ATTACHMENT J.16
CONSTRUCTION GUIDE V3

Army Campus Style Dining Venue (CSDV) 2.0

RFP Number: NAFBA1-26-R-0019

Issued By:
Department of the Army
Installation Management Command (IMCOM)
HQ DFMWR, NAF Contracting Division
2405 Gun Shed Road, Building 2261, Rm 1200
JBSA Fort Sam Houston, Texas 78234-1223

Campus Style Dining Venue (CSVD)
CONSTRUCTION GUIDE

Table of Contents

OBJECTIVE 4
INTENT 4
BACKGROUND 4
ACRONYMS AND DEFINITIONS 4
REFERENCES 5
PHASE I – CONCEPT DEVELOPMENT REQUIREMENTS 6
PHASE II – DESIGN DEVELOPMENT REQUIREMENTS 6
a. Issuance of a Limited & Full Notice to Proceed (LNTP & FNTP) with Design. 6
b. Design Review and Acceptance Process 10
c. Permitting 11
d. Environmental 11
e. Regulatory Codes and Standards 11
PHASE III – CONSTRUCTION REQUIREMENTS 14
a. Construction Documents Requirements 14
b. Submissions 14
c. Period of Performance 14
d. Coordination Conferences 15
e. Required Insurance 16
f. Performance Bond 17
Contractor shall reference Section I.38 for further information on this requirement. 17
g. Contract Quality Control/Quality Assurance (QC/QA): 17
h. Contractor's Construction Team 21
i. Product Submission and Approval 22
i. Operations and Maintenance Manuals 22
j. Utilities and Outages 23
k. Safety 23
l. Bulletin Board 24
m. Project Sign 24
n. Compliance with Environmental Laws and Regulations 24
o. Compliance with Green Procurement Requirements 24
p. Compliance with Licenses and Certifications Requirements 24
p. Notification of Federal and State Regulators 25
q. Inspections of Work Sites 25
r. Reporting Non-Compliance 25
s. Verification of National Environmental Policy Act Documents 25

t. Environmental Management System 25
u. Assigning Environmental Compliance Officers 25
v. Use of Ozone Depleting Compounds 26
w. Generation of Solid Waste 26
x. Generation Of Hazardous Waste 27
y. Use of Hazardous Materials 27
z. Prevention of Spills 27
aa. Prevention of Storm Water Pollution 28
bb. Control of Erosion 28
cc. Demolition of Facilities with Asbestos and Lead Based Paint 28
dd. Use of Asbestos and Lead-Based Paint 29
ee. Use of Pesticides 29
ff. Environmental Contact Information 29
gg. Haul Roads 29
hh. Anti-Terrorism and Operational Security Training (AT/OPSEC) 30
ii. Installation Physical Security 30
PHASE IV – PRE-FINAL AND FINAL INSPECTIONS 31
a. Inspection of Construction (NOV 2004) (BE-003) 31
b. Pre-Final and Final Inspection 32
c. Fund Rights 33
d. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK 34
PHASE V – BENEFICIAL OCCUPANCY 34
a. Record (As-built) Drawings 34
b. Preparation and Completion of DD Form 1354 35

Campus Style Dining Venue (CSVD)
CONSTRUCTION GUIDE

OBJECTIVE

To provide Contractor(s) granted a license to operate Campus Style Dining Venue (CSVD) initiative a guideline applicable to design and construction work performed on Department of Defense (DoD) installations/Bases within the United States (including Commonwealths, Territories and District of Columbia) as they seek to retrofit space granted for operation. Contractor may use a Design-Bid-Build (D-B-B) or Design-Build (D-B) approach for any proposed work considered "construction" as part of this initiative. Any construction work by the contractor or its subcontractor(s) shall be accomplished in accordance with the phases outlined in this guide. Terms and conditions included in this addendum are mutually agreed upon.

INTENT

It is the intent of this addendum to the CSVD contract for the NAFI to obtain improved facilities of a commercial quality which will operate efficiently, without excessive maintenance or operational costs, and without unreasonable failure or deficiency throughout the expected life of the facility.

BACKGROUND

Facilities at Army Garrisons are considered real property under the control of the local Directorate of Public Works (DPW) and are titled to the United States of America as executed by the U.S. Army Corps of Engineers (USACE) acting by and through the Secretary of the Army, or his/her representative. The Garrison's Real Property Master Plan (RPMP) provides a means for sustainable installation development that supports mission and environmental requirements and establishes and prescribes planning philosophies and strategies applicable across all Army installations. The Unified Facilities Criteria (UFC) 2-100-01 on Installation Master Planning establishes a consistent approach for master planning across the Department of Defense (DoD), while Army Regulation (AR) 420-1, Chapter 10, provides the specific guidance for Army installations.

ACRONYMS AND DEFINITIONS

a. Contracting Officer (KO): A person with the authority to enter into, administer, and/or terminate contracts, on behalf of the Non-Appropriated Fund Instrumentality, and make related determinations and findings.

b. Contracting Officer's Representative (COR): The on-site representative of the Contracting Officer with authority to act for the Contracting Officer in areas specified by letter of designation.

c. CF/CI: Contractor-Furnished, Contractor-Installed Equipment.

d. Contractor Quality Control (QC). The CONTRACTOR's inspection, examination and control of the CONTRACTOR and Sub-CONTRACTOR work and activities to ensure compliance with contract requirements and appropriate building codes and standards.

e. Contractor Quality Assurance (QA). The means by which the CONTRACTOR fulfills its responsibility that the QC system is functioning effectively. The CONTRACTOR may be required to submit, after award, a detailed description of the methodology used for QC and QA or an approved QC Plan.

f. Design / Construction Documents (CDs). The Contractor prepared design documents that are signed and sealed by the professional architects and engineers of record on each project ordered. The D-B Contractor in completing the design and construction of each project will use the documents, including drawings, specifications, calculations, etc.

g. Designer of Record (DOR). The Registered Architect or the Professional Engineer who is registered to practice in the particular field involved for work depicted on that drawing and whose stamp/seal/certification is on the drawings/design for NAF projects. Registered Architect or Professional Engineer performing services for NAF projects may be required to be licensed in the State in which the project is located.

h. DPW: Directorate of Public Works.

i. FF&E: Furnishings, Fixtures and Equipment

j. NAFI: The Non-Appropriated Fund Instrumentality of the U.S Army, also referred to as NAFI or the Fund.

k. Government: The term will generally refer to the NAFI or Fund. The use of the term "Government" shall not be construed to infer that appropriated funds of the United States are involved in this project. No appropriated funds of the United States shall become due, or be paid, to the Contractor by reason of this contract.

l. GFCI: Government-Furnished, Contractor-Installed Equipment

m. GFE. Government-Furnished Equipment (item is not installed by Contractor except for utility hook-up, if required).

n. IMCOM: Installation Management Command

o. Installation Planning Standards. Installation Planning Standards (IPS) capture the Installation's guidelines for development of sustainable and efficient facilities. The Standards provide a clear set of guidelines to ensure that the installation's Vision and planning Objectives for development are achieved. The Standards are applicable to all installation tenants.

p. MWR: Directorate of Family, Morale, Welfare, and Recreation, United States Army.

q. NEC: Network Enterprise Center (formerly DOIM: Directorate of Information Management).

r. Post/Garrison/Army base: TBD

s. Product: Completed construction, materials, systems and equipment installed in the completed facility.

t. Project Manager (PM): Project Team Leader, with no apparent or explicit authority to act for or on behalf of the Contracting Officer.

u. Provide: The term "provide" shall be understood to mean "provide complete in place"; that is to, "furnish and install".

v. User/Using Agency: The MWR activity at the installation that will be the occupant, primary user, or operator of the facility or structures when completed.

REFERENCES

Army Regulation 215-1, Financial Management
Army Regulation 215-4, Nonappropriated Fund Contracting
Army Regulation 420-1, Facilities Management

Campus Style Dining Venue (CSVD)
CONSTRUCTION GUIDE

Army Regulation 420-1-2, Army Military & NAF Construction Program Development and Execution

PHASE I – CONCEPT DEVELOPMENT REQUIREMENTS

a. The Contractor shall be responsible for bearing all costs associated with providing all design, labor, materials, expertise, transportation, equipment, supervision, overhead, profit, direct and indirect costs required for the complete and fully functional construction of the facility/space granted for operation. Contractor shall furnish a proposed building concept specific to the approved location. At a minimum, concept shall be inclusive of the following:

(1) Concept rendering, furnishings, color schemes, finishes, colors, textures, cut sheets, that effectively illustrates the CONTRACTOR's idea and proposed transformation of the facility's existing design, fit, function and ambiance to the new proposed design, fit, function, and ambiance.

(2) Restaurant brand concepts to be offered within the facility (noting specifically if they are internal or external brands).

b. Validity of Information Provided

(1) The information regarding the existing site conditions, buildings, landscaping, and utilities is provided for the Contractor's convenience. It is not a part of the contract and is not a warranty of actual conditions. Basic information, maps, and any other data obtained from U.S. Army Garrisons or other Government sources are provided for informational purposes only and must be verified by site investigation. The NAFI will not be responsible for erroneous data if the errors can be reasonably detected through site investigation.

(2) The Contractor may, at their own expense, provide other investigations, surveys, etc. that assist with preparation of a design concept, IFCs and construction. Any such site investigation activities shall be coordinated with appropriate installation personnel.

(3) Verification of data can be obtained by contacting the Contracting Officer.

PHASE II – DESIGN DEVELOPMENT REQUIREMENTS

This addendum requires design and construction services by a professional AE-Firm, Design-Build entity, and/or General Contractor as applicable.

a. Issuance of a Limited & Full Notice to Proceed (LNTP & FNTP) with Design.

(1) Contractor shall allow **10 calendar days** for Gov't review between each design phase. Design phases as required by the local DPW will be specified for each location.

Number of calendar days for preparation and advancement of Conceptual Designs after issuance of a LNTP:	**_____ Calendar Days**

Number of calendar days for preparation and advancement of architectural design to approximately 65% design after issuance of a LNTP with Schematic Designs:	**_____ Calendar Days**

Campus Style Dining Venue (CSVD)
CONSTRUCTION GUIDE

Number of calendar days for preparation and advancement of architectural design to approximately 95% design after issuance of a LNTP with Design Developments:	**_____ Calendar Days**

Number of calendar days for preparation and advancement of project design to 100% and completion of the project Issue for Construction (IFC) documents after issuance of a FNTP with design:	**_____ Calendar Days**

(2) The Design Phases Submittal Requirements establishes the efficient, logical, and timely work flow progression for all NAFI projects, scopes of work, submittals, deliverables, and associated reviews. This requirement and guidelines shall apply to all projects.

(a) Design Review & Approval Process. Design Review & Acceptance Process. This process outlines the requirements and procedures for the CONTRACTOR to follow when submitting drawings, specifications, studies, and other documents relevant to the project to the NAFI for review and approval at each phase of design. At the discretion of the Issuing Contracting Officer, Design Phases may be adjusted to reduce the number of design phases by advancing design in an effort to achieve a shortened design duration. The Issuing Contracting Officer shall ensure appropriate mitigation of risk to cost, schedule, and performance is determined prior to reduction in the number of design phases.

(b) Stamps and Seals. The CONTRACTOR shall ensure all construction drawings, specifications, and design calculations produced by the CONTRACTOR and design consultants shall be affixed with the registration stamp or seal of the Designer of Record (DOR) and that of all consultants, as appropriate, (e.g., civil, structural, mechanical, electrical, environmental, and fire protection engineers) comply with the Professional Licensing Boards for the state having jurisdiction for the specific project. Approval shall be indicated on all documents by having the professional stamp or seal of architect or engineer with personal signature over same appearing on all sheets as applicable to their discipline. All drawings and specifications submitted shall become the property of the Fund.

(c) Design submissions shall be reviewed by the Issuing Contracting Officer for compliance with contract requirements prior to start of construction, but shall not be reviewed for design validity. The CONTRACTOR remains fully responsible for performance and constructability of the design. If fast-track is authorized by the Issuing Contracting Officer, the CONTRACTOR shall submit the entire project design or portions of his design so that construction may proceed in a fast track manner. Any portions of the overall design submitted must be sufficient in detail to permit professional evaluation as to the extent that the elements to be constructed meet contract requirements. Sufficient time must be included in the CONTRACTOR's design/construction schedule to permit this review by the Issuing Contracting Officer and other review personnel. The format such as Unified Facilities Guide Specifications (UFGS), Unified Facilities Criteria (UFC), or Construction Specifications Institute (CSI) for drawings shall be used. Designs shall include at a minimum:

(i) Design analysis and calculations.

(ii) Design drawings. (Identifying the Designer of Record)

(iii) Specifications.

(d) Design Submittal Process

Campus Style Dining Venue (CSVD)
CONSTRUCTION GUIDE

(i) The formal Design Review process will commence following notification from the CONTRACTOR and the initiation of Design Development. The process outlined below shall similarly apply to follow-on Phases of the design process.

(ii) The CONTRACTOR shall prepare the design package which include, but are not limited to sketches, working drawings, shop drawings, studies & analysis, specifications and calculations as required to adequately fulfill the Design Submittal requirements. All final Issue for Construction (IFC) drawings prepared shall bear the stamp of the Design Professional. The CONTRACTOR shall be responsible for all State, Federal and local codes, ordinances, rules & regulations.

1. Hardcopy Drawings – All submitted hardcopy drawings shall conform to the NAFI construction drawings and Computer Aided Design (CAD) guidelines. The drawings shall incorporate pertinent narratives or support documentation where applicable. All drawings shall be submitted with the title sheet notating project information, drawing index, project title, project location, State where project is performed, project reference number, and signature title blocks. Drawings shall be Full Size, unless otherwise specified in the individual Task Order.

2. Hardcopy Specifications – All submitted specifications shall be in accordance with UFC 1-200-01 and UFC 1-300-02. Specification shall be in 8½"x11" booklet form with title sheet and table of contents. The specification title cover sheet shall include project title and location, State where project is performed, project reference number and date.

3. Electronic File Distribution – All drawings & specifications shall also be submitted in digital format on compact disk (CD). CD(s) shall be similarly labeled with project information as noted above in paragraph (2) and virus checked prior to submission. When multiple disks are submitted, an 8½"x11" booklet shall be required with the CD disks. This booklet shall contain a coordinated listing of the disk numbers, titles and their contents. Acceptable alternative of digital file distribution include the following and all files shall be organized and labeled accordingly –

(iii) Government secure file exchange websites such as:

DoD Secure Access File Exchange (SAFE) website application at https://safe.apps.mil. The CONTRACTOR shall request a Drop-off code by the Issuing Contracting Officer to distribute digital files to Government personnel.

(iv) CONTRACTOR Project File Transfer Protocol (FTP) Websites or other cloud-based Construction Management Software accessible to NAFI personnel. The CONTRACTOR shall provide the Contracting Officer or designated representative(s) procedures to access the project files, including file locations, file format, passwords and other settings or requirements for use during the project.

(v) CONTRACTOR furnished access to cloud-based Construction Management Software systems. The CONTRACTOR shall provide the project team account set-up and permission-based access to project documents to include training on use of application.

(vi) Digital File Naming Convention – The CONTRACTOR shall follow the file naming convention of all digital files prepared in native program application format, converted as Portable

Document Format (PDF), or compressed zip files transmitted to the NAFI:

- First four (4) letters of the Installation/Base name (Ex. Fort Liberty – "LIBE")
- Project Name

- File Name / Description (Ex: “Specifications”)
- Date (Ex: September 1, 2018 “20180901”)
- Final File Name as follows: “LIBE24X1234-98764-Specifications-20180901.pdf”

(vii) Drawing scales: The scales indicated on the following list shall, in general, be used for all drawings. Deliberate reduction of these scales or use of unusual scales must be approved in advance by the Issuing Contracting Officer.

Overall site layout and landscaping plans: Scale as required for 1 sheet presentation.

Utility plan - building areas	1"= 30'
Road, grading & drainage plans	1"= 50'
Building plans	1/8"= 1'- 0" ; 1/4" = 1'- 0

(e) Color Boards:

(1) Two (2) sets of color boards presenting the comprehensive interior and exterior design shall be submitted as part of each required design submittal. The boards submitted at Phase II – Schematic Design shall be the basis for review by a panel of Installation/Base personnel. This panel will work with the CONTRACTOR's interior designer/architect for product coordination and selection. If accepted by the Issuing Contracting Officer, the boards submitted at Phase IV – Construction Documents Design shall be considered to be the final accepted colors, textures, furniture, etc.). Each set of boards shall include samples of colors and finishes for both interior and exterior surfaces. Heavy or bulky samples and materials may be presented by clear color photographs that indicate actual colors and textures. Samples will be presented on 8-1/2" X 11" boards (modules) with a maximum spread of 25-1/2" X 33" for foldouts.

(2) The modules shall be designed to fit in a standard loose-leaf three-ring binder. Where special finishes, such as architectural concrete, carpet or pre-finished textured metal panels are required, samples not less than twelve (12) inches square shall be submitted with the board. The project name and location shall occur at the top of each module, and the location of the colors and/or samples, whether interior or exterior, shall be stated thereon. Each set of boards shall include an index module. The CONTRACTOR shall certify that he has reviewed the color samples in detail and that they are in strict accordance with the contract drawings and specifications, except as may be otherwise explicitly stated.

(3) If the interior and exterior color scheme is fully acceptable after the first submittal, a second submittal will not be required. All interior and exterior materials, color, texture, and finish samples that relate to the comprehensive interior and exterior design must be submitted at the same time so that they may be reviewed together for continuity. Piece-meal submittal for these items will not be accepted. Submittal of these samples shall not relieve the CONTRACTOR of the responsibility to submit other samples required by any of the technical provisions.

(f) Shop Drawing Submittal Register. The CONTRACTOR shall furnish all submittals For Information Only (FIO) to the assigned NAFI Project Manager and the Issuing Contracting Officer for review. The NAFI Project Manager shall coordinate with Installation/Base Public Works for required approvals for any submittals that may initially be defined as FIO, but may require Government Approval designation.

(g) Acceptance of Construction Drawing Submittal Prior to Construction

(i) Review and acceptance of the final plans and specifications must be obtained from the Issuing Contracting Officer before start of construction. The Fund may accept a construction drawing submission for site development and, if found satisfactory, allow the CONTRACTOR to proceed with earthwork and other elements of site development while final plans and specifications for the total work are completed. The responsibility for a totally integrated design in accordance with the contract shall remain with the CONTRACTOR and this Limited Notice to Proceed (LNTP) will in no way mitigate against that responsibility.

(ii) If the Issuing Contracting Officer agrees to issue a LNTP for site work, it shall not be issued until after the Phase II – Schematic Design submission has been reviewed and accepted by the Issuing Contracting Officer (subject to correction of any deficiencies). If a “fast-track” notice to proceed is issued, the negotiated time for Phase V – Construction will begin for purposes of establishing the construction start date under each Task Order.

(iii) With the acceptance of the final construction specifications and drawings, the CONTRACTOR shall ensure that all construction is in full compliance with the accepted design documents. All changes to the design, including correction of errors and omissions, proposed by the CONTRACTOR shall be submitted as a proposal to the Contracting Officer in advance for review. The contracting officer shall review the proposed change(s) for compliance to contract requirements and accept or reject the proposed change(s) in writing. If a change is accepted, the change will be negotiated to reflect any change in value to the contract. Any changes made by the CONTRACTOR without Contracting Officer approval will be at the CONTRACTOR’s risk.

b. Design Review and Acceptance Process

(1) The NAFI assigned Project Manager (PM) for the project, or an individual designated by the Issuing Contracting Officer shall be responsible for the receipt, distribution of design documents, collection of comments, and submission of comments to the CONTRACTOR.

(2) The NAFI shall review and comment on the required scope of work documents submitted utilizing the document review comment sheet in a form and format prepared by the assigned NAFI Project Manager. The date for all required submittals shall be established by the NAFI Project Manager and the CONTRACTOR prior to the issuance of a Notice to Proceed by the Issuing Contracting Officer. The CONTRACTOR shall submit the required documents by the designated date. If the CONTRACTOR cannot meet the established submittal timeframe, they may request for an extension. The CONTRACTOR shall inform the NAFI Project Manager in writing a minimum of two (2) weeks prior to the deadline with the reason for the requested extension and additional time required for the submittal. The NAFI Project Manager shall initiate the authority to accept or deny the request.

(3) The NAFI Project Manager shall endeavor to review and return documents with comments within thirty (30) calendar days following the date of each design submittal, unless a shorter duration is determined by the NAFI Project Manager. Comments from the NAFI shall be in the form of either “red marks” on the submitted drawings and / or typewritten narratives on the document review comment sheet.

(4) The following provides a summary of the possible reviewed document status:

NO EXCEPTIONS TAKEN, SUBJECT TO COMMENTS ON SUBMITTAL – The CONTRACTOR shall address and incorporate the NAFI’s comments into the next design Phase submittal. No further submittal

review will be required as the burden of compliance and follow through will fall upon the CONTRACTOR. The CONTRACTOR shall also receive a written notice for completion of the specific phase of work by the Issuing Contracting Officer. The CONTRACTOR shall return the NAFI's "red-marked" drawings and / or narrative comments with the subsequent design phase submittal.

(5) Revise & Resubmit - The CONTRACTOR shall address, incorporate and revise the submitted design documents per the NAFI's comments. The CONTRACTOR has fifteen (15) calendar days to resubmit for further review, unless otherwise directed by the Issuing Contracting Officer. The CONTRACTOR shall return the NAFI's "red-marked" drawings and/or narrative comments with the resubmitted documents.

c. Permitting

(1) The Contractor is responsible for all requirements associated with permitting such as, storm water plans, excavation, and spark or heat generating activities. Any additional drawings or other information required to obtain the permits are the responsibility of the Contractor and shall be signed and sealed by a Registered Architect or Professional Engineer licensed in the respective State. Additional requirements for permitting may be obtained by contacting the Directorate of Public Works.

(2) The Contractor shall comply with all environmental requirements of the U.S. Army Garrison where it has been granted a license to operate, as well as any applicable requirements of local, State, and Federal authorities having jurisdiction.

d. Environmental

The CONTRACTOR shall operate in full compliance with all applicable federal and state environmental laws and regulations, including but not limited to recycling, pesticide management, hazardous waste management, water pollution, and air pollution control regulations. The CONTRACTOR shall possess or obtain all required permits. The CONTRACTOR shall be responsible for permit requirements and for payment of all fines and litigation resulting from the CONTRACTOR's failure to comply with environmental laws and regulations. The CONTRACTOR shall allow access to all government and Fund inspection teams, emergency vehicles, equipment and personnel.

e. Regulatory Codes and Standards

(1) The build-out/restorations shall be designed and constructed in accordance with the ANSI Design Standards and most current applicable codes, standards, design parameters or regulations noted in this section. In case of conflict between codes, standards, or regulations, the most current Unified Facilities Criteria (UFC's) shall apply.

(2) Reference to standard specifications of any technical society, organization, or association, or to codes, manuals, or regulations of Federal, State, or local, authorities shall mean the latest standard, code, manual, regulation, specification, or tentative specification adopted and published at least thirty (30) days prior to submittal of design documents, unless specifically stated otherwise.

(3) The reference of any code or standard listed below to the authority having "jurisdiction" or "governmental authority" shall be interpreted to refer to the Contracting Officer as being the authority for code interpretation.

(4) Construction of all the design work in accordance with codes, laws and requirements as governed by the State in which the project is located.

(5) Construction shall be in accordance with any specific (Federal or local) codes, standards, regulations, manuals, guides, as may be applicable under this addendum or as required by specific Military Installation/Base, and Unified Facilities Criteria (UFC) codes, standards, and regulations. **UFC's are available on-line at http://www.wbdg.org/ccb/. The edition used shall be the latest edition as of the date of award.** These include, but are not limited to, the latest editions of the following: locally adopted codes and standards, and the Unified Facilities Criteria (UFC) codes, standards, and regulations. Obtaining any publications such as industry standards (i.e., UFC, ASTM, ANSI, ACI, NFPA, International Building Code, etc.) shall be the responsibility of the CONTRACTOR. Where conflicts arise between publications, the most stringent requirements shall apply.

(6) Also reference Code Taxonomy by the National Council of Governments on Building Codes and Standards: https://www.wbdg.org/additional-resources/code-taxonomy

(7) Technical Organizations and Regulatory Agencies. A listing of Industry and Professional organizations are available at https://www.wbdg.org/additional-resources/industry-organizations and provided for the CONTRACTOR's convenience. Not all listed organizations are necessarily inclusive maintained by the WBDG. Where no other standard or specification is provided at the WBDG website resource, the standards of these organizations apply to this addendum unless otherwise specified. The United States ARMY, MWR, and the NAFI that is party to this addendum does not warrant any information contained on the WBDG website; nor do they condone or endorse any values, beliefs, views or information contained therein.

(8) Sustainable (Green) Design

(a) Sustainable design is preferred for any major restoration of federal facilities on Federal Facilities. For further information, please see Leadership in Energy Environmental Design (LEED) Green Building Rating System™ (GBRS), Version 3.0 available from the U.S. Green Building Council. The CONTRACTOR shall prepare a LEED Project Checklist for the facility being constructed, if applicable for each Garrison CSDV to be developed under this program and in accordance with UFC 1-200-02 High Performance and Sustainable Building Requirements.

(b) The Government desires the design and build-out/renovation of this facility(ies) incorporating sustainable features. This approach requires a multi-disciplinary process where all project design disciplines, contractors and other stakeholders are collaboratively involved from start to finish of the project.

(c) Design and major build-out/renovation solutions must be fully consistent with the direction given in the LEED Reference Guide and, at a minimum, should meet the LEED Silver. The Fund does not require the CONTRACTOR submit these CSDV projects for certification, but shall ensure LEED Silver “certifiable” design and construction standards are met, where and if applicable to the specific CSDV being developed.

(9) Drawings and Specifications

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

(b) Construction Specifications Services

(i) Provide list of master specifications divisions for the project (CSI format) during each design phase. At Phase IV – Construction Documents, the CONTRACTOR shall submit complete and fully coordinated specifications in CSI format. The technical provisions shall be in sufficient detail so that, when used with the applicable construction drawings, construction can be completed without additional specifications except as necessary to deal with unforeseen conditions or to accomplish changes made during construction. The specifications may require furnishing additional information such as shop or working drawings, manufacturer's literature, and certificates of compliance, material samples, and guarantees necessary to assure that the work can be completed and conforms to the criteria in the contract and that supervision and inspection of the projects can be maintained.

(ii) Cutsheets, where applicable, shall be provided as designs are advanced for specific furniture, equipment, fixtures, and instruments for use in the project. Provide Manufacture makes and models as applicable.

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

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

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

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

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

(h) Contractor shall include this language in its subcontracts at any tier.

PHASE III – CONSTRUCTION REQUIREMENTS

Number of calendar days for renovation of the project based on the accepted IFCs and issuance of the Full Notice to Proceed (FNTP) with construction:	**_____ Calendar Days**

a. Construction Documents Requirements

(1) The **Construction Documents Phase** shall follow the successful completion of the **Design Development Phase**. The **Construction Documents Phase** requires the CONTRACTOR to complete the construction contract documents. The project specifications shall be completed and coordinated with the drawings. CONTRACTOR shall be responsible for obtaining any and all required permits unless other directed by the Issuing Contracting Officer. All permit issues shall be resolved with solutions incorporated into the design. Include all information, research findings and comments from the previous phases. The Construction Documents drawings shall be signed and sealed by the Designer of Record (DOR).

(2) The CONTRACTOR shall be responsible for a formal presentation to the NAFI, stakeholders and project sponsors upon completion of the **Construction Documents Phase** documents. This presentation shall provide an overview of the **Construction Documents Phase**. This presentation shall include sufficient detail to demonstrate that all the requirements of the project are identified, understood and addressed.

(3) After the conclusion of the formal presentation to the NAFI of the Phase IV - Construction Documents and prior to the submission of the Issue for Construction (IFC) documents with Full Notice to Proceed (FNTP) with Construction, the CONTRACTOR shall submit a check-set of the drawings demonstrating that the comments noted during the review meeting have been validated for incorporation in the IFC documents.

b. Submissions

(1) Submissions by the Contractor under this Contract are to be handled electronically to the fullest possible extent. However, the Contractor shall send any required hard-copy submissions of documents, drawings, or reports using a commercial delivery service, or via USPS; all submissions must have a tracking number that may be tracked online. Specific requirements for submissions and addresses for mailing of such documentation will be provided to the Contractor after award.

(2) Copies of all correspondence and documentation that are designated to be sent to the Contracting Officer shall also be sent to the designated Project Manager (PM) and COR, and in turn, any documentation sent to the designated PM and COR shall simultaneously be provided to the Contracting Officer.

c. Period of Performance

(1) The Contractor shall commence, prosecute, and complete work under this contract in accordance with the terms and conditions established within each item's respective section of this Addendum. A summary of key submissions and tasks is provided below; the Contractor shall not consider the below submittals and tasks to be comprehensive.

(2) Schedule

Item / Task (Referenced Section)	Date of Deliverable
(1) Project Bonding and Insurance Certificate	Ten (10) calendar days after bilateral execution of award
(2) Accident Prevention Plan	Ten (10) calendar days after bilateral execution of award
(3) Quality Control Plan	Seven (7) calendar days after bilateral execution of award
(4) Quality Control Coordination Meeting	Three (3) calendar days after submission of Quality Control Plan
(5) Quality Control Letter	Five (5) calendar days after conclusion of Quality Control Coordination Meeting.
(6) Environmental Protection Plan	Ten (10) calendar days after bilateral execution of award
(7) Draft Project Schedule	Five (5) calendar days prior to the preconstruction conference
(8) Laydown/Staging Area Plan	At time of pre-construction conference
(9) Pre-Construction Conference	To be determined
(10) Final Project Schedule	Two (2) business days after the preconstruction conference
(11) Construction – All Work	120 days from the effective date of the Full Notice to Proceed (FNTP), or less, as proposed by Contractor.
(12) Submittals	To be determined
(13) Training Certificates (AT/OPSEC)	To be determined
(14) SF1413	Fourteen (14) calendar days after award of any subcontract
(15) Utility Outage Applications	Fifteen (15) calendar days before scheduled outage
(16) Draft DD1354	Sixty (60) calendar days prior to pre-final inspection
(17) Pre-final inspection	Reference Section E
(18) Final inspection	Reference Section E
(19) Final DD1354	One (1) calendar day after final inspection and acceptance
(20) O&M Manuals	Thirty (30) calendar days after final inspection and acceptance
(21) Closeout documents, Record Drawings	Thirty (30) calendar days after final inspection and acceptance

d. Coordination Conferences

(1) Prior to commencing work, the Contractor shall meet with Government representatives at the Garrison for a preconstruction conference. The Government will lead this conference. The goal of this meeting is to facilitate any required clarifications before commencement of work. The Contracting Officer will review the administrative and technical requirements of the Contract during this conference. The Contractor shall provide and discuss its schedule to allow attendees to prepare for key milestone events. The Contractor's schedule shall incorporate sufficient time for Government reviews, as well as any items of work to be fast tracked. The Government will assist with technical input and user input. The Contractor's key construction team persons shall attend and be prepared to brief the Government on the project.

(2) The Contractor shall keep conference meeting minutes during the preconstruction conference and shall distribute complete meeting minutes to attendees not later than seven (7) calendar days after completion of the conference.

(3) The Contractor may submit requests for information/clarification, if required, for Government review, at any time. The Contractor shall submit such requests for information/clarification in writing, to both the COR and PM.

(3) The Contracting Officer or their representative will schedule routine coordination conferences, to occur once every week, throughout the life of this addendum. Coordination conferences will be held to discuss administration of this addendum, Contractor Quality Control, Safety, Phasing, Scheduling, and other aspects relating to this construction. The Contractor, or a qualified representative of the Contractor shall be present at each of these meetings. The Contractor shall keep progress meeting minutes during the coordination conference and shall distribute complete meeting minutes to attendees not later than seven (7) calendar days after completion of the conference.

e. Required Insurance

(1) The Contractor, at its own expense, shall provide a Certificate of Insurance within ten (10) days of contract award, and maintain during the entire period of its performance under this Contract, the following types of insurance in no less than the minimum amounts set forth herein:

TYPE OF INSURANCE	MINIMUM AMOUNT
Workman's Compensation and all occupational diseases.	As required by state and local laws.
Employer's liability including all occupational disease when not so covered in Workmen's Compensation above.	$1,000,000.00 per accident
General Liability:	
Comprehensive Bodily Injury and Property Damage per occurrence	$1,000,000.00
Completed Operations Aggregate	$1,000,000.00
Medical payments	$10,000.00
Personal and Advanced Injury	$500,000.00
Automobile Liability	
Comprehensive Bodily Injury and Property Damage per occurrence	$300,000.00
Minimum Bodily Injury per Person	$200,000.00
Minimum Bodily Injury per Occurrence	$500,000.00
Minimum Property Damage per Occurrence	$100,000.00
Builders Risk	At least in the total amount of the contract price or as required by state law naming the NAFI as an additional insured under the policy
Professional Liability (Errors and Omissions)	$500,000.00

(2) The Contractor shall be fully responsible to the NAFI for the acts and omissions of its associates, employees, subcontractors, and any professional consultant(s).

(3) Prior to commencement of work under this contract, the Contractor shall certify, by furnishing copies of policies to the Contracting Officer, that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the NAFI's/Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed or prescribed allow, or (2) until thirty (30) days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(4) The Insurance Policy shall name the Department of the Army CSVD NAFI as additional insured and Certificate Holder.

(5) The Contractor agrees to insert all substantive requirements of this section in all subcontracts.

f. Performance Bond

Contractor shall reference Section I.38 for further information on this requirement.

g. Contract Quality Control/Quality Assurance (QC/QA):

(1) Definitions

(a) Contractor Quality Management System (CQMS): The means by which the Contractor assures itself that its construction efforts comply with the requirements of the Contract.

(b) Contractor Quality Control (CQC): The Contractor's inspection, examination, and control of its own, its suppliers', and its subcontractor's work and activities to ensure compliance with Contract requirements.

(c) Contractor Quality Assurance (QA): The means by which the Contractor fulfills its responsibility to assure that the CQC system is functioning effectively.

(2) General: The Contractor shall establish and maintain an effective Quality Management System (CQMS) in compliance with Addendum Clauses, professionally accepted inspection of construction practices, and as herein required. The CQMS consists of plans, procedures, and any organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with Contract intent and specific requirements. The system shall cover both miscellaneous permitting services and construction operations, both on site and off site, and shall be keyed to the proposed construction sequence. The Contractor shall designate a separate qualified superintendent-level person, other than the project superintendent, to maintain an effective CQMS and perform on-site Quality Control activities. This individual shall have a minimum of 5 years' experience with CQC and shall be familiar with all requirements for the position. Different professionals may be appointed for the separate construction phases. Quality management personnel may also be charged with the responsibility for overseeing the Contractor's Safety Program. The Contractor shall clearly identify roles and responsibilities within the CQMS documentation.

(3) Coordination Meeting:

(a) Within three (3) calendar days after Contractor submits its Quality Control Plan to the COR and PM for acceptance, the Contractor shall meet with the COR, PM, and Contracting Officer to review and discuss the details of the Contractor's Quality Control System. During the meeting, a mutual understanding of the Contractor's Quality Control (CQC) 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, and the interrelationship of CQC and the Fund's quality assurance program. A letter, signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the Quality Control Manager shall be furnished to the Contracting Officer within five (5) calendar days after the meeting. Minutes of the meeting shall be prepared by the COR, and shall be signed by both the Contractor and the OC. The minutes of the meeting, which must include the details of the CQC Systems, as well as the Contractor's letter stated above, shall become incorporated as part of the Contract by supplemental agreement. There may also be occasions when subsequent conferences will be called to reconfirm understandings. Dates for such meetings will be coordinated between the Contractor, COR, and PM.

(b) CQC Plan: The plan shall include as a minimum:

(i) A description of the quality management organization.

(ii) The number, classifications, qualifications, duties, responsibilities, and authorities of personnel.

(iii) Procedures for processing, reviewing, and approving shop drawings, samples, Certificates, and other submittals.

(iv) CQC activities to be performed, including those of the subcontractors, off site fabricators, and suppliers. Each phase of CQC must be covered for each separate activity.

(v) Control testing procedures.

(vi) Documentation format for CQC activities and testing.

(vii) Performance testing for acceptance of all facility electrical systems.

(4) Notification of Changes: After acceptance of the CQC plan, the Contractor must receive the Contracting Officers approval, in writing, of any proposed change to its CQC plan or CQC personnel.

(5) Corrective Actions: At any time it is determined by the Contracting Officer that the CQC system, personnel, instructions, controls, tests or records are not providing design or construction work which conforms to contract requirements, the Contractor will be required to correct the deficiency, i.e., replacement of personnel, additional CQC inspection, etc. in a manner acceptable to the Contracting Officer.

(6) Quality Control Organization:

(a) Design: The Contractor will submit any requests for information or clarification regarding the design drawings to the Government for review and evaluation.

(b) Construction:

(i) CQC Manager: The Contractor shall identify an individual, other than the job superintendent, whose qualifications are subject to approval by the Contracting Officer, and who shall be responsible for overall quality control, and have the authority to act in all CQC matters for the Contractor. This individual will certify all submittals and CQC approval and disapproval documentation. Replacement of the CQC Manager will be subject to approval of the Contracting Officer, and require full justification. No work requiring observation or testing will be conducted unless the CQC Manager is present or unless the

Contracting Officer has approved that the work can proceed under inspection by the CQC Manager's designated representative. The CQC Manager shall be at the work site full time.

(ii) CQC Personnel: The CQC Manager will assign CQC responsibilities, in writing, with copies of all assignments submitted to the Contracting Officer. All personnel assigned CQC responsibilities under the CQC Manager shall be fully qualified, with proven experience and technical training necessary to perform their assigned responsibilities in accordance with the highest standards set by the applicable industry(ies). Under no circumstances will CQC personnel report to anyone other than the CQC Manager. The job superintendent shall not be assigned CQC functions.

(iii) Procedures: The CQC Manager will ensure that only materials and equipment which comply with Contract requirements are purchased and delivered to the job site, or used in off-site fabrication, unless specific deviations are approved as specified hereinafter.

(7) Submittals: The Contractor shall prepare a submittal register and submit it for approval to the Contracting Officer prior to start of construction. This register may be modified later with the Contracting Officer's approval. The submittal register must list all proposed submittals and tests for purchased materials, construction, and equipment, and must include the anticipated date of submittal or testing.

(8) CQC Plan and Control: The Contractor's CQC plan shall include at least the following three (3) three phases of quality control for each major feature of work:

(a) Preparatory: The Contractor shall include a review of contract requirements to assure that materials, construction methods, and equipment conform to Contract requirements, and that control testing, including procedures, is finalized. The Contractor shall include examination of the work area to verify that conditions conform to Contract requirements, and determination that required materials are on hand and properly stored. Listed below is a checklist of items to be covered, as a minimum:

(i) Approval of submittals
(ii) Physical examination of materials
(iii) Completion of preliminary work
(iv) Procedures for accomplishing work
(v) Review of plans and specifications
(vi) Safety related issues
(vii) Testing, i.e. number of tests, when, where, and method of recording

(b) Initial: The Contractor shall implement the CQC plan and procedures for each major work element. The following steps are suggested, as a minimum:

(i) Identify full compliance
(ii) Check preliminary work
(iii) Establish level of workmanship
(iv) Apply controls
(v) Resolve all differences
(vi) Check safety

(c) Follow-Up: The Contractor shall ensure that the follow-up phase is performed continuously to verify that control procedures are providing an end product which complies with Contract requirements. The Contractor may be required to make adjustments to control procedures based upon the results of this phase, and control testing.

(9) Tests:

(a) Testing Procedures: The Contractor shall perform tests, as specified or required to verify that control measures are adequate to provide a product which conforms to Contract requirements. The Contractor shall ensure procedures include methods of performing quality control with regard for its subcontractor's work. The Contractor shall provide a statement in its CQC Plan describing quality control measures to be used in each technical section of its specifications. The Contractor shall ensure all testing procedures, specified or required to demonstrate satisfactory system performance, shall be described in the CQC Plan, in detail, and approved by the Contracting Officer prior to performing actual work. Where technical specifications require recording of test data, the proposed test log, including planned duration of test, readings to be taken, and instrumentation to be used, the Contractor shall ensure that such details are made a part of the CQC Plan. The Contractor shall use appropriate forms to document each test performed. This requirement is in addition to any requirement elsewhere established and does not reduce any required reporting procedures mentioned elsewhere. The Contractor shall furnish a list of tests to be performed to the Contracting Officer. The Contractor shall ensure said list includes the test name, a specification paragraph containing the test requirements, and the personnel responsible for each type of test. The Contractor shall perform the following activities, and record and provide the following data, as a minimum:

(i) Verify that testing procedures comply with Contract requirements.

(ii) Defective Work: The Contractor shall not build upon or conceal defective work.

(10) Acceptance Inspections:

(a) At specified milestones in the work, the CQC Manager, together with the appropriate Team members, shall conduct a construction quality acceptance review. During this review, the work shall be examined, quality control shall be reviewed, and a list shall be developed of work not properly completed, or not conforming to plans and specifications of this Contract. The Contractor shall include this list in the quality control documentation, along with an estimated date for correction of each deficiency. The Contractor shall make sure that deficiencies have been corrected prior to the specified completion date, and prior to the Government's final acceptance inspection. Upon correction of nonconforming work, the CQC Manager shall certify, in writing, to the Contracting Officer, that all work completed to date is in accordance with the plans and specifications of this Contract.

(b) Documentation:

(i) The Contractor shall maintain current records, on an appropriate and accepted form, of quality control operations, activities, and tests performed, including the work of suppliers and subcontractors. These records shall include factual evidence that the required activities or tests have been performed, including, but not limited to the following:

(ii) CQC Reports: The specified reports must be completed not later than 10:00 a.m. the following workday and must be factual records of the Contractor's daily quality control activities and resulting actions. As such, CQC Reports should include the following major components:

(A) Construction underway during the time frame of the report (i.e., earthwork, concrete work, etc.).

(B) Phase (preparatory, initial, follow up), and locations of control activities and/or check tests that were made. As a minimum, the reports shall address items noted under the paragraphs above.

(C) Results of control activities, including control actions taken, nature of deficiencies observed, and corrective actions taken or to be taken. If no activities are listed on the report, it shall be assumed that no work was underway, or no control activities were accomplished, and that CQC Plan is not being implemented.

(D) Report of tests performed, with the results of the tests, including failures and remedial action to be taken. Test results, including all computations, should be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation should be made that the test was performed and should include the approximate date test results will be available. Delayed test results shall be submitted with the report form for the date the results were received.

(E) Actions taken in review of submittals, including submittals approved, and delays or predicted delays caused by a lack of submittal actions. (This can be included on the Contractor's marked-up submittal schedule, if all information can be included to show adequate management of submittals.)

(F) Monitoring of materials and equipment for compliance with submittal approvals, damage, and storage information, both upon arrival at the job site, and prior to incorporation into the work.

(G) Off-site surveillance activities, including status of fabrication and production, control actions taken, and estimate of date for any next-needed control actions.

(H) Job safety, safety hazards/violations, corrective action taken, and safety meeting minutes. The Contractor shall include daily comments.

(iii) The report must contain a record of control actions and tests for all work accomplished after the previous report. The responsible CQC representatives may submit separate reports of different phases of the work, or the representative may combine all into one consolidated report.

(iv) In all cases, the report or reports must be verified and signed by the designated CQC Manager. The verification should contain a statement to the effect that, "All supplies and materials incorporated in the work are in compliance with the terms of the Contract, except as noted". These records shall cover both conforming and defective or deficient features. Legible copies of these records shall be maintained at the site, and must be furnished to the Contracting Officer, or his designated representative, when so directed

(11) Government Quality Assurance: The Government's quality assurance activities will consist of observation of the construction project, review of CQC activities and records, and discussions of areas where Contract deviations appear evident. Under no circumstances will the presence or absence of Government observation relieve the Contractor from full compliance with Contract provisions.

h. Contractor's Construction Team

(1) Contractor personnel shall possess the required technical skills, knowledge, experience, and abilities to perform all work ordered under this contract. If the Contractor does not have the personnel on its staff, the Contractor shall subcontract the special expertise needed to perform the work. The Contractor shall utilize personnel in the execution of this project with the following minimum qualifications:

(a) Project Manager: At least five (5) years of direct project management experience.

(b) Superintendent: At least five (5) years of experience as a Superintendent managing multiple trades and sub-contractors on projects of similar size, scope, and complexity as the project within this Contract.

(c) Quality Control Manager: At least five (5) years of experience overseeing the quality of the construction projects, to ensure all work meets standards and contractual obligations.

(d) Site Safety and Health Officer: At least five (5) years of safety management work on similar type construction.

(2) Following award of this contract, the Contractor shall not substitute any personnel originally proposed, unless authorized by the Contracting Officer. In the event the Contractor proposes to substitute any originally proposed personnel, the Contractor shall submit the credentials, qualifications and experience of the proposed substitute(s) for the Contracting Officer to review if the individual(s) proposed have the requisite qualifications and experience to perform the ordered work. Any personnel offered as a substitute for an original team member, to include subcontracted personnel, shall possess equal or better credentials as the original team member(s), and must be acceptable to the Contracting Officer.

i. Product Submission and Approval

(1) The Contractor shall submit all certificates of compliance and material submittals, as required in this Contract, for approval by the Contracting Officer. Required submittals shall be submitted for approval in accordance with the dates set forth in the approved project schedule. Approval must be received from the Contracting Officer, or their representative before incorporating the materials into the work. The Contractor shall provide a Submittal Register listing all required submittals in the contract, to the COR, at the time of the first submittal.

(2) Products proposed as an equal shall be such that all its salient characteristics conform to those of the listed brand name product. These salient characteristics may include, but are not limited to: design, function, size, quality, durability, color, style, texture, and any other attribute which, given the nature of the project, may significantly affect its acceptability as a substitute for the listed product. The Contracting Officer will make the final determination as to whether a proposed substitute product is equal and/or acceptable.

(3) The Contractor shall submit a list including the name of the listed product, the name and model of the proposed substitution, and the name and address of its manufacturer, and the quantity involved. The Contractor shall also provide the following for each proposed substitute item, as applicable:

(a) Catalog cuts completely describing the product and its physical characteristics.
(b) Performance and test data and specifications.
(c) Color and/or pattern selections.
(d) Recommended uses.
(e) Installation recommendations.
(f) Maintenance instructions.
(g) Copy of warranty.

i. Operations and Maintenance Manuals

Within thirty (30) calendar days after final inspection and acceptance of the facility, the Contractor shall prepare and submit all Operation and Maintenance Manuals to the NAFI. This manual must by in ".pdf"

format and formatted for Letter/ANSI “A” paper size. In addition to the electronic documents, the Contractor shall provide one bound copy to the COR. The manual must describe the operation and maintenance of all building systems, equipment, finishes, and irrigation/control systems. The Contractor shall ensure that the information is logically organized and contains, at a minimum:

(1) Complete list of subcontractors, noting applicable specification section, item of work, subcontractors name, address, telephone number, and the name of the person to contact.
(2) Finish and Materials Schedules.

(3) Schedule of values of construction work, incorporating costs of any change orders (DD1354).

(4) Manufacturers recommendations for operation and maintenance of all fixtures, equipment, and systems including charts, diagrams, performance curves, catalog data, and maintenance manuals.

(5) Manufacturers recommendations for use and maintenance of all finish materials.

(6) Duplicate copies of all warranties, guarantees, and bonds.

j. Utilities and Outages

(1) All outages, including, but not limited to utility interruptions and road closures, shall be as short in duration as possible, and shall be scheduled by the Contractor, in writing, as far in advance as possible, with the COR. In no case shall scheduling occur less than fifteen (15) calendar days prior to the required outage. The Contractor’s outage request shall include the following:

(a) Type of utility, access or service to be disrupted.
(b) Areas and/or facilities affected.
(c) Expected duration of outage.
(d) Date of proposed outage.
(e) Names of authorized personnel.
(f) Point of contact and telephone numbers.

(2) The Contractor shall obtain, in writing from the COR, a statement of schedule, giving the permissible times of outages for particular installations or activities, and the maximum time allowed for each outage. Any utility outage scheduled during the week (Monday through Friday) shall not exceed one (1) hour in duration. Any utility outage expected to exceed one (1) hour in duration shall be scheduled for the weekend (Saturday / Sunday). No outage shall occur until written approval is received from the COR. The Contractor shall strictly observe such schedules, and will be held responsible for any violations. The Contractor shall include with each outage request a list or bill of materials and equipment that will be used during said outage. The Contractor shall be solely responsible for ensuring that all materials and equipment will be on hand and ready for use during any scheduled outage.

(3) Garrison utilities may have been privatized and provided by a Privatized Utility Provider. Such utilities include water, sewer, and power. The Contractor shall contact the local utility companies for connection, metering, and other requirements pertaining to privatized utilities. The Contractor shall bear all costs for utility connections and construction, both temporary and permanent, unless otherwise noted. The Contractor shall comply with all requirements of Directorate of Public Works and Privatized Utility Providers.

k. Safety

(1) The Contractor shall comply with OSHA (Occupational Safety and Health Act) Standards and the latest edition of the United States Army Corps of Engineer Safety Manual EM 385-1-1. In addition to the above, the Contractor must follow any safety requirements of the Installation where performance will be ordered. The Contractor is responsible for obtaining those requirements and incorporating all requirements in its safety plan.

(2) The Contractor shall submit a safety plan to the NAFI for review by Garrison Safety Office (GSO), not later than ten (10) calendar days after Contract award. The Contractor shall implement a Safety and Occupational Health Program that is tailored to meet the safety requirements of the Contract and associated tasks and products of the Contract. Safety Plans must incorporate any Activity Hazard Analysis (AHA) of significant hazards, and a plan to control identified hazards.

(3) The Contractor shall name a Site Safety and Health officer (SSHO). The CQC Manager or Site Superintendent may also function as the SSHO, provided they are available to perform SSHO duties when required. The SSHO shall be responsible for site safety in accordance with the requirements of this Contract and shall have the authority to act in all site safety matters for the Contractor.

l. Bulletin Board

Immediately upon beginning under this Contract, the Contractor shall provide, at each job site, a bulletin board displaying the required Equal Employment Opportunity poster, wage rates, and safety bulletins and posters. The Contractor shall ensure emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire and police are posted on said bulletin board. The Contractor shall place said bulletin board in a conspicuous place, easily accessible to all; legible copies of the data shall be displayed until all work under the contract is completed.

m. Project Sign

The Contractor shall furnish and install a project sign at the location selected by the COR. The project sign shall be printed, laminated, and affixed to an approximately 8’ (w) x 4’ (h), exterior grade plywood, or similar. The sign layout shall be in accordance with the graphic sample format provided in Section J and shall be of professional quality.

n. Compliance with Environmental Laws and Regulations

The Contractor shall comply with all applicable Federal, state, and local environmental laws, statutes, regulations, executive orders, permits, Army regulations (with supplements), and Garrison specific regulations. The Contractor shall immediately report any conflicts between applicable Federal, state, local environmental laws, statutes, executive orders, provisions of Army Regulation 200-1, and any specifications within this contract to the COR and the Directorate of Public Works.

o. Compliance with Green Procurement Requirements

The Contractor shall follow all Federal EPA Comprehensive Procurement guidelines (www.epa.gov/cpg) for acquisition of building materials and products, and shall accordingly select and utilize materials that have a long life cycle, materials that are the least toxic, materials that are resource efficient, materials with the maximum recycled content; materials harvested on a sustained yield basis, and products causing the least pollution during their manufacture, use, and reuse.

p. Compliance with Licenses and Certifications Requirements

The Contractor shall obtain all licenses and certifications required by Federal, state, and local environmental laws and regulations necessary to adhere to the specifications of this contract. The Contractor shall submit all plans, notifications, reports, submittal documents, and fees required by federal, state, and local environmental laws and regulations to the appropriate federal, state, and local authority and/or agency as necessary to adhere to the requirements of this Contract.

p. Notification of Federal and State Regulators

The Contractor shall immediately notify DPW Environmental and the COR of the arrival on site of any federal, state, and/or DoD environmental regulator or enforcement agent, and/or the receipt of any correspondence from a Federal or state environmental agency.

q. Inspections of Work Sites

The Contractor shall immediately submit to potential Federal, state, Army and Installation work site environmental regulatory inspections and/or investigations into non-compliances, and fully cooperate with such inspections/investigations by providing the appropriate records and documentation. Environmental regulatory agencies are authorized by law to inspect any work site for environmental compliance with regulatory requirements. If an inspection is conducted, it will not stop or disrupt ongoing contract activities. The inspection will only require the work site environmental officer, or supervisor/manager to answer questions and/or escort the inspector to specific work site areas with the potential to affect environmental quality. Typical environmental work site inspections are conducted in less than 15 minutes with an approximate frequency of one inspection every two months.

r. Reporting Non-Compliance

The Contractor shall immediately report any nonconformance and/or noncompliance with applicable Federal, state or local environmental laws, Army and Installation environmental regulations to the COR and DPW-ENRMD.

s. Verification of National Environmental Policy Act Documents

The Contractor shall obtain from the COR and/or DPW-ENRMD, a copy of the Installation's completed National Environmental Policy Act analysis and associated decision document (Environmental Impact Statement and Record of Decision), Environmental Assessment and Finding of No Significant Impact, and/or Record of Environmental Consideration on the proposed contract actions prior to commencement of such actions.

t. Environmental Management System

The Contractor shall take the necessary actions to identify, monitor, and control those operations and activities that pose risk of contamination, or can negatively impact the natural and/or human environment in accordance with Garrison Environmental Management System procedures.

u. Assigning Environmental Compliance Officers

(1) The Contractor shall designate an appropriate number of personnel to perform Environmental Compliance Officer (ECO) functions in accordance with the requirements of Army Regulation 200-1 and applicable Garrison specific regulations. The Contractor will designate a primary and alternate ECO for each shop or work area that uses and/or stores hazardous materials and/or generates hazardous wastes.

(2) An ECO is an individual from the Contractor's staff appointed to ensure that environmental requirements are met. All work areas will have at least one ECO on duty at all times. Within fifteen (10) days of the start of contract performance, and in conjunction with the Contractor's submission of its Environmental Protection Plan, each designated ECO and alternate must successfully complete the 40-hour ECO course provided on post by DPW-ENRMD. In addition, each ECO must successfully complete an 8-hour annual refresher. Annual re-certification (e.g., refresher training) must be completed within each anniversary of the 40-hour ECO course. Failure to meet this requirement will necessitate re-taking the 40-hour course.

(3) The positions of ECO and alternative ECO are not full-time positions. Individuals so designated may perform other duties, provided they are available to perform ECO duties when required. Contractors using and/or storing very small quantities of hazardous materials may request a waiver of this requirement through the COR to DPW-ENRMD.

v. Use of Ozone Depleting Compounds

The Contractor shall submit, in writing, the quantity, type, and location of Ozone Depleting Compounds used on the installation. Such submissions shall be made quarterly, as well as once not later than forty-eight (48) hours prior to the expiration of the contract, and submissions shall be made to the DPW-ENRMD. The Contractor shall submit within ten (10) working days of completing any work on equipment containing more than fifty (50) pounds of refrigerant charge, the following: the building location, name, model, serial number, and capacity of the unit, the amount of refrigerant removed and replaced, description of work performed, and results of the subsequent verification testing. Such submission shall also be made to the DPW-ENRMD and COR. The Contractor shall complete and submit an Emissions Inventory Questionnaire for actions that modify or add an air emission source on the installation prior. The Contractor shall make such a submission prior to adding or altering any emission source.

w. Generation of Solid Waste

(1) The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this Contract. This includes collection, separation, and processing products or other materials recovered from solid waste streams for use in the form of raw materials. The Contractor shall make maximum effort to reduce and prevent waste and comply with Executive Order 13423.

(2) For all solid waste generated by work under this Contract that cannot be recycled in accordance with controlling authorities, the Contractor shall remove such waste from the installation, and dispose of that waste at a permitted off-post disposal facility.

(3) Prior to removing any waste from the Garrison for disposal, the Contractor shall coordinate with the installation Qualified Recycling Program Manager and DPW-ENRMD to arrange for recyclable materials to be diverted from the waste stream and provided to the installation, for credit toward meeting diversion requirements. The Contractor shall make every effort to comply with the Army Integrated Solid Waste Management Policy by diverting fifty (50) percent of all construction and demolition debris waste, and forty (40) percent of all other solid waste as recyclable material.

(c) The Contractor shall submit to the DPW-ENRMD Solid Waste Manager, in writing, the quantities of waste removed and recycled. The Contractor shall make such submissions on a monthly basis, and at the expiration of the contract. The submittal shall include the date of disposal/recycling, the disposal/recycling facility, the types of material disposed/ recycled, and the quantities of materials disposed/recycled by weight.

x. Generation Of Hazardous Waste

(1) The Contractor shall properly profile all waste generated as part of this contract to determine if any waste is hazardous waste (HW), as defined by 40 CFR. Prior to a disposal shipment of HW, the Contractor shall accumulate hazardous waste in a satellite accumulation point at, or near, the point of generation, or in a less-than-90-day site, in accordance with Federal, state, Army, and installation regulations.

(2) The Contractor shall properly package HW and complete an HW manifest. The Contractor shall contact DPW-ENRMD to obtain the installation's hazardous waste EPA ID number for the hazardous waste manifest. The Contractor shall take said manifest to DPW-ENRMD for approval and signature prior to removing any HW from the installation. The final HW Manifest must contain the proper HW method disposal codes, as specified in 40 CFR 262.41, 264.75 and 265.75.

(3) The Contractor shall notify DPW-ENRMD 24 hours prior to removing any HW from the installation. The Contractor shall remove and dispose of manifested HW generated by Contract activities from the installation, to an approved, off-post, permitted HW disposal facility. The DPW-ENRMD will assist the Contractor in profiling their waste upon request. The final signed HW manifest must be returned to DPW-ENRMD, CMB within thirty (30) days of hazardous waste removal from the installation.

y. Use of Hazardous Materials

The Contractor shall submit a hazardous material inventory list for all contract work periods exceeding one hundred and eighty (180) consecutive, calendar days. The inventory list will contain the hazardous material type and maximum quantities of materials on hand. The Contractor shall utilize applicable form and shall submit the list within thirty (30) calendar days of work site establishment. The hazardous material must be properly identified, and include any applicable identification number, such as National Stock Number or Special Item Number. The Contractor shall maintain copies of Material Safety Data Sheets (MSDSs) for all hazardous materials used and stored on site during performance of the contract, refer to Contract Clause, "HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (NOV 2004) BI.044". The Contractor shall not supply or deliver any hazardous materials or chemicals to the Garrison that are listed on the EPA toxic chemical list without prior, written approval from DPW.

z. Prevention of Spills

(1) The Contractor shall develop, maintain, and post at the worksite a written, site-specific Spill Response Plan if transporting, processing, storing, or in any way managing HW, hazardous material, Petroleum-Oils-Lubricants (POL), or other restricted items.

(2) In the event of a spill, the Contractor personnel in control of the spill site, or their designated representative, shall take appropriate action to protect workers and bystanders. Personnel shall contain the spill (if it can be done safely), secure the spill site, restrict ignition sources, and immediately contact the installation Fire and Emergency Services (Fire Department) for assistance (911 or 531-2026). Contractors storing 1,320 gallons or more of any oil-based product in an aboveground storage tank at a construction site shall develop a Spill Prevention Control Countermeasure (SPCC) Plan, and present such plan to the DPW-ENRMD for acceptance prior to placemen of the tank.

aa. Prevention of Storm Water Pollution

(1) The Contractor shall prepare and implement a site-specific Storm Water Pollution Prevention Plan (SWPPP) in accordance with the state's Pollution Discharge Elimination System (LPDES) general storm water permits for small (1-4.9 acres) and large (5 acres and larger) construction activities (totals are cumulative across all portions of the project).

(2) The Contractor shall prepare the SWPPP prior to any soil disturbance and make the SWPPP available upon request. The Contractor shall designate an individual to receive a 30 minute "Annual Strom Water Construction Training" class prior to any soil disturbance. DPW-ENRMD will provide the training at no cost to the Contractor at the construction site. The Contractor shall contact DPW-ENRMD to schedule the training. The Contractor shall have a trained individual on the work site at all times during activities at the construction site. The Contractor shall monitor activities to prevent pollution of surface and ground waters as identified in the site specific SWPPP. The Contractor shall maintain and make available upon request all SWPPP inspection records. For construction activities 5 acres and larger, Contractors shall prepare and submit a Notice of Intent (NOI) to state's Department of Environmental Quality (LDEQ) and present the NOI and NOT to installation personnel upon request. The Contractor shall not apply any toxic or hazardous chemicals and pesticides to soil or vegetation without prior DPW-ENRMD approval. The Contractor shall comply with state and installation storm water requirements and protect all water bodies and/or tributaries potentially affected by Contractor activities. For construction activities immediately adjacent to impaired surface water bodies, the Contractor shall quantify sediment or pollutant loading when requested by Federal, State, or Installation personnel. The list of installation impaired surface waters bodies is available at the DPW-ENRMD.

bb. Control of Erosion

The Contractor shall provide erosion and sediment control measures in accordance with Federal, State, Army, and Installation laws and regulations when required. The erosion and sediment controls selected and maintained by the Contractor shall ensure that water quality standards are not violated because of ongoing activities. The Contractor shall construct or install temporary and permanent erosion and sediment control measures as required. The Contractor shall use Best Management Practices (BMPs) for storm water pollution prevention measures in accordance with the LPDES General Permit. No ground disturbance activities shall be initiated until all appropriate Best Management Practices are installed as required per manufactures specifications. All permanent and temporary control measures will be removed after final stabilization and project acceptance by the COR.

cc. Demolition of Facilities with Asbestos and Lead Based Paint

(1) The Contractor shall assume that materials on the Garrison may contain asbestos and/or Lead Based Paint (LBP), unless otherwise documented. In the event that abatement of asbestos containing materials (ACM) or LBP is required, the Contractor agrees to and shall develop a plan that meets all requirements of DPW/Environmental Division. As part of that plan, the Contractor shall ensure: that all Contractor employees and subcontractors are adequately trained and qualified for the classification of work they are performing (29 CFR 1926.62 and 1926.1101); that the Contractor's on-site manager is trained and qualified as a "Competent Person" (29 CFR 1926.1101) capable of identifying asbestos or lead-based paint hazards in workplaces, capable of selecting the appropriate control strategy, and having the authority to take prompt corrective measures; and that the Contractor is performing air monitoring, as is required for all abatement projects, as specified in the Garrison's Asbestos and Lead-Based Paint Management Plans.

(1) The Contractor shall notify the State asbestos and lead-based paint abatement. In the notification, the Contractor shall describe procedures to be used to prevent the release of asbestos and lead contaminants into the work area and the environment. The Contractor shall submit AAC-2 and Lead Paint Notification (LPN) environmental notification forms to the DPW Environmental Division for review prior to submission to the state's Department of Environmental Quality (LDEQ) when performing demolition and/or renovation activities, and/or abating asbestos or lead-based paint. The Contractor must allow enough time for a review by the DPW-ENRMD, and shall provide notification to the LDEQ ten (10) working days prior to the project start date. A signature by a DPW-ENRMD government representative is required for all waste manifests.

dd. Use of Asbestos and Lead-Based Paint

The Contractor shall not construct any aspect of this project using asbestos-containing materials or products, or paint with a lead content higher than 0.06 percent by weight, without written approval of the DPW-ENRMD. The Contractor shall provide a certificate to the COR at the conclusion of the project verifying that contract materials and products used are asbestos free. Common asbestos-containing materials include, but are not limited to adhesives, mastics, sheetrock muds, and vinyl and tile flooring. New thermal system insulation must be identified with a blue band or cap at the locations where the new insulation begins and ends, and stencil "Non ACM" or "Asbestos Free" on the new insulation.

ee. Use of Pesticides

(1) Before use of any pesticide, the Contractor shall submit the type and quantity of regulated pesticides, herbicides, or fungicides to be applied, the application purpose, and location to the DPW-ENRMD and COR for approval 10 working days prior to the initial application/

(2) The Contractor shall submit the actual quantities applied to the DPW/Environmental and COR within 2 working days (48 hours) after each approved application. The Contractor shall utilize Integrated Pest Management (IPM) technology and procedures in strict compliance with all applicable Federal, State, Army, and Installation regulations, to include Garrison's Pest Management Plan.

(3) Pesticide applicators shall be certified, licensed, and maintained in accordance with the specific State and/or Department of Defense regulations. The Contractor shall provide evidence of personnel licenses and certification to the COR and the DPW/Environmental prior to the initial application of pesticides, herbicides, or fungicides.

(4) Only those pesticides registered with the USEPA and approved by the Command Consultant at the Army Environmental Command and the DPW/Environmental shall be utilized and only in strict accordance with product labeling. The Installation reserves the right to prohibit and limit the amount and type of pesticides used.

ff. Environmental Contact Information

The DPW/Environmental staff is available during duty hours and non-emergencies at (910) 907-3214. For environmental emergencies, contact the installation Fire Department at 911 and notify the COR.

gg. Haul Roads

The Contractor shall be responsible for ensuring that haul routes are in compliance with Garrison requirements.

hh. Anti-Terrorism and Operational Security Training (AT/OPSEC)

(1) All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 05 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: http://jko.jten.mil

(2) Access and general protection/security policy and procedures: The Contractor and all associated sub-contractor employees shall provide all information required to meet installation access and background check requirements, to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The Contractor workforce must comply with all personal identity verification requirements (NAF Clause BI.142, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the Changes Clause of this Contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

(3) The Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access, and local security policies and procedures (provided by a Government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

(4) iWATCH Training. The Contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for, and instruct employees to report suspicious activity to the COR. This training shall be completed within thirty (30) calendar days of Contract award, and within five (5) calendar days of new employees commencing performance, with the results reported to the COR not later than thirty (30) calendar days after Contract award.

(5) Per AR 530-1 Operations Security, the Contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within thirty (30) calendar days of their reporting for duty, and annually thereafter. OPSEC Awareness for Military Members, DoD Employees and Contractors is available at the following website: https://securityawareness.usalearning.gov/opsec/index.htm.

ii. Installation Physical Security

(1) In order to gain and maintain access to the Garrison, the Contractor shall provide an access roster to Directorate of Emergency Services (DES), Physical Security Office, of all employees, both monthly and when any personnel change occurs. The Contractor shall also furnish the access roster to the Security and Intelligence Division (S&ID), DPTMS quarterly, or upon request. Access rosters must be forwarded by the COR, to the visitors control center using a specific format, electronically, from a government computer. All personnel accessing the Garrison under this Addendum shall adhere to all access control policies which include: weapons registration, transportation of weapons on the installation, access control policies, use of installation passes and ID cards, and the operation of motor vehicles.

(2) A check of records through the National Crime Information Center (NCIC) Interstate Identification Index (III) is the Army minimum baseline background check for entrance onto Army installations for non-Common Access Card (CAC) holders, to include entrance of visitors. The Contractor shall identity-proof all employees using e-Verify, and ensure that no illegal immigrants are employed under the umbrella of this Contract. Access to the installation will be in accordance with the current and/or future governing Command Access Control Policy Memorandums.

(3) The Contractor shall provide employees with company identification (ID) cards prior to their commencement of work under this Contract. The ID format is subject to approval by the government. IDs shall be laminated, and include the company's name, ID number, issue and expiration dates, employee name, job title, and color photograph. Employees shall wear ID cards on front exterior clothing, and above the waist, when performing work under this Contract.

(4) The Contractor shall address the physical security aspects associated with contract performance in government furnished facilities via a Physical Security Plan. The plan shall describe methods employed by the Contractor to prevent unauthorized access, vandalism, pilferage, larceny, sabotage, and arson directed toward Contractor-controlled facilities. A list of installation buildings for which the Contractor shall be responsible must be included in the plan. The Contractor shall maintain an active security checklist for each facility under the Contractor's control. The plan shall comply with the provisions of the Installation Physical Security Plan. This security plan will be reviewed annually by the DES to ensure regulatory requirements.

PHASE IV – PRE-FINAL AND FINAL INSPECTIONS

a. Inspection of Construction (NOV 2004) (BE-003)

(1) Definition. "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.

(2) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under this contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the NAFI. All work shall be conducted under the general direction of the Contracting Officer and is subject to NAFI inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

(3) NAFI inspections and tests are for the sole benefit of the NAFI and do not-

(a) Relieve the Contractor of responsibility for providing adequate quality control measures;

(b) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance.

(c) Constitute or imply acceptance; or

(d) Affect the continuing rights of the NAFI after acceptance of the completed work under paragraph d, titled “Fund Rights”.

(4) The presence or absence of a NAFI or 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.

(5) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonable needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The NAFI may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The NAFI 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.

(6) The Contractor shall, without charge, replace or correct work found by the NAFI not to conform to Contract requirements, unless in the public interest the NAFI consents to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(7) If the Contractor does not promptly replace or correct rejected work, the NAFI may -

(a) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or

(b) terminate for default the Contractor's right to proceed.

(8) If, before acceptance of the entire work, the NAFI decides to examine already completed work by moving 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.

(9) Unless otherwise specified in the contract, the NAFI 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 NAFI's rights under any warranty or guarantee.

b. Pre-Final and Final Inspection

(1) Pre-Final Inspection

(a) In addition to any other requirements, the Contracting Officer or their authorized representative and technical representatives will jointly conduct a pre-final inspection, prior to a final inspection of the facility.

(b) The Contractor shall notify the Contracting Officer, in writing, when the entire project has been inspected by its team, and the project is ready for the Contracting Officer’s, or its authorized representative’s, pre-final inspection. With this notification, the Contractor shall prepare and submit a list of items to be corrected or completed.

(c) Upon completion of the Pre-final inspection, the Contracting Officer will transmit a punch list report to the Contractor listing discrepancies requiring correction or completion, and establishing a date for the final inspection. Upon receipt of this punch list, the Contractor shall, within seven (7) days of receipt, advise the Contracting Officer of any questions that it, or any of its subcontractors, may have

concerning the requirements of the report, and prepare and submit a schedule that details how long it will take to complete/correct/repair all identified punch list deficiencies.

(2) Final Inspection

(a) When all pre-final inspection discrepancies have been corrected, the Contractor shall submit a written request for final inspection to the Contracting Officer at least fourteen (14) days before the desired date of inspection.

(b) On the date agreed upon for final inspection, the Contracting Officer or their authorized representative will conduct the final inspection with the Technical Representatives, the Contractor, and any needed subcontractor, and will determine whether the project can be finally accepted.

(c) If during the final inspection (the first re-inspection), it is found that punch list items or other discrepancies are so insufficiently complete that the Project cannot be finally accepted, the Contractor shall be responsible for the Fund's costs for additional technical services regarding the preparation of a new punch list and any subsequent re-inspection(s) prior to final acceptance. The Fund's costs for additional services will be charged to the Contractor, through an appropriate change order, to recover applicable reimbursable expenses for activities involved in the re-inspection (this includes, but is not limited to, Title II A-E expenses incurred by the Fund).

(d) Upon written notice from the Contractor that the re-inspection punch list items are complete, the Contracting Officer or their authorized representative will conduct the final inspection to verify that the discrepancies have been completed and determine whether the project can be finally accepted.

(e) If the Contractor does not replace or correct identified punch list deficiencies in a timely manner, the NAFI may by, contract or otherwise, replace or correct the work, and charge the associated re-procurement cost to the Contractor.

c. Fund Rights

(1) The Fund shall have unlimited rights, in all drawings, designs, specifications, notes, and other works associated with this project.

(2) All documents and information furnished by the Fund shall remain the Fund's property. Any information and data gained by the Contractor, as well as any reports, drawings, charts, and photographic work generated through the performance of the requirements of this contract, shall remain the sole property of the Fund. The Contractor shall not disclose or duplicate any information furnished by the Fund, except as authorized, in writing, by the Contracting Officer. Any information or data provided by the Fund shall be returned to the Fund upon request, or when no longer needed for the performance of this Contract. Except as may be necessary for the performance of this Contract, the Contractor shall not use or disclose information concerning the activities of the Fund without the prior, written consent of the Contracting Officer.

(3) Title to all data and information developed and furnished by the Contractor, together with all deliverable data, reports, documentation, and all other information pertaining to the work and services to be performed pursuant to this Contract, including any copyright, shall become property of and remain with the Fund upon completion. The Fund shall have the full right to use each of these for its purposes, without

compensation or approval on the part of the Contractor. The Fund shall have unlimited access to, and the right to make copies of, the above-mentioned items.

d. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

(1) Defective Work shall be promptly remedied, or removed and replaced, notwithstanding that such Work has previously been inspected and approved or estimated for payment. If the Work or any part thereof shall be found defective at any time, the CONTRACTOR shall, at no additional expense to the Fund, make good such defect in a satisfactory manner.

(2) Work performed beyond the lines and grades shown on the Contract Drawings or established by the DOR, and extra Work done without written authorization, will be considered unauthorized Work and the CONTRACTOR will receive no compensation therefor. If required by the Issuing Contracting Officer, unauthorized work shall be remedied, removed, or replaced at no additional expense to the Fund.

(3) Upon failure of the CONTRACTOR to remedy, remove, or replace defective or unauthorized Work, or to comply promptly with any requirement of the DOR made under this section, the Fund may cause defective or unauthorized Work to be remedied, removed, or replaced by others and deduct the costs thereof from any monies due or to become due to the CONTRACTOR.

PHASE V – BENEFICIAL OCCUPANCY

a. Record (As-built) Drawings

(1) Carefully mark drawings during construction to accurately locate elements that will be concealed when the project is completed. Carefully measure and show dimensions of all concealed work including, but not limited to, piping, electrical services, and conduit.

(2) The As-Built drawings shall also show the location and description of any utility lines or other installations known to exist within the construction area. The location and description of exterior utilities, including measured horizontal distances from utilities to permanent facilities/features shall be shown. Measurements shall be within an accuracy range of six (6") inches and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Measurements shall show all change-in-direction points and all surface and underground components (i.e., valves, manholes, drop inlets, clean outs, meters, etc.). The general depth range of each underground utility line shall be shown (i.e., 3' - 4' depth, etc.). A complete description of all exterior utilities shall include the actual quantities, sizes, and materials.

(3) Within thirty (30) calendar days after the final inspection and acceptance of the facility, the CONTRACTOR shall submit three (3) complete sets of bound specifications. Documents shall be neatly marked to show an accurate "as-built" record of construction. If the drawings were prepared on CAD, two (2) copies of the CAD disk on CD shall also be submitted to the Contracting Officer and COR.

(a) Changes and corrections entered on the documents shall be indicated by a lettered circle and noted as "Record Drawings" in the revision space provided. If no revisions or corrections are necessary on individual drawings, insert the notation "Record Drawing – No Changes" in or below the revision block.

(b) Neatly mark specifications to indicate names of products and manufacturers incorporated in the project.

b. Preparation and Completion of DD Form 1354

(1) The Contractor is required to submit a DD Form 1354, marked as “DRAFT” in Block 8c of the form, not later than sixty (60) calendar days prior to pre-final inspection, or as otherwise specified by the Contracting Officer.

(2) The PM or COR assigned to the project will coordinate a review of the DRAFT DD Form 1354 with the Installation/Base Directorate of Public Works (DPW). The PM and COR will request comments as to the specific content format and required information unique to the Installation/Base. The PM and COR will consolidate any comments and provide them to the Contractor.

(3) Upon receipt of review comments, the Contractor shall incorporate required changes into the DRAFT DD Form 1354.

(4) Upon completion of the final inspection (following correction of punch list construction deficiencies), the DD Form 1354 shall be completed by the Contractor and marked as “FINAL” in Block 8c of the form. The Contractor shall submit the Final DD Form 1354 to the PM and COR assigned to the project within one (1) calendar day after final inspection and acceptance, or as otherwise specified by the Contracting Officer.

(5) The PM and COR assigned to the project will coordinate the submission of the DD Form 1354 marked as “FINAL” and will forward to the Installation/Base for signature. The PM and COR assigned to the project and the Contractor shall set a date, mutually agreeable to both parties, that establishes the effective start date of the warranty period. This date shall be the same date indicated in BLOCK 7a – Placed-In-Service Date of the FINAL DD Form 1354.

(6) The PM and COR assigned to the project shall submit to the Contracting Officer a “FINAL” DD Form 1354, with all signature blocks completed

//NOTHING FOLLOWS//