

Noise levels inside occupied spaces generated by HVAC systems shall not exceed **NC 35**

6.4.3 Internal Loads

a. Occupancy: Use ASHRAE standards to calculate sensible and latent heat from people. In general, light/moderate office work is 73watts sensible and 45watts latent.
b. Lighting: 21.5 W/m2 (2 W/Ft2) maximum (however lighting levels shall meet minimum requirements and shall be accounted for in the heating and cooling loads based on the actual lighting design).
c. Outdoor Air: Outdoor ventilation air shall be provided per ASHRAE Standard 62.1 with the exception of guard towers, guard shacks, and storage facilities. In general this requires 2.5 L/s/Person (5 CFM/Person) and 0.3 L/s per square meter of floor space (0.06 CFM/sqft); outdoor air requirements can be satisfied by opening windows and doors for facilities without a ducted system.

Latrine/Bathroom Exhaust– 85 CMH (50 CFM) per toilet, urinal, and shower head.
d. Building Pressurization: 1.3 mm W.G. (0.05 in W.G.); Maintain negative pressure in latrine areas. This is only applicable for buildings provided with central ducted forced air systems

6.5 NEW AIR CONDITIONING & HEATING EQUIPMENT

Environmental control of the facilities shall be achieved by HVAC equipment as listed below and approved by the U.S. Government. Unless otherwise noted, the Contractor may choose any combination of equipment to achieve the inside design conditions specified for the floor plans that is the most Life Cycle Cost Effective to the government. Contractor shall size and select equipment based on equipment manufacturer's performance data at the project site elevation and ensures the equipment's performance meets the design heating and cooling sizing requirements.

Facility Type	Cooling	Heating	Type of HVAC System	Remarks
Enlisted Barracks	None	20C 68 F	Unit Heaters	Provide ceiling fans
Officers Barracks	25.6C 78 F	20C 68 F	Split pack heat pump units	
Battalion HQs	25.6C 78 F	20C 68 F	Ducted packaged heat pump	
Toilet/Shower/ Laundry	None	20C 68 F	Unit Heaters	Provide adequate ventilation
Storage	None	7.2 C 45 F	Unit heaters	Provide adequate ventilation
DFAC (Dining Area)	25.6C 78 F	20C 68 F	Ducted packaged heat pump	
Comm/Maint	25.6C 78 F	20C 68 F	Ducted packaged heat pump	
Gymnasium	25.6C 78 F	20C 68 F	Ducted packaged heat pump	
POL Storage	None	7.2 C 45 F	Unit heater	Provide adequate ventilation
Arms Storage	None	7.2 C 45 F	Unit heater	Provide adequate ventilation
Vehicle Maintenance	None	12.7 C 55 F	Unit heaters or infrared heaters	Provide adequate ventilation
Enclosed Power Plant (Office space to be provided with split pack heat pump unit)	None	12.8C 55 F	Unit heaters	Provide adequate ventilation.
Guard House	25.6C 78 F	20C 68 F	Split pack heat pump	
Guard Tower	25.6C 78 F	20C 68 F	Split pack heat pump	

6.5.2 Unitary Ducted Heat Pump Units

Ducted, packaged heat pump units shall be provided for all large occupied buildings such as DFACs, Administrative, MWR facilities and operational facilities. Ducted forced air systems are required to satisfy the indoor air quality as specified in ASHRAE 62.1 and to maintain positive pressure of 1.3 mm W.G. in the buildings. Ducted heat pump units shall be unitary in design and factory manufactured ready for installation. Heat pump units

shall provide cooling during summer and heating during winter. The unit shall consist of DX coil, blower, supplemental electric heater elements, washable filter, and condenser unit containing the compressor, condenser coil, fans and all internal controls/fittings complete all mounted in a weatherized housing finished for exposed installation. The unit shall be suitable for exterior installation and be mounted on steel supports or on a concrete pad. Copper refrigerant suction and liquid piping shall be sized, insulated and installed in accordance to unit manufacture recommendations. Unit temperature control shall include wall mounted adjustable thermostat, blower on-off-auto switch and heating-cooling change over control. Heat pump units shall be limited to 10 tons each. Facilities requiring more than 10 tons of cooling shall be provided with multiple heat pump units.

6.5.3 Unitary (ductless split) Heat Pump Units

Unitary ductless split pack heat pump units shall be provided for small and isolated rooms, such as the guard tower, guard shed and remote small buildings. Ductless split units shall be unitary in design and factory manufactured ready for installation. Heat pump units shall provide cooling during summer and heating during winter. Evaporator unit shall consist of a DX coil, blower, supplemental electric heater elements and washable filter all mounted in a housing finished for exposed installation. Cooling coil condensate piping shall route to and discharge to the sanitary sewer system. The condensing unit will contain compressor, condenser coil, and all internal controls/fittings complete to include a weatherized housing. Outdoor condensing unit shall be mounted on steel supports or on a concrete pad. Copper refrigerant suction and liquid piping shall be sized, insulated and installed in accordance to unit manufacture recommendations. Unit temperature control shall include wall mounted adjustable thermostat, blower on-off-auto switch and heating-cooling change over control.

6.6 DUCTWORK

Air shall be distributed from central Air Handling Units (AHUs) to achieve proper airflow throughout the facility by means of air distribution ductwork. Air distribution system shall be comprised of supply and return ductwork, fittings, grilles, registers, and/or diffusers. Ductwork shall be constructed of galvanized steel or aluminum sheets and installed as per SMACNA “HVAC Duct Construction Standards (Metal and Flexible).” Flexible non-metallic duct may be used for final unit/diffuser connection in ceiling plenums. These flexible duct run-outs shall be limited to 3 meters in length.

6.6.1 Duct Insulation

Duct insulation shall be provided for all supply ductwork that is not located in the conditioned space and for return ductwork not located within the conditioned space. All ductwork exterior to the building shall be insulated with a minimum RSI=0.88 (R5).
In general interior ducts shall be exposed to the rooms and will not be insulated. The heat lost or gained from the un-insulated ducts shall be considered as part of the heating or cooling of the conditioned space.

6.6.2 Diffusers, Registers & Grilles

Diffusers, registers and grilles shall be factory fabricated of steel or aluminum and distribute the specified air quantity evenly over the space intended. The devices shall be round, half round, square, rectangular, linear, or with perforated face as determined by the design. Units will be mounted in ceilings, high sidewalls, or directly to ductwork and shall be sized for the airflow to be delivered with a maximum NC rating of 35. Pressure loss through the diffuser shall be considered in sizing the duct system and the system static pressure calculations.

6.6.3 Branch Take-offs

Air extractors or 45° entry corners shall be provided at all branch duct take-offs. Manual volume control dampers shall be included at the branch duct take-offs and where required to facilitate air balancing and shall be shown on the design drawings.

6.6.4 Wall Penetrations

Building wall penetrations shall be carefully made so as not to deteriorate the structural integrity of the wall system. The Contractor shall consult with the building manufacturer, if possible, to determine the best way to penetrate the wall. If the building manufacturer is not available, a structural engineer shall be consulted. In either case, the recommendations of the engineer shall be strictly adhered to.

6.6.5 Air Filtration

All supply air shall be filtered using manufacturer's standard washable filters mounted inside the unit. In addition, all outdoor air intakes shall be equipped with 50 mm (2 inch) thick washable filters.

6.6.6 Control Wiring and Protection Devices

Control wiring and protection of the air conditioning units being offered must be the manufacturer's standard, pre-wired, installed in the unit at the factory or as recommended. Thermostats shall be located near the unit return, and shall include lockable housing that allows viewing of settings without permitting access. For units serving more than one area, the thermostat shall be located near the return of the space with the highest heat generation.

6.7 COLD STORAGE ROOMS & CONEX BUILDINGS

6.7.1 Shop Drawings

Contractor shall provide the Contracting Officer shop drawings for approval of appropriately sized walk-in refrigerator and freezer to include proposed manufacturer, construction details, manufacturer's instructions, evacuation and charging procedures, operation and maintenance date, start-up and initial operational tests.

6.7.2 Modular Construction

Walk-in coolers shall be panel type modular construction. Doors shall be swing type. Refrigeration equipment shall be remote located on the exterior of the building. Provide a temperature/ alarm system. Provide interior lighting with exterior switch. Floors of cool rooms shall be insulated panelized construction from the manufacturer of the cool rooms. The concrete floor will not be depressed.

Walk-in freezer shall be able to maintain the product temperature between -10 to 0 deg F.

Walls, ceiling and flooring of the coolers and freezer shall not contain any wood or wooden material. Walls and ceiling shall be made of sandwiched panels filled with polystyrene or urethane insulation material. Panels shall be aluminum or stainless steel.

Ramps shall be provided at the door of the cooler and freezers.

6.7.3 Piping

Refrigeration piping shall be annealed or hard drawn seamless copper tubing in conformance with ASTM B280. Refrigeration systems shall be remote type.

6.7.4 Electrical

Electrical characteristics shall match local power 380v/3ph/50Hz and 220v/1ph/50Hz.

6.7.5 Packing Material

Preservation and packing shall be commercial grade.

6.7.6 Temperature Record & Control

Provide a recording thermometer. Provide temperature alarm with connector to remote temperature alarm.

6.7.8 Outdoor Condensing Unit

Provide outdoor condensing unit cover and security fence or wall to protect outside units. Provide condensing unit outdoor controls for operation down to –18 degrees C ambient temperature.

6.7.9 Refrigeration Equipment

Refrigeration equipment shall be designed for remote installation. Design units for 16 to 18 hour operation at the indicated interior temperature in –18 degree C ambient temperature. Capacities, air delivery, and dimensions shall be as indicated. Remote condensing units shall be factory fabricated and rated in accordance with UL303 and ARI 365. Provide with motor, air cooled condenser, receiver, compressors, mounted on a common base. Compressors shall be hermetic type. Evaporators shall be factory fabricated and rated in accordance with UL 412 and ARI 420. Forced convection, unit cooler type, made to suspend from the ceiling panels, with forced air discharged parallel to the ceiling. Provide with air circulating motor, multi-fin tube type coil and grille assembled within a protective housing. Air circulation motors shall be lifetime sealed, and the entire unit-cooler assembly shall be accessible for cleaning. Provide a drip pan and drain connection. When the cold storage room is used for freezing, provide an automatic electric heat defrosting system. Provide a timer type defrost controllers.

6.7.9 Drain Lines

Provide condensate drain lines and drains below freezer floors with electric heating cable, thermostatically controlled to maintain 10 degrees C at zero flow rate. Cable shall be sized in accordance with manufacturer's recommendations.

6.7.11 Installation Instructions

Submit a copy of installation instructions to the Contracting Officer covering both assembly and installation of the refrigeration equipment prior to start of work

6.7.12 Testing

Start up and initially operate the systems upon completion of the installation of the equipment and refrigerant piping. Adjust the safety and automatic controls to place them in operating sequence. Record manufacturer's recommended readings hourly. Operational test shall cover a period of not less than 24 hours. Upon completion of Operational test the systems shall be performance tested. Test duration shall not be less than 8 hours. Test shall include the following information to be in the report with conclusions regarding the adequacy of the systems:

Time, dates and duration of tests:

- Inside dry-bulb and wet-bulb temperatures maintained in each room during the tests employing recording instruments calibrated before the tests.
- Outside dry-bulb and wet-bulb temperatures obtained from recording instruments calibrated and checked hourly with a sling psychrometer.
- Evaporator and condenser entering and leaving temperatures taken hourly with the compressors in operation.
- The make, model, and capacity of each evaporator and condensing unit.
- Voltmeter and ammeter readings for condensing units and evaporators.

6.7.13 Operations & Maintenance

Provide chart showing the layout of the refrigeration systems, including piping, valves, wiring, and control mechanisms. Submit printed instructions covering the maintenance and operation of refrigeration equipment. Tag shutoff valves in accordance with the instructions. Provide any special tools necessary for repair and maintenance of the systems.

Upon completion of the work and at a time designated by the Contracting Officer, provide instruction to designated personnel in the operation and maintenance of each refrigeration system. The period of instruction shall not be less than one 8-hour day.

6.7.14 Clean-up

Remove any packing material. Wash and clean floors, walls, ceilings and equipment inside of cool rooms. Wash and clean exposed surfaces on outside.

6.8 VENTILATION AND EXHAUST SYSTEMS

All fans shall be used for building ventilation and pressurization with capacities to be selected for minimum noise level generated. Unit mounted fans either used for supply or exhaust shall be centrifugal forward curved, backward inclined, or airfoil fans with non-overloading characteristics of high efficiency and quiet running design. The fans shall be of the heavy-duty type with durable construction and proved performance in a desert environment. Each exhaust fan shall be provided with motorized or gravity dampers which close automatically when the fan is not running. Also, each fan shall be complete with vibration isolator, external lubricators, and all accessories and sound attenuators as necessary.

Consideration shall be given to the use of gravity type or turbine ventilators for warehouse and storage buildings. Gravity type and turbine ventilators require no electrical power to operate. Application of gravity or turbine ventilators shall be incorporated as much as practically possible.

Supply intake openings shall be provided with motorized dampers which are interlocked with the exhaust fan. The dampers open or close when the exhaust fan is on or off respectively.
Maintenance shops and similar spaces that use solvents and oils shall be provided with mechanical exhaust air systems. Exhaust fans shall be centrifugal wall mounted type. Intake openings shall be provided with motorized dampers which are interlocked with the exhaust fans. The systems shall consist of centrifugal fan, ductwork, exhaust grills, and interlock controls. Comply with Industrial Ventilation UFC 3-410-04N.
Supply intake openings for gravity type or turbine ventilators shall be a louvered opening. Intake openings shall be adequately sized to induce convection flow through the gravity or turbine ventilators.
Toilet and Wash Area: Minimum exhaust ventilation shall be the largest of 35 m3/h / m2 floor or 85 m3/h / toilet (WC). At extreme cold in winter these values can be reduced for short periods to 10 m3/h / m2 or 40 m3/h / toilet (WC) to conserve heat. Provide two speed fans.

6.8.1 Kitchen Hood Exhaust and Make-up Air

As required and as per Kitchen design specialist and equipment supplier requirements. Exhaust flow rate shall be a minimum of 400 cfm per linear foot of hood length. The air velocity in the exhaust duct shall be limited to 1500 feet per minute. The designer shall take special note that multiple large propane stoves will be installed in the kitchen. The steam generated by the local style of cooking with large pots is immense in comparison to western standards, and the additional need for ventilation must be accounted for in the design. Also, the cooks are accustomed to standing on top of the stoves in order to stir the large cauldrons of food. This common cooking practice should be taken into consideration when designing the exhaust hood. The height of the hood above the stovetop should be such that a man of average stature could stand upright without risk of hitting his head on the hood. Design per NFPA 92A, 96, 204, and 211. Make up air intake shall be integral with the hood system or be located as close to the exhaust intake to prevent cold drafts. Non-integral makeup air shall be tempered within ten degrees of ambient air temperature.

To reduce sand and dirt migration, outside air intakes shall be located as high as possible within architectural constraints. The intakes shall be sized so that free air velocities are below 2.5 m/s (500 fpm). For inhabited buildings locate all air intakes at least 1.5 (center-line of intake) meters above the ground. Each air intake shall be provided with a motorized damper which is interlocked with the exhaust fan.

6.8.2 Battery Room Exhaust

Battery room exhaust shall comply with Part 6 of UFC 4-229-01N dated 16 January 2004. The UFC is available at http://www.wbdg.org/. The exhaust fan for the lead acid shop shall be sized to provide a minimum of 3 ACH. The exhaust fan shall be sized larger when required for mechanical ventilation cooling. The fan shall have a non-sparking wheel and the motor shall be located out of the airstream. The ventilation system for the shop shall be designed to provide a negative static pressure by exhausting 10% more air than is supplied. Supply air for the shop shall be 100% outside air.

6.8.3 Submittals

The Contractor shall submit the following for the equipment to be provided under this section of the specification: manufacturer's data including performance characteristics at design conditions; catalog cuts showing dimensions, performance data, electrical requirements, compliance with standards as stated in paragraph CODES, STANDARDS AND REGULATIONS; drawings indicating location and installation details.

6.9 ELECTRIC HEATERS

6.9.1 Unit Heater

Electric resistance unit heaters shall be installed in spaces where only heating is required. Generally, unit heaters shall be mounted as high as possible. Unit heaters shall be of the industrial grade, very durable and securely fastened to the ceiling, wall or structure. Provide a self-contained electric heating unit, suspended from ceiling or structure, with fan and heating elements. Provide control-circuit terminals and single source of power supply with disconnect. Heating wire element shall be nickel chromium. Include limit controls for overheat protection of heaters. Provide tamper resistant integral thermostat.

6.9.2 Cabinet Heater

Use of cabinet heaters shall be limited to spaces requiring heating and is not subject to misuse or abuse. Use of cabinet heaters is allowed only as directed by the User. Provide a self-contained electric heating unit, recessed mounted in wall or structure, with fan and heating elements. Provide control-circuit terminals and single source of power supply with disconnect. Heating wire element shall be nickel chromium. Include limit controls for overheat protection of heaters. Provide tamper resistant integral thermostat.

6.9.3 Infrared Heaters

Infrared heaters shall be provided for spot heating of a large area such as maintenance bays and warehouses. Infrared heaters shall use electricity. Contractor shall position the infrared heaters to direct the radiant heat to only those areas where people normally work. Coordinate with User. Provide control-circuit terminals and single source of power supply with disconnect.

6.9.4 Submittals

The Contractor shall submit the following for the equipment to be provided under this section of the specification: manufacturer's data including performance characteristics at design conditions; manufacturer's certificate stating that each unit will perform to the conditions stated, catalog cuts showing dimensions, performance data, electrical

requirements, compliance with standards as stated in paragraph CODES, STANDARDS AND REGULATIONS; complete shop drawings indicating location and installation details.
The manufacturer shall also submit a 2 year warranty for each of the units.

6.10 TEST ON COMPLETION

6.10.1 After completion of the work, the Contractor shall demonstrate to the Contracting Officer that the installation is adjusted and regulated correctly to fulfill the function for which it has been designed. The Contractor shall test, adjust, balance and regulate the section or sections of concern as necessary until the required conditions are obtained. Operational test shall be conducted once during the winter and once during the summer. Coordinate with the Contracting Officer on when the test shall be scheduled. Include tests for all interlocks, safety cutouts and other protective device to ensure correct functioning. All such tests shall be carried out and full records of the values obtained shall be prepared along with the final settings and submitted to the Contracting Officer in writing.

6.10.2 The following tests and readings shall be made by the Contractor in the presence of the Contracting Officer and all results shall be recorded and submitted in a tabulated form.

a. Ambient DB and WB temperatures
b. Room Inside Conditions:
   1. Inside room DB & WB temperatures
   2. Air flow supply, return and/or exhaust
   3. Plot all temperatures on psychrometric chart
c. Air Handling Equipment: Air quantities shall be obtained by anemometer readings and all necessary adjustments shall be made to obtain the specified quantities of air indicated at each inlet and outlet.
   Following readings shall be made:
   1. Supply, return and outside air CMH (CFM) supplied by each air conditioning system.
   2. Total CMH (CFM) exhausted by each exhaust fan
   3. Motor speed, fan speed and input ampere reading for each fan
   4. Supply, return and outside air temperature for each air-conditioning system.
d. Electric Motors:
   For each motor: (1) Speed in RPM
   (2) Amperes for each phase
   (3) Power input in KW

6.11 ELECTRICAL REQUIREMENTS FOR HVAC EQUIPMENT

(a) Note that electrical requirements for all HVAC systems shall be designed and installed to operate on the secondary power standard required herein. The existing power distribution system may require modifications or upgrades to support the additional power required by the HVAC unit. The Contractor is responsible to field verify all the conditions and provide complete shop drawings showing any incidental power upgrades. All electrical work shall comply with the National Electric Code.

(b) All thermostats shall be wall mounted near the return grilles in the room with the highest heat load generation and mounted 1.5 meters (5 feet) above the floor. In lieu of a thermostat, a temperature sensor may be located in the same location or in the return duct and connected to a thermostat located near the unit return. Thermostat shall be mounted 1.5 meters (5 feet) above the finished floor and be easily accessible. Thermostats for the latrine facilities shall be located near the unit return and mounted 1.5 meters (5 feet) above the finished floor. Operation of the control system shall be at the manufacturer’s standard voltage for the unit.

(c) The following are the minimum requirements for motors regarding enclosure, insulation and protection:

1. Compressor Hermetic: Provide inherent (internal) overload protection.
2. Condenser: Provide internal thermal overload protection.
3. Evaporator (Open Class "A") fan motor type provides internal thermal overload protection.

6.12 CEILING FANS

6.12.1 Ceiling Fan

Provide 1320mm blade ceiling fans at one per 40 square meters of floor space. Fans shall have reversible motors. Center or distribute evenly in room. Coordinate placement with the lighting plan to prevent conflict or casting shadows. Fan mount shall be flush, standard, or angle mount depending on ceiling height. Fan shall be mounted such that the fan blade is approximately 2.44 meters above the finished floor. The fan shall be provided with out light kit. The finish shall be factory painted white. The controls shall be from either a single pole switch or from two 3 way switches to provide on/off operation. The electrical supply shall be 230volts, single phase, and 50 hertz. Install per manufacturers' instructions.

6.12.2 Submittals.

The Contractor shall submit the following for the equipment to be provided under this section of the specification: manufacturer's data including performance characteristics at design conditions; catalog cuts showing dimensions, performance data, electrical requirements, compliance with standards as stated in paragraph CODES, STANDARDS AND REGULATIONS; drawings indicating location and installation details.

6.12.3 Submittals.

The Contractor shall submit the following for the equipment to be provided under this section of the specification: manufacturer's data including performance characteristics at design conditions; catalog cuts showing dimensions, performance data; drawings indicating location and installation details.

6.13 PROPANE COOKING STOVE

Cooking area shall be provided canopy type exhaust only kitchen hoods and associated exhaust fans. These exhaust hoods shall include baffle type aluminum filters to trap grease/oil. The exhaust fan sizing calculations should recognize the use of propane stoves in the kitchen. Sizing should accommodate all propane burning stoves running simultaneously. Additionally, the placement of the exhaust hood should allow enough clearance for an average sized male to stand on top of the stove platform unobstructed, for standing on the stove is common local cooking practice. The higher than average placement of the hood will require the extension of the lip of the hood out further than normal, in order to catch the majority of the smoke and adequately vent the area. Propane tank shall be located out the DFAC covered in the fenced storage yard
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.

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.

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 not be embedded in the concrete floor. Installation of the propane piping in concrete trenches is highly recommended. The piping may be surface mounted provided that it is not susceptible to damage or causes any safety hazards.
Piping passing through the exterior wall shall be provided with pipe sleeves.

6.13.1 Propane Fuel Storage/Distribution

Propane Storage and Distribution shall be provided to support operation of the propane stoves for cooking and boiling tea. The bulk storage of fuels shall consist of above-ground horizontal steel tanks sized to store a 15-day supply of fuel. This single tank shall be complete with fill fittings, tank gauge, vent, and other fittings and appurtenances required for full and safe operation. Tanks shall be provided with support saddles, platform/stair and concrete pad. Bulk storage capacity shall be based on minimum four-week full load operation of the kitchen. Metal fuel tank saddles should not be placed directly on fuel containment area slabs. They should be elevated on piers to avoid moisture corrosion. Propane storage tanks shall be provided and installed in accordance with NFPA 58. The propane storage tanks shall be installed on a concrete pad, and provided within an enclosure to protect the tanks from the elements. The Contractor shall coordinate with the User and the Contracting officer in determining the capacity of propane fuel required. 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.

Provide chain link fence and gates around entire propane storage facility. Fence shall match perimeter Force protection fence with lockable gates, and concertina wire etc. Provide fuel filling system for unloading fuel from fuel tanker into individual bulk storage tanks comprising of truck pad(s), duplex fuel transfer pumps, piping manifold and valves as required for a complete system.

6.14 WOOD COOKING STOVE (NOT USED)

6.15 OPERATIONS AND MAINTENANCE (O&M) FOR MECHANICAL

(a) Contractor is required to provide a 12 month supply of parts for operation and maintenance of equipment according to the manufacturer's recommendations. In addition to this, the contractors shall provide an inventory of all items, location/address stored and secured, and commissioning plans.

(b) The O&M manuals must be provided prior to any training activities. Manuals shall be "tri-lingual" in Dari, Pashto and English.

(c) All control panels shall have tri-lingual name plates in Dari, Pashto and English.

(d) The contractor shall provide an outline of the training lesson plan (to be approved by the Government) prior to conducting training. CD recordings of training on video shall also be provided, after training is conducted.

7.0 PLUMBING

7.1 SCOPE OF WORK.

7.1.1 General

The Contractor shall design and build domestic cold and hot water systems, waste, drain and vent systems, waste-oil collection and storage and fuel-oil storage and distribution systems required in the facilities identified in Section 1010 Scope of Work and as described herein. The Contractor shall also be responsible for complete design and construction of all domestic and special plumbing systems required for full and safe operations in the Generator Plant, Water Storage and other facility or structures required in this contract.

The work covered in this scope also includes the delivery to site, erection, setting to work, adjusting, testing and balancing and handing over in full operating condition all of the plumbing equipment and associated plumbing works.

7.1.2 Sub-Contractors Qualifications

The plumbing systems shall be executed by a plumbing specialist subcontractor experienced in the design and construction of these types of systems.

7.1.3 Standard Products

All materials and equipment shall be standard product of a manufacturer regularly engaged in the manufacture of the product and shall duplicate items that have been in satisfactory use for at least two (2) years prior to bid opening.

7.2 CODES, STANDARDS AND REGULATIONS

The design and installation of equipment, materials and work covered under the plumbing services shall conform to the following standards, codes and regulations where applicable except where otherwise indicated under particular clause(s). The publications to be taken into consideration shall be those of the most recent editions. Standards other than those mentioned herein may be accepted provided that the standards chosen are internationally recognized and meet the minimum requirements of the specified standards. The Contractor shall submit proof of equivalency if requested by the Contracting Officer.

IPC – International Plumbing Code

NFPA - National Fire Protection Association

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

ASME – American Society of Mechanical Engineers

ASTM – American Society for Testing and Materials

AWS – American Welding Society

UFC 4-229-01N dated 16 January 2004

7.3 PLUMBING SYSTEMS REQUIREMENTS

7.3.1 Water

Domestic cold and hot water shall be provided in the facilities to serve the water usage and plumbing fixtures provided for the facility. Water service to each facility shall enter the building in a mechanical, toilet, storage, or similar type space. The building service line shall be provided with a shut off valve installed either outside in a valve pit or inside the mechanical room or similar spaces. Water piping shall not be installed in or under the concrete foundation. All water piping shall be routed parallel to the building lines and concealed in all finished areas. Insulation shall be provided where required to control sweating of pipes or to provide protection from freezing.

7.3.2 Piping Materials

Domestic water shall be distributed by means of standard weight (schedule 40) galvanized steel pipe, Polyethylene (PE) plastic pipe (schedule 40 or 80). Waste and vent piping can be made of either galvanized steel pipe (schedule 40), or Polyvinyl Vinyl Chloride (PVC) conforming to ASTM D 2665. Corrosion protection shall be provided if galvanized piping comes in contact with earth or masonry floors, walls or ceilings.

7.3.3 Plumbing Fixtures

The following typical plumbing fixtures shall be provided:

a. Eastern Water Closet with flush tank assembly. Provide acid resisting fired porcelain enameled cast iron water closet complete with rotating No-Hub 'P' trap and No-Hub coupling to meet piping requirements. Eastern Style water closet shall be furnished with integral non-skid foot pads and bowl wash down non-splashing flushing rim. The water closet shall be completely self supporting requiring no external mounting hardware and shall be flush with floor. The Eastern Style water closet shall incorporate waterproofing membrane flashing flange. Provide a cold water spigot 300mm above finished floor on the right (from a perspective of standing inside of the cubicle and looking out) sidewall of the cubicle. Spigot shall have a flexible hose and spray nozzle such that the occupant can wash over the water closet. Toilets shall be oriented north and south. Toilets shall not face east or west.
Western style toilets shall be provided as requested by the User.

b. Lavatories. All sinks shall be trough type constructed of block and concrete with ceramic tile exterior and lining capable of withstanding abuse. Provide maintenance access to waste piping and P-traps from under the sink. Lavatories inside the prison cells shall be tamper-proof with integral spout, soap depression, and outlet connection to slip 40mm OD tubing.

c. Sink Faucets. LN faucets shall be vandal proof, heavy duty cast brass with chrome plating with separate hot and cold water valves for manual mixing. Faucet handles shall be cast brass alloy with chrome plating. **No goose neck faucet fixtures shall be used**.

d. Janitor's Sink. Floor mount janitor, enameled cast iron with copper alloy rim guard. Provide hot and cold water valves with manual mixing. Faucet handles shall be cast brass alloy with chrome plating. Include a stainless steel shelf and three mop holders.

e. Shower. Showerhead and faucet handles shall be vandal proof, heavy duty cast brass with chrome plating for the LN facilities and regular cast brass chrome plated for coalition facilities. Provide hot and cold water valves for manual mixing. In addition to a shower head, provide each shower stall with a threaded faucet approximately 1.2 m AFF with hot and cold-water controls, mixing valve and a diverter type valve so water can be directed to either the shower or to the lower faucet. Shower shall be provided with low flow shower head. The shower head shall be heavy duty type and securely fastened to the wall.

f. Emergency Shower and Eye Wash Assembly. Provide emergency shower and or eye wash assembly in Power Plant and in other facilities where appropriate. Provide a floor drain in the area, if appropriate (where emergency water flowing on the floor may lead to additional safety or operational complications).

g. Service Sink. Standard trap type, enameled cast iron. Service sinks provided in maintenance areas shall be concrete. Service sinks in battery rooms shall be acid resistant.

h. Kitchen Sink. Single bowl shall be corrosion resisting formed stainless steel. Faucet bodies and spout shall be cast brass or wrought copper alloy. Handles, drain assembly, and stopper shall be corrosion resisting steel or copper alloy.

i. Ablution Trench. See building floor plans for size and construction of trench and number of stations. Provide trench drain with brass grating and strainer. Provide each station with hot and cold water valves with manual mixing. Faucet assembly shall be vandal proof, heavy duty cast brass with chrome plating with separate hot and cold water valves for manual mixing. Faucet handles shall be cast brass alloy with chrome plating.

j. Grease Interceptor (Exterior only). Shall be steel construction manual cleaning type with removable checker-plate cover complete with flow control valve. Tested and rated in accordance with PDI G-101. Concrete shall have a minimum compressive strength of 21 MPa (3045 psi) in 28 days (kitchen use only).

k. Floor Sink (P-13). Provide floor sink, circular or square, with 300mm overall width or diameter and 250mm nominal overall depth. They shall have acid resistant enamel interior with cast iron body, aluminum sediment bucket and perforated grate of cast iron. Outlet size as indicated on plans.

l. Floor or Shower Drain: Cast iron construction with galvanized body, integral seepage pan, and adjustable perforated or slotted chromium plated bronze, nickel-bronze, or nickel brass strainer consisting of a grate and threaded collar. Toilet room floor drains are similar except are provided with built-in, solid, hinged grate.

m. Trench Drains: Floor trench shall be concrete construction with a cast iron grate. The cast iron grate shall be sectionalized and hinged so that it can easily be opened to clean out the trench. Iron grates shall be fabricated in sections in length not greater than 1500 mm. The floor trench shall be provided with perforated aluminum pan inserts which can be removed to clean out large food particles. The floor trench drain shall be adjustable perforated or slotted chromium plated bronze, nickel-bronze, or nickel brass strainer consisting of a grate and threaded collar. This style of floor trench shall be installed in the kitchen area of the DFACs in response to kitchen cleaning practices of the local national staff.

n. Room hose bibs and floor drains shall be provided as required. Afghan dining facility kitchen area clean-up hose bib to be supplied with connecting hose on reel including approximately 12 meters of hose. Provide clean-up spray nozzle with hose assembly.

o. Provide P-Traps per International Plumbing Code IPC for all fixture drains, floor and trench drains, and shower drains. P-traps shall have minimum of 50 mm water seal.

p. Large Pot sink, provide clean-up spray nozzle with hose assembly.

7.3.4 Hot Water

Hot water shall be provided for the facility to supply 49°C (120°F) hot water to fixtures and outlets requiring hot water. Hot water of a higher temperature shall be provided only where required for special use or process. Hot water piping shall be routed parallel to the building lines and concealed within finished rooms. All hot water piping shall be insulated. A hot water re-circulating pump shall be provided if hot water piping run exceeds 30m.

7.3.5 Hot Water Heaters

The hot water shall be generated by electric water heaters with the exception of Latrine/Shower and large DFAC buildings (DFACs with seating for more then 250 personnel). The unit(s) shall be typically located inside a mechanical room, storage room, toilet/janitor room or similar type space. The unit(s) shall be of the commercially available tank type having low or medium watt density electric heating elements.

In cases where the pressure of the water coming into the tank will violate manufacturer recommendations, a pressure reducer shall be installed in the line before the water heater. Also, all water heaters shall be equipped with a blow-off valve that will empty into a nearby floor drain or to the exterior of the building.

7.4 WASTE, DRAIN AND VENT SYSTEM

Floor drains shall be provided in each room that contains a water source. Floor drains shall be provided in the mechanical equipment and toilet rooms as required. Floor drains shall be provided next to the electric water heaters. In mechanical rooms, floor drains shall be provided to avoid running drain piping long distances above or over the floor. A trench drain shall be provided for the DFAC Kitchen. All waste and vent piping shall be provided in accordance with the latest edition of IPC. Drain outlet shall use p-trap system to trap sewer gases. P-trap drain should be a one-piece system without removable parts.
Every trap and trapped fixture shall be vented in accordance with the IPC.

7.5 PLUMBING FOR BATTERY ROOMS

Water, drain and associated plumbing features for the battery room shall comply with requirements in Part 6 of UFC 4-229-01N.

7.6 SPECIAL PLUMBING SYSTEMS

Contractor shall design and construct compressor air storage and distribution, waste-oil collection and storage, fuel-oil storage and distribution and other plumbing systems that are required for full performance of equipment and operations and for maintenance in the Power Plant and Vehicle Maintenance facilities. These systems shall be designed and built in accordance with codes and publications referenced herein before and in compliance with equipment manufacturer recommendations.

7.6.1 Compressed Air Systems

Compressed air system shall be in accordance with UFC 4-229-01N. Compressed air shall be provided using a packaged air-cooled electric motor driven compressor and ASME rated receiver with air cooler and moisture separator to remove moisture and oil. Compressed air system shall be capable of operation up to 200 psig maximum for 125 psig normal units. High-pressure system (above 200 psig) shall be provided to supply compressed air to equipment where required. Provide an engine driven air compressor where generator electrical power is unreliable. The air distribution system shall be provided with necessary regulator valves to maintain desired pressure. Compressed air drops shall be provided in each maintenance bay, tire shop, tool room, paint shop and other areas requiring compressed air service. Where required, line filters, lubricators, and/or hose reels shall be provided. Compressed air piping shall be black steel pipe and painted to match wall color. Noise level of air compressor should not exceed acceptable db limits.

7.6.2 Waste/Hazardous Drainage

Waste or hazardous drainage from battery repair/charging areas shall be treated prior to entering the base general waste drainage system. Hazardous waste drainage piping shall be acid resistant. Smaller battery rooms shall have waste treatment available using an acid neutralizing tank.
Waste oil storage tanks shall be provided for collection of waste oil in the power plant and vehicle maintenance facilities. Waste oil storage tank shall be underground double-wall fiberglass or double-wall steel. Provisions should be made in the design of the underground storage tank that enable manual detection of leaks, prevent overfilling, facilitate liquid level detection, and allow for vapor release.

7.6.3 Drainage from Maintenance Areas

Drainage from maintenance areas, fueling areas, POL areas, etc., shall be treated prior to entering the base general waste drainage system. Treatment shall consist of sand and oil separators as required by facility function. Buried oil storage tanks shall be provided where required.

7.6.4 Generator Fuel Storage/Distribution

Fuel Oil Storage and Distribution shall be provided to support operation of diesel engine generators at the Power Plant, emergency generators and other locations. The bulk storage of fuels shall consist of above-ground horizontal steel tanks sized to store a 28-day supply of fuel, with containment dikes. These tanks shall be complete with fill tube and cap, suction tube, tank gauge, vent, and other fittings and appurtenances required for full and safe operation. Tanks shall be provided with support saddles, platform/stair and concrete pad. Fuel shall be transferred from the bulk storage tanks by duplex transfer pumps into individual day tanks. Fuel piping shall be fiberglass for underground and steel for piping located above grade. Bulk storage capacity shall be based on minimum four-week full load operation of the plant. Metal fuel tank saddles should not be place directly on fuel containment area slabs. They should be elevated on piers to avoid moisture corrosion. Fuel containment area should have a sump or manually controlled water release valves for water removal.

7.5.4.1 Filling System

Provide fuel filling system for unloading fuel from fuel tanker into individual bulk storage tanks comprising of truck pad(s), duplex fuel transfer pumps, piping manifold and valves. The system shall provide remote fuel level monitoring panels at the pad(s).

7.6.5 Motor Pool Fuel Point (Storage/Dispensing)

Fuel storage and distribution shall be provided to support the vehicles used at various locations on base. The fuels shall be stored in one or more above-ground or underground horizontal steel tank as per capacity schedule given below.

Motor Pool 38,000 liters of Diesel and 10,000 liters of MOGAS.(for standard Battalion size compound) unless otherwise stated in the 1010 Scope of Work.

These tanks shall be complete with fill tube and cap, suction tube, tank gauge, vent, and other fittings and appurtenances required for full and safe operation. Tanks shall have overfill protection devices and remote overfill alarm. Tanks shall be provided with support saddles, platform/stair, concrete pad and leak spillage containment provisions. Fuels shall be transferred from the storage tanks by transfer pumps located within the fuel dispensing units. Fuel piping shall be fiberglass for underground and steel for piping located above grade. Provide separate dispensing units for diesel and MOGAS. Each dispensing unit shall be equipped with dual nozzles and key control. Fuel dispensing unit shall be installed on an island such that two vehicles can simultaneously fuel on either sides of the dispensing unit. Coordinate site design and route all contaminated drainage water from the fuel dispensing pad through an oil/water separator. Provide containment per applicable criteria.

Fuel point and ammo storage protection consists of reinforced concrete barriers that can be prefabricated or constructed at the site. The protection and should be placed over at least two sides and have a concrete top.

7.7 TESTING AND COMMISSIONING

The Contractor shall test all piping systems in accordance with IPC International Plumbing Code. The final test shall include a smoke test for drainage and vent system and pressure test for the domestic water piping. After completing the work, the Contractor shall demonstrate that all plumbing systems operate to fully satisfy the function for which these systems have been designed. The Contractor shall test, adjust, balance and regulate the system and its controls as necessary until the required designed conditions are met. The Contractor shall include tests for interlocks, safety cutouts and other protective devices to demonstrate safe operation. All such tests shall be carried out in the presence of the Contracting Officer and full written records of the test data and final settings shall be submitted to the Contracting Officer. After all tests are complete, the entire domestic hot and cold water distribution system shall be disinfected. The system shall not be accepted until satisfactory bacteriological results have been obtained.

8.0 FIRE PROTECTION

8.1 GENERAL

Facility construction and fire protection systems shall be installed in accordance with the publications listed herein and the publications referenced therein. Where a conflict occurs among various criteria, the more stringent requirement shall take precedence.

8.2 BUILDING CONSTRUCTION

Building construction shall conform to fire resistance requirements, allowable floor area, building height limitations and building separation distance requirements of the building code.

8.3 LIFE SAFETY

Facilities features will be provided in accordance with NFPA 101, among other references, to assure protection of occupants from fire or similar emergencies.

8.4 FIRE PROTECTION EQUIPMENT

All fire protection equipment shall be listed by Underwriters' Laboratories (UL) or approved by Factory Mutual (FM) or equivalent and shall be listed in the current UL Fire Protection Equipment Directory or Factory Mutual Approval Guide or equivalent.

8.5 FIRE DETECTION AND ALARM SYSTEM

Smoke detection – see electrical section for more fire alarm and detection details. Smoke detectors are required for each building. Smoke detectors shall have back up battery power and be installed according to all applicable fire protection codes. Fire detection and alarm systems shall be provided as required by NFPA 101 and UFC 3-600-01 and listed herein. Required fire detection and alarm systems shall be designed and installed in accordance with NFPA 72.

8.6 WATER SUPPLY FOR FIRE PROTECTION

A dedicated fire protection water supply is unavailable. Therefore, alternate methods of design and construction are being instituted.

8.7 PORTABLE FIRE EXTINGUISHERS

Portable fire extinguishers shall be provided inside all facilities and at exterior locations as required in accordance with NFPA 10. Generally, extinguishers will be of the multi-purpose dry chemical type except for occupancies requiring a special type extinguisher (e.g., carbon dioxide portable fire extinguishers for electrical rooms).

9.0 ELECTRICAL

9.1 GENERAL

Contractor shall design and construct all electrical systems for the facilities to be provided. This includes design, construction, all necessary labor, equipment, and material for a fully functional system. The new phase or addition shall interface with the existing installation electrical system. Attached sheets ANA-E-01, ANA-E-02, and 1100-E-07 show the present existing conditions. The contractor shall coordinate with the present contractor on site for the final configuration and conditions.

9.2 DESIGN CRITERIA

9.2.1 Applicable Standards

a. Design shall be in the required units as stipulated herein.
b. Conflicts between criteria and/or local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, all available information shall be furnished to the Contracting Officer for approval.
c. All electrical systems and equipment shall be installed in accordance with the requirements set forth in the documents referenced herein.
d. Acceptance Testing: Contractor shall develop and submit for approval complete acceptance test procedures on all systems provided. As a minimum the testing procedures shall comply with the requirements of the National Fire Protection Association (NFPA) and the International Electrical Testing Association Inc. (NETA).

9.3 MATERIAL

9.3.1 General

Unless noted otherwise, all material used shall be in compliance with the requirements of UL standards. In the event that UL compliant materials are not available, Contractor may then select applicable British Standards (BS), IEC, CE, CSA, GS, DIN listed material (or equivalent), but the contractor must prove equivalence and must provide the government with a full copy of the relevant specification(s)/standard(s). Material and equipment installed under this contract shall be for the appropriate application and installed in accordance with manufacturers recommendations.

Equipment enclosure types shall be in compliance with the National Electrical Manufacturer's Association (NEMA) or the International Electro-Technical Committee (IEC) standards.

Major components of equipment shall have the manufacturer's name, address, type or style, voltage and current rating, and catalog number on a non-corrosive and non-heat sensitive plate, securely attached to the equipment. All equipment delivered and placed in storage, prior to installation, shall be protected from the weather, humidity and temperature variation, dirt and dust, and any other contaminants. All equipment shall be in new condition, undamaged and unused.

9.3.2 Standard Product

All material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least two (2) years prior to bid opening.

9.3.3 Design Conditions

All equipment shall be rated and designed for the maximum ambient temperature and altitude of the construction site. Equipment that is altitude and temperature sensitive, such as generators, shall be derated according to the manufacturer’s recommendations. Generic derating criteria for altitude and for ambient temperature may be used to approximate the required size of such equipment during the design phase, but a stipulation shall be placed on the construction plans to adjust the size according to the derating criteria specific to the manufacturer’s equipment chosen before the equipment is ordered.

9.3.4 Restrictions

Aluminum conductors shall not be specified or used except as bare steel reinforced (ACSR) overhead conductors in an aerial primary distribution system. Aluminum windings shall not be used in transformers.

9.4 DESIGN REQUIREMENTS

9.4.1 Power Plant

The electrical equipment for the expanded generating plant shall include, but not be limited to, diesel engine generators, expansion of the medium voltage switchgear, step-up transformers, compressors, pneumatic tanks, day tanks, relaying equipment and all other auxiliary equipment that is necessary for operating the prime power plant. All equipment items should have brief instructions posted on them in English and Afghan languages. Secondary wiring within the building shall be per paragraph ‘Secondary Power Distribution System’ below. All cabling within the Power Plant associated with Power Generation (Generator to Transformer to Switchgear) shall be installing underground. All cabling exterior of the building shall be in concrete encased ductbanks buried not less than 1200 mm below grade and duct size no smaller than 100 mm.

The contractor shall expand the existing power plant building to contain the required generators and their associated switchgear for this phase of construction. The building shall also contain space for future planned generators as

well as their associated switchgear in the switchgear lineup. At the end of the project, the power plant shall have space for at least two future generators. The addition to the switchgear lineup shall contain 15kV vacuum circuit breakers, one for each generator, and one for the new feeder if needed. The contractor shall provide all required conduit stub ups to connect all equipment (both present and planned) to the switchgear lineup. The contractor shall provide padmounted step-up transformers and the required conduits to connect the generators to their respective transformer and the transformers to the switchgear lineup.

9.4.1.1 Generators

Generators shall be skid mounted standard industry size, 1500 RPM, diesel-engine Prime Power rated units. Number of units shall be based on the N+2 principle. Where 'N' would represent number of units required to meet the ultimate demand load plus 25% spare capacity and '+2' would represent spare generators available at all times. Contractor shall consider building sq footage of existing and any known future buildings planned for calculating ultimate electrical demand loads. Generating voltage shall be 3 phase, 380 volts, and 50 hertz, stepped up to 15kV, via transformers, for base wide Primary Power Distribution through the generator switchgear described below. Generator starting may be either pneumatic or electric, at the Contractor's option. Each generator shall be provided with a day tank with a minimum fuel capacity of 8 hours operating at 100% generated rated (kW) load. The generators shall be 1000KW (1250 KVA) to match existing. The current generators are Caterpillar, Diesel, Model Number 3512B, 50Hz, 3 phase, 380V, 2066A. The generators furnished must be compatible with the existing generators. Contractor shall select generators with 380 V generating voltage and step-up to 15kV via 1500 kVA transformers for distribution. There are two open positions for new generators in the existing power plant. The contractor shall utilize the existing spare positions and expand the power house to meet the contract requirements. The Contractor shall schedule transformer and other long lead-time power submittals in time for approvals, procurement, delivery and installation to establish permanent power as soon as possible. Contractor is encouraged to offer solutions that will minimize the stocking of multiple sources of parts.

9.4.1.2 Medium Voltage (15 kV) Switchgear

The existing switchgear is dead-front type (i.e. no live parts shall be exposed) switchgear that consists of a Generator Bus and a Distribution Bus. Both buses are connected via a bus-tie circuit breaker. The distribution Bus is provided with three (3) 15 kV feeder circuit breakers. The new circuit breakers in the switchgear shall be 1200 A vacuum.. Concrete encased high voltage feeder cable duct-bank shall be providing from each breaker cubicles to outside manhole(s). Spare conduit shall be providing in each duct-bank. Conduits shall be PVC, minimum 100 mm (4 inch) in diameter schedule 80. The existing switchgear is Russell Electric RE 750 with Cutler Hammer 150 vcp, W500 15kV, 1200 A 50 HZ breakers, ABB Microshield overcurrent, reverse power and undervoltage relays, and Type JUM-5C, PRI-15000, 1200VA @ 30 degrees C PTs. The switchgear furnished must be compatible with the existing switchgear. Contractor is encouraged to offer solutions that will minimize the stocking of multiple sources of parts.

9.4.1.3 Generator Synchronizing Equipment

Generator synchronizing/paralleling equipment shall be providing, in order for the generator(s) to synchronize with an operating generator, prior to coming on-line. Minimum of one (1) prime power generator shall be on line at all times. Transfer Switch for automatic transfer of power when switching from one generator to another when the electrical demand load is below 90% of the running generators, and shall automatically start and synchronize another generator when the other generators are operating above 90% capacity so as to allow all generators to equally share the demand load. When only one generator is required, transfer between generators is fully automated with a programmable time clock. The other generator(s) shall run through a complete cool down cycle and then stop. Similarly, with the decrees in the demand load, the generator(s) shall drop-off line, one at a time, keeping a minimum of one generator operating on-line. All generator(s) shall go through a cool down cycle prior to coming to stop. All relaying shall be automatically reset for automatic restart and stopping of generators, as the load demands increases or decreases. Load sharing by the stand-by generator(s) shall be adjustable between 50% to 90% load on the operating generator(s). Synchronizing/paralleling of generators shall be automatic and manual.

9.4.1.4 Load Bank

A 1000kW 380V, 4 pole load bank is provided as part of the existing system.

9.4.1.5 Fuel Storage / Distribution System: Refer to mechanical section for generator fuel storage distribution system requirements.

9.4.1.6 Miscellaneous
Contractor shall be responsible for providing all relaying, metering and grounding equipment necessary for safe and efficient operation of the new generators added to the power plant. Relaying shall include, but not be limited to, differential, locking-out, over current, directional, reverse power,

9.4.1.7 Operating Instructions
Contractor shall provide, mounted in a frame, an updated complete electrical one-line diagram of the power plant with detail operating instruction. Instruction shall be mounting on a wall inside the switchgear room. Similarly, complete fuel and cooling system schematic diagrams shall also be providing in the switchgear room. Brief operating instructions shall be post on major components in the power plant. These instructions shall be written in English and Afghanistan language.

9.4.2 Site Primary & Secondary Power Distribution System
Primary (15kV 'Delta') and secondary power distribution (380/220V 'Wye') shall be underground. Design and installation of primary and secondary power distribution systems shall be complete and in compliance with the requirements of the National Electrical Safety Code (ANSI/IEEE C2), UFC 3-550-03FA (also called Army TM 5-811-1), National Electrical Code (NFPA 70), and other electrical references listed in this RFP. Site-wide primary power distribution system is designed (laid-out) to be serviced by three (3) high voltage feeders. All feeders may be provided with feeder-to-feeder tie capabilities to transfer loads between feeders. Feeder tie points should be located in the field and away from the Power Plant. The contractor shall determine if the existing 3 high voltage feeders have sufficient capacity for the new CSB site. If they do, the contractor shall extend the existing primary distribution system and relocate the feeder tie point, if there is one, to the far end of the system, allowing the feeders to possibly be tied together in the same manner as the existing system. If the existing 3 high voltage feeders do not have sufficient capacity for the new CSB site, the contractor shall utilize the space for an additional feeder in the switcher and run a new feeder and provide a new breaker. If there is a tie point, relocate the tie point, and change the connection to accommodate four feeders.
Primary power distribution shall be complete, to include but not be limited to, fused cut-outs, arresters, terminals, cable guards, circuit breakers, transformers, and related items. All primary feeder taps shall be protected with fused cutouts. Long feeder runs shall be provided with sectionalizing devices, such as, in-line fuses, sectionalizer or recloser, as necessary. Minimum of 3 fuses, with appropriate rating, shall be provided as spares at each fused cut-out location. The Contractor shall complete a power system analysis for the entire site and provide site power load calculation to determine the total site power requirements, and the power production requirement for the power plant. The Contractor shall perform load calculations to determine the number of required transformers to feed all facilities in this project, to include future facilities. The contractor shall also perform voltage drop calculations. All power system analysis, load calculations and voltage drop calculations shall be submitted as part of the 35% Design Analysis, and revised/updated for each design submittal. Primary Distribution shall be installed in accordance with the NESC, UFC 3-550-03FA, and other applicable standards listed in this RFP.

9.4.3 Raceways
Exterior raceways (conduits) shall be installed at a slope towards a manhole or hand-hole to avoid collection of water in the raceway. Conduit shall be PVC, thin-wall for concrete encasement and hardwall (Schedule 40) for direct burial. Direct buried conduit shall only be installed for street lighting circuits. Direct buried conduits shall be encased in concrete, when under paved areas or under road crossings. Primary and secondary cables shall be installing in conduit no less than 100mm (4 inch) in diameter. Secondary cable shall be installed in conduit no less than 50mm (2 inch). Direct buried conduit shall be installing 610mm (24 inch) below grade. All underground conduits shall use long-sweeping elbows. All communications conduits shall use longsweeping elbows.

9.4.4. Existing Services / Building Loads

Contractor shall connect all existing active electric services to facilities in the Base, to the new power distribution system provided under this contract. Connection of existing services to the new system shall be via appropriately sized pad-mount transformer(s) and coordinated with the Contracting Officer.

9.4.5 Transformer Substations: Transformer substations shall be strategically located close to the loads. Dedicated transformer substations shall be provided for large loads. Transformers shall be Primary'Delta' and Secondary 'Wye' connected. Primary side load-break disconnecting means shall be provided with all transformers. Transformer substations shall be dead front, loop-feed, pad-mounted, compartmental, self-cooled type. Transformers shall come complete from manufacturer; use of third party transformer housings or add-on transformer housings shall not be permitted. Transformers shall have no exposed live components. Transformer selection, design, and installation shall be governed by NEC, NESC, ETL 1110-3-412, TM 5-684, UFC 4-510-01, UFC 3-550-03FA, UFC 3-550-03N, IEEE C57.12.28, ANSI/IEEE C57.12.22, IEEE C57.12.34, and C57.12.80. Size of transformers, generators, and power feeds shall be governed by UFC 4-510-01, NFPA 99, and the NEC. In case of conflict between transformer design criteria between the above named standards, UFC 4-510-01 shall govern; in cases where UFC 4-510-01 can not resolve the conflict, it shall be brought to the attention of the Contracting Officer for resolution.

9.4.6 Underground Conductors: All underground conductors shall meet the requirements of the codes and standards listed in this RFP, including but not limited to: NESC, NEC, UFC 3-550-03FA, and related.

9.4.7 Secondary Power Distribution System
Secondary Power shall be 380/220 volts, 3 Phase, 4 Wires, 50 Hz. Building secondary power distribution system shall include main distribution, lighting and power panels as required. All panel boards shall be circuit breaker 'bolt-on' type panels. In large buildings separate lighting and power panels shall be provided. The minimum size circuit breaker shall be rated at 20 amperes. Circuit breakers shall be connected to bus bar(s) within the panel boards. Daisy chain (breaker-to-breaker) connection(s) shall not be acceptable. Indoor distribution panels and load centers shall be flush mounted in finished areas. All circuit breakers shall be labeled with an identification number corresponding to the panel schedule. A 3-pole circuit breaker shall be a single unit and not made up of 3 single pole circuit breakers connected with a wire or bridged to make a 3-pole breaker. All wiring shall be copper, minimum # 12 AWG (4mm sq), recessed in finished areas and surface mounted in metal conduits in unfinished areas. Conductors shall be size in accordance with NFPA 70. The use of 75 or 90 degrees C (minimum) terminal and insulated conductors is required. Use of 75 degree C conductors on circuits with protective device terminals rated for 60 degree C is inappropriate. All panels shall be providing with a minimum of 25% spare capacity for future load growth. Power receptacles (outlets) shall be duplex, 20A/240 volts, 50 HZ, German (DIN) Standard. All splicing and terminations of wires shall be performed in a junction or device boxes. Proper wire nuts/connectors shall be used for splicing wire. No twist-wire connections with electrical tape wrapped around it shall be acceptable. All electrical installation shall be in accordance with the requirements of NFPA 70 (National Electric Code). Main Distribution Panel shall be provided with an ammeter, voltmeter and kilowatt-hour meter. Selector switch shall be provided for reading all 3 phases. All service entrance cables and equipment, such as main distribution panels etc., to the facilities shall be sized for the ultimate facility loads, to include any heating loads (infrared heating), initial and future provided by others.

9.4.8 Receptacles
General purpose receptacles shall be duplex, grounding (earthed) type, "flush" or "semi-flush" wall mounted type, color ivory and installed 450 mm above finished floor (AFF). In office or similar areas receptacles shall be provided at every 3.66 M intervals. In maintenance buildings 3-duplex receptacles shall be provided at each vehicle maintenance bay. In storage buildings, receptacles shall be providing in 10 m intervals. In communications rooms, receptacles shall be provided at 1 m intervals or closer. CEE Type receptacles with plugs 2P+E (240v) or 3P+E (380v) and with appropriate rating, shall be provided for, but not be limited to, washers, dryers, kitchen equipment and any other type of large pluggable equipment. Receptacle shall be complete to include box, cover plate and necessary screws/connectors and of the type most commonly used in Afghanistan. Receptacles near sinks or lavatories shall be switch operated and Ground Fault Circuit Interrupter (GFCI), or Residual Current Disconnect (RCD) type, with the trip setting of 10 milliampere or less. Sinks will have a receptacle above, with one dual receptacle serving two sinks that are side-by-side. Receptacles in wet/damp areas or within 1 meter (~3 feet) of sinks, lavatories, or wash-down areas shall be ground fault circuit interrupter (GFCI) type or Residual Current

Disconnect (RCD) type, with the trip setting of 10 milli-amperes or less. Total number of duplex receptacles shall be limited to six (6) per 16- or 20-ampere circuit breaker.

9.4.9 Lighting
Light Fixtures: Lighting fixtures shall be a standard manufacturer's product. Fluorescent light fixtures shall be power factor corrected and equipped with standard electronic ballast(s). All light fixtures shall be capable of receiving standard lamps used locally. Light fixtures shall be mounted at 2.5M (8 ft), minimum, AFF. Fixtures may be pendant or ceiling mounted, depending on the ceiling height. All fixtures shall be fully factory wired. Lighting levels shall be as follows:

General Office Space / Computer Rooms 50 FC (540 Lux)
Conference Rooms 30 FC (320 Lux)
Dinning Rooms 30 FC (320 Lux)
Laundry Rooms 30 FC (320 Lux)
Bed Rooms 30 FC (320 Lux)
Kitchen 70 FC (750 Lux)
Lobbies 15 FC (160 Lux)
Lounges 15 FC (160 Lux)
Mechanical, Electrical Equipment Rooms 15 FC (160 Lux)
Stairways 20 FC (215 Lux)
Toilets 20 FC (215 Lux)
Storage Rooms 15 FC (160 Lux)
Corridors 10 FC (110 Lux)
Parking Lots 0.5 FC (5 Lux)
Roadways 0.5 FC (5Lux)

9.4.9.1 High Ceilings

Contractor may provide high bay Metal Halide light fixtures in facilities with high ceilings, provided that the replacement lamps for the fixtures are available locally.
Indoor lighting for all areas shall consist of fluorescent surface mounted light fixtures. Exterior lighting will be installing as referenced. Moisture resistant/waterproof fluorescent light fixtures shall be provided in high humidity and wet areas such as latrines and showers. Battery powered 'emergency' and 'exit' lights shall be provided within each building, as applicable, for safe egress during a power outage. All light fixtures shall be factory finished, complete and operational, to include but not be limited to, lens, globe, lamp, ballast etc. Industrial type fluorescent light fixtures shall not be use, except in unfinished mechanical or electrical service rooms. HID Metal Halide light fixtures may be providing in the generator / high bay area(s). Fluorescent light fixtures shall be providing in the remaining areas. Emergency lighting, emergency egress 'exit' lights and
exterior building lighting shall be provide as necessary.

9.4.9.2 Emergency "EXIT" Light Fixtures
Emergency "EXIT" light fixture shall be provided in accordance with NFPA requirements. Fixtures shall be single sided and for wall and/or ceiling mounting. Unit shall illuminate continuously and be provided with self-contained nickel cadmium battery pack, to operate on floated-battery or trickle charge circuit. Fixture shall operate satisfactorily for 90 minutes during a power outage. Unit shall have test/reset and lamp failure indication buttons. Primary operating voltage shall be appropriate for the available secondary voltage. Lettering "EXIT" shall be color red and not less than 6 inches (150 mm) in height and on matte white background. Illumination shall be via LEDs.

9.4.9.3 Above Mirror Lights
Above mirror lights shall be provided in toilet rooms.

9.4.9.4 Emergency Lighting
Battery powered emergency lights shall be provided within each building per NFPA for safe egress during power outage. Fixtures shall be provided with self-contained nickel cadmium battery pack to operate on stand-by circuit

for 90-minute minimum. Unit shall have test/reset and lamp failure indication buttons. Primary operating voltage shall be 220 volts.

9.4.9.5 Light Switch
Light switch shall be single pole. Minimum of one light switch shall be provided in every room. Lighting in large rooms/areas may be controlled from multiple switches. Lighting contactors may be used to operate lighting in open or large bay areas. Rooms with multiple entrances shall have multi-way switches.

9.4.9.6 Exterior Lighting

Exterior lights for parking areas shall be controlled from a location in the building that is near to the areas being lit. The lights shall be controlled by a lighting contactor that is controlled by a photocell facing north on the exterior of the building. There shall be a capability to over ride the lighting contactor and turn lights on or off manually. Roadway lights shall be centrally controlled from a location determined by the COR. The operation shall be the same as for parking areq lights.

9.4.10 CONDUCTORS

All cable and wire conductors shall be copper. Conductor jacket or insulation shall be color coded to satisfy local utility requirements. Conductors shall be sized in accordance with this RFP and the listed codes and standards. For interior wiring, the use of 75 degree C (minimum) terminals and insulated conductors is required. Use of 75 degree C conductors on circuits with protective device terminals rated for 60 degree C is inappropriate. Wire size shall be a minimum of $4mm^2$ (#12 AWG).

9.4.11 GROUNDING AND BONDING

In general, grounding and bonding shall comply with the requirements of NFPA 70 and NFPA 780, and UFC 3-550-03FA. Generating equipment shall also comply with the requirements of UFC 3-540-04N. Underground connections shall be exothermal welded. All exposed non-current carrying metallic parts of electrical equipment in the electrical system shall be grounded. Insulated grounding conductor (separate from the electrical system neutral conductor) shall be installed in all feeder and branch circuit raceways. Grounding conductor shall be green-colored, unless the local authority requires a different color-coded conductor. Ground rods shall be copper-clad steel. Ground resistance shall not exceed 25 ohms when measured more than 48 hours after rainfall using the fall of potential method outlined in IEEE 81. Communications Building: Grounding and Bonding shall meet the requirements of ANSI/TIA/EIA-942, IEEE 81.2 and IEEE 1100, as well as the NEC. Ground resistance shall not exceed 5 ohms when measured more than 48 hours after rainfall using the fall of potential method outlined in IEEE 81. A ground ring shall be installed around the communications building. Power plant: Grounding and Bonding shall meet the requirements of ANSI/TIA/EIA-942, IEEE 81.2 and IEEE 1100, as well as the NEC. Ground resistance shall not exceed 5 ohms when measured more than 48 hours after rainfall using the fall of potential method outlined in IEEE 81. A ground ring shall be installed around the Power Plant.

9.4.12 LIGHTNING PROTECTION

Vehicle Refueling Point, Refueling Vehicle Maintenance Facility, POL Storage Building, Arms Storage Clinic, and Medical Clinic shall have a lightning protection system installed per the NEC and NFPA 780, as well as other applicable standards listed in this document. Medical clinic lightning protection requirements shall also meet the requirements in UFC 4-510-01.
Ammo Supply Point and all fueling areas shall also implement static electricity controls in accordance with standards listed in this document.

9.4.13 ENCLOSURES

Enclosures for exterior applications shall be NEMA Type 4X (IEC Classification IP56) or better and for dry interior locations NEMA Type 1 (IEC Classification IP10) or better. For wet indoor locations, NEMA type 3S (IEC Classification IP54) or better shall be used.

9.4.14 FIRE DETECTION & ALARM SYSTEM (NOT USED)

Per directions from the Host Nation, no Fire Detection and Alarm System shall be provided in the facilities to be used by the Host Nation's personnel. However, Fire Alarm System shall be provided, as described below, in the facilities to be used by the U.S. Personnel. Fire Detection and Alarm System shall consist of hard-wired, multi-station smoke detectors, with building wide annunciation. No Fire Alarm System shall be provided in the Dining/MWR Facility.
Fire alarm cable shall be installed in recessed hard wall PVC conduit and plastered over it. In addition to building wide fire alarm annunciation, the system shall also be capable of automatically transmitting the alarm signal via telephone lines to the local Base Fire Department / Fire Station. System design shall be in accordance with the requirements of NFPA 72. Fire alarm system shall be complete and a standard product of one manufacturer. Contractor shall provide hard-wired carbon monoxide (CO_2) detectors, with local in-room annunciation, in all rooms where wood burning or oil-fired heaters will be provided.

9.4.15 TRANSIENT VOLTAGE SURGE SUPPRESION (TVSS)

Transient Voltage Surge Suppression shall be provided utilizing surge arresters to protect sensitive and critical equipment. As a minimum TVSS protection shall be provided at each panel serving electronic loads and shall be shown on the panel schedule. It is recommended that Metal Oxide Varistors (MOV) technology be used for such applications.

9.4.16 CONDUIT RACEWAY SYSTEM

Metal conduit system shall be complete, to include but not limited to, necessary junction and pull boxes. Smallest conduit size shall be no less than 20mm (0.75 inch) in diameter. All empty conduits shall be furnished with pull wire or cord or rope (depending on the size of conduit and length of run). System design and installation shall be per NFPA 70 requirements. Exterior conductors below grade shall be installed in concrete encased PVC conduit at a depth of 1220 millimeters.

9.4.17 CABLE TRAY RACEWAY SYSTEM

Cable trays shall be ladder type and provided with, but not limited to, splices, end plates, dropouts and miscellaneous hardware. System shall be complete with manufacturer's minimum standard radius and shall be free of burrs and sharp edges. Nominal width of cable tray shall be 300mm (12 inch) and rung spaced at 150mm (6 inch). Nominal depth shall be 100mm (4 inch). System design and installation shall be per NFPA 70 requirements.

9.4.19 TELEVISION SYSTEM

Television System shall consist of television outlets and an empty metal conduit raceway system, to include necessary junction boxes and pull wire. The Contracting Officer shall determine outlet locations. Television monitors, coaxial cable any amplification devices shall be provided by others. One 2 inches conduit shall be providing from the television junction box to the outside communication hand-hole. All coaxial cable for television systems or other systems shall be RG-6 at a minimum.

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

9.4.21 SCHEDULES

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

9.4.22 SINGLE LINE DIAGRAM

Complete single line diagram shall be provided in every transformer distribution panel and in Main Distribution Panel in each building. Single line diagram shall show all panels serviced from the transformer distribution panel and the MDP respectively.

9.5 OPERATIONS AND MAINTENANCE (O&M) FOR ELECTRICAL

(a) Contractor is required to provide a 12 month supply of parts for operation and maintenance of equipment according to the manufacturer's recommendations. In addition to this, the contractors shall provide an inventory of all items, location/address stored and secured, and commissioning plans.

(b) The O&M manuals must be provided prior to any training activities. Manuals shall be "tri-lingual" in Dari, Pashto and English.

(c) All control panels shall have tri-lingual name plates in Dari, Pashto and English.

(d) The contractor shall provide an outline of the training lesson plan (to be approved by the Government) prior to conducting training. CD recordings of training on video shall also be provided, after training is conducted.

10. COMMUNICATIONS SYSTEM

10.1 General

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

United States Department of Agriculture, Rural Utilities Service
RUS Bulletin 1751F-643 (2002) Underground Plant Design
RUS Bulletin 1751F-644 (2002) Underground Plant Construction
RUS Bulletin 1753F-151 (2001) Construction of Underground Plant,
Parts II & III
RUS Bulletin 1753F-201 (1997) Acceptance Test and Measurements
Of Telecommunications Plant
RUS Bulletin 1753F-208 (1993) Specifications for Filled
Telephone Cables with Expanded
Insulation (PE-89)
RUS Bulletin 1753F-401 (1995) Standards for Splicing Copper
And Fiber Optic Cable (PC-2)
RUS Bulletin 1753F-601 (1994) Specifications for Filled
Fiber Optic Cables (PE-90)
RUS Bulletin 1753E-001 (1996) RUS General Specification for Digital, Stored Program
Controlled, Central Office Equipment, RUS Form 522.
RUS Publication IP 344-2 (2006) List of Materials Acceptable
For Use on Telecommunications Systems of RUS Borrowers.
RUS Bulletin 345-65 (1978) Shield Bonding Connectors (PE-33)
RUS Bulletin 345-83 (1982) REA Specification for Gas Tube
Surge Arrestors (PE-80)
RUS Bulletin 1753E-001 (1996) RUS General Specification for
Digital Stored Program Controlled Central

Office Equipment, (Form 522)
American National Standards Institute/Telecommunications Industry Association/Electronics Industry Association
ANSI TIA/EIA 606-A (2002) Administration Standard for
The Telecommunications Infrastructure
ANSI TIA/EIA 607-A (2002) Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
ANSI TIA/EIA 568 (2001) Commercial Building Telecommunications Cabling Standard
ANSI TIA/EIA 606-A (2004) Commercial Building Standard for Telecommunications Pathways and Spaces
ANSI TIA/EIA 606-A (2004) Customer-owned Outside Plant Telecommunications Infrastructure Standard

10.1.2 Communication Systems Design

The communications system for Gardez is to be designed, supplied and constructed by the Contractor. The design and construction of the systems shall be in accordance with the references and the requirements contained herein.

10.2 Exterior Communication Manhole System

The contractor shall construct a manholes/handholes and duct system. The manholes and hand-holes shall be constructed in accordance with the contract drawings. The maximum distance between manholes and/or hand-holes shall be 140 m (450 ft). The ducts shall be direct buried with a minimum of 1200 mm of properly tamped dirt/backfill on the top. Hand-holes shall be installed in laterals in between manholes and buildings and only where the distance between the main duct system and the building is 100 meters or more. The maximum number of ducts in a hand-hole wall shall be two, with one having four (4) inner ducts installed unless there are two buildings close by and can be fed from one hand hole. In this case, four (two with inner ducts) conduits can be installed in the walls.

10.3 Exterior Conduit

The underground conduit for the manhole and duct system shall be direct buried (1 meter below surface), 100 mm DB type PVC or schedule 80, PVC. Inner ducts shall be four (4) 25mm PVC or PE inner ducts field installed in the outer-duct. The inner ducts shall be installed in the duct face and secured with properly sized duct plugs which expand to seal the duct. The ducts will be reinforced concrete encased where a road or taxi way is crossed. The ducts (inner and outer) shall be listed on the RUS list of materials acceptable for use on RUS projects. Cable racking diagrams (manhole/hand-hole butterflies) shall be provided for the manholes and hand-holes. The minimum duct configuration in the main duct system shall be a six way duct, being three conduits wide by two conduits deep (3 X 2) with two of the conduits having inner-ducts installed. Laterals off of the main duct system manhole to manhole shall be a minimum of a 4 way (2x2) with one duct having inner ducts. The duct system from the manhole/hand hole to a building with cable installed shall be a 1x 2, 100 mm PVC duct bank with one duct having inner ducts. The duct system from a manhole/hand hole to a building with allocations only shall be two (2), four inch (100mm) DB type or schedule 80 PVC conduits stubbed out 3 meters from the manhole/hand hole. All conduits shall be terminated in ABS plastic terminators cast into the walls of the concrete structures. In manholes, all conduit windows shall be recessed.

10.4 Exterior Telephone Cable

The Contractor shall install copper and fiber optic cable in accordance with the references and the cable requirements listed below. The copper cable shall be 24 AWG, RUS PE89 type, foam skin polyolefin, with an outer layer of solid colored polyolefin and a copolymer coated 8 mil aluminum tape shield. The fiber optic cable shall be a single mode, RUS PE90 type, with a 6 mil, copolymer coated steel shield. The fiber shall not have any internal splices and have a maximum loss of .4dB/Km at 1310nm and .3dB/Km at 1550nm. The copper and fiber optic cable shall be installed, grounded/bonded, spliced and tested in accordance with RUS standards.

10.5 Splices

10.5.1 Copper Splices

25 pair modules shall be used on copper splices 25 pairs or greater and discrete connectors shall be used on lesser count cable splices. The copper splice closures shall be flash tested with nitrogen in accordance with the manufacturer's recommendations before encapsulation. The encapsulant shall fill all of the splice interstices. The copper splicing connectors, bonding hardware, splice closures and encapsulant shall be on the RUS list of material acceptable for use on RUS projects, IP 344-2. Bonding and grounding shall be in accordance with the RUS standards. The copper splice closure shall be installed by the copper splicer only. The copper cable splicer (s) shall have 7 years documented unsupervised experience in the installation of the splice closure being used and 7 years experience splicing RUS type cable.

10.5.2 Fiber Optic Splices

The fiber optic splice closure shall be equipped with splice trays that properly hold the fusion splice protectors (stainless steel rod with heat shrink tube). The splice loss shall be .02dB or less as measured by the fusion splicing machine and .2dB as measured by an OTDR. The fiber optic splice closure shall be flash tested with nitrogen in accordance with the manufacturer's recommendations and also be listed in RUS IP 344-2. All bonding hardware shall also be listed in RUS IP 344-2. Bonding and grounding shall be in accordance with the RUS standards. The fiber optic splice closure shall be installed by the fiber optic splicer only. The fiber optic cable splicer (s) shall have 7 years documented unsupervised experience in the installation of the splice closure being used and with RUS cable. The fiber optic splice shall also have a minimum of 7 years documented unsupervised experience with fusion splicing machines and a minimum of three years with the particular make and model of the machine that will be used.

10.6 Main Distribution Frame
The contractor shall route all communications to the Main Distribution Frame in the communications building.

10.6.1 Protected Entrance Terminals

Building Protected Entrance Terminal, 25, 50 or 100 Pair
The PETs shall consist of an input splice chamber with punch down blocks for the copper cable pairs, a protector field for 5 pin connectors and a factory installed output punch down block terminal for each outside plant cable pair. The PET shall be listed in RUS 344-2. The station cables shall be terminated on a field installed category 5e, 110 type punch down block and jumpers shall be installed between the PET block and the field installed block to connect dial tone to the outlet.

10.6.2 Protected Entrance terminal, 6 or 12 pair. The PETS shall consist of blocks with two well type heavy duty gas tube protector units. The six pair shall consist of three units where as the 12 pair will consist of 6 units. Every building with terminated cable shall be equipped with gas tube protectors. The station cables will be terminated on a category 5e 110 "station" block and jumpers shall be installed between the PET and the "station" block to connect dial tone to the outlet.

10.7 Patch Panels

10.7.1 Fiber Optic Patch panels, all buildings with data outlets.

The fiber optic terminations shall consist of the outside plant cable being fusion spliced to single mode pigtails with factory installed SC connectors. The fusion splice shall have a splice loss of .02 dB or better as measured by the splicing machine and .2dB as measured by an OTDR. The pigtails shall have a singlemode insertion loss of less than .35dB with the typical being 15 dB and a singlemode return loss better than -55dB. The fusion splices shall be protected by a stainless steel sleeve and heat shrink tube and placed in a splice tray. The terminations shall be contained in a wall mounted hinged door enclosure. The enclosure shall be equipped with hardware to properly store 1 meter of fiber slack. The enclosure shall be designed to handle adapter panels with three duplex SC connectors per adapter panel. The SC connectors shall have zirconia ceramic sleeves. The enclosure shall be capable of mounting four (4) adapter panels. Blank adapter plates shall be used wherever there are no fiber optic adapter panels. One duplex single mode fiber optic patch cord shall be provided for each duplex fiber optic port. The fiber

patch cords shall have a mated pair insertion loss of less than .35dB with a typical loss of.15dB and a typical mated return loss of less than -55dB.

10.7.3 Copper Patch Panels, Category 5e - All Buildings with Data Outlets

Provide one patch panel port per data outlet plus 20% spare. The largest patch panel allowed shall be 48 port and the smallest 12 port. Where the 12 port is used, it shall be a category 5e, 12 port patch panel mounted on an 89 type block frame for the station cables. The 24 or 48 port patch panel shall be mounted on a swing down bracket mounted on the backboard. Cable guides and wire management bars shall be provided. Provide one category 5e patch cord, (RJ45-RJ45) per patch panel port. The Patch cords shall meet the minimum performance requirements specified in EIA/TIA-568B.1, EIA/TIA-568B.2 and EIA/TIA-568B.3.

10.8 Outside Plant Cable

The outside plant cable (cable size and cable counts) shall be engineered and installed in accordance with the referenced standards. The OSP cable engineering shall be approved by AED before any cable is ordered. Under no circumstances will home runs from each building to the communications building be allowed; normal telephone cable distribution engineering standards will be used, meaning that large cables will be installed from the vault splices and the cables will get smaller as the buildings are provided service.

10.8.1 Spare Cable Pairs and Fiber Optic Strands

There shall be spare cable pairs and fiber strands in the manholes/hand holes as required ensuring that standard sized cables are used. Dead Cable pairs shall be spliced through and cleared and capped in proper connectors. The 25 pair binder grouping of the cable shall be maintained. When the smaller (6 pair or 12 pair) counts are used, the first 6 pair count or first two 6 pair counts are used, the 13th pair of the count is cleared and capped, and then the second pair counts 14th through 25 pair count will be used. Under no circumstances will a split binder count be used. The 6 strand grouping of the fiber optic cable plant shall also be maintained.

10.9 Interior Communications Cabling

All interior communications copper cable shall be category 5e at a minimum and shall meet the performance requirements specified in EIA/TIA-568B.1, EIA/TIA-568B.2 and EIA/TIA-568B.3. All interior communications fiber optics cable shall be single mode and meet the performance requirements specified in EIA/TIA-568B.1, EIA/TIA-568B.2 and EIA/TIA-568B.3.

10.9 The Contractor shall provide cable (copper and fiber optic cable) count provisions, either installed in the building or allocated in cable stubs in manholes/handholes for all buildings on the site plan, (contracted buildings and future). Conduit stub outs in manholes/handholes shall be
provided for all buildings on the site plan. The following buildings will either have the cables installed and terminated in the building OR have the cables allocated in the cable counts and left in the manhole/handhole cable stub out closures.

10.9.1 Battalion /Company HQ building.

50 pairs copper, 12 strands single mode fiber optic cable. Copper and fiber shall be installed in the building, terminated and tested. All outlets in the building shall be dual RJ 45, category 5e, one white labeled voice and one blue labeled data. An additional 50 pair copper and 12 strand fiber optic cable shall be installed in the command center constructed on the buildings. The cables shall be part of the consolidated 100 pair copper, 24 strand fiber optic “Command Center” cables installed from the respective MDFs to the command centers in the buildings. The command centers shall have dual category 5e, RJ 45 outlets installed on the walls at 1.5 meter intervals. Each Battalion /Company HQ building, office, room shall have telephone and computer data outlets. Telephone/data System shall include cross-connect boxes, duplex RJ-45 telephone outlets with a minimum of 4 pair Category 5 Enhanced (CAT 5e) cable terminating at each outlet (jack). The Contracting Officer shall determine outlet locations for individual rooms. Telephone wiring shall be recessed in finished areas and surface mounted in

metal conduits in unfinished areas. Two 4 inches conduits shall be providing from the cross connect box to the outside communication hand-hole. See paragraphs 10 thru 10.16 below for additional requirements for communications systems.

10.9.3 All Barracks

12 pairs copper and 6 strands fiber optic cable installed, terminated and tested in the building. All outlets in the building shall be dual RJ 45, category 5e, one white labeled voice and one blue labeled data.

10.9.4 DFAC

12 pairs copper and 6 strands fiber optic cable installed, terminated and tested in the building. All outlets except wall outlets in the building shall be dual RJ 45, category 5e, one white labeled voice and one blue labeled data.

10.9.5 POL Storage

12 pairs copper and 6 strands fiber optic cable allocated in the cable plant and accessible in the closest manhole/handhole to the building.

10.9.6 Guard Tower, 25 pairs copper installed and terminated in the building. 6 strands fiber optic cable allocated in the cable plant and accessible in the closest manhole/handhole to the building. Copper to be fully tested and fiber to be tested to ensure no fractures occurred during installation. The 25 pair cable “perimeter cable” from the MDF shall be connected from each guard house, tower and gate house and back to the MDF.

10.9.7 Communication and Armament Maintenance Facility.

25 pairs copper, 12 strands single mode fiber optic cable. Copper and fiber shall be installed in the building,

10.9.8 Fuel Point

12 pairs copper and 6 strands fiber optic cable allocated in the cable plant and accessible in the closest manhole/handhole to the building.

10.9.9 General Warehouse Storage

12 pairs copper and 6 strands fiber optic cable allocated in the cable plant and accessible in the closest manhole/handhole to the building.

10.9.10 All Wheeled Vehicle Maintenance Facilities

6 pairs copper, installed, terminated and fully tested in the building. No fiber.

10.9.11 Toilet Shower Ablution Laundry Facility.

12 pairs copper installed and terminated in the building. No fiber. Copper to be fully tested.

10.9.12 Communications Building. All cables originate from this building.

10.9.13 Security Administration Building

25 pairs copper, 12 strands single mode fiber optic cable. Copper and fiber shall be installed in the building,

10.9.14 All buildings not included above but included in the master plan (future), shall be considered to have requirements of 12 copper cable pairs and 6 fiber strands for planning purposes.

-END OF SECTION-

SECTION 01060 SPECIAL CLAUSES

PART 1 GENERAL

1.1 PRECONSTRUCTION CONFERENCE

1.1.1 Schedule of Meeting

At the earliest practicable time, prior to commencement of the work, the Contractor and any Subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to the Contractor's Quality Control (CQC) Program, the Contractors Accident Prevention Program, submittals, correspondence, schedule, access to the work site, security requirements, interface requirements, temporary facilities and services, hazards and risks, working after normal hours or on weekends or holidays, assignment of inspectors, representations, special requirements, phasing, and other aspects of this project that warrant clarification and understanding.

1.1.2 Meeting Minutes

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

1.2 AREA USE PLAN

The Contractor shall submit to the Contracting Officer, within ten (10) calendar days after award of this 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] [designated] 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.
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1.3.1.5 Appearance of Mobilization Site Facilities and/or Trailers

Mobilization Site Facilities and/or Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers or other transportable structures which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the construction site until such work or maintenance has been performed to the satisfaction of the Contracting Officer.

1.3.1.6 Maintenance of Storage Area

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

1.3.1.7 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own facilities and equipment.

1.3.1.8 Sanitation

a. Sanitary Facilities: The Contractor shall provide portable sanitation facilities for the Contractor's use. The Contractor shall be responsible for maintaining such facilities at no expense to the Government.
b. Trash Disposal: The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area. General construction debris and demolition debris shall be collected and transported by the Contractor to a location designated by the Government. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Loose debris capable of being windblown, shall be immediately placed in sealed or covered containers to prevent it from being blown onto 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 Use of Existing Roads as Haul Routes

The Contractor shall be responsible for coordinating with the base authorities for use of any existing roads as haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Base authorities and is the sole responsibility of the Contractor.

1.3.2.2 Employee Parking

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

1.3.3 Temporary Project Safety Fencing and Barricades

The Contractor shall impose all measures necessary to limit public access to hazardous areas and to ensure the restriction of workers to the immediate area of the construction and mobilization site. The Contracting Officer may

require in writing that the Contractor remove from the work any employee found to be in violation of this requirement.

1.3.3.1 Barricades

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

1.3.4 Host Nation Authorizations, Permits and Licenses

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

1.4 RESPONSIBILITY FOR PHYSICAL SECURITY

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

1.5 DUST CONTROL

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

1.6 DIGGING PERMITS

1.6.1 Requirements for Digging Permits

1.6.2 Requests for Digging Permits

Requests for Digging Permits shall be submitted to Contracting Officer a minimum of seven (7) days prior to the start of the work activity covered by the permit. The request for a Digging Permit shall include a narrative description of the work to be performed and a detailed map of the area of the excavation clearly marking the location of all known utilities or other obstructions. If the work activity covered by the Digging Permit request also requires a utility outage, a separate request for the outage shall be submitted in accordance with the paragraph entitled CONNECTIONS TO EXISTING UTILITIES.

1.6.3 Preparation of Requests for Digging Permits

Prior to submitting a request for a Digging Permit, the Contractor shall carefully review the area to be excavated to determine the location of existing utilities and other obstructions. The Contractor will review available drawings and will conduct a visual inspection of the site. The Contractor will utilize underground utility detecting devices such as metal and cable detectors to determine the location of existing utilities. All utility lines found shall be clearly flagged or marked and the location of the utility shall be shown on the drawing to be submitted with the request for Digging Permit.

1.6.4 Existing Underground Utilities

The Contractor shall exercise utmost care in researching locations of existing utilities and reducing damage to existing utilities. Any utilities damaged by the Contractor shall be promptly repaired by the Contractor. The Contracting Officer will review and approve any proposed repairs. Any damage to existing utilities will be immediately reported to the Contracting Officer and the Base Commander.

1.7 CONNECTIONS TO EXISTING UTILITIES

1.7.1 General

Any outage involving disruption of electrical service beyond the site area shall be requested in writing at least ten (10) days in advance of the date requested for the commencement of the outage. The Contractor shall provide a request, detailing the type of outage needed (water, sewer, electrical, steam, etc.), the time needed to perform the work, the reason for the outage, and the known affected facilities. The Contracting Officer shall be contacted prior to the outage to confirm the time and date. If the Contractor fails to initiate work at the approved time, the Contracting Officer may cancel the approved outage and may direct the Contractor to resubmit a new request. No part of the time lost due to the Contractors failure to properly schedule an outage shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

1.7.1.1 Performance of Work During Non-Standard Hours

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

1.7.1.2 Exterior Night Lighting

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

1.7.2 Existing Underground Utilities

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

1.7.2.1 Use of Underground Utility Detecting Device

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

1.7.2.2 Hand Excavation

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

1.7.3 Repair of Damaged Utilities

The Contractor shall be responsible to repair any utilities damaged by him. The method of repair and schedule for performance of the repair shall be coordinated with, and subject to the approval of, the Contracting Officer. The

repair work and any temporary work required to keep the system operational while repairs are being completed, shall be performed at no cost to the Government.

1.8 WATER

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

1.9 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. The means of doing so, such as by temporary distribution systems, shall be the responsibility of the Contractor. All temporary connections for electricity shall be subject to the approval of the Contracting Officer and shall comply with Corps of Engineers manual EM 385-1-1 entitled Safety and Health Requirements Manual. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.11 WORK OUTSIDE REGULAR HOURS

If the Contractor desires to carry on work outside regular base duty hours, or on holidays, including the following U.S. holidays: New Year's Day, Martin Luther King Jr 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 SCHEDULING OF WORK IN EXISTING FACILITIES

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

1.13 SPECIAL FACILITIES AND SERVICES TO BE FURNISHED BY THE CONTRACTOR

1.13.1 Field Office Facility: the contractor shall provide a temporary field office facility for use by government employees for performance of their QA duties. The office must have climate control, windows, and other appurtenances to make a complete and usable facility for US Govt employees. This facility may be attached to a contractor facility but must have a separate entrance and be secured.

1.13.2 Services for the Office Facilities: power, climate control and telephone is required for the temporary government office facility and is considered part of the contract and responsibility of the contractor.

1.15 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company involved and shall contain the name and address of the Contractor, the project name and location, description and the quantity of the items involved, and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material.

1.16 ACCIDENT PREVENTION

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

1.16.1 Accident Prevention Program

Within fifteen (15) days after award of this contract, and at least ten (10) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan required by the CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)- ALTERNATE I shall be submitted for review by the Contracting Officer. The Contractor shall not commence physical work at the site until the Accident Prevention Plan (APP) has been reviewed and accepted by the Contracting Officer. The APP shall meet the requirements listed in Appendix "A" of EM385-1-1. The program shall include the following: TAC Form 61 "Accident Prevention Program Hazard Analysis (Activity Hazard Analysis)" fully completed and signed by an executive officer of the company in block No. 13. The Activity Hazard Analysis is a method in which those hazards likely to cause a serious injury or fatality are analyzed for each phase of operations. Corrective action is planned in advance, which will eliminate the hazards. An analysis is required for each new phase of work. On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan rather than presenting the complete analysis. If the plan is to be presented in phases, a proposed outline for future phases must be submitted as a part of the initial Accident Prevention Plan submittal. Accident Prevention Plans will be reviewed for timeliness and adequacy at least monthly with a signature sheet signed and dated documenting that these reviews took place. Copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

1.16.2 Ground Fault Circuit Interrupter (GFCI) Requirement – Overseas Construction

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

1.16.3 Temporary Power - Electrical Distribution Boxes

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

Contractors shall:

a. Make no modifications that might void any CE or manufacturer certification.

b. Test the installed systems to demonstrate that they operate properly and provide the 10 ma earth leakage protection.

c. Ensure GFCIs will have an integral push-to-test function. The testing shall be performed on a regular basis.

d. Check that proper grounding is checked regularly and flexible cords, connectors, and sockets inspected before each use.

1.17 HAZARDOUS MATERIALS

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

1.18 SPARE PARTS

1.18.1 General

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

1.18.2 Selection of Spare Parts to be Furnished

The Contractor shall provide master parts lists, recommended spare parts lists and lists of special tools and test equipment as a part of the equipment O&M data required by Clause OPERATION AND MAINTENANCE (O&M) DATA. The master parts list shall include the supplier's price for each part. After review of the lists, the Contracting Officer will select spare parts and furnish written direction to the Contractor indicating quantities and types of spare parts to be furnished by the Contractor. Written directions for spare parts orders may be provided on an incremental basis as reviews of O&M data submitted by the Contractor are completed but will not necessarily be issued in the sequence in which the Contractor submitted the equipment O&M data.

1.18.3 Procurement and Delivery of Spare Parts

The Contractor shall procure and be responsible for delivery, receipt, handling, placing in storage, inventory, and turnover to the Contracting Officer all spare parts selected by the Contracting Officer. In addition to the recommended spare parts list required in paragraph SELECTION OF SPARE PARTS TO BE FURNISHED above, the Contractor is responsible to have one (1) year supply of manufacturer's recommended spare parts on site ready to turn over to the Contracting Officer at the time of acceptance of the facility.

1.18.3.1 Shipment and Delivery

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

shipment.

1.18.3.2 Turnover of Spare Parts

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

1.18.3.3 Parts and Package Identification

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

1.18.3.4 Preservation and Packaging Instruction

a. Items ordered under this contract shall be preserved and packed for a minimum of three (3) years shelf life storage. All items shall be individually packaged except when the manufacturer specifies that the items are to be used in sets. Appropriate identification labels must be affixed to the items protective box or package. After the spare parts are packaged, the manufacturer shall weigh the spare parts and packaging and place the weight and size of the packaged container on the label with other information as outlined herein. Each item, not normally identified with manufacturer's name and part number, shall have an appropriate label affixed to it with manufacturer's name and part number.

b. Machined spare parts shall be lubricated or coated in order to withstand extensive periods of storage in a highly corrosive atmosphere.

c. Large items (greater than 22.7 kg (50 lbs.), or larger than 0.03 CM (one cubic foot) shall be packaged in waterproof wooden boxes and properly braced. Cushioning shall be used to prevent damage to the item and to the packaging material.

d. Solid state components, such as diodes, transistors, integrated circuits or equipment consisting of such parts that can be damaged as a result of static electricity and other stray electro-magnetic fields shall be packaged in heat-sealed, aluminum foil, laminated, flexible packages.

e. All other spare parts shall be packaged in heat sealed plastic bags or wrap. Delicate and more fragile items such as test equipment shall be cushioned or wrapped with transparent bubble wrap material prior to being inserted into the plastic package.

1.18.4 Warranty

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

1.18.5 Payments for Spare Parts

Payments for spare parts ordered under the paragraph entitled "Selection of Spare Parts To Be Furnished" will be made under the work item of the Work Breakdown Sheet entitled "Spare Parts". Payments for spare parts specifically required elsewhere in this contract shall be considered as part of those equipment costs and shall be included in other payment items as appropriate. Payments for spare parts ordered under this clause shall be based on the invoice price (FOB supplier) plus certified invoice price of surface shipment to the site in Afghanistan. The invoice price (FOB supplier) shall include the separately listed cost for preservation and packaging by the

manufacturer as specified herein. The Contractor shall provide invoices and any additional backup, which may be required to demonstrate that the invoices presented represent the cost of spare parts, preservation and packaging, and cost of surface shipment to the site. Payment for handling, delivery, inventory, turnover, customs, overhead or profit shall not be paid or allowed under this Contract Provision, and shall be included in the cost for installation of this equipment under the other appropriate payment items of this contract. Price increases over prices furnished under paragraph SELECTION OF SPARE PARTS TO BE FURNISHED shall be fully substantiated. Payment for spare parts will be made after the spare parts have been accepted at the site by the Contracting Officer. If the total payments under the work item entitled "Spare Parts" does not reduce the balance of this work item to zero, the remaining balance will be deducted from the final contract amount. If orders exceed the work item entitled "Spare Parts", a modification for equitable adjustment will be issued in accordance with Contract Clause 52.243-4 entitled CHANGES. Payments for spare parts ordered under this clause shall constitute full payment for all cost of the spare parts and associated cost of preservation and packaging, and cost of surface shipment to the site. Other ancillary costs shall be included by the Contractor under the other appropriate work items of this contract and no additional cost except as provided herein will be allowed.

1.19 OPERATION AND MAINTENANCE (O&M) DATA

1.19.1 General

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

1.19.2 Submittals

The Contractor shall submit all items requiring submission of O&M data under this and other sections of these specifications in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD of the specifications.

1.19.3 Operation and Maintenance (O&M) Data

The Contractor shall furnish operation and maintenance manuals for all facilities constructed under this contract. The manuals shall be loose leaf, indexed and shall consist of manufacturer's brochures, manufacturer's operation and maintenance manuals, service and repair manuals, catalogs, service bulletins, instruction charts, diagrams, other information as necessary to support the operation and maintenance of the end items of equipment, assemblies and systems. Each type of facility (housing, barracks, mosque, etc.) shall be covered by a separate manual (or manuals) consisting of all data pertaining to the equipment and/or systems within that facility. Identical equipment within a single major system shall require only one submittal of data. The Contractor shall furnish all O&M manuals to the Contracting Officer not less than thirty (30) calendar days prior to contract completion. Required number of submittals (number of sets) shall be as specified in Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD.

1.19.4 Recommended Spare Parts List

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

1.19.5 Supplemental Submittals of Data

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

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

1.19.6 Framed Instructions for Systems

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

1.19.7 Additional Submittals/Re-submittals

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

1.20 INSTRUCTIONS AND TRAINING FOR OPERATION AND MAINTENANCE

1.20.1 General

The Contractor shall be responsible for the instruction and training of operating and maintenance personnel as specified below and in the Technical Provisions of the specifications. Unless otherwise indicated in the Technical Provisions, operating and maintenance instructions shall be given for a minimum period as follows:

Title	Duration of Training
Mechanical Systems	10 Days
Electrical Systems	10 Days

1.20.2 Operation and Maintenance Training

The Contractor shall provide competent instructors for training of personnel designated by the Contracting Officer to operate mechanical and electrical building systems and equipment, perform the required preventive maintenance to minimize breakdown, and to perform necessary repairs when malfunction or breakdown of equipment occurs. Such training shall consist of classroom and on-the-equipment training for the period specified, which shall be completed prior to acceptance of a system or equipment, as applicable. The instructor(s) shall have no other duties during the period of training. Classroom instruction shall not exceed fifty percent (50%) of the total training time, with the balance devoted to on-the-equipment demonstration and familiarization. Emphasis will be given to both electrical and mechanical features, in accordance with approved training plans.

1.20.3 Arrangements

The training shall be for not less than the periods of time specified, five (5) days per week, and eight (8) hours per day, subject to review and approval by the Contracting Officer. Each individual training session shall be presented one time only, shall be video taped in a television system compatible with the local area, and be scheduled in a manner acceptable to the Contracting Officer. At the completion of training, the videotapes shall become the property of the Government. In addition to the Contractor's requirements to video tape each training section, the Government reserves the right to record, in any manner, the subject training material, or training sessions given by

the Contractor, without additional cost to the Government.

Recordings obtained will be used in future training by the Government. The operating and maintenance manual data, as specified to be furnished in these Special Clauses, shall be used as the base material for training.

1.20.4 Scheduling

The Contractor shall contact the Contracting Officer for the purpose of preliminary planning, scheduling, and coordination of training, to maximize effectiveness of the training program for available operating and maintenance personnel. The Contractor shall initiate and make arrangements for such contact within thirty (30) calendar days after receipt of notification of award of contract; and shall include all significant times in scheduling and completing training in his PROJECT SCHEDULE. The Contractor shall provide a draft outline of training outline in sufficient detail to provide a broad indication of the type of scope of training to be given. It shall include but not be limited to; (a) a list of subjects to be presented; (b) estimated amounts of classroom and on-the-equipment instruction for each subject; (c) a list of minimum qualifications for instructors; and (d) discussions concerning the types and amounts of visual aids, reference materials, tools and test equipment, mock-up and other training materials that will be employed during training.

1.20.5 Preliminary Plan

The Contractor shall submit seven (7) copies of an outline of his proposed training plan to the Contracting Officer for review and approval not later than 60 calendar days after award of this contract. The plan will be reviewed and coordinated with the content of the O&M manuals.

1.20.6 Plan

The Contractor shall submit seven (7) copies of his proposed training plan to the Contracting Officer for approval not later than ninety (90) calendar days prior to start of any training. The plan shall include the following; (a) a weekly outline showing overall form and design of training presentation; (b) a day-by-day schedule showing time intervals, the major and subordinate subjects to be covered in each, the name of the instructor(s) and qualification summary of each, and identification of related handouts; (c) summary of the number of hours of classroom and on-the-equipment training; (d) a list of reference materials to be provided by the Contractor to the trainees; and (e) a list and description of the training materials to be used, such as text, visual aids, mock-up, tools, etc. The Contractor shall be responsible for furnishing all training materials except the following: The Government will provide space, chairs, and tables for classroom training, and three (3) sets of the five (5) sets of O&M Manuals required by the Contractor per Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD of the specifications. Provision of these manuals is solely for reference purposes, and in no way relieves the Contractor from providing all instruction and materials necessary for training personnel designated by the Government. All costs for resubmission of training plans, training materials, etc., as requested by the Contracting Officer shall be borne by the Contractor. Resubmittals shall be made within twenty (20) days of notice from the Contracting Officer.

1.20.7 Attendance Roster/TAC Form 356

The Contractor shall develop an attendance roster or a similar document indicating each student’s attendance, prior to the start of each class, subject and/or topic. This includes both "Hands-On" and classroom training. It is strongly recommended that each student trained be required to sign this document at the beginning of each class day for each and every class, subject and/or topic taught on that day. The Contractor's failure to have student attendance verified in writing may be cause for the Government to order the Contractor to repeat schooling where evidence of attendance cannot be verified. No part of the time lost due to such repeat instruction shall be made the subject of claim for extension of time or for excess costs or damage by the Contractor. Within ten (10) working days after completion of Operation and Maintenance Training conducted in accordance with this clause and/or applicable Technical Provision section, the Contractor shall complete and submit TAC Form 356 "Operation and Maintenance Training Validation Certificate". The attendance roster shall be included as an attachment to TAC Form 356.

1.21 CONTRACTOR FURNISHED EQUIPMENT LISTS

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

1.22 TIME EXTENSIONS

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.

1.25.1 Employee Identification

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

1.25.1.1 Preparation of Identification Badges

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

1.25.1.2 Employee Background and Historical Information

The Contractor shall be required to prepare and maintain personal background and historical information forms on each employee. These forms may be reviewed by the Base Security Office. The required information shall include but not necessarily be limited to the following:

a. Full name.
b. Place and date of birth.
c. Three (3) current color photographs.
d. Copy of Citizenship/Nationality identification.
e. Copy of Passport.
f. Copy of drivers license.
g. Police Background Check.
h. Work History.
i. Personal background information.
j. Copy of Work Permit and/or Visa.
k. Permanent home of record and in-country address.
l. Other information mandated by local law, the Base Security Regulations or that may be required to coordinate and process the necessary documentation with the government offices responsible for the approval.
n. Registration, insurance company, policy number and expiration date for each vehicle.

1.25.2 Identification of Contractor Vehicles

The Contractor shall be responsible for requiring each vehicle engaged in the work to display permanent vehicular identification as approved and directed by the Contracting Officer. If acceptable to the Base Security Office and approved by the Contracting Officer, the Contractor may institute a system of non-permanent temporary identification for one-time delivery and transit vehicles. Each Contractor vehicle, machine, piece of equipment, or towed trailers, shall show the Contractor's name such that it is clearly visible on both front doors of the vehicle and both sides of a towed trailer. A valid license plate shall be displayed at all times. Contractor vehicles operated on

Government property shall be maintained in a good state of repair, shall be insured, and shall be registered in accordance with Afghan Law.

1.25.3 Security Plan

The Contractor shall submit to the Contracting Officer, within ten (10) calendar days after award of this contract, his proposed personnel and vehicular access plan. This plan shall cover all elements for issuance of the access passes, safeguarding of passes not issued, construction security operations, lost passes, temporary vehicle passes, and collection of passes for employee's and vehicles on 1)- temporary absence; 2)- termination or release; and 3)- termination or completion of contract. The plan shall address in detail the contractors proposed procedures, and organization necessary to produce and maintain effective security within the contract limits twenty-four (24) hours a day seven (7) days a week.

1.26 RADIO TRANSMITTER RESTRICTIONS

To preclude accidental actuation of sensitive electronic equipment, the Contractor shall not use radio-transmitting equipment without prior approval of the Contracting Officer.

1.28 PUBLIC RELEASE OF INFORMATION

1.28.1 Prohibition

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, purchase order, or other documents resulting there from without the prior written approval of the Contracting Officer.

1.28.2 Subcontract and Purchase Orders

The Contractor agrees to insert the substance of this clause in all purchase orders and subcontract agreements issued under this contract.

1.29 ATTACHMENTS

TAC FORM 61 - Accident Prevention Program Hazard Analysis

TAC FORM 356 - Operation and Maintenance Training Validation Certificate

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.

2.8 AGENT'S FEE AND COMMISSION

The contractor certifies that the contract price (including any subcontracts awarded hereunder) does not include any direct or indirect costs of sales commissions or fees for contractor sales representatives for the solicitation or

promotion or otherwise to secure the conclusion of the sale of any of the supplies or services called for by this contract to the Government of Afghanistan.

2.9 PROJECT FUND

This contract/project/solicitation is being advertised/awarded subject to availability of funds.

-- End of Section --

SECTION 01312 QUALITY CONTROL SYSTEM (QCS)

PART 1: GENERAL

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site: the Contractor can obtain the current address from the Government. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

Administration
Finances
Quality Control
Submittal Monitoring
Scheduling
Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to specifications “SUBMITTAL PROCEDURES”, “CONTRACTOR QUALITY CONTROL”, "PROJECT SCHEDULE", and Contract Clause, "Payments", which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available. It shall be the responsibility of the contractor to maintain the QCS software and install updates as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS. No separate payment shall be made for updating or maintaining the necessary hardware configurations necessary to run QCS:

Hardware

IBM-compatible PC with 1000 MHz Pentium or higher processor
256+ MB RAM for workstation / 512+ MB RAM for server
1 GB hard drive disk space for sole use by the QCS system
Digital Video Disk (DVD)-Compact Disk (CD) Reader-Writer (RW/ROM)
Monitor with a resolution of AT LEAST 1024x768, 16bit colors
Mouse or other pointing device
Windows compatible printer. (Laser printer must have 4 MB+ of RAM)
Connection to the Internet, minimum 56k BPS

Software

MS Windows 2000 or higher
QAS-Word Processing software: MS Word 2000 or newer
Internet browser supporting HTML 4.0 or higher
Electronic mail (E-mail) MAPI compatible
Virus protection software regularly upgraded with all issued manufacturer's updates

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control (CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class. The government will provide QCS training if requested by the contractor.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail or via CD-ROM. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. Data updates to the Government shall be submitted via either E-mail or electronic media with printed/file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer. The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall

deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by specification 01451 “CONTRACTOR QUALITY CONTROL”.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Specification Section Project Schedule. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Requests for Information (RFI)

The Contractor shall use the two-way RFI system contained in QCS for tracking all RFI's generated during the contract. Hard copies of all RFI's shall be provided to the government, and will govern in the event of a discrepancy between electronic and printed mediums.

1.6.7 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

-- End of Section --

SECTION 01321 PROJECT SCHEDULE

PART 1 GENERAL

1.1 SUBMITTALS

The following shall be submitted for Government approval in accordance with Section 01335 SUBMITTAL PROCEDURES: SD-07 Schedules Project Schedule; Horizontal Bar Chart and Periodic Payment Request Updates; 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 SUBMITTAL PROCEDURES FOR DESIGN-BUILD PROJECTS

PART 1 GENERAL

1.1 REFERENCE

The publication listed below forms a part of this specification to the extent referenced. The publication is referenced to in the text by basic designation only.

CONSTRUCTION SPECIFICATIONS INSTITUTE

Manual of Practice
Construction Specifications Institute
http://www.csinet.org/s_csi/index.asp
601 Madison Street
Alexandria, Virginia
22314-1791

NATIONAL INSTITUTE OF BUILDING SCIENCES (NIBS)

Unified Master Reference List (UMRL)
National Institute of Building Sciences
1090 Vermont Avenue, NW, Suite 700
Washington, DC 20005-4905
Email: nibs@nibs.org
FAX: (202) 289-1092
Tele: (202) 289-7800

AFGHANISTAN ENGINEER DISTRICT

AFGHANISTAN ENGINEER DISTRICT
http://www.aed.usace.army.mil
U.S. Army Corps of Engineers
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 every 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.

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 Design-Build Contractor shall not begin construction work until the Government has reviewed the Design-Build Contractor's concept, intermediate and final designs and has cleared them for construction. Clearance for construction shall not be construed as meaning Government approval. Unless otherwise indicated, the risk for the design is the sole responsibility of the Design-Build Contractor.

As a minimum, design submittals shall be submitted at the following intervals:

Concept (Preliminary) design - 35%

General design - 65%

Final design review - 99%

Cleared for Construction review - 100%

1.2.1.1 CONCEPT (PRELIMINARY) DESIGN (35%)

The review of this submittal is primarily to ensure that the Contractor has taken an inventory of the existing conditions at each proposed site, has established the most desirable functional relationships between the various project elements, has provided the technical solution as to how the functional and technical requirements will be met, and to show Contractor

compliance (or justify noncompliance) with the design parameters and/or requirements. As a minimum, the following documents shall be submitted:

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. Complete design analysis, plans and specifications for any contract feature(s) that the Contractor would like Partial Clearance for Construction on once the 35% Design Submittal has been approved, including project components with long ordering, fabrication and delivery times. Other preliminary drawings, specifications and design analysis of work features that are intended for submittal/approval at the 65% Design Submittal, or later, stage shall be included such that a thorough and complete understanding of this work can be accomplished as part of the 35% review. Specifications for contract features proceeding after approval of this Design Submittal shall include those Construction Submittal items requiring Government Approval (GA).

For work shown but incomplete and still under design, the Contractor should clearly indicate on the ENG Form 4025 what is being submitted for review and approval.

b. Outline of all Construction Specification Sections to be used and those Specification items requiring Government Approval (GA).

c. 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.

d. 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;

e. 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. This would also include proposed changes to any furnished detailed drawings if site conditions or other requirements mandate revisions.

f. Geotechnical Report, indicating appropriate information for various site characteristics, soil parameters as determined by certified lab tests, allowable soil bearing capacities, correlation with foundation design parameters, and any changes in foundation design of structures furnished in the Contract; estimated settlement for building foundation loads; and all other project feature changes due to the Geotechnical Report conclusions.

g. 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.

h. 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.

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.

l. Remaining features of work shown on 35% design complete Plans;

1.2.1.2 GENERAL DESIGN REVIEW (65%):

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. Complete design analysis, plans and specifications for any contract feature(s) that the Contractor would like Partial Clearance for Construction on once the 65% Design Submittal has been approved, including list of those Construction Submittal items requiring Government Approval (GA).

b. For all other work, provide a Draft Construction Specifications complete - all anticipated sections, edited to include only applicable requirements.

c. Construction Drawings complete for all work to be completed until the 99% Final Design Review Submittal is provided, with all past Design Review 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 contain all the details necessary to assure a clear understanding of the work throughout construction.

For work shown but incomplete and still under design, the Contractor should clearly indicate on the ENG Form 4025 what is being submitted for review and approval.

1.2.1.3 FINAL DESIGN REVIEW (99%):

The review of this submittal is primarily to insure that the contract documents and design analysis are nearing completion 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 with all prior comments incorporated.

b. Draft Construction Specifications complete - all anticipated sections, edited to include only applicable requirements.

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.

1.2.1.4 “CLEARED FOR CONSTRUCTION” SUBMITTAL (100%):

The review of this submittal is to insure that the design is in accordance with all Contract requirements and any directions provided the Contractor during the design process. The only effort remaining between the Final Design Review Submittal and the "Cleared For Construction" Design Review Submittal is the incorporation of all Government review comments. The Contractor shall submit the following documents for this review:

a. Design Analysis, only if changes have occurred since 99% 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-Builts required as part of this contract. The Designer of Record shall document its professional concurrence on the As-Builts for any revisions by affixing its stamp and seal on the drawings and specifications.

1.2.3 USE OF DrChecks$_{SM}$ FOR DESIGN SUBMITTAL COMMENT AND RESPONSE

1.2.3.1 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

1.2.3.2 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$_{SM}$.

1.2.3.3 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.

1.2.3.4 FURTHER CONTRACTOR INFORMATION AFTER DrChecks$_{SM}$ REVIEWS

See Paragraph 3.7.4, Government Review, for further procedures and requirements associated with Design Submittal reviews.

1.2.4 CONSTRUCTION SUBMITTALS

1.2.4.1 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.

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.

c. 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

1.2.4.2 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.

1.2.4.3 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.

1.2.4.4 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.

1.2.4.5 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 Design and 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. Approval will not relieve the Contractor of the responsibility for any error which may exist, as it is the sole responsibility of the Contractor to certify that each Submittal has been reviewed in detail and is in strict conformance with all the contract documents and design criteria referenced therein.

1.3.3 Substitutions

After design submittals have been reviewed and cleared for construction by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless justified as indicated in the paragraph entitled VARIATIONS.

1.3.4 Additional Submittals

In conjunction with Contract Clause 52.236-5 MATERIAL AND WORKMANSHIP, the Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work.

1.3.5 Untimely and Unacceptable Submittals

If the 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. However, the local language of host country shall be added to project As-Built drawings.

1.5 UNITS OF MEASUREMENT

Design documents shall be prepared in accordance with the guidance offered in SECTION 01415 METRIC MEASUREMENTS.

The metric units used are the International System of Units (SI) developed and maintained by the General Conference on Weights and Measures (CGPM); the name International System of Units and the international abbreviation SI were adopted by the 11th CGPM in 1960.

1.5.1 Drawings

1.5.1.1 Site Layout

All site layout data shall be dimensioned in meters or coordinates, as appropriate. All details and pipe sizes shall be dimensioned in millimeters.

EXAMPLE: Masonry openings shall be a U.S. module to suit a standard U.S. door. The dimensions of the opening shall be given in SI units. Metric dimensions for site plans shall be in meters and fraction thereof. Dimensions for all other drawings shall be in millimeters using hard metric designations (example: 12 meters = 12 000). Hard metric is defined as utilizing standard metric products and the use of measurements in increments of fifty (50) and one hundred (100) millimeters.

1.5.1.2 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

A design analysis, written in the English language with SI units of measure, shall be submitted for review by the Government. The design analysis is a written explanation of the project design which is expanded and revised (updated) as the design progresses. The design analysis shall contain all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications. The design analysis contains the criteria for and the history of the project design, including criteria furnished by the Government, letters, codes, references, conference minutes, and pertinent research. Design calculations, computerized and manual, are included in the design analysis. Narrative descriptions of design solutions are also included. Written material may be illustrated by diagrams and sketches to convey design concepts. Catalog cuts and manufacturer's data for all equipment items, shall be submitted. 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

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 shall be prepared in accordance with the Construction Specifications Institute (CSI) format. The Contractor-prepared specifications shall include as a minimum, all applicable specification sections referenced by the CSI. Where the CSI does not reference a specification section for specific work to be performed by this contract, the Design-Build Contractor shall be responsible for creating the required specification.

2.5.1 Use of Unified Facilities Guide Specifications (UFGS)

UFGS (Uniform Federal Guide Specifications) are required for this project. 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

Specifications 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 (AFCESA), and the guide specifications of the National Aeronautics and Space Administration (NASA). This document is maintained by the National Institute of Building Sciences (NIBS) based on information provided by the agencies involved and the standards producing organizations. The listing is current with information available to NIBS on the date of this publication.

Standards referenced in specifications and drawings prepared by the 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://cadbim.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 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 Government review and comment in DrChecks$_{SM}$. 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 1.2.4 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 on CD-ROM (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 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 the Contractor provides them to the address noted in Paragraph 3.6.1.1. At the Pre-Construction meeting, the Contractor will be furnished the Area and/or Resident Office addresses to which these submittals shall be provided and the specific number of hard copies (full and half sizes) and soft copies (CD-ROM) required by the Area and/or Resident Office 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 35% 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 35% 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 DrChecks$_{SM}$. <u>It should be noted that a new transmittal number</u>

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 “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 the Government.

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 Design Phases

Complete or partial design phasing may or may not have been specified by the Government elsewhere in this contract. For construction sequencing or phasing that the Government has not specifically mandated, the Design-Build Contractor may submit a proposed phasing plan. Design phasing proposed by the Design-Build Contractor shall be submitted to the Government for approval.

3.8.3 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.

3.8.4 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.

3.8.5 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.

3.8.6 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 Levels

Permanent Construction. Buildings and facilities shall be designed and constructed to serve a life expectancy of more than 25 years, to be energy efficient, and to have finishes, materials, and systems that are low maintenance and low life-cycle cost.

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.

3.9.6.7 Geotechnical Investigation

Unless otherwise stated in the contract, the Contractor will be responsible for Geotechnical investigation, including subsurface explorations, sampling, field and laboratory testing, and water studies where applicable.

3.9.6.8 Cathodic Protection and Earth Resistance

Unless otherwise stated in the contract, the Contractor will be responsible for determining whether cathodic protection on buried structures and underground utility systems are needed for special electrical grounding and counterpoise systems, and for gathering the field data necessary for design.

3.9.6.9 Water Supply and Quality Data

Unless otherwise stated in the contract, the Contractor will be responsible for obtaining all water supply and water quality data. This data will include information on the locations and depths of all viable water supply sources at the site(s) involved and a water quantity and water quality analysis for each source.

3.9.6.10 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.

3.9.6.11 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.

3.9.6.12 Existing Construction

Asbestos containing materials (ACM) presently included in existing construction to be rehabilitated or otherwise modified as a result of this project shall be removed and a non-asbestos containing material substituted in lieu thereof.

3.9.6.13 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 4025R, 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 1335A ATTACHMENTS

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE
(Read instructions on the reverse side prior to initiating this form)

DATE

TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:

FROM:

CONTRACT NO.

CHECK ONE:
☐ THIS IS A NEW TRANSMITTAL
☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____

SPECIFICATION SEC. NO. *(Cover only one section with each transmittal)*

PROJECT TITLE AND LOCATION

CHECK ONE: THIS TRANSMITTAL IS FOR ☐ FIO ☐ GOV'T. APPROVAL

ITEM NO. a.	DESCRIPTION OF ITEM SUBMITTED *(Type size, model number/etc.)* b.	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. *(See instruction no. 8)* c.	NO. OF COPIES d.	CONTRACT REFERENCE DOCUMENT: SPEC. PARA. NO. e.	CONTRACT REFERENCE DOCUMENT: DRAWING SHEET NO. f.	FOR CONTRACTOR USE CODE g.	VARIATION *(See instruction No. 6)* h.	FOR CE USE CODE 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 *(List by Item No.)*

NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY

DATE

ENG FORM 4025-R, MAR 95 *(ER 415-1-10)* EDITION OF SEP 93 IS OBSOLETE. SHEET ___ OF ___ (Proponent CEMP-CE)

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.

3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.

4. Submittals requiring expeditious handling will be submitted on a separate form.

5. Separate transmittal form will be used for submittals under separate sections of the specifications.

6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".

7. Form is self-transmittal, letter of transmittal is not required.

8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.

9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See attached).
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other *(Specify)*

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

Contractor - Furnished Design Documents Submittal Register	Contract Title & Location:	
	Contractor:	Contract Number:

Submittal Identification Nº.	NAS Activity Code	Description of Document (s)	Contractor Submittal Date	Government Action	
				Receipt Date	Construction Clearance Date

TAC Form 122-E
September 2003(R)

SUBMITTAL REGISTER

(ER 415 1-10)

CONTRACT NO.

TITLE AND LOCATION

CONTRACTOR

SPECIFICATION SECTION

ACTIVITY NO a.	TRANS-MITTAL NO. b.	ITEM NO c.	SPECIFICATION PARAGRAPH NUMBER d.	DESCRIPTION OF ITEM SUBMITTED e.	TYPE OF SUBMITTAL: DATA f.	DRAWINGS g.	INSTRUCTIONS h.	SCHEDULES i.	STATEMENTS j.	REPORTS k.	CERTIFICATES l.	SAMPLES m.	RECORDS n.	CLASSIFICATION: INFORMATION ONLY o.	GOVERNMENT APPROVED p.	REVIEWER q.	CONTRACTOR SCHEDULE DATES: SUBMIT r.	APPROVAL NEEDED BY s.	MATERIAL NEEDED BY t.	CONTRACTOR ACTION: CODE u.	DATE v.	SUBMIT TO GOVERNMENT w.	GOVERNMENT ACTION: CODE x.	DATE y.	REMARKS z.

ENG FORM 4288-R, MAR 95 EDITION OF SEP 93 IS OBSOLETE. PAGE 1 OF ____ PAGES (Proponent: CEMP-CE)

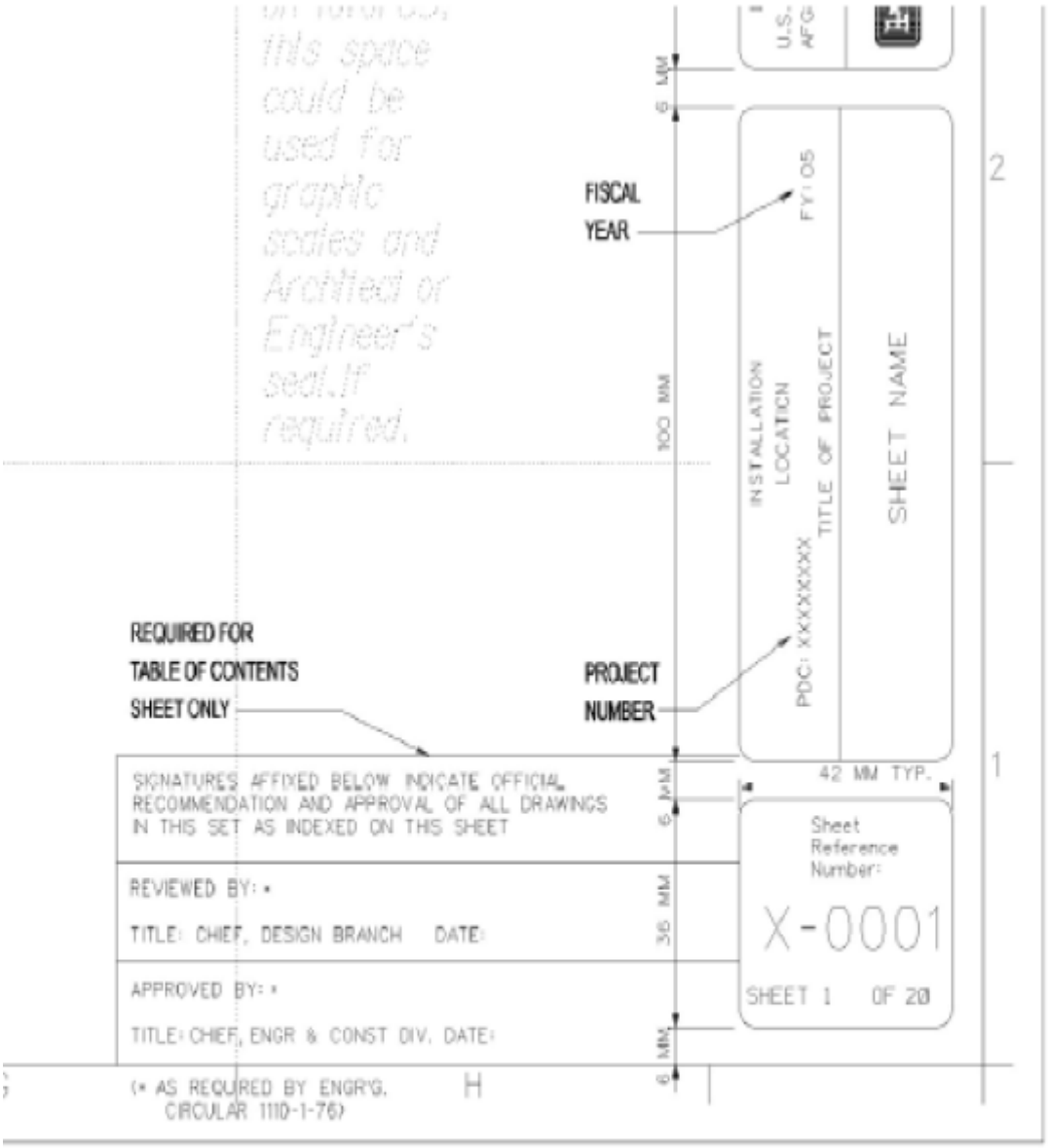


Figure 1- AED Title Block sheet number/description

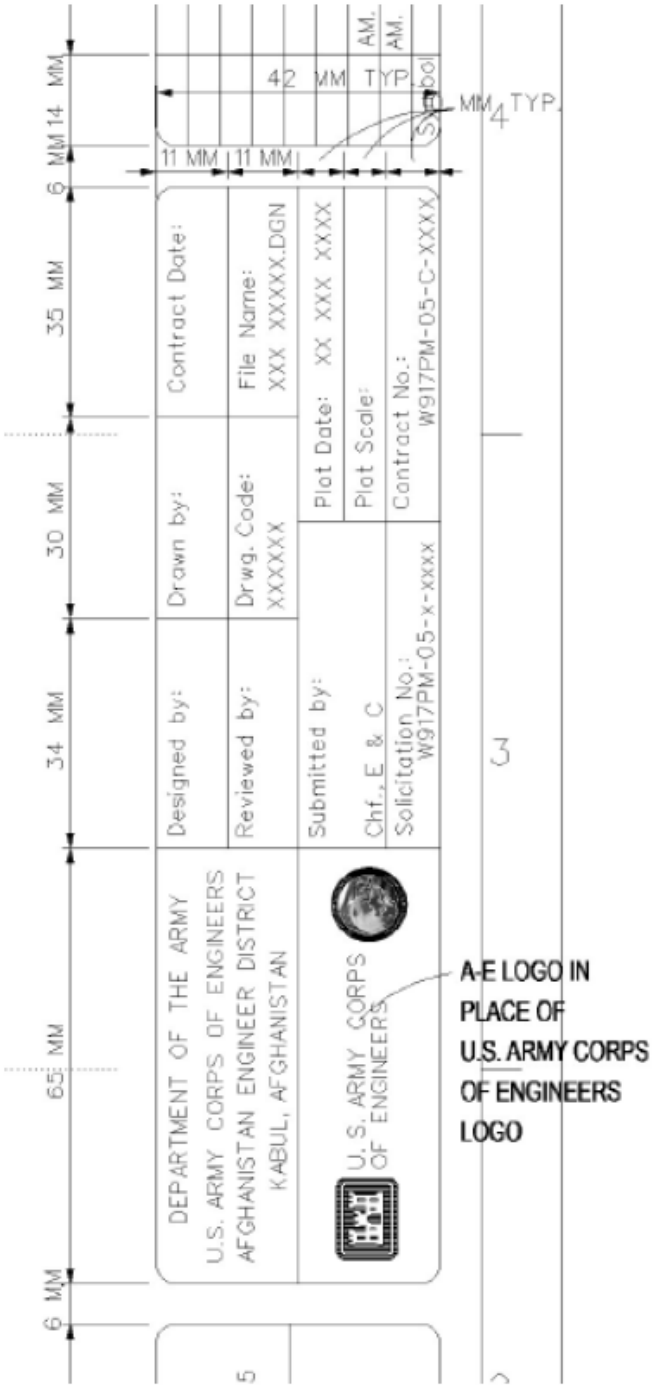


Figure 2- AED Title Block- A-E logo/designed by/reviewed by/submitted by

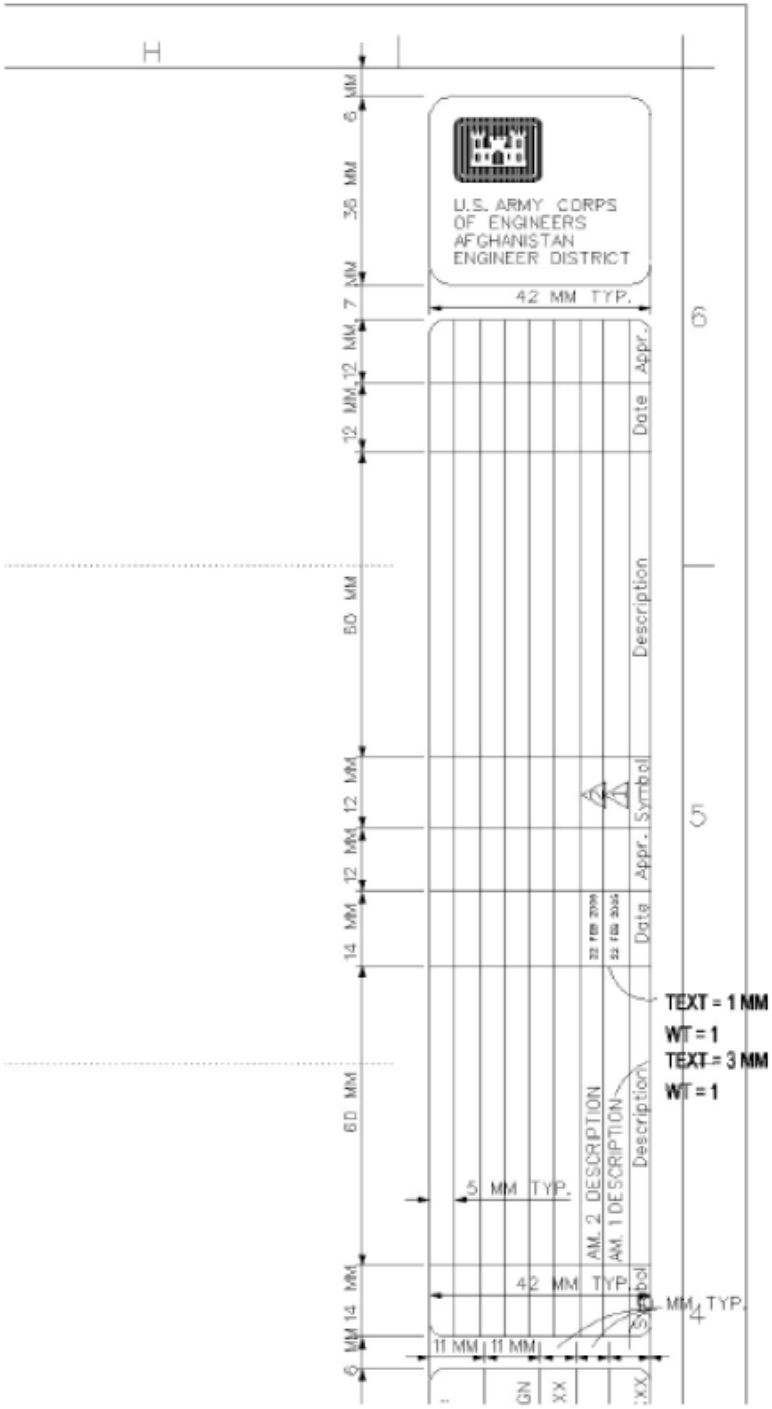


Figure 3- AED Title Block-Revisions Block Dimensioning

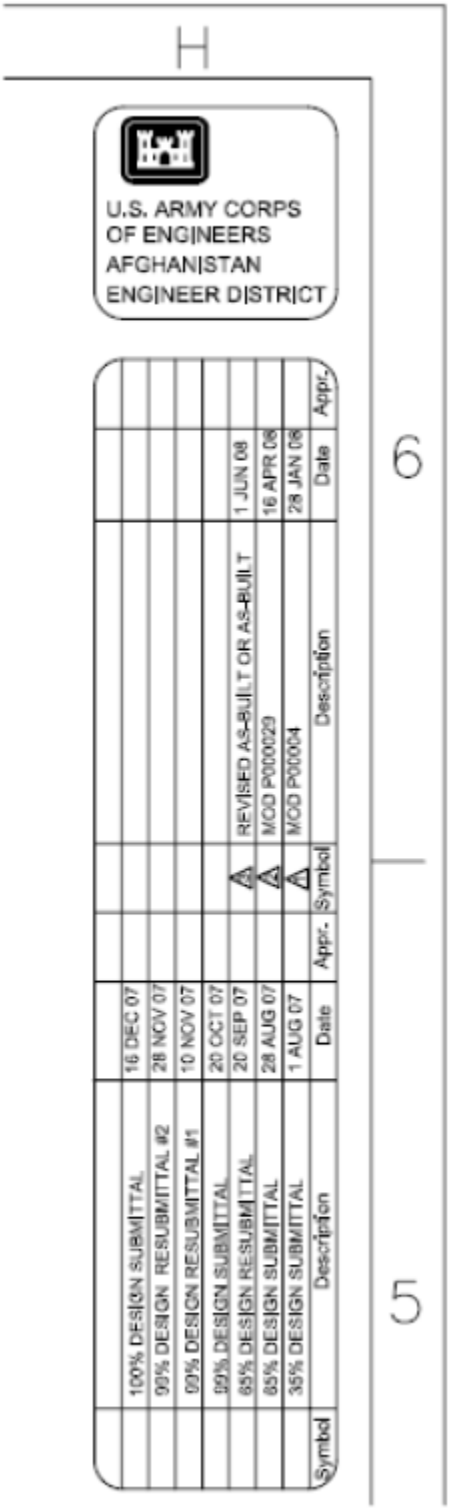
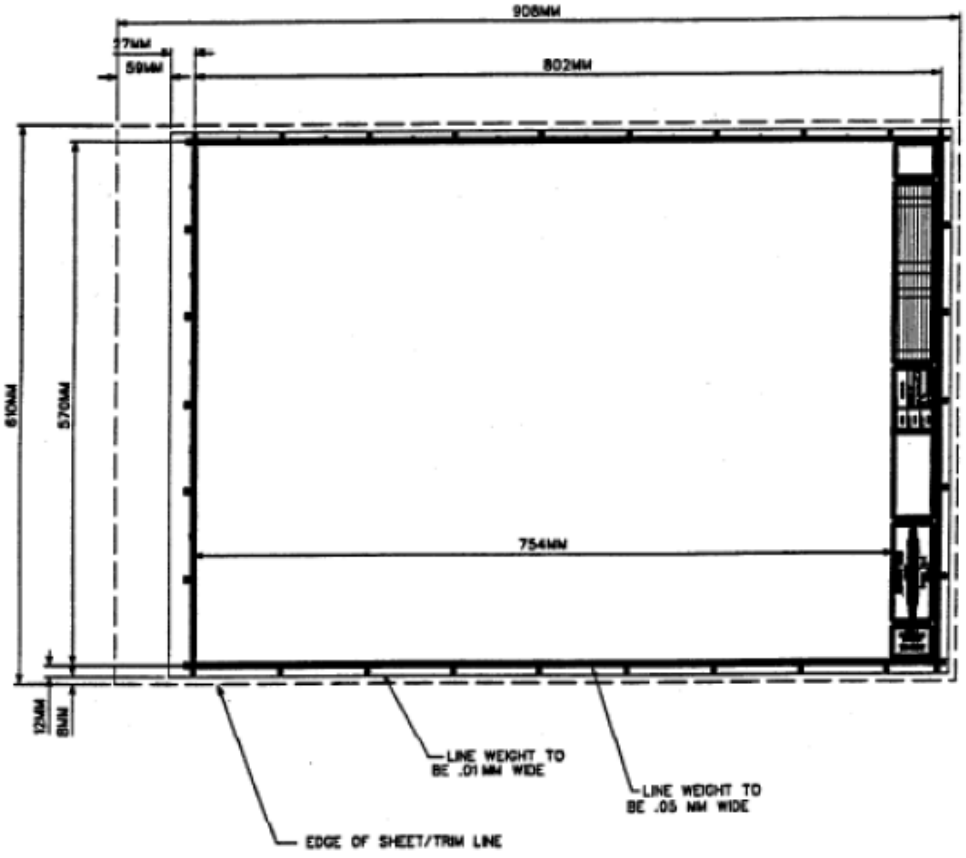


Figure 4- AED Title Block-Revisions Block Required Notations

FINISHED FORMAT SIZE



NOTES:

1. SEE FIGURES 6 THRU 9 FOR TITLE BLOCK DEFINITIONS.

Figure 5

SECTION 01415 METRIC MEASUREMENTS

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM E 621	(1994; R 1999e1) Use of Metric (SI) Units in Building Design and Construction (Committee E-6 Supplement to E380)
ASTM SI 10	(2002) American National Standard for Use of the International System of Units (SI): The Modern Metric System

1.2 GENERAL

This project includes metric units of measurements. The metric units used are the International System of Units (SI) developed and maintained by the General Conference on Weights and Measures (CGPM); the name International System of Units and the international abbreviation SI were adopted by the11th CGPM in 1960. A number of circumstances require that both metric SI units and English inch-pound (I-P) units be included in a section of the specifications. When both metric and I-P measurements are included, the section may contain measurements for products that are manufactured to I-P dimensions and then expressed in mathematically converted metric value(soft metric) or, it may contain measurements for products that are manufactured to an industry recognized rounded metric (hard metric)dimensions but are allowed to be substituted by I-P products to comply with the law. Dual measurements are also included to indicate industry and/or Government standards, test values or other controlling factors, such as the code requirements where I-P values are needed for clarity or to trace back to the referenced standards, test values or codes.

1.3 USE OF MEASUREMENTS IN SPECIFICATIONS

Measurements in specifications shall be either in SI or I-P units as indicated, except for soft metric measurements or as otherwise authorized. When only SI or I-P measurements are specified for a product, the product shall be procured in the specified units (SI or I-P) unless otherwise authorized by the Contracting Officer. The Contractor shall be responsible for all associated labor and materials when authorized to substitute one system of units for another and for the final assembly and performance of the specified work and/or products.

1.3.1 Hard Metric

A hard metric measurement is indicated by an SI value with no expressed correlation to an I-P value. Hard metric measurements are often used for field data such as distance from one point to another or distance above the floor. Products are considered to be hard metric when they are manufactured to metric dimensions or have an industry recognized metric designation.

1.3.2 Soft Metric

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 --

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 Not Used.

3.4.4 Additional Requirement

In addition to the above experience and/or education requirements, the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered by the government, and inquiries as to the next course offering may be directed to the local construction field office.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in the STR titled SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase.

This phase shall be performed prior to beginning work on each definable feature of work, after all required documents and materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards, in the English language unless specifically approved otherwise by the Contracting Officer, applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. A check to assure that provisions have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to verify that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. Reviews of the appropriate activity hazard analysis to ensure safety requirements are met.

h. Discussion of procedures for constructing the work including repetitive deficiencies, construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the Contracting Officer has accepted the portion of the plan for the work to be performed.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase.

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verification of full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase.

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted, and all noted deficiencies corrected, prior to the start of additional features of work that may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be required by the Contracting Officer on the same definable features of work if the quality of on-going work is unacceptable; if there are changes in the applicable QC staff or in the on-site production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product that conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Costs incidental to the transportation of samples or materials shall be borne by the Contractor.

Testing includes operation and/or acceptance tests when specified. A list of tests to be performed shall be furnished as a part of the CQC plan. The list shall give the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, shall be recorded on the Quality Control report for the date taken. Specification paragraph/item reference, location where tests were taken, and the

sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the SPECIAL CONTRACT REQUIREMENTS Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.

g. Offsite surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within forty-eight (48) hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

In accordance with Specification 01312 QUALITY CONTROL SYSTEM, the contractor shall use the forms produced by and printed from QCS. Samples of any forms required to meet the requirements of this section which are not produced by that system shall be included in the contractors Quality Control Plan.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

SECTION 01525 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

PART 1 GENERAL

For contractor safety on projects associated with this program, compliance with EM 385-1-1 safety requirements will be the long-term goal reached by growing a safety culture. This compliance will, by necessity, be achieved through a phased-in process. In the Commander's letter at the preface of the EM 385-1-1, he acknowledges that in OCONUS locations, strict compliance with the manual may not be possible – and through the hazard analysis process, safety measures can be developed to attain the same degree of safety.

This specification consists of two parts:

1) Sections 1.1 through 3.12.1, which are the standard safety specifications for work in Europe District and;

2) Appendix A, Phasing approach for safety in emerging countries where there is little or no national safety standards.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A10.32	Personal Fall Protection - Safety Requirements for Construction and Demolition Operations
ANSI Z359.1(1992; R 1999)	Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components
ANSI/ASSE A10.34(2001)	Protection of the Public on or Adjacent to Construction Sites
ASME B30.3(1996)	Construction Tower Cranes

ASME INTERNATIONAL (ASME)

ASME B30.22(2000)	Articulating Boom Cranes
ASME B30.5(2004)	Mobile and Locomotive Cranes

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10(2002)	Portable Fire Extinguishers
NFPA 241(2000)	Safeguarding Construction, Alteration, and Demolition Operations
NFPA 51B(2003)	Fire Prevention During Welding, Cutting, and Other Hot Work
NFPA 70(2005)	National Electrical Code
NFPA 70E(2004)	Electrical Safety in the Workplace

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1(2003) Safety	Safety and Health Requirements

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910	Occupational Safety and Health Standards (OSHA)
29 CFR 1910.146	Permit-required Confined Spaces
29 CFR 1915	Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment
29 CFR 1919	Gear Certification
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.500	Fall Protection

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with SR SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G, ACC

Activity Hazard Analysis (AHA); G, ACC

Crane Critical Lift Plan; G, ACC

Proof of qualification for Crane Operators; G, ACC

SD-06 Test Reports

Reports: Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports

Monthly Exposure Reports

Crane Reports

Regulatory Citations and Violations

SD-07 Certificates

Confined Space Entry Permit

Contractor Safety Self-Evaluation Checklist; G, ACC

Submit one copy of each permit/certificate attached to each Daily Quality Control Report.

1.3 DEFINITIONS

a. Competent Person for Fall Protection. A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.

b. High Visibility Accident. Any mishap which may generate publicity and/or high visibility.

c. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.

d. Qualified Person for Fall Protection. A person with a recognized degree or professional certificate, extensive knowledge, training and experience in the field of fall protection who is capable of performing design, analysis, and evaluation of fall protection systems and equipment.

e. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

(1) Death, regardless of the time between the injury and death, or the length of the illness;

(2) Days away from work (any time lost after day of injury/illness onset);

(3) Restricted work;

(4) Transfer to another job;

(5) Medical treatment beyond first aid;

(6) Loss of consciousness; or

(7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

f. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

1.4 DRUG PREVENTION PROGRAM

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employee uses illegal drugs or consumes alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours. After accidents, collect blood, urine, or saliva specimens and test the injured and involved employees for the influence of drugs and alcohol. A copy of the test shall be made available to the Contracting Officer upon request.

1.5 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, work performed shall comply with USACE EM 385-1-1, and in particular, the requirements of the European Union Council Directive 92/57/EEC of 24 June 1992 on the implementation of minimum safety and health requirements at temporary or mobile construction sites. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

1.6 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.6.1 Personnel Qualifications

1.6.1.1 Site Safety and Health Officer (SSHO)

Site Safety and Health Officer (SSHO) shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The Contractor Quality Control (QC) person can only be the SSHO on this project if approved by the Contracting Officer. Any project exceeding 1 Million US dollars in value shall have a full time SSHO. The SSHO shall meet the following requirements: A minimum of 5 years safety work on similar projects; 30-hour OSHA construction safety class or European Union equivalent within the last 5 years; an average of at least 24 hours of formal safety training each year for the past 5 years. Competent person training as needed.

1.6.1.2 Competent Person for Confined Space Entry

Provide a competent person meeting the requirements of EM 385-1-1 who is assigned in writing by the Government Designated Authority (GDA) to assess confined spaces and who possesses demonstrated knowledge, skill and ability to:

a. Identify the structure, location, and designation of confined and permit-required confined spaces where work is done;

b. Calibrate and use testing equipment including but not limited to, oxygen indicators, combustible gas indicators, carbon monoxide indicators, and carbon dioxide indicators, and to interpret accurately the test results of that equipment;

c. Perform all required tests and inspections specified in Section 06.I of EM 385-1-1;

d. Assess hazardous conditions including atmospheric hazards in confined space and adjacent spaces and specify the necessary protection and precautions to be taken;

e. Determine ventilation requirements for confined space entries and operations;

f. Assess hazards associated with hot work in confined and adjacent space and determine fire watch requirements; and,

g. Maintain records required.

1.6.1.3 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Section 16 and Appendix G. In addition, crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a government agency, or and organization that tests and qualifies crane operators). Proof of current qualification shall be provided.

1.6.2 Personnel Duties

1.6.2.1 Site Safety and Health Officer (SSHO)/Superintendent

a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.

b. Conduct mishap investigations and complete required reports. Maintain an accident/injury log such as the OSHA Form 300 or host nation equivalent, and Daily Production reports for prime and sub-contractors.

c. Maintain applicable safety reference material on the job site.

d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.

e. Implement and enforce accepted APPS and AHAs.

f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.

g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

1.6.3 Meetings

1.6.3.1 Preconstruction Conference

a. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

b. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.

c. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.

d. The functions of a Preconstruction conference may take place at the Post-Award Kickoff meeting for Design Build Contracts.

1.6.3.2 Safety Meetings

Shall be conducted and documented as required by EM 385-1-1. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily quality control report.

1.7 TRAINING

1.7.1 New Employee Indoctrination

New employees (prime and sub-contractor) will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

1.7.2 Periodic Training

Provide Safety and Health Training in accordance with USACE EM 385-1-1 and the accepted APP. Ensure all required training has been accomplished for all onsite employees.

1.7.3 Training on Activity Hazard Analysis (AHA)

Prior to beginning a new phase, training will be provided to all affected

1.8 ACCIDENT PREVENTION PLAN (APP)

The Contractor shall use a qualified person to prepare the written site-specific APP in both English and in the host nation language. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within 24 hours of discovery. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment.

Copies of the accepted plan will be maintained at the Contracting Officer's office and at the job site.

The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

1.8.1 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required:

a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be. The duties of each position shall be specified.

b. Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.

c. Confined Space Entry Plan. Develop a confined space entry plan in accordance with USACE EM 385-1-1, Section 06.I, and any other federal, state and local regulatory requirements identified in this contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

d. Crane Critical Lift Plan. Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall be submitted 15 calendar days prior to on-site work and include the requirements of USACE EM 385-1-1, paragraph 16.C.18. and the following:

(1) For lifts of personnel, the plan shall demonstrate compliance with the requirements of EM 385-1-1, Section 22.F.

(2) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim. The amount of list and trim shall be within the crane manufacturer's requirements.

e. Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place and during different phases of construction. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised every six months for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan shall be included in the Accident Prevention Plan (APP).

1.9 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1, and shall be written in both English and the host nation language. Submit the AHA for review at least 15 calendar days prior to the start of each phase. Format subsequent AHAs as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.

1.10 DISPLAY OF SAFETY INFORMATION

Within 1 calendar day after commencement of work, erect a safety bulletin board at the job site. The safety bulletin board shall include information and be maintained as required by EM 385-1-1, section 01.A.06.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project. Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment. Military medical clinics may provide emergency treatment for serious injuries; the contractor is responsible for coordination with the local military medical clinic prior to mobilization.

1.13 REPORTS

1.13.1 Accident Reports

For recordable injuries and illnesses, and property damage accidents resulting in at least $2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within 5 calendar day(s) of the accident. The Contracting Officer will provide copies of any required or special forms.

1.13.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than $2,000. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

1.13.3 Monthly Exposure Reports

Monthly exposure reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

1.13.4 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix H and as specified herein with Daily Reports of Inspections.

1.14 HOT WORK

Prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices, a written permit shall be requested from the Installation. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. The Contractor will provide at least two (2) six kilogram ABC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in fire fighting techniques and remain on-site for a minimum of 120 minutes after completion of the task or as specified on the hot work permit.

When starting work in the facility, Contractors shall require their personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency phone numbers. ANY FIRE, NO

MATTER HOW SMALL, SHALL BE REPORTED TO THE RESPONSIBLE FIRE DIVISION/DEPARTMENT IMMEDIATELY.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 CONSTRUCTION AND/OR OTHER WORK

Before initiation of work at the job site, an accident prevention plan, written by the Contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1, will be reviewed and found acceptable by designated Government personnel. Specific requirements for development of the accident prevention plan are found in sections 01.A and Appendix A of EM 385-1-1.

Before beginning each activity involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform the work, activity hazard analysis (AHA) shall be prepared by the Contractor performing the work activity. See paragraph 01.A.09 of EM 385-1-1.

The Contractor shall require subcontractors to submit their plan of operations showing methods they propose to use in accomplishing major phases of work.

The Contractor shall be prepared to discuss the plans in conferences convened by the Contracting Officer prior to starting work on each major phase of operation. Plans shall include all pertinent information such as layout of haul roads, access roads, storage areas, electrical distribution lines, methods of providing minimum exposure to overhead loads, and methods of access to work areas. The plan for accomplishing the initial work phase shall be submitted within 15 calendar days after award of the contract. Plans for subsequent major phases of work shall be submitted not later than 15 calendar days prior to initiation of work on each major phase.

All areas where construction, demolition, alteration, building, or similarly related activities take place, all workers shall have the following minimum personal protective clothing and equipment:

1. Short sleeve shirt.
2. Long trousers.
3. Steel-toed safety boots.
4. Hard hat.

3.1.1 Falling Object Protection

All areas must be barricaded to safeguard employees. When working overhead, barricade the area below to prevent entry by unauthorized employees. Construction warning tape and signs shall be posted so they are clearly visible from all possible access points. When employees are working overhead all tools and equipment shall be secured so that they will not fall. When using guardrail as falling object protection, all openings shall be small enough to prevent passage of potential falling objects.

3.1.2 Hazardous Material Use

Each hazardous material must receive approval prior to being brought onto the job site or prior to any other use in connection with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material. Any work or storage involving hazardous chemicals or materials must be done in a manner that will not expose Government or Contractor employees to any unsafe or unhealthful conditions. Adequate protective measures must be taken to prevent Government or Contractor employees from being exposed to any hazardous condition that could result from the work or storage. The Prime Contractor shall keep a complete inventory of hazardous materials brought onto the work-site. Approval by the Contracting Officer of protective measures and storage area is required prior to the start of the work.

3.1.3 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocynates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

3.1.4 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.2 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

3.2.1 Training

The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. A competent person for fall protection shall provide the training. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

3.2.2 Fall Protection Equipment and Systems

The Contractor shall enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Employees shall be protected from fall hazards as specified in EM 385-1-1, section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.H. and 05.I. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with USACE EM 385-1-1 and host nation requirements, whichever is more stringent.

3.2.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1 or European Union equivalent. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used.

Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m (6 feet). The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

3.2.3 Fall Protection for Roofing Work

Fall protection controls shall be implemented based on the type of roof being constructed and work being performed. The roof area to be accessed shall be evaluated for its structural integrity including weight-bearing capabilities for the projected loading.

a. Low Sloped Roofs:

(1) For work within 1.8 m (6 feet) of an edge, on low-slope roofs, personnel shall be protected from falling by use of personal fall arrest systems, guardrails, or safety nets. A safety monitoring system is not adequate fall protection and is not authorized.

(2) For work greater than 1.8 m (6 feet) from an edge, warning lines shall be erected and installed in accordance with USACE EM 385-1-1.

b. Steep-Sloped Roofs: Work on steep-sloped roofs requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also includes residential or housing type construction.

3.2.4 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be certified (or re-certified) by a qualified person for fall protection in accordance with ANSI Z359.1 or European Union equivalent. Exiting horizontal lifeline anchorages shall be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

3.2.5 Horizontal Lifelines

Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person for fall protection as part of a complete fall arrest system which maintains a safety factor of 2.

3.2.6 Guardrails and Safety Nets

Guardrails and safety nets shall be designed, installed and used in accordance with EM 385-1-1 or Host Nation requirements, whichever is more stringent.

3.2.7 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.3 SCAFFOLDING

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Access to scaffold platforms

greater than 6 m in height shall be accessed by use of a scaffold stair system. Vertical ladders commonly provided by scaffold system manufacturers shall not be used for accessing scaffold platforms greater than 6 m in height. The use of an adequate gate is required. Contractor shall ensure that employees are qualified to perform scaffold erection and dismantling. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material is prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Work platforms shall be placed on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet. Delineate fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

3.4 EQUIPMENT

3.4.1 Material Handling Equipment

a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.

b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.

c. Operators of forklifts or power industrial trucks shall be trained/licensed in accordance with Host Nation requirements.

3.4.2 Weight Handling Equipment

a. Cranes and derricks shall be equipped as specified in EM-385-1-1 section 16.

b. The Contractor shall notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.

c. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person. All testing shall be performed in accordance with the manufacturer's recommended procedures.

d. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.

e. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11.

f. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves to the satisfaction of the Contracting Officer that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.

g. Portable fire extinguishers shall be inspected, maintained, and recharged.

h. All employees shall be kept clear of loads about to be lifted and of suspended loads.

i. The Contractor shall use cribbing when performing lifts on outriggers.

j. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.

k. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.

l. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.

m. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

n. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

o. Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. Prior to conducting lifting operations the contractor shall set a maximum wind speed at which a crane can be safely operated based on the equipment being used, the load being lifted, experience of operators and riggers, and hazards on the work site. This maximum wind speed determination shall be included as part of the activity hazard analysis plan for that operation.

3.5 EXCAVATIONS

The competent person for excavations performed as a result of contract work shall be on-site when excavation work is being performed, and shall inspect, and document the excavations daily prior to entry by workers. The competent person must evaluate all hazards, including atmospheric, that may be associated with the work, and shall have the resources necessary to correct hazards promptly.

3.5.1 Utility Locations

Prior to any excavation, all underground utilities in the work area must be positively identified by the contractor utilizing a) a private utility locating service in addition to any station locating service, and/or b) a metal and/or cable-detecting device along the route of the excavation. All underground utilities discovered will be flagged a distance of one-half (1/2) meter on each side of the location, and any markings made during the utility investigation must be maintained throughout the contract.

Damage occurring to existing utilities, when the above procedures are not followed, will be repaired at the Contractor’s expense.

3.5.2 Utility Location Verification

The Contractor must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. Digging within 0.61 m (2 feet) of a known utility must not be performed by means of mechanical equipment; hand digging shall be used. If construction is parallel to an existing utility the utility shall be exposed by hand digging every 30.5 m (100 feet) if parallel within 1.5 m (5 feet) of the excavation.

3.5.3 Shoring Systems

Trench and shoring systems must be identified in the accepted safety plan and AHA. Manufacture tabulated data and specifications or registered engineer tabulated data for shoring or benching systems shall be readily available on-site for review. Job-made shoring or shielding shall have the registered professional engineer

stamp, specifications, and tabulated data. Extreme care must be used when excavating near direct burial electric underground cables.

3.5.4 Trenching Machinery

Trenching machines with digging chain drives shall be operated only when the spotters/laborers are in plain view of the operator. Operator and spotters/laborers shall be provided training on the hazards of the digging chain drives with emphasis on the distance that needs to be maintained when the digging chain is operating. Documentation of the training shall be kept on file at the project site.

3.6 UTILITIES WITHIN CONCRETE SLABS

Utilities located within concrete slabs or pier structures, bridges, and the like, are extremely difficult to identify due to the reinforcing steel used in the construction of these structures. Whenever contract work involves concrete chipping, saw cutting, or core drilling, the existing utility location must be coordinated with station utility departments in addition to a private locating service. Outages to isolate utility systems shall be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.

3.7 ELECTRICAL

3.7.1 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

3.7.2 Portable Extension Cords

Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70 or European Union equivalent.

3.8 WORK IN CONFINED SPACES

The Contractor shall comply with the requirements in Section 06.I of USACE EM 385-1-1. Any potential for a hazard in the confined space requires a permit system to be used.

a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures). All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.

b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.

c. Ensure the use of rescue and retrieval devices in confined spaces greater than 1.5 m (5 feet) in depth. Conform to Sections 06.I.08, 06.I.09 and 06.I.10 of USACE EM 385-1-1.

d. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

e. Include training information for employees who will be involved as entrants and attendants for the work. Conform to Section 06.I.07 of USACE EM 385-1-1.

f. Daily Entry Permit. Post the permit in a conspicuous place close to the confined space entrance.

3.9 CRYSTALLINE SILICA

Grinding, abrasive blasting, and foundry operations of construction materials containing crystalline silica, shall comply with USACE EM 385-1-1, Appendix C. The Contractor shall develop and implement effective exposure control and elimination procedures to include dust control systems, engineering controls, and establishment of work area boundaries, as well as medical surveillance, training, air monitoring, and personal protective equipment.

3.10 DEMOLITION

3.101.1 Demolition Plan

The Contractor shall submit a written demolition plan for all demolition work to be carried on the site. In addition, the demolition plan shall be signed by a Professional Registered Engineer and meet the requirements of the Corps of Engineers Safety and Health Manual, EM 385-1-1, section 23. The demolition plan shall be submitted to the COR at least 1 week before the beginning of the work, including structural calculations for the demolition, if necessary. The demolition work shall not begin before the Contractor has received a written approval from the COR.

3.12.1 Protection of Personnel

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workers remove debris or perform other work in the immediate area.

3.10.1 Protection of Structures

Floors, roofs, walls, columns, pilasters, and other structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, shall remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by the COR. The Contractor shall ensure that no elements determined to be unstable are left unsupported and shall be responsible for placing and securing bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

Interior concrete or masonry walls shall be demolished from the top down unless a Registered Engineer can demonstrate that an alternate method poses no additional safety hazards

3.11 HOUSEKEEPING

3.11.1 Clean-Up

The Contractor shall be responsible for cleaning up. The Contractor shall require his personnel to keep the immediate work site clean of all dirt and debris resulting from work under this contract. Accumulated dirt and debris shall be hauled off and disposed of in accordance with local law and at least once a week by the Contractor. Additionally, all debris in work areas shall be cleaned up daily or more frequently if necessary. Construction debris may be temporarily located in an approved location, however garbage accumulation must be removed each day.

Stairwells used by the Contractor during execution of work shall be cleaned daily. Cloths, mops, and brushes containing combustible materials shall be disposed of or stored outside of the buildings in tight covered metal containers. Paints and thinners shall not be poured into inlets of the interior or exterior sewage system. Paint, stains, and other residues on adjacent surfaces or fixtures caused by the Contractor shall be carefully removed and cleaned to original finish. Upon completion of the work, the Contractor shall remove all construction equipment, materials and debris resulting from the work. The entire work site and the area used by Contractor personnel shall be left clean.

- End of Section –

ATTACHMENT

STR 01525O – SAFETY AND OCCUPATIONAL HEALTH PHASING PLAN

A. PURPOSE AND RESPONSIBILITIES:

1. The purpose of this SOH Phasing Plan is to establish controls and procedures to reduce the safety and occupational health risks on associated projects to an acceptable level. This SOH Phasing Plan is not intended to address all program SOH requirements, but provides general emphasis to certain procedures and requirements addressed in: EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual

2. For contractor safety on projects associated with this program, compliance with EM 385-1-1 safety requirements will be the long-term goal reached by growing a safety culture. This compliance will, by necessity, be achieved through a phased-in process. In the Commander's letter at the preface of the EM 385-1-1, he acknowledges that in OCONUS locations, strict compliance with the manual may not be possible – and through the hazard analysis process, safety measures can be developed to attain the same degree of safety.

a. The exact timeline and methods of compliance, based generally on the Phase plan below will be determined by in-theater Project Delivery Team (PDT) partners responsible for safety, to include USACE Field Engineering/Construction/ Safety personnel, Prime Contractors and Local Subcontractors. The Prime Contractor, in partnership with the USACE and subcontractors, will develop a Safety and occupational Health Plan (SOHP) consisting of a specific Accident Prevention Plan (APP) and Activity Hazard Analysis for each project.

b. Each project SOHP will evolve as a living document, starting by dividing into phases to provide a goal with a timeline. Focus for the project safety program areas will be based on the following time-based phases.

Phase I: "Saving Lives". Establish achievable compliance methods and basic worker safety education to eliminate or reduce to an acceptable level the life-threatening conditions associated with high hazard construction activities.

- The initial high-hazard focus areas shall include:
  - Excavations
  - Fall Hazards
  - Electrical Work
  - Mobile Construction Equipment
  - Machinery
  - Confined Spaces
- Develop a basic worker safety and health practices manual/ guide and associated mandatory training for each Focus area listed above. These will be in English and local language, based on local conditions and practices and targeted at high-hazard activities.
- On all contract sites, the basic life-support will include First Aid Kits, and emergency communication.
- Contractor Accident Prevention Plans, Activity Hazard Analyses, and other safety-related systems under development with assistance by PDT

Phase II: "Building A Safety Culture" (Approximately one year, beginning at end of Phase I) Advanced safety education of local contractors and LN work force. Full contractor compliance with USACE safety standards related to high-hazard situations, increased application of standards on all work.

- Workforce education and training to include all applicable requirements of EM 385-1-1 and International Safety Standards
- All required Personal Protective Equipment (PPE) available and used by workers in applicable work practices, as outlined in the EM 385-1-1.
- Contractor Accident Prevention Plans, Activity Hazard Analyses, and other safety-related systems refined to meet standard USACE expectations with assistance by PDT
- Standard Contractor Safety administrative responsibilities required, i.e.: Accident reporting, man-hour tracking, training documentation, First Aid personnel certification, fire protection, etc.

Phase III, "Full Performance" (beginning at end of Phase II) Full performance in compliance with EM 385-1-1 and other applicable laws, regulations, design codes and standards.
Where standard compliance is not possible, local methods may be used in accordance with implementing letter of EM 385-1-1 or through formal waiver process.

3. The PDT shall employ the "Plan, Do, Check, Act" process for implementing this SOHP as a living document. Each PDT member is responsible for planning for safety and health management within their area of responsibility, implementing agreed-on mitigation, checking to assure that the SOHP is being implemented and acting to adjust plans and implementation with a goal of continuous improvement. This plan will be reviewed and revised as needed at the initiation of each Phase listed above.

4. The PDT members shall cooperate in developing a listing of potential hazards associated with each project.

B. GOALS AND OBJECTIVES:

1. Goals. The safety and health goals of all projects are:
   a. Be accident free
   b. Detect and address safety and health problems early in the life of each project
   c. Do not accept unnecessary risk
   d. Every team member, to include contractors shall contribute to the safety and health of their fellow team members and assure that the product is free of inherent hazards to the user.
   e. Educate the workforce and promote Safety as a new way of doing business, show how the project and the employee benefit from Safety.

2. Objectives. The safety and health objectives of this program are:
   a. Managers, supervisors, and workers shall be held accountable, based on the current Phase, for safety and health.
   b. Safety and health expectations shall be communicated with the work force in their native language through the use of banners, flyers, and periodic safety meetings
   c. The work force shall have the safety and health training needed to perform the work at hand, based on the Phase.
   d. Injury and property damage shall be avoided through early detection and management of hazards

Phase I Interim Safety and Occupational Health Work Practices for USACE Contractor Projects

Phase I Safety Program

1. Contractors shall strive to maintain full compliance with the USACE Safety Requirements Manual, EM 385-1-1. This may not be easily achieved during this Phase, due to a number of factors. The focus for safety and health efforts during this Phase is Saving Lives – the prevention of deaths, permanently disabling injuries, and major property loss. The goal during this period is to provide the equipment and methods needed to save lives and to train the workforce in working safely and using the correct personal Protective Equipment (PPE).

2. In order to assist in achieving this goal immediately, the following interim standards shall be used (as a minimum acceptable standard) when full compliance with the EM 385-1-1 is not possible. Contractors shall provide these standards in to their workforce in the local language and shall provide training as needed to ensure worker awareness.

Basic Safety and Health Standards for Construction

A. USACE and the contractors must form a team to assure safety on every job site and prevent serious accidents. All unsafe conditions must be reported and the hazard reduced before work may proceed.

B. Personal Protective Equipment (PPE) may not always be available to every worker during this Phase. Where the equipment required by the USACE Safety Manual, EM 385-1-1, cannot be provided in a timely manner, the contractor shall develop methods that will provide a similar degree of safety (as accepted by USACE) and not expose the workers to serious risk. The mandatory minimum standards for all PPE are:

- Footwear: Closed-toe durable shoes or boots shall be worn by all workers on the project site. No sandals or sports shoes will be allowed, at no time will workers be allowed on the project site with bare feet. Safety footwear (steel-toe or other protection) should be worn by workers using steel rollers, tampers, jack hammers or carrying heavy objects (metal, concrete, stone)

- Head Protection: When they are available, hard hats should be worn by all construction workers when they are at the project. Hard Hats must be worn in overhead hazard areas including material hoisting/ lifting operations, areas below scaffolds and other elevated work, in excavations, and low ceiling areas that have sharp or hazardous projections. If they are not available, then workers must be kept away from these and other overhead hazard areas.

- Respirators: Workers exposed to toxic chemicals, vapors, gases and dusts must wear proper respiratory protection. Such exposure is expected in asbestos removal/ repair work, working with paints and solvents in rooms or enclosed spaces, and fuel production facilities. The employer must train the workers in the uses of the respirator and how to properly wear it. The minimum acceptable respirator is a negative pressure filter or cartridge half-face respirator that is correctly equipped for the hazard. Contractors shall consult and follow the ACGIH guidance for length of allowable exposure to the contaminant and workers shall not exceed the recommended time for exposure. Dust Masks will be worn when the work is producing visible dust.

- Eye Protection: Workers shall wear protective glasses, goggles, or visors when exposed to eye hazards. These hazards include concrete dust, stone and concrete chips from hammering, sandblasting, and power tool cutting or milling. Workers performing welding and cutting with torches or arc-welding equipment shall wear the proper shaded lenses in face shields and/ or goggles.
- Hearing Protection: Protective ear plugs shall be worn when workers are exposed to potentially damaging noise including jack hammers, flight line operations, power saws and grinders, and combustion engines without mufflers.
- Gloves: All workers shall have protective gloves appropriate to the task.
- Clothing: Workers shall wear clothing that protects their skin from damage – shirts and long pants at a minimum. Workers exposed to welding operations, chemicals, abrasive blasting, wet concrete, asbestos, and other hazardous contaminants will wear appropriate clothing for the hazard. Workers using power tools or operating equipment shall not wear very loose or flowing clothing that may get caught in the equipment.

C. Work Methods for Highly Hazardous Work: The following types of work and hazards are recognized as the leading cause of serious injuries and deaths in construction work. Each type of work has specific PPE and safety equipment that is required to do the work and also specific procedures that must be followed every time the work is done. These interim measures are the minimum acceptable precautions. For each project, an Activity Hazard Analysis (AHA) shall be completed and, when possible, compliance with more restrictive methods of the EM 385-1-1 shall be achieved.

Workers shall be trained on the following safety precautions, the nature of the hazards involved, and any additional work methods used before performing each type of work

- Excavations
  - The Site Safety and Health Officer will be contacted for inspection of the work prior to digging. The SSHO will assist in any safety equipment or techniques that are required to avoid injury. They will also provide a safety check on the location to assure the there are no underground hazards at the site.
  - All excavations or unsafe areas will be marked with barricades or warning tape. These warnings must be maintained and visible until the area is restored to a safe condition.
  - When workers will enter trenches, the walls shall be sloped according to the type of soil or shoring, trench boxes, or other structures will be used to protect workers from collapsing walls
  - Soil removed from trenches will not be placed at the edge of the trench – it must be placed back at least 1 meter from the edge.
  - Vehicles and construction equipment must not be parked closer than 2 meters from the edge of an excavation.
  - Excavation walls shall be inspected regularly during each day to check for cracks, bulges, large stones, sandy areas, and failure of the wall. If these conditions are found, nobody may enter the excavation and the damaged area must be dug out or braced.

- Fall Hazards
  - When working above 2 meters from the ground or another level, all workers shall be protected from falling. The SSHO will inspect prior to beginning work to be sure the work methods are safe. Inspection will include work on ladders, scaffolds, and other elevated work areas.
  - Protection systems shall be sturdy railings, walls, or other structures

  - If there are no structures to protect workers, body belts or harnesses shall be used along with lanyards.
  - Body belts should be mainly be used only to prevent a worker from falling over an edge or off a structure.
  - Body belts and harnesses can both be used as fall protection (stopping a falling worker). The lanyard shall be rope strong enough to withstand the shock of stopping the worker's weight, and they shall be as short as possible, to limit the shock force. Lanyards shall never allow a worker to fall more than 2 meters. It is recommended that lanyards without shock absorber devices be no longer than 1 meter.

- Electrical Work
  - All circuits, wires, and electrical devices shall be tested with a volt meter and found to be de-energized before workers touch the energized parts
  - Controls, switches, and other means for energizing the circuit or equipment shall be tagged "do not operate"
  - Workers shall not work closer to energized systems than the distances listed in the USACE manual.
  - Temporary electrical systems shall be grounded and tested for good ground resistance before use.
  - Power tools shall be protected from water and damage, and their cords must be insulated. Cords must be factory installed or equivalent replacements, including safety grip plug and cord boot.
  - Extension cords will be in safe, good working order.

- Mobile Construction Equipment
  - If equipment, particularly cranes, are damaged the repairs shall be done by a competent repair person and verified by the SSHO prior to being brought back into service.
  - Nobody may ride outside the cab of construction equipment. Specifically, no riders may ever be in loader buckets, bulldozer blades, on forklift forks, or suspended by a crane.
  - When workers are nearby, construction equipment must have reverse signal alarms or shall use a spotter standing away from the equipment. The spotter must be visible by the driver and positioned to see the area behind the equipment.
  - Construction equipment must work a safe distance from electrical systems, based on the voltage.
  - Cranes must be used according to the manufacturer. If no manufacturer data is available, a load chart shall be developed by a qualified engineer.
  - Workers should stay out of the radius of the crane boom during a lift.
  - Lifting ropes shall be inspected daily for breaks and failure of hardware and fittings.
  - Nobody shall ever ride the hook or load of a crane.

- Machinery
  - Rotating shafts, wheels, blades, and other hazardous parts shall have guards to prevent workers from being injured.
  - Fuel-powered machinery must not be operated indoors or near enclosed areas without using powered ventilation to prevent toxic CO build-up.
  - Metal housings of electrically powered equipment must be grounded

- Confined Spaces
  - The SSHO will pre-approve any work in a confined space, such as in a tank, sewer, manhole or any other enclosed area. The SSHO will inspect the work and assist with any safety equipment or techniques that are required.
  - All permit-required confined spaces (PRCS) on a project shall have signs prohibiting entry.
  - Entrants, supervisors, and attendants for PRCS shall be properly trained.
  - When available, oxygen/flammable/toxic gas meters shall be used for all PRCS. This equipment must be used to evaluate the air in all spaces known or suspected to have

contained flammable or toxic chemicals or contain sewage, rotting vegetation or other organic matter.
  - For spaces not meeting the above criteria, mechanical ventilation fans shall be used to clear the air in the space when meters are not available. Based on the air flow of the fan, it shall exhaust the total volume of the space a minimum of seven times prior to entry.
  - All entrants shall wear a harness, body belt, or other device attached to a rope sufficient to retrieve the worker in an emergency.
  - Permits should be used during PRCS entry. If not possible, then some visible means, such as flags or tags outside the entrance, shall be used so supervisors can see when workers are in the space.

- Gas Cylinders
  - Pressurized gas cylinders, such as Oxygen and Acetylene tanks will be stored in a holding stand/ cart to prevent them from falling over. Cylinders will not be placed free on the ground or standing free. If the bottle is not in use the valve will be removed.

D. Child Labor. Minors under the age of 18 may not perform any of the above hazardous work. Additionally, these minors can not perform any hazardous work such as operating dangerous power tools (circular saws, jack hammers, lathes, etc), driving vehicles, be exterior assistants for vehicle operators or operating mobile construction equipment, explosives work, work at heights over 2 meters without standard railings, electrical work, entering excavations, and work with toxic substances.

-- End of Section --

SPECIFICATION SECTION 01770 CLOSEOUT PROCEDURES

PART 1: GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01335 SUBMITTAL PROCEDURES:

SD-10 Operation and Maintenance Data
Equipment/Product Warranty List; G
Submit Data Package 1 in accordance with Section 01781 OPERATION AND MAINTENANCE DATA.

SD-11 Closeout Submittals
As-Built Drawings; G
Record Of Materials; G
Equipment/Product Warranty Tag; G

1.2 PROJECT RECORD DOCUMENTS

1.2.1 As-Built Drawings

As built drawings shall be submitted in accordance with Section 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 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 **3 sets** of electronic CADD drawing files in the specified format, and **1 half-size and 1 full-size paper copies** 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 and Size	Where Used

1.2.3 Final Approved Shop Drawings

The Contractor shall furnish final approved project shop drawings 30 days after transfer of the completed facility.

1.2.4 Construction Contract Specifications

The Contractor shall furnish final as-built construction contract specifications, including modifications thereto, 30 days after transfer of the completed facility.

1.2.5 Real Property Equipment

The Contractor shall furnish a list of installed equipment furnished under this contract. The list shall include all information usually listed on manufacturer's name plate. The "EQUIPMENT-IN-PLACE LIST" shall include, as applicable, the following for each piece of equipment installed: description of item, location (by room number), model number, serial number, capacity, name and address of manufacturer, name and address of equipment supplier, condition, spare parts list, manufacturer's catalog, and warranty. A draft list shall be furnished at time of transfer. The final list shall be furnished 30 days after transfer of the completed facility.

1.3 WARRANTY MANAGEMENT

1.3.1 Warranty Management Plan

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. A joint 4 month and 9 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.

b. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

c. A list for each warranted equipment, item, feature of construction or system indicating:

1. Name of item.
2. Model and serial numbers.
3. Location where installed.
4. Name and phone numbers of manufacturers or suppliers.
5. Names, addresses and telephone numbers of sources of spare parts.
6. Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
7. Cross-reference to warranty certificates as applicable.
8. Starting point and duration of warranty period.
9. Summary of maintenance procedures required to continue the warranty in force.
10. Cross-reference to specific pertinent Operation and Maintenance manuals.
11. Organization, names and phone numbers of persons to call for warranty service.
12. Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 4 and 9 month

post-construction warranty inspections conducted by the Government.

e. Procedure and status of tagging of all equipment covered by extended warranties.

f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

1.3.2 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

1.3.3 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Contracting Officer, the Contractor shall respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the timeframes specified, the Government will perform the work and backcharge the construction warranty payment item established.

a. First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.

b. Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.

d. The "Construction Warranty Service Priority List" is as follows:

Code 1-Air Conditioning Systems
1) Recreational support.
2) Air conditioning leak in part of building, if causing damage.
3) Air conditioning system not cooling properly.

Code 1-Doors
1) Overhead doors not operational, causing a security, fire, or safety problem.
2) Interior, exterior personnel doors or hardware, not functioning properly, causing a security, fire, or safety problem.

Code 3-Doors
1) Overhead doors not operational.
2) Interior/exterior personnel doors or hardware not functioning properly.

Code 1-Electrical
1) Power failure (entire area or any building operational after 1600 hours).
2) Security lights
3) Smoke detectors

Code 2-Electrical
1) Power failure (no power to a room or part of building).
2) Receptacle and lights (in a room or part of building).

Code 3-Electrical
Street lights.

Code 1-Gas
1) Leaks and breaks.
2) No gas to family housing unit or cantonment area.

Code 1-Heat
1) Area power failure affecting heat.
2) Heater in unit not working.

Code 2-Kitchen Equipment
1) Dishwasher not operating properly.
2) All other equipment hampering preparation of a meal.

Code 1-Plumbing
1) Hot water heater failure.
2) Leaking water supply pipes.

Code 2-Plumbing
1) Flush valves not operating properly.

2) Fixture drain, supply line to commode, or any water pipe leaking.
3) Commode leaking at base.

Code 3 –Plumbing
Leaky faucets.

Code 3-Interior
1) Floors damaged.
2) Paint chipping or peeling.
3) Casework.

Code 1-Roof Leaks
Temporary repairs will be made where major damage to property is occurring.

Code 2-Roof Leaks
Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

Code 2-Water (Exterior)
No water to facility.

Code 2-Water (Hot)
No hot water in portion of building listed.

Code 3-All other work not listed above.

1.3.5 Warranty Tags

At the time of installation, each warranted item shall be tagged with a durable, oil and water resistant tag approved by the Contracting Officer. Each tag shall be attached with a copper wire and shall be sprayed with a silicone waterproof coating. The date of acceptance and the QC signature shall remain blank until project is accepted for beneficial occupancy. The tag shall show the following information.

a. Type of product/material_____.

b. Model number_____.

c. Serial number_____.

d. Contract number_____.

e. Warranty period_____from_____to_____.

f. Inspector's signature_____.

g. Construction Contractor_____.
Address_____. Telephone number_____.

h. Warranty contact_____.
Address_____. Telephone number_____.

i. Warranty response time priority code_____.

j. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.

1.4 MECHANICAL TESTING, ADJUSTING, BALANCING, AND COMMISSIONING

Prior to final inspection and transfer of the completed facility; all reports, statements, certificates, and completed checklists for testing, adjusting, balancing, and commissioning of mechanical systems shall be submitted to and approved by the Contracting Officer as specified inapplicable technical specification sections.

1.5 OPERATION AND MAINTENANCE MANUALS

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

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 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 --