AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
J	1		21

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0001	01 JUN 2026		MHMV262100

6. ISSUED BY CODE W50S8G

W7NQ USPFO ACTIVITY NMANG 150
KO FOR NM DO NOT DELETE, 2251 AIR GUARD RD SE
KIRTLAND AFB, NM 87117-5875
UNITED STATES
ODINI RAMOS, EMAIL: ODINI.RAMOS@US.AF.MIL TELEPHONE: 505-853-9876

7. ADMINISTERED BY *(If other than Item 6)* CODE

SCD: PAS:

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

CODE FACILITY CODE

(X)

☒ 9A. AMENDMENT OF SOLICITATION NUMBER
W50S8G26BA001

9B. DATED *(SEE ITEM 11)*
27 MAY 2026

☐ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

SEE SECTION G - CONTRACT ADMINISTRATION DATA

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this amendment is:
1. To formally incorporate the attached specifications into the Statement of Work (SOW).
2. The solicitation closing date and time remain unchanged.
3. Except as provided herein, all other terms and conditions of the solicitation remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		EDWIN WIDGEON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	01 JUN 2026

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Section 01 00 00 - General Requirements

Miscellaneous text in this section has been modified to:

APPLICABLE SPECIFICATIONS

1. AIR-CONDITIONING, HEATING, AND REFRIGERATION INSTITUTE (AHRI)

2. AHRI 700 (2016) Specifications for Fluorocarbon Refrigerants

3. AIR MOVEMENT AND CONTROL ASSOCIATION (AMCA)

4. AMCA 500-D (2018) Laboratory Methods of Testing Dampers for Rating

5. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

6. ANSI/AHRI 210/240 (2008; Add 1 2011; Add 2 2012) Performance Rating of Unitary Air-Conditioning & Air-Source Heat Pump Equipment

7. ANSI A10.44 (2020) Control Of Energy Sources (Lockout/Tagout) For Construction And Demolition Operations

8. ANSI Z21.22/CSA 4. 4 (2015; R 2020) Relief Valves for Hot Water Supply Systems

9. ANSI Z244.1 (2016) Control of Hazardous Energy: Lockout

10. ANSI Z359.2 (2023) Fall Protection Program Requirements

11. AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS (ASHRAE)

12. ASHRAE 15 & 34 (2013) ASHRAE Standard 34-2016 Safety Standard for Refrigeration Systems/ASHRAE Standard 34-2016 Designation and Safety Classification of Refrigerants-

13. ASHRAE Standard 34-2016

14. ASHRAE 62.1 (2022) Ventilation for Acceptable Indoor Air Quality

15. ASHRAE 90.1 IP 9 (2019) Energy Standard for Buildings Except Low-Rise Residential Buildings [2018; Addenda A-B 2021; Addenda C-K 2023; Addenda L 2024) Energy- Efficient Design of Low-Rise Residential Buildings

16. ASHRAE HVAC APP IP HDBK (2023) HVAC Applications Handbook, I-P Edition

17. AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

18. ASME A112,14.1 (2003; R 2017; R 2022) Backwater Valves

19. ASME A112.19.2/CSA B45.1 (2018) Plumbing Supply Fittings

20. ASME B16.1 (2020) Gray Iron Pipe Flanges and Flanged Fittings Classes 25, 125, and 250

21. ASME B16.22 (2021) Wrought Copper and Copper Alloy Solder Joint Pressure Fittings

22. ASME B16.5 (2020) Pipe Flanges and Flanged Fittings NPS 1/2 Through NPS 24 Metric/Inch Standard

23. ASME B16.50 (2021) Wrought Copper and Copper Alloy Braze-Joint Pressure Fittings

24. ASME B31.3 (2022; Errata 2023) Process Piping

25. ASME B40.100 (2022) Pressure Gauges and Gauge Attachments

26. ASME BPVC SEC VIII DI (2019) BPVC Section VIII-Rules for Construction of Pressure Vessels Division 1

27. ASSOCIATED AIR BALANCE COUNCIL (AABC)

28. AABC MN-1 (2002; 6th ed) National Standards for Total System Balance

29. ASTM INTERNATIONAL (ASTM)

30. ASTM A123/A123M (2024) Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

31. ASTM B1 (2013) Standard Specification for Hard-Drawn Copper Wire

32. ASTM B8 (2023) Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft

33. ASTM B32 (2020) Standard Specification for Solder Metal

34. ASTM B584 (2022) Standard Specification for Copper Alloy Sand Castings for General Applications

35. ASTM B766 (2023) Standard Specification for Electrodeposited Coatings of Cadmium

36. ASTM B813 (2024) Standard Specification for Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube

37. ASTM B88 (2022) Standard Specification for Seamless Copper Water Tube

38. ASTM C1290 (2016; R 2021) Standard Specification for Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts

39. ASTM C1710 (2011) Standard Guide for Installation of Flexible Closed Cell Preformed Insulation in Tube and Sheet Form

40. ASTM C534/C534M (2023) Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form

41. ASTM C553 (2013; R 2019) Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications

42. ASTM C795 (2008; R 2023) Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel

43. ASTM D709 (2017) Standard Specification for Laminated Thermosetting Materials

44. ASTM E1 (2014) Standard Specification for ASTM Liquid-in-Glass Thermometers

45. ASTM E84 (2024) Standard Test Method for Surface Burning Characteristics of Building Materials

46. ASTM E814 (2024) Standard Test Method for Fire Tests of Penetration Firestop Systems

47. AMERICAN WELDING SOCIETY (AWS)

48. AWS A5.8 (2019) Specification for Filler Metals for Brazing and Braze Welding

49. AWS A5.8/A5.8M (2019) Specification for Filler Metals for Brazing and Braze Welding

50. AWS B2.2/B2.2M (2016) Specification for Brazing Procedure and Performance Qualification

51. AWS WHB-2.9 (2004) Welding Handbook; Volume 2, Welding Processes, Part 1

52. COPPER DEVELOPMENT ASSOCIATION (CDA)

53. CDA A4015 (2016; 14/17) Copper Tube Handbook

54. INTERNATIONAL ELECTRICAL TESTING ASSOCIATION (NETA)

55. NETA ATS (2025) Standard for Acceptance Testing Specifications for Electrical Power Equipment and Systems

56. MANUFACTURING STANDARDIZATION SOCIETY (MSS)

57. MSS SP-110 (2010) Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends

58. MSS SP-110 (2010) Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends

59. SP-58 (2010) Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends

60. MSS SP-58 (2018) Pipe Hangers and Supports - Materials, Design and Manufacture, Selection, Application, and Installation

61. MSS SP-80 (2019) Bronze Gate, Globe, Angle and Check Valves

62. MSS SP-80 (2019) Bronze Gate, Globe, Angle and Check Valves

63. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

64. ANSI C80.1 (2020) American National Standard for Electrical Rigid Steel Conduit (ERSC)

65. ANSI C80.3 (2020) American National Standard for Electrical Metallic Tubing (EMT)

66. NEMA ICS 1 (2022) Standard for Industrial Control and Systems: General Requirements

67. NEMA ICS 2 (2000; R 2020) Industrial Control and Systems Controllers, Contactors, and Overload Relays Rated 600 V

68. NEMA ICS 6 (1993; R 2016) Industrial Control and Systems: Enclosures

69. NEMA KS 1 (2013) Enclosed and Miscellaneous Distribution Equipment Switches (600 V Maximum)

70. NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB)

71. NEBB Procedural Standards (2015) Procedural Standards for TAB (Testing, Adjusting and Balancing) Environmental Systems

72. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

73. NFPA 70 (2023; ERTA 1 2024; TIA 24-1) National Electrical Code

74. NFPA 90A (2024) Standard for the Installation of Air Conditioning and Ventilating Systems

75. NFPA 70E (2024) Standard for Electrical Safety in the Workplace

76. NFPA 241 (2022), Standard for Safeguarding Construction, Alteration, and Demolition Operations

77. NFPA 780 (2023) Standard for the Installation of Lightning Protection Systems

78. SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION (SMACNA)

79. SMACNA 1780 (2023) HVAC Systems - Testing, Adjusting and Balancing, 3rd Edition

80. SMACNA 1966 (2020) HVAC Duct Construction Standards Metal and Flexible, 4th Edition

81. SMACNA 1966 (2020) HVAC Duct Construction Standards Metal and Flexible, 4th Edition

82. UL SOLUTIONS (UL)

83. UL 6 - (2022) UL Standard for Safety Electrical Rigid Metal Conduit-Steel

84. UL 50 - (2024) UL Standard for Safety Enclosures for Electrical Equipment, Non-Environmental Considerations

85. UL 83 (2017; Reprint Mar 2020) UL Standard for Safety Thermoplastic-Insulated Wires and Cables

86. UL 181 (2013; Reprint Dec 2021) UL Standard for Safety Factory-Made Air Ducts and Air Connectors

87. UL 360 (2013; Reprint Jan 2024) UL Standard for Safety Liquid-Tight Flexible Metal Conduit

88. UL 486A-486B (2025) UL Standard for Safety Wire Connectors

89. UL 486C (2023; Reprint Feb 2025) UL Standard for Safety Splicing Wire Connectors

90. UL 489 (2025) UL Standard for Safety Molded-Case Circuit Breakers, Molded-Case Switches and Circuit-Breaker Enclosures

91. UL 514B (2012; Reprint Mar 2024) UL Standard for Safety Conduit, Tubing and Cable Fittings

92. UL 723 (2023) UL Standard for Safety Test for Surface Burning Characteristics of Building Materials

93. UL 797 (2007; Reprint Apr 2023) UL Standard for Safety Electrical Metallic Tubing -- Steel

94. UL 1479 (2015; Reprint Apr 2024) Fire Tests of Through-Penetration Firestops

95. U.S. ARMY CORPS OF ENGINEERS (USACE)

96. EM 385-1-1 (2024) Safety and Occupational Health (SOH) Requirements

97. U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

98. 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response

99. 29 CFR 1910.147 The Control of Hazardous Energy (Lock Out/Tag Out)

100. ASME BPVC (Boiler and Pressure Vessel Code)

101. ASME CSD-1

102. NBIC (National Board Inspection Code)

103. ASME B31 Series

104. NESHAP Major Sources (Boiler MACT)

105. NESHAP Area Sources

106. NSPS (New Source Performance Standards)

NOTHING FOLLOWS

END OF THE DOCUMENT

Division 01 - General Requirements

1. INSURANCE - MINIMUM AMOUNTS

1.1. Reference Contract Clause titled, "Insurance - Work on a Government Installation (FAR 52.228-5). Types and minimum amounts are as follows:

TYPE AMOUNTS

Workmen's Compensation $100,000 (see paragraph 1.2, below)

Comprehensive General Liability $500,000 per occurrence for bodily injury

Comprehensive Automobile Liability $200,000 per person and $500,000 per accident for bodily injury and $20,000 for property damage

Aircraft Public and Passenger Liability $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability and $200,000 per occurrence for property damage; coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

1.2. Except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

1.3. NOTE: Before commencing work under this contract, the Contractor shall certify to the Contracting Officer, in writing, that the required insurance has been obtained. The policies referenced in the certification (s) shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the 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 prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor shall maintain a copy of proofs of required insurance and shall make copies available to the Contracting Officer upon request. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the Contracting Officer upon request.

2. Reserved.

3. SCHEDULING

3.1. Normal base work hours for the Contractor will be between the hours of 7:00 AM through 4:30 PM, excluding Saturdays, Sundays, and Federal Holidays. If the Contractor desires to work during periods other than above, they must notify the Contracting Officer's Representative (COR) five (5) working days in advance of their intention to work during other periods to allow assignment of additional inspection forces. When the COR determines that they are reasonably available, they may authorize the Contractor to perform work during periods other than normal duty hours/days. However, if inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the Contractor, the actual cost of the inspection, at overtime rates, will be charged to the Contractor and will be deducted from the final payment of the Contract amount.

3.2. The following Federal Holidays are observed by this base:

New Year's Day 1 January

Birthday of Martin Luther King Jr. Third Monday of January

President's Day Third Monday of February

Memorial Day Last Monday of May

Juneteenth National Independence Day 19 June

Independence Day 4 July

Labor Day First Monday of September

Columbus Day Second Monday of October

Veterans Day 11 November

Thanksgiving Day Fourth Thursday of November

Christmas Day 25 December

3.3. NOTE: Any of the above holidays falling on a Saturday will be observed the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

3.4. Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more), commencement of any warranty work, and upon completion of warranty work, the contractor must notify the Contracting Officer (or the Contracting Officer's Representative). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the Contracting Officer's Representative is sufficient. Notification should be by personal contact; however, advance notification may be by telephone, or in writing, and should be accomplished sufficiently in advance to allow scheduling of inspection forces. The purpose of the above precautions is to ensure construction inspection and recording of work proceedings.

3.5. The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

4. INVOICING AND PAYMENT

4.1. Properly prepared payment requests, bearing the contract number, shall be submitted in duplicate to the Contracting Office, 150sow.msc.rfprfq@us. af.mil on designated payment request forms provided at the pre-construction meeting PRIOR to submitting invoices in Wide Area Workflow (WAWF). This submission will be for review prior to submitting an electronic invoice through Wide Area Workflow (WAWF). See end of this Section for important information and codes needed. Payment will be made in accordance with FAR 52.232-5, Payments under Fixed-Price Construction Contracts, and FAR 52.232-27, Prompt Payment for Construction Contracts. All payments will be made by electronic funds transfer (EFT).

4.2. To meet compliance with DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports, invoices must be submitted through WAWF. For more information on the WAWF system, including how to register, visit piee.eb.mil. Payment will be made by the paying office specified in the contract award in accordance with the clauses Payments under Fixed-Price Construction Contracts, FAR 52.232-5, and Prompt Payment for Construction Contracts, FAR 52.232-27.

4.3. The Government will make payment through WAWF upon satisfactory completion of work AND receipt of a proper certification for payment. **Do not input an invoice into WAWF until the pre-approval of invoice is received from the contracting officer**. This will lessen the need for rejections in WAWF. Payment may be withheld unless all contractual requirements including but not limited to: receipt of proper weekly payrolls and Small Business Subcontracting Reports have been timely received.

4.4. All requests for payments through WAWF must include a Subcontractor Payment Register pursuant to FAR Clause 52.232-5 and a contractor's certification that reads as follows:

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

The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract; All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and requirements of Chapter 39 of Title 31, United States Code; This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from subcontractor or supplier in accordance with the terms and conditions of the subcontract; and This certification is not to be construed as final acceptance of a subcontractor's performance.

4.5. The Government will make payment upon satisfactory completion of work AND receipt of a proper certification for payment.

4.6. A release of claims is required for all final payment requests and shall be submitted by the contractor with the final invoice.

5. CONTRACT ADMINISTRATION

5.1. The contracting office of the New Mexico Air National Guard is the office having administrative jurisdiction over this contract for all matters. A list of the names and telephone numbers of the Government team comprising the contract administrator, Contracting Officer's Representative (COR), consultant, and point of contact at the project site will be provided at the post-award/pre-construction conference.

5.2. All correspondence shall be addressed to the Contracting Officer. A copy of all correspondence shall be furnished to the contracting officer's representative. Enclosures attached to or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall reference the contract name, contract number, project number, and project title, and shall have only one subject. For tracking purposes, a sequential numbering system should be used for all correspondence.

6. PAPERLESS CONTRACTING

6.1. The National Guard is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that to the maximum extent possible to include but not limited to correspondence, modification distribution, etc., to include specifications and drawings, will be issued using electronic methods, i.e., electronic mail (e-mail). Contractors shall have and maintain capability to receive documents in this manner.

6.2. Additionally, it is anticipated that within the life of this contract, other electronic processes will be enacted. These include, but are not limited to, electronic bidding/offers, change order proposals, and electronic invoicing. When implemented by the Contracting Officer, contractors shall participate fully in any of these new requirements at no additional cost to the Government.

7. TELEPHONE COMMUNICATIONS SECURITY MONITORING

All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel must be aware that telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, a DOD organization, they are subject to COMSEC procedures. The contractor shall assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DOD information.

8. UTILITY SERVICES

The Contracting Officer has determined that Government-operated utilities are adequate and will be furnished to the contractor without charge where existing outlets are available. The contractor is responsible for installing temporary service outlets, as necessary, at its expense in accordance with FAR 52.236-14, Availability and Use of Utility Services. The following utilities will be available: Electricity and Water.

9. PREPARATION OF MATERIAL APPROVAL SUBMITTALS

The contractor shall submit all materials and articles requiring approval, as required by FAR 52.236-5, Material and Workmanship. Submittals shall be made using AF Form 3000 or approved equal. Submittals shall be processed in accordance with the procedures in Section 01 33 00, Submittals. Submittals shall be given a distinct identification system by CLIN if multiple CLINs are applicable. Individual submittal documents shall not be comprised of items for more than one CLIN. Address for delivery of submittals will be provided at the post award/pre-construction conference. The contractor is reminded that an individual within the company who has authority to make the certification must sign the certification on the AF Form 3000.

10. WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

*10.1. A **weekly meeting** may be held with the Contractor, COR and Contracting Officer, if necessary, to discuss work progress, problems and potential change orders. The Contractor shall*

attend these meetings at no additional cost to the Government. Prior to beginning work on specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials; and use of approaches, corridors, stairways and similar means of passage.

10.1.1. In accordance with FAR Clause 52.236-15, "Schedules for Construction Contracts", the contractor shall, within five days after work commences on the contract, or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing features of work. A composite schedule for the overall contract shall also be provided. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the construction period will be rejected. Both the Contractor and the COR are required to provide monthly progress reports covering the period from notice to proceed through final inspection. Unless agreement cannot be made on the applicable percentage of progress a joint report will be submitted to the Contracting Officer. These reports shall track progress by CLIN; if the contract contains multiple CLINs, multiple schedules and reports will be required for payment purposes.

10.2. Additionally, for projects exceeding $1M, the contractor shall provide a project plan in commercially available network scheduling software that meets requirements of the specification to define work tasks and track progress. At least five days prior to work initiation, the contractor shall provide the Contracting Officer a copy of the plan that shall include definition of rescues. No work may start until the Contracting Officer approves the plan in writing.

*10.3. The Contractor shall prepare a work progress schedule required for completion of each of the various divisions of work. Updated plans and schedules showing work progress shall be provided **MONTHLY**. If there are possible deviations from the original plan, those must be noted and approved by the Contracting Officer before work changes are implemented. The schedule shall be submitted to the Contracting Officer, in the number of copies as directed. Reference Contract Clause FAR 52.236-15, Schedules for Construction Contracts.*

11. NOTICE OF COMPLETION OF CONSTRUCTION/PRE-FINAL AND FINAL INSPECTION

11.1. The contractor shall conduct a pre-final inspection in the presence of the Contracting Officer's Representative (COR) prior to the date scheduled for Final Inspection. Any discrepancies noted shall be corrected prior to Final Inspection.

11.2. The contractor shall request scheduling of a final inspection in writing to the Contracting Officer at least five (5) working days prior to the desired date or as otherwise negotiated with the Contracting Officer.

11.3. Civil Engineering personnel and the Contracting Officer will perform the Final Inspection in the presence of the contractor, and any discrepancies noted shall be corrected within the time specified by the Contracting Officer.

11.4. Final Inspection shall not constitute acceptance of a project unless so stipulated by issuance of a separate acceptance notice.

11.5. The contractor is cautioned to ensure they have completed adequate Quality Control reviews prior to scheduling pre-final or final inspections. In the event the Contracting Officer finds that the project is not ready for the applicable inspection (too many discrepancies), the contractor may be held liable for the costs of a repeat inspection. If the inspection involves A-E personnel these costs may include additional labor, travel and miscellaneous expenses.

12. DESIGNATION OF TECHNICAL REPRESENTATIVE

The Contracting Officer will appoint a qualified Contracting Officer's Representative (COR) for the purposes of technically administering the contract; however, all matters concerning this contract or any work ordered placed against this contract must first be approved by the Contracting Officer. This does not authorize anyone other than the Contracting Officer to commit changes in the terms and conditions of the contract.

13. CONTRACTOR STAFF AND EMPLOYEES

13.1. Prior to commencing on-site construction, the contractor shall provide the Contracting Officer with a telephone number and email address at which the contractor or his representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention.

13.2. Supervision. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.

13.3. Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable (FAR 52.236-5).

14. CONTRACTOR OFFICE AND STORAGE

14.1. Parking of contractor vehicles shall be restricted to the contractor's designed on-site area or the work area. The company name shall be prominently displayed on all construction vehicles parked on the job site.

14.2. Security of material storage areas on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of debris.

15. RECORD DRAWINGS

During construction of a project and on the job site, the contractor shall maintain a complete record of all changes and corrections from the layout shown on the drawings, if applicable. The contractor

shall enter such changes and corrections on contract or record drawings promptly and submit the "red line" drawings to the Contracting Officer upon completion of the project. The record drawings shall indicate all changes and corrections concerning the actual locations of all sub-surface utility lines. For the location of these lines and appurtenances to be determined in the event the surface opening or indictors become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. The Government does not guarantee the accuracy of existing record drawings; it is the contractor's responsibility to verify all as-built conditions.

16. VERIFICATION OF DIMENSIONS

The contractor shall be responsible for the coordination and proper relation of all aspects of the work. They shall field-verify all dimensions and advise the Contracting Officer of any discrepancies prior to proceeding with any phase of the work. Where exact locations are not given for the positioning of equipment and devices, they shall be positioned to permit easy access for maintenance and for removal and replacement of component parts.

17. SECURITY REQUIREMENTS

17.1. The contractor shall comply with all security regulations imposed by the base/post commander and/or agency occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.

17.2. It is expected that new security requirements to satisfy contractor personal identification requirements in Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," and Federal Information Processing Standards Publication (FIPS PUB) Number 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" are incorporated in the life of this contract. Contractor shall comply with all requirements, at no additional cost to the Government.

17.3. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

17.4. Contractors shall follow instructions provided by the Security Forces for access to Kirtland Air Force Base. If a gate pass is not granted to a contractor allowing the delivery of goods, execution of warranty support, or performance of services please contact the contracting officer. Be sure that all employees have the proper ID (driver's license, state ID, immigration card, U.S. Passport, etc.). If they do not have the proper ID, they will be turned away.

17.5. The Prime Contractor and all its subcontractors will be required to wear orange or lime colored safety vests while performing work on the installation.

17.6. U.S. Government will not be held liable for any delays or breach of contract caused by refusal of the Security Forces to allow entry.

17.7. All prospective contractors MUST be U.S. citizens or MUST have established and maintain legal residence in the U.S. and are authorized by the US government to work in the United States (i.e., Green card, worker authorization, etc.). All prospective contractors MUST have at least one form of U.S. government issued photo identification (driver's license, U.S. passport, U.S. work visa, etc.) for entry to the installation. Security Forces will review any questionable identification documents for determination as to whether said identification is authorized for access to the installation.

17.8. All prospective contractors/contractor employees, once it has been established that they maintain the appropriate credential as described in one above, are subject to a Criminal History Check.

17.9. Note: For the purposes of Contracting services, it is implied that, that all parties agree to a Criminal History Background Check once entered into any contract. Any documents that are provided and found fraudulent to include, but not limited to driver's licenses, contracting licenses, etc., will result in an arrest and potential termination for default from the contract. All contractors are subject to search in order to obtain entry onto the installation and while working on the installation. Any refusal to submit to a search of their person or vehicle will be deemed as an act of aggression against the installation and will be cause for dismissal from the installation and revocation of future privileges and installation access.

17.10. For Contractors that do not require CAC but require access to a DoD Facility and/or Installation. 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) (DODIO 2000.16V1_DAFI 31-145, DAFI 31-101 and DODM 5200.08v3_DAFMAN 31-101v3), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

18. REGULATIONS

18.1. The contractor shall comply with all applicable Federal, State, Local, DOD, National Guard Bureau, Army and Air Force regulations regarding safety, traffic control and fire prevention.

19. TRANSPORTATION, HANDLING AND STORAGE

19.1. The contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the contractor's name, contract number and project title. The contractor shall designate an authorized individual to be available to receive shipment. The Government will not provide storage other than that available at the project site.

19.2. Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs and shall be replaced in a condition

compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the contractor.

20. CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS

20.1. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the Contracting Officer or his designated representative. Upon completion of a project, the contractor shall ensure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the contract or by the Contracting Officer, disposal of debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off base. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area (i.e., on nearby runways, ramps or taxiways).

20.2. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the contractor. Disposal shall be in accordance with applicable state and local regulations.

21. ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall always be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law. Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

22. HAZARDOUS MATERIALS

22.1. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract.

22.2. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are

encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

23. POLLUTION ABATEMENT

23.1. All work shall be performed in a manner minimizing pollution of air, water and land as required.

23.2. Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarps must be fastened overload before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the contractor.

23.3. Burning of any material is strictly prohibited.

23.4. Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils, bitumen, acids or other harmful materials. Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto adjacent areas.

23.5. Flushing of concrete trucks is restricted to the location specifically designed for this purpose by the Contracting Officer's Representative.

23.6. Excess mortar, plaster or drywall materials shall not be disposed of on Government property. Water utilized for plastering or drywall equipment shall be disposed of in accordance with the instructions of the COR, and under no circumstances shall water be disposed of in areas which are planted or scheduled to be planted.

24. COORDINATION WITH GOVERNMENT ACTIVITIES

24.1. If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so must be requested in writing to the Contracting Officer five working days prior to commencing work on the planned interruption and shall be subject to Civil Engineering approval. Written requests for street closing shall be submitted for approval of the Civil Engineer five working days prior to closing the street.

24.2. Work in connection with this contract which requires utility outages, including electrical, water, gas, steam, etc., which will stop or limit (as determined by the Contracting Officer) normal activities in the building, construction area or other affected areas, shall be performed by the contractor at a time other than the regular work period of the organization occupying the facility. Work required by the contractor on a non-standard basis or at premium pay shall be done at no additional cost to the Government. Request for utility outages shall be submitted to the Civil Engineer, in writing five working days prior to commencing work and shall be subject to his/her approval.

24.3. Any temporary construction for facilities used by the contractor for preventing interruption of normal work activity or loss of utility services shall be subject to Contracting Officer's approval.

25. UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices, and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

26. PERFORMANCE EVALUATION OF CONTRACTOR

26.1. As a minimum, the contractor's performance will be evaluated upon final inspection. Any specific requirements for contract quality control and quality assurance by the Government personnel will be defined in the specifications. The contractor will be rated as outstanding, satisfactory or unsatisfactory in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety standards. The contractor will be notified of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to all DoD Contracting Officers for their future use.

26.2 Past Performance evaluations will be conducted via cpars.gov. It is the responsibility of the contractor to request access to this site.

27. CONTRACTOR QUALITY CONTROL

27.1. The contractor shall comply with the quality control provisions as specified herein. The Contractor shall perform all quality control inspection and/or testing required by this contract unless specifically designated to be performed by the Government. The quality control system consists of plans, workmanship, fabrication, construction, and operations that comply with contract requirements. The system shall cover construction operations, including fabrication both on-site and off-site, and shall be keyed to the proposed construction sequence. If the contractor fails to submit an acceptable quality control plan within the time herein prescribed, the Contracting Officer may refuse to allow construction to start if an acceptable interim plan is not furnished or may withhold funds from progress payments in accordance with the contract clause titled, "Payments under Fixed Price Construction Contracts", until such time as the contractor submits an acceptable final plan.

27.2. Quality Control Plan

27.2.1. General. Upon receipt of the Notice of Contract Award, the contractor's quality control plan (1 copy) shall be submitted for acceptance within the Statement of Work.

27.2.2. Acceptance. The Contracting Officer's Representative will review the quality control plan. The contractor shall make such changes and additions as necessary for clarity and completeness as requested by the Contracting Officer's Representative through the Contracting Officer. Acceptance of the contractor's plan is predicated on satisfactory performance during construction. Acceptance is conditional and the Government reserves the right to require the contractor to make changes in quality control plans, personnel and operations to correct deficiencies and to assure contract compliance.

27.2.3. Changes. When the contractor proposes changes in the quality control plan or implementation during construction, the Contracting Officer shall be notified in writing. The contractor shall implement no changes prior to acceptance in writing by the Contracting Officer.

28. SAFETY ASSURANCE

28.1. Compliance with Regulations. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and /or disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subpart A. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply. The Safety Manual is available at the following web site: https://www.usace.army.mil /Missions/Safety-and-Occupational-Health/Safety-and-Health-Requirements-Manual/.

28.2. Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government shall not be held liable for any actions on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.

28.2.1. Inspections, Tests and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers and others as required, shall be at the contractor's expense.

28.2.2. Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with applicable regulations.

28.2.3. Traffic Control Devices. The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administration's "Manual on Uniform Traffic Control Devices", latest edition available at http://mutcd.fhwa.dot.gov/ to ensure proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades and other traffic control devices and signs.

29. PRE-CONSTRUCTION CONFERENCE

Before work commences on this contract, the Contracting Officer will conduct a conference to acquaint the contractor with Government policies and procedures that are to be observed during

the execution of the work and to develop mutual understanding relative to the administration of the contract. Contractors and/or major subcontractors shall attend this meeting at no additional cost to the Government.

30. PARTNERING

The Government intends to encourage the formation of cohesive partnerships with the contractors on selected contracts. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule, and in accordance with the Plans and Specifications. This partnership between the contractor and the Government will be voluntary and its implementation will not be a part of the contract requirements, nor will it result in a change to the contract price or terms.

31. Reserved

32. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

32.1. This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather. For the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

32.1.1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

32.1.2. The unusually severe weather must cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

32.1.3. Weather delays will be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect consideration of these anticipated adverse weather delays in all weather-dependent activities.

32.1.4. Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily Contractor Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

32.1.5. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair-weather workdays, and issue a bilateral modification.

33. Reserved.

34. The Following is provided to assist in the subcontractor reporting required by 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

AGENCY CODE 57 TAS 3840