U.S. AIR FORCE
31ST FIGHTER WING
31ST CIVIL ENGINEER SQUADRON
AVIANO AIR BASE, ITALY

Terms and Conditions

Engineering Assistance and General Labor Enablement (EAGLE) Program

Construction Basic Ordering Agreement (BOA)

June 2026

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1 PROGRAM OVERVIEW

1.1 DESCRIPTION OF AGREEMENT

This Engineering Assistance and General Labor Enablement **(EAGLE)** is a Basic Ordering Agreement (BOA) and is a written instrument of understanding, negotiated between the United States Government and the Contractor to provide construction services (including systems and related supporting services) for a broad range of renovation and construction projects for the US Government. This agreement is **NOT A CONTRACT**. Construction to be furnished under these agreements will be ordered by issuing Task Orders. Work shall be defined in individual Task Orders and may consist of multiple disciplines in general construction categories. Work may include but is not limited to: maintenance, repair, alteration, mechanical, electrical, heating/air conditioning, plumbing, demolition, painting, flooring, paving and earth work for industrial/office buildings and/or infrastructure. The Contractor shall furnish all labor, equipment, material, manufactured articles, waste management and disposal, transportation, supervision, and all necessary items and required documentation (i.e. As-builds, Di.Co..etc..) to accomplish the repair/construction of each Task Order written under this agreement in a professional and workmanlike manner for all work that is defined for each project. Work locations include buy may not be limited to Aviano AB (including all external areas) and its Geographically Separated Units (GSUs) (Ghedi).

1.2 DESCRIPTION OF SERVICES.

The Basic Ordering Agreements (BOAs) will be utilized to execute a broad range of maintenance, repair and minor construction projects Aviano AB, Italy. These projects may include but not limited to tasks in a variety of trades such as demolition, site work, excavation, cast-in-place concrete, masonry, structural steel, electrical, mechanical (including HVAC), plumbing, painting, millwork, flooring, landscaping and general contracting work.

1.2.1. Only a CO from the 31st Contracting Squadron is authorized to place individual orders under this agreement.

1.2.2. Orders issued under this agreement become binding contracts upon express written acceptance of the TO by an authorized representative of the contractor.

1.2.3. Ordering Limitations. Individual orders under the agreement shall not exceed the Simplified Acquisition Threshold (SAT) of $350,000.00 (€299,000.00 Approximated).

1.2.4. Contractors who possess a Società Organismo di Attestazione (SOA) certification OG1 and will be eligible to bid on Task Orders over €150,000.00 (~ $176,500.00) up to the Simplified Acquisition Threshold (SAT) of $350,000.00 (~€299,000.00).

1.2.5. On and Off Ramp Procedures. The government reserves the right to add or remove contractors to the list of vendors that hold a current construction BOA. Any offeror capable of providing the technical and management capabilities necessary to execute orders for this BOA may be included at any time, given standard and statutory requirements are met. Inversely, offerors who regularly refuse to provide quotes, underperform, or fail to meet the terms of individual task orders may be removed from the list of BOA contractors.

1.2.6. The BOA program may include any and all offers who communicate interest and provide appropriate qualifying documentation. The Government reserves the right to utilize the same process in awarding the original BOAs to make additional awards. Subsequent agreements shall include ordering periods concurrent with the current BOAs.

2 DEFINITIONS

2.1. Contracting Officer (CO): The *Contracting Officer* refers to a person with the authority to enter into, administer, change and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the contracting officer.

2.2. Contracting Officer Representative (COR): The cognizant Base Civil Engineer Squadron will represent the CO while inspecting works being accomplished and accepting completed construction works. This designation in no way authorizes anyone other than the CO to commit the Government to changes in the terms and conditions of the contract.

2.3. Task Order (TO): A TO is an order placed against an established contract/agreement, which may contain the general requirements and parameters of a proposed project. Included with the TO a Statement of Work that defines specific technical requirements for the project or a Statement of Objectives that describes the required work in more general terms allowing the Contractor the ability to provide their own Statement of Work will be provided. A TO may also include information such as budget limitations. Orders issued under this agreement will be considered a binding contract upon acceptance by the Contractor. Acceptance will occur by signature on the TO documentation.

2.4. Statement of Work (SOW): SOWs are written descriptions documenting work required by each Government TO. They may be provided by the Government or prepared by the Contractor, depending on the individual TO. Included in the SOW are the specific technical requirements for the project.

2.5. Statement of Objectives (SOO): A SOO is the initial document, with drawings where applicable, provided to the Contractor by the Government outlining the overall performance objectives to be completed. It is used in solicitations when the Government intends to provide the maximum flexibility to each offeror to propose an innovative approach.

2.6. Site drawings: Site drawings are plans and details as required by the task order.

2.7. Structural drawings: Structural drawings are plans, details, and connections as required by the task order.

2.8. AF Form 66 (AF66), *Schedule of Material Submittals*: An AF66 listing all required submittal items will be included with the project documents (drawings, specifications, submittals, reports, etc.). The AF66 will identify when these items need to be submitted relative to the phases of construction (i.e. prior to the start of construction, during turnover, et). All submittals identified on the AF66 shall be electronically submitted on an Air Force Form 3000, *Material Approval Submittal*.

2.9. Site Superintendent. The Contractor shall assign a dedicated Site Superintendent for each awarded Task Order to manage operations at the work site. The Superintendent shall be the Contractor's authorized representative with the responsibility for quality, production, and safety for each TO. The individual must be familiar with the Host Nation Safety requirements and regulations of the D.Lgs. 81/2008(Testo Unico sulla Salute e Sicurezza sul Lavoro and have experience in the areas of hazard identification and safety/environment. The Superintendent is primarily responsible for managing and coordinating day-to-day production and schedule adherence on the project. The Superintendent may

be required to attend periodic project meetings. The Superintendent must be on-site at all times while work is ongoing until the work is completed and accepted. The Superintendent shall be able to obtain unescorted access to Aviano AB locations and its GSUs.

2.10. Program Manager. Assign a Program Manager with the responsibility for the overall management of all TO projects under the BOA. The BOA Portfolio Manager should be able to obtain unescorted access to Aviano AB.

2.11. Non-Compliance Works. Non-compliant works are completed or in-process works that do not comply with one or more standards. The CO may issue an order suspending all or part of the work for any awarded TO until satisfactory corrective action has been taken in accordance with RFO clause 52.249-10, Default (Fixed-Price Construction). No part of the time lost due to such suspending orders is acceptable as the subject of claim for extension of time or for excess costs or damages.

3 CONTRACTOR OPERATIONS

3.1 CONTRACTOR ACCESS

The contractor is required to submit a roster of all employees who will require access to the installation within 5 days of issuance of an agreement/award. The roster shall include the full name, current address, date of birth of all contract personnel that will require access. Additionally, individuals must submit their Identification Documents with appropriate issue and expiration dates as well as vehicles information. Please note that unescorted base passes may take up to 30 calendars days to process.

3.2.1. U.S. Government will provide coordination for Contractor's vehicles, personnel and equipment to enter Aviano Air Base.

3.2.2. At all times while on Base, all personnel shall comply with the applicable installation's security regulations and shall obey the security instructions and procedures given by the military security personnel, including (but not limited to) occasional operational requirements, real world activities, or emergencies.

3.2.3. The Contractor shall comply with all Aviano Air Base policies regarding entry to the installation, rules of the road, contingency operations compliance, and photography prohibitions. Contractor employees are only authorized to entry the Installation for the purpose of work under this contract and are not authorized in other facilities or areas without prior U.S. Government authorization.

3.2.4. The Contractor shall obtain all necessary entry pass badges (LVIS Gate) for all working personnel, as well as any other item required for access to perform contract works at Aviano Air Base. The Contractor shall submit requests for passes and base pass renewal in due time as per LVIS Gate directions to ensure there is no disruption of works.

3.2.5. The Contractor is responsible for returning identification cards and other credentials or items issued by the U.S. Government upon the termination of employees or upon the termination of the contract and prior to final payment.

3.2.6. The Contractor is also informed that entry requirements might be subject to changes due to specific situations. For this reason, the Contractor should plan any potential delay because of increased and ever-changing security procedures. U.S. Government will not be responsible for providing material or manpower for these activities and will not be held liable for unproductive time and other related costs due to delays for unannounced suspension of work due to military operations, exercises and/or for security reasons.

3.1.1. Hours of Operation. The Contractor must perform all works under this agreement between 07:30 – 16:30 Mon – Fri unless specified differently in SOW for each task order. Daily at approximately 17:00 hours, retreat is played. Both Italian and USA national anthems will be played across the base. All personnel are required to acknowledge. You must stop driving, walking and talking on mobile devices. You can continue with your business when the music ends.

- The Contractor may find it necessary to deviate from these hours to ensure timely completion of the work at no additional cost to the Government. If it is deemed necessary, the Contractor must request from the Contracting Officer at least two days prior. It may not be possible to work outside of normal hours and the contractor should not plan on it being automatically approved.

3.1.2. Holidays: If schedule works falls on an observed Italian or U.S holiday, approval is required from the Contracting Officer at least two days prior.

3.1.3. Schedule of Work may be negotiated between the CO and the contractor during the solicitation process. In the event of any emergency, intense operational demands, adverse wind conditions, or other unforeseen difficulties, the contractor may be required to discontinue all work at locations in the aircraft operational area. The contractor shall notify the CO or technical representative of any changes prior to the start time of each day's work.

3.1.4. All base traffic must comply with the speed limits that has been set out in various areas and in compliance with Italian "Codice della Strada".

3.1.5. All Contractor vehicles and delivery vehicles must report to gate 8 (LVIS gate).

3.1.6. Site Superintendent: The Contractor is responsible for providing a fully qualified Superintendent for each construction project and the Contractor must provide names of the Superintendent to the CO in writing before contract performance begins. The Superintendent must be have safety training in accordance with Italian Legislative Decree 81/2008 (Testo Unico sulla Sicurezza). The Superintendent must be able to communicate in the English language in both reading and writing and must be able to speak coherently. The Superintendent is responsible for management and coordination of the contract and is the primary point of contact with Government representatives when visiting the construction site. The Superintendent must have full authority to act for the Contractor on matters relating to the daily operation of the contract. The Superintendent must have complete knowledge and understanding of the SOW and all facets of works. The Superintendent is responsible for Health and Safety on site during the construction period. The Superintendent will have responsibility for first aid on site during the construction period. The Superintendent must have full supervisory authority over workers and/or subcontractors on site.

3.1.7. Project/Site Superintendent and Program Manager: At a minimum, shall obtain escort privileges to escort workers required to access project sites, if the Program Manager intends to be the Superintended as well, they must fulfill the "on-site at all times" requirement.

3.1.8 Roster: The Contractor must provide a complete roster of all personnel working on these requirements prior to commencing work. Roster must include names, trade specialty, date of birth, phone number, and official identification number. The Contractor must notify the Contracting Officer and Construction Inspector of any changes to the list in writing. All new personnel must possess and demonstrate the qualifications that are equal or above the qualifications of the personnel being replaced.

3.1.9. The contractor is ultimately responsible for returning all employee base passes to the CO or COR if employees are terminated or no longer employed for this agreement.

3.2 RESTRICTED/CONTROLLED AREAS

3.2.1. Works within restricted/controlled areas shall require Contractor's personnel compliance with various levels of security and entry control procedures. The Contractor shall ensure all Contractor's employees performing works in secured areas are subject to the necessary control checks and always comply with the applicable regulations for this type of area.

3.2.2. The U.S. Government will not be held liable for unproductive time and other related costs due to the delays in access/exit, to/from the restricted areas or unannounced and immediate suspension of the work due to military operations and/or exercises or safety reasons.

3.2.3. The U.S. Government will only negotiate an equitable extension of the performance period based on documented delays and unannounced suspension of work.

3.2.4 The access to restricted areas will be guaranteed by the Government Escort Program. An escort will be assigned for the entire duration of the work.

3.3 VEHICLES

Contractor's vehicles shall be always maintained in a safe and operational condition while on Aviano Air Base, as well as being compliant with documents required by law.

- Contractor's vehicles and drivers shall comply with all installation's road traffic regulations.
- The Contractor shall provide a haul route plan for approval by C.O. For road detour/closures the Contractor shall submit a written request to the Contracting Officer or his authorized representative for approval four (4) weeks prior to his scheduled starting of work.
- All vehicles used by the Contractor for this project might be weighed at U.S. Governments' decision.
- Parking of Contractor's vehicles shall not interfere with and shall have a limited impact on Aviano Air Base's activities.
- Trucks loaded with loose material that can create a dust, debris or falling hazard shall be properly secured and covered.
- All roads shall be always maintained free of debris. The Contractor is responsible for ensuring all haul routes and site access areas are maintained in a clean and orderly fashion, free from mud, debris and clutter.
- Special consideration must be given to haul routes that cross active taxiways. No debris at these locations shall be tolerated. The Contractor shall sweep these areas continuously if material deliveries are being made.

3.3.1 Seatbelts. The use of seatbelts by all vehicle operators and passengers is mandatory on all Aviano AB installations. On Aviano AB installations, vehicle operator and passengers not wearing their seatbelt will be issued a traffic citation and may lose on-base driving privileges.

3.3.2. Cell Phones. Use of cell phones while driving on Aviano AB is prohibited unless utilizing a hands-free device.

3.3.3 Trucking and roads. Trucks loaded with loose material that can create a dust, debris or falling hazard shall be secured and covered. Fasten suitable cover, such as tarpaulin, over the load before entering surrounding streets. The Contractor is solely responsible for spillage from their vehicles and such spillage shall be cleaned up immediately. All roads shall be maintained free of debris at all times. The Contractor is responsible for ensuring all haul routes and site access areas are maintained in a clean and orderly fashion, free from mud, debris and clutter at all times. Special consideration must be given to haul routes that cross active taxiways. No amount of debris at these locations shall be tolerated. The Contractor shall sweep these areas continuously as long as material deliveries are being made.

3.4 PARKING

Contractor or Contractor's employees, including subcontractors, shall obey all traffic laws on installation. The Contractor shall park all vehicles, including heavy equipment vehicles, only in unobtrusive locations within the fence line of the construction site or lay-down areas. Every effort must be made to avoid parking vehicles or heavy equipment where it can be easily observed by the public. The Contractor shall not park outside the construction zone unless approved through C.O. The Contractor shall clearly identify their vehicles through the use of company logos or signs on their vehicles.

3.5 PHYSICAL SECURITY

The Contractor shall be responsible for safeguarding all Government property in the work area. At close of each period, facilities and equipment shall be secured.

3.5.1 Key Control. The Contractor could be required to perform work in an unoccupied facility. The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No key issued to the Contactor by the Government shall be duplicated. It is the responsibility of the Contractor to prohibit the use of keys issued by the Government by any persons other than the contractor's employees. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the contractor's employees to permit entrance of persons other than contractors employees.

3.6 GENERAL INFORMATION

The Contractor is informed that any infrastructure-related information (in particular, but not limited to, about buildings, systems, components, utilities, roads, etc.) is not authorized to be disclosed or misused, otherwise potentially resulting in disciplinary action, criminal and/or civil penalties.

4 SAFETY/HEALTH REQUIREMENTS

4.1 LAW COMPLIANCE

Contractor's personnel, as well as any autonomous worker engaged in the performance of this project, shall strictly observe at any time all applicable safety laws and regulations, in particular (but not limited to) Italian law D.Lgs. 81/2008 (and any subsequent modification and integration).

The Contractor shall make sure that all personnel involved in the execution of the project follows safe work procedures at any time while performing works, within a safe work zone and by utilizing proper signage. The Contractor is also responsible for adopting any required provisional work for the execution of the project in a workmanlike manner.

The Contractor shall conform to base regulations and directives pertaining to security, safety, traffic, fire and personnel clearances, insofar as they pertain to the Contractor's activities as directed by the CO. Contractor employees and visitors are subject to the same restrictions as government personnel. Some of these are noted in the following paragraphs.

Contractors must be registered with the Camera di Commercio and provide proof of certification for the applicable system categories defined by Italian Ministerial Decree 37/2008 (Installazione e conformita' impianti), and any subsequent modification and integration, prior to performing work on Government systems.

Subcontracting may be authorized by the CO under specific conditions on a case-by-case basis, provided they comply with applicable Italian laws.

4.2 SAFETY AND HEALTH PROGRAM

The Contractor shall develop and maintain a Safety and Occupational Health Program which meets all applicable Aviano Air Base's and Italian laws and standards, including (but not limited to) the requirements outlined in the AFI "Air Force Occupational Safety, Fire, and Health Standards", DAFMAN 91-203, and Italian law D.Lgs. 81/2008 (and any subsequent modification and integration).

4.3 TRAINING

Contractor shall ensure that all the employees (including any sub-Contractor and any autonomous worker) are properly equipped, trained and qualified to perform their job from a technical-professional standpoint.

The Contractor shall ensure safety trainings to the working personnel, including emergency maneuver trainings (such as the ones about first aid and firefighting).

Contractor will provide to the U.S. Government all training certificates related to above requirements; at any certificate's expiration date, the Contractor shall provide refresher documents; this applies to all the working personnel involved in the works.

4.4 SAFETY EQUIPMENT

The Contractor shall ensure that all the workers involved in this project wear and utilize proper safety equipment in accordance with applicable laws and regulations, in particular (but not limited to) Personal Protective Equipment (PPE) and clothing during their job.

4.5 SAFETY AND COORDINATION PLAN

If required, a site-specific Safety and Coordination Plan (PSC, Piano di Sicurezza e Coordinamento) shall be developed in accordance with Italian law D.Lgs. 81/2008 (and any subsequent modification and integration).

4.6 SAFETY BRIEFING

During the pre-construction meeting and prior to starting any activity, the Contractor will attend a safety briefing held by an Aviano Air Base's Ground Safety Office's representative (31 FW/SEG, 31FW.SEG@us.af.mil) about applicable safety regulations of the installation. Electronic copies of any safety-related documentation shall be transmitted to 31FW.SEG@us.af.mil.

4.7 INTERFERENTIAL RISKS

Prior to starting any activity, Prevention and Protection Office of Aviano Air Base (31 FW/CCPP, 31FW.CCPP.DUVRI@us.af.mil) shall be contacted by the Contractor to fulfill the requirements of article 26 of Italian law D.Lgs. 81/2008 (and any subsequent modification and integration), in particular (but not limited to) to consolidate the Italian Risk Assessment Document for Interferential Risks (DUVRI, Documento Unico di Valutazione dei Rischi da Interferenze).

The Contractor must promptly notify the U.S. Government Contracting Officer and CE representative (hereafter referred to as the U.S. Government) of any adverse safety or occupational health conditions affecting their employees, U.S. Government personnel, or property during the performance of work. A written report describing the incident must be submitted to the U.S. Government Contracting Officer within two working days of the occurrence. In the event of life-threatening injuries, the Contractor shall immediately contact emergency services. Emergency service contact information and phone numbers will be provided after the contract is awarded.

4.8 PROMPT REPORT OF INJURIES, ACCIDENTS, AND/OR DAMAGES

If Contractor's employees and/or U.S. Government customers are injured and/or Government assets are damaged, the Contractor shall promptly inform the U.S. Government.

A verbal report of each occurrence of damage to Government property and/or of an accident resulting in death, injury, and/or occupational disease, and/or adverse environmental impact shall be provided to the Contracting Officer as soon as possible.

A completed copy of required Accident Investigation Reports shall be provided to the Contracting Officer within five calendar days from each occurrence if not possible to inform the Contracting Officer immediately. If injuries are life-threatening, the Contractor shall immediately contact either the

corresponding local emergency responders or the on-Base emergency responders via phone (+39 0434 301911).

4.9 ALCOHOL, SMOKE AND DRUG PROHIBITION

4.9.1 Alcohol and drugs. Consumption of and/or being under the influence of alcohol (to include smelling of alcohol) or drugs while on duty is strictly prohibited. At the direction of the Contracting Officer, Contractor's personnel found to be or suspected to be under the influence of alcohol or drugs during duty will be immediately removed from duty. Upon notification, the Contractor shall provide a qualified replacement immediately and at no additional costs to the U.S. Government.

4.9.1 Smoking. Smoking is permitted in designated, outside smoking areas only. No smoking will be allowed within any base facility or construction site except in designated, outside smoking areas.

4.9.3. Firearms. No firearms are allowed to be brought onto Aviano AB Installations. By accepting a vehicle pass, each person gives their consent to a search of their vehicle while it is entering/leaving or on Aviano AB installations.

5 WORKSITE CONSIDERATIONS

5.1 PRESERVATION OF EXISTING CONDITIONS

The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, grass) on or adjacent to the work site, which are not to be removed, and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized by C.O. to do so and shall avoid damaging vegetation that will remain in place. If there are any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound, then manage waste disposal. The Contractor shall return all areas disturbed during construction to their original condition before final acceptance by the base.

5.2 PROCEDURES AND WORK PHASES

Prior to starting any work, the Contractor shall submit a Work Plan and the Schedule for approval by the Contracting Officer.

Contractor shall perform independent assessments of all utilities and systems; available documentation might be incomplete or inaccurate.

The Contractor shall be available to participate (at his own expenses) to technical meetings during any phase of the works upon written call by the U.S. Government and in any case for justified reasons (such as, but not limited to, clarifications, on-field problems, modifications, delivery of documentation, etc.).

5.3 SALVAGEABLE MATERIALS

If in the contract there are materials and equipment indicated to be removed, stored and subsequently reinstalled, it shall be the responsibility of the Contractor to remove salvageable items with maximum care to avoid any damages; and to transport them to the storage areas as indicated by the Contracting Officer's Technical Representative. It shall be the responsibility of the Contractor to provide containers for material disposal and/or transportation of the salvageable items. All discarded materials shall be transported to an authorized public dump site by the Regional and National Regulation according to the typology of the related material. Transportation of discarded materials shall be extended, to an authorized dump site, even if the dump site is located outside the authority limits of the Aviano Municipality.

5.4 WORK SITE CONDITIONS

The work areas shall be made available to the Contractor as follows:

a. Building Location: Works will be performed at Aviano AB installation and its external areas and GSUs, usually in no-restricted areas. Contractor shall strictly comply with the Contracting Officer's instructions. Delays may happen when the Contractor will enter the areas due to military operations or exercises. In this case the unproductive time will not be at the expense of the USA Government. In case of work required in restricted areas, a proper escorting coordination is required.

b. Administrative Containers: Containers required on site for administrative reasons (office space, conference space, break room) must be in like new condition and painted a color which coordinates with the base architectural plan and is approved by C.O., unless it is hidden by the opaque fencing material. Administrative containers in need of painting and / or repairs or that are in an unsightly condition will not be allowed at the project site. A nameplate, no greater than 0.5 meters X 0.5 meters in size, shall be displayed on the exterior of all trailers which list the name of the contractor's company, 24-hours Contractor's point(s) of contact (POC) and telephone number where they can be reached.
c. Material Storage: Storage containers will be in like new condition and painted a color which coordinates with the base architectural plan and is approved by C.O., if it is not hidden by the opaque fencing material. Contractor shall display a nameplate on the exterior of all storage units with the name of the Contractor's company, the Contractor's point(s) of contact (POC) and telephone number where they can be reached. Storage of materials at the work site is at Contractor's risk. The Contractor shall not use any area(s) for material or equipment storage that has not been approved by C.O.
d. Loading and Unloading of Construction Materials and Equipment: Unloading of materials will be allowed within the fenced work area. Contractor's personnel, vehicles and equipment must not obstruct access roads to other buildings. Temporary parking of vehicles, for loading or unloading materials and equipment is permitted in the proximity of the work area; unless such operations will obstruct traffic flow.
e. Housekeeping and Site Cleanup: At the end of each working day, the Contractor shall be responsible for cleaning the area surrounding the building involved in the work. Since the adjacent buildings are used every day, the Contractor shall provide that the surrounding areas are kept constantly clean and accessible, completely safe, and that the facilities are not in any way aesthetically damaged, even temporarily. Such functions include disposal of accumulated waste materials and rubbish and other operations necessary to present a neat appearance at all times. Grass within the construction sites and material storage areas shall never exceed 10 cm in height. All rubbish and waste materials shall be placed in Contractor furnished containers. Contractors shall ensure all light weight debris at the construction site is properly secured in waste receptacles so that it does not blow to another area or onto the airfield. During the laying of asphalt roads, streets and/or parking surfaces, areas soiled by residual asphalt shall be cleaned the same day.

5.5 PERMITS

5.1. Digging permits (AF 103) must be obtained prior to any digging, drilling or any excavation work. Contractor shall complete and submit a written request 21 days in advance of the requested digging permit to the AF Work Management website through the applicable CES Construction Manager. A digging permit for a specified area of excavation expires 30 days after the issue date; the Contractor must re-apply for a new permit to perform excavation in the area if the excavation was not started within the 30-day period. It should be noted that the AF 103 should not be relied upon as a design preparation aid or tool. All contractors are expected to conduct their own site investigations.

5.1.2. Permits will identify all underground utilities of the designated area. Contractor shall be responsible for all repairs, costs, and damages due to excavating without permit or damaging an identified utility.

5.2. Utility Outage Permit. Contractor shall complete and submit a written request 21 days in advance of the requested utilities outages permit to the AF Work Management website through the applicable CES Construction Manager. The request shall include the utility service to be affected, proposed date, proposed time, and outage duration. After submitting the request to the government, the Contractor must

receive approval from the government prior to schedule a utility outage. If any questions on how to complete this form persist the COR can assist the contractor with this permit.

5.3. Hot Work Permits. Contractor shall obtain a Hot Work Permit for any welding, burning, abrasive blasting, hot-riveting, or other fire-producing or spark-producing operations every 30 days. Contractor shall contact the appropriate Aviano AB Fire and Emergency Services Fire Protection Element to request the permit. No form required for the request. Contact the CO/COR for additional information.

5.3.1. The Hot Work Permit will be issued by the appropriate Aviano AB installation's Fire and Emergency Services. Air Force Form 592, will be issued by the cognizant installation's Fire and Emergency Services once the permit is approved. Permits expires in 30 days, so if work will be extended beyond 30 day period the Contractor must contact the cognizant installation's Fire and Emergency Services to re-issue a new permit.

5.4. Road Closure Approval Requests: Road closings or restrictions will not be permitted without approval. To get approval for a proposed road closure Contractor must submit a traffic control plan to the CO 30 days in advance, or a minimum set amount of time as stated in individual TO.

5.4.1. The Contractor traffic control plan will include each section of road that will be worked on or impacted as a result of this contract.

5.4.2. Contractor will provide traffic control signs, lights and barricades as needed for all street widening and extensions. At least one lane of traffic must be maintained at all times unless otherwise approved by the CO.

5.5. The Contractor shall minimize environmental pollution and damage during the course of the contract. The control of environmental pollution and damage requires consideration of land, water, and air resources. The environmental resources within the project boundaries and those affected outside the work area shall be protected during the entire duration of this contract.

5.5.1. Removal. Unless otherwise specified and insofar as is practicable, items and materials shall be removed in a manner inverse to that used in the placing of the items and materials in the structure(s). Care shall be taken during removal operations to prevent any unnecessary damage to the building. Any unnecessary damage to the building(s) resulting from the Contractor's operations shall be repaired at the expense of the Contractor and to the satisfaction of the CO. The Contractor shall carefully remove, store, and protect all items scheduled for reinstallation.

5.5.2. Disposal. All waste (i.e. rubbish, debris, equipment, liquids, gases…etc) shall be removed from Government property daily, unless otherwise directed, to avoid accumulation at the site. Materials that cannot be removed daily shall be stored in areas specified by the CO. Concrete, masonry, and other noncombustible material, and combustible material, shall be disposed of off the site unless otherwise specified. Remove and transport debris in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall include the submission of Consignment/Waste disposal certificates for all waste removed from the worksite.

5.6. Risk Assessments. Employers, employees and the self-employed must identify the hazards involved with their work, employers should pass on information about significant risks and the steps they have taken to control the risks, even when they employ less than five people. Risk Assessments should focus on the identification, elimination and management of risks. They should identify hazards, decide who might be

harmed and how, evaluate the risks and decide on precautions to reduce or eliminate the risk, record significant findings and review the assessment and update when necessary.

5.6 NOISE CONTROL

The Contractor shall comply with all applicable country, local, and installation laws, ordinances, and regulations relative to noise control, to include applicable base quiet hours.

5.7 LAWN MAINTENANCE

Grassy areas disturbed by any type of construction work including storage, equipment staging, and material delivery areas shall be sodded, or hydro-seeded, where required by CE. Sodding, or hydroseeding, damaged areas should be accomplished at the earliest planting season possible. Contractor shall be responsible for the successful growth and maintenance of all sodded, or seeded, areas under this contract for a period of thirty (30) days or three mowings after final acceptance of the work. All grass, shrubbery, and ornamental plants Within seven (7) workdays of actual completion of work at contract site, the Contractor shall prepare all disturbed areas inside and outside of the fenced site for sodding, or hydro-seeding, as provided in contract specifications. Contractors shall restore the site to a condition and appearance equal to or better than existing before the work occurred. Such restoration work will not be considered complete, and the facility not accepted, until approved by BCE. Additionally, no seeding shall be authorized for lawn establishment, whether new, or for restoration purposes unless specifically authorized by C.O.

5.8 WORKSITE RESTORATION

5.8.1 Lawn Establishment. Within seven (7) workdays of actual completion of work at contract site, the Contractor shall prepare all disturbed areas inside and outside of the fenced site for sodding, or hydro-seeding, as provided in contract specifications. Contractor shall restore the site to a condition and appearance equal to or better than existing before the work occurred. Such restoration work will not be considered complete, and the facility not accepted, until approved by BCE. Additionally, no seeding shall be authorized for lawn establishment, whether new, or for restoration purposes unless specifically authorized by C.O.

5.8.2. Construction site. All Contractor owned items such as, but not limited to, stakes, traffic/safety cones, barriers, warning tape, erosion control fences, that are erected during construction, shall be removed entirely after completion of project and within five (5) days of Government acceptance of the project site. The Contractor, at his own expense, shall return to the site to remove any items left at or near the project site after this time period. All trailers, equipment/storage units, residual construction materials shall be removed also within five (5) days of Government acceptance of the project site.

5.9 HAZARDOUS WASTE AND HAZARDOUS MATERIALS

Prior to bringing any hazardous material into the base, the Contractor must contact BCE to coordinate the storage and handling of all hazardous materials. Contractor is responsible for complying with all applicable Environmental regulations and laws pertaining to the storage, handling, and transportation of hazardous materials and hazardous waste.

- Hazardous materials: The Contractor shall identify all hazardous materials required for completion of the project.
- Safety Data Sheets: The Contractor shall furnish English language versions of the Safety Data Sheets (SDS) of hazardous materials, chemical, toxic, and noxious, that will be used in the construction work, to 31st CES/CEIE for approval and coordination through SEG and SGPB. The Contracting Officer will provide sample of the SDS form to the Contractor.
- Hazardous Waste Management Plan: The Contractor shall provide a hazardous waste management plan.
- Chemicals Materials: The Contractor shall ensure that hazardous materials utilized during construction do not contain any chemicals listed as EPA 17 toxins. A list of the EPA 17 toxins con be obtained from the 31st CES/CEIE office.
- Liquid, flammable or toxic substances: Any liquid, flammable, or any other toxic substances that are required for the execution of the works, shall be kept in properly labeled, special containers.
- Relative data (quantity, characteristics and location) shall be transmitted to 31st CES/CEF or 31st CES/CEIE through the Director of Works.
- Asbestos Containing Materials: Asbestos containing materials could be encountered during demolition work. It shall be the responsibility of the Contractor to handle and dispose asbestos containing materials in the appropriate manner, as prescribed by Italian Law, governing the handling of such materials, and to provide all required documentation and related coordination to obtain the necessary authorizations. Removal, handling and disposal of asbestos containing materials shall be in compliance with Local Regulations.

6 ORDERING PROCEDURES

6.1 GENERAL.

6.1.1 PAPERLESS INITIATIVES.

The US Air Force is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that all documents associated with these Construction BOAs will be issued using electronic methods, i.e., the internet, email, etc. to the maximum extent practical. Contractors shall obtain and maintain capability to receive documents in this manner consistent with common commercial practices as technology evolves during the life of this agreement.

6.1.2 PRICING.

All Task Orders (TO) shall be issued on a Firm-Fixed Price (FFP) basis Euro.

6.1.3 INTERCHANGES.

The Government intends to award without interchanges but reserves the right to conduct interchanges if deemed in the Government's best interest. The purpose of interchanges are to correct deficiencies in a contractor's proposal. Interchanges may result in an otherwise unacceptable proposal being made acceptable.

6.1.4 CLARIFICATIONS.

Clarifications are to resolve minor or clerical errors in a proposal. Clarifications can occur at any time during proposal evaluation but cannot correct significant deficiencies. Clarifications are not interchanges. Clarifications cannot result in an otherwise unacceptable proposal being made technically acceptable.

6.1.5 PROPOSAL PREPARATION COSTS.

The contractor shall assume all costs associated with preparation of proposals for TO awards and/or any modifications under this contract. The Government will not reimburse contractors for proposal preparations costs as a direct charge.

6.2 FAIR OPPORTUNITY.

The procedures for selecting contractors for task order awards under this agreement are governed RFO 16.703 and its supplements. For each task order, the ordering Contracting Officer (CO) will initiate the fair opportunity selection process by sending a Task Order Proposal Request (TOPR) letter and attachments (hereafter referred to as the TOPR package) to each of the BOA contractors via direct electronic communication, typically via email. The TOPR will include, at a minimum, the following information:

- Proposal due date/time and name/email address of POC, to submit proposal to;

- Project specific statement of work with location of construction;
- Other requirement documents such as drawings and/or appendices;
- Period of performance;
- Funding availability statement;
- Magnitude of construction;
- Any additional clauses that may be needed.

6.2.1 EXCEPTION TO FAIR OPPORTUNITY.

The ordering CO will provide all BOA holders a "fair opportunity" to be considered for each order unless one or more of the conditions below apply:

- Only one responsible source and no other supplies or services will satisfy agency requirements.
- Unusual and compelling urgency.
- Industrial mobilization; engineering, developmental, or research capability; or expert services.
- International agreement.
- Authorized or required by statute.
- National security.
- Public interest.

6.3 FAIR OPPORTUNITY SELECTION PROCESS.

Orders shall be placed on the basis of best value to the Government. Best value is achieved by use of one of the following procedures:

6.3.1 LOW PRICED TECHNICALLY ACCEPTABLE (LPTA).

The LPTA procedure is where best value is expected to result from selection of the technically acceptable proposal with the lowest total evaluated price. The term "technical", as used herein, refers to all non-price factors other than past performance. More than one "technical" factor can be used and titled to the match the specific evaluation criteria appropriate for the construction project.

6.3.1.1. The TOPR shall describe the minimum requirements that will be used to determine the acceptability of the proposal.

6.3.1.2. All factors other than price are evaluated on an "acceptable" or "unacceptable" basis. All factors must receive an acceptable rating to be considered technically acceptable and eligible for award.

6.3.1.3. All proposal that are determined technically acceptable are treated equally and will be ranked by total evaluated price from lowest to highest. Beginning with the lowest total evaluated priced offer, price will be evaluated using one or more of the proposal analysis techniques described in RFO15.404. The proposed price will be evaluated for:

- Completeness. All price information required by the TOPR has been submitted, to include option pricing when applicable.
- Reasonableness. The degree to which the proposed prices compare to the price a reasonable

prudent person would expect to incur for the same or similar services.

- Balance. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more price elements, including profit and overhead, is significantly overstated or understated as indicated by the application of cost or price analysis techniques from RFO 15.404.

6.3.1.4. If an offeror's proposal is rejected for any reason regarding price, the evaluation process will be repeated with the next lowest offeror until an offer is selected for award. The process will continue until the apparent successful offer is evaluated for price and is determined fair and reasonable and not unbalanced to the point that poses an unacceptable risk to the Government.

6.3.2 TRADEOFFS.

This procedure permits tradeoffs between price and non-price evaluation factors and allows the Government to award the task order to other than the lowest priced offer.

6.3.2.1. If the Government decides to issue the TOPR as a tradeoff procedure, award factors will vary depending on the unique requirements of each construction project.

6.3.2.2. All evaluation factors and significant sub-factors that will affect contract award along with their relative importance shall be clearly stated in the TOPR. The following criteria may be evaluated, in addition to price:

- Past performance under this basic ordering agreement or other contracts including:
  - Quality of construction
  - Compliance with schedule requirements
  - Relevant experience
  - Cost growth
- The contractor's demonstrated technical understanding of the work
- The most efficient and effective plan to accomplish the work.
- Rationale for proposed materials, type and quantities.

6.4 PROPOSAL SUBMISSION PROCESS.

The Contractor's proposal shall be submitted to the ordering CO on or before the time and date specified in the TOPR package. The Contractor's proposal shall include the following information as well as any additional information, requested in the TOPR package:

- Cover letter acknowledging all amendments and stating proposal acceptance period at least as long as requested in the SOW.
- Completed Bid Schedule with pricing for each CLIN as requested in the TOPR package.
- Technical proposal if required.
- Self-Certification acknowledgement.
- Contractors may be required to submit past performance information in response to a TOPR.

The US Government will not pay for proposals submitted under this agreement. The Contractor's proposal shall be submitted to the ordering CO on or before the time and date specified in the TOPR package.

6.5 PROPOSAL EVALUATION PROCESS.

The Government will evaluate proposals against the selection criteria specified in the TOPR and will award to the offeror whose proposal is deemed most advantageous to the Government based upon an integrated assessment using the evaluation criteria established in the TOPR. The Contracting Officer's decision regarding the selection for award of a TO is not available for protest.

6.6 ISSUING ORDERS.

Upon award, the Government will transmit the task order to the Contractor on a DD Form 1155 or other similar form. It is anticipated that all awarded TOs will be issued electronically. If mailed, a TO is considered "issued" when the Government deposits the order in the mail.

6.7 NOTICE TO PROCEED.

The Government will typically issue the notice to proceed within 2 weeks of awarding the project but may be based on the availability of the construction area as stated in the SOW. The contractor shall physically start work within 10 days of receipt of the written Notice to Proceed issued by the Contracting Officer and shall diligently continue until work is completed within the time frames established in the task order.

7 TASK ORDER PERFORMANCE

7.1 COMMENCEMENT OF WORK.

No work under this agreement shall commence until such a time as the Contracting Officer issues a written TO and a Notice to Proceed (NTP) under the TO. Work shall begin not later than 20 days after receipt of TO.

7.2 TASK ORDER PERFORMANCE PERIOD.

Performance period will be identified in the TO solicitation and shall be reflected in the construction schedule.

7.2.1 The Government will not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed TOs.

7.2.2 TOs will be firm fixed priced and clearly define the specific works to be performed or the performance desired. Each TO is subject to the terms and conditions of the BOA. In the event of a conflict between the TO and the BOA, the TO shall take precedence.

7.3 PRE-CONSTRUCTION ENABLING WORKS.

Construction cannot start until the following forms have been submitted and approved (dependent on the nature of the project these may or may not be required).

- AF103, Base Civil Engineering Work Clearance Request (permit to start construction), for digging and outages. Submission 21 working days in advance.
- Crane Authorization (TERP): submission 10 working days prior commencing work.
- Road Closure (includes footpaths and car parks etc.) allow up to 20 working days.
- The Contractor must provide access and protection systems for working at height for the full duration of the construction program in accordance with Dlgs 81/2008 and Host Nation Laws and regulations. The working at heights access should not contravene any entrance, exit or emergency escape provisions from the building in accordance with the with Dlgs 81/2008 and Host Nation Laws and regulations.

7.4 ASBESTOS

- Upon the discovery of unforeseen Asbestos-Containing Material (ACM), the Contractor shall immediately cease all operations in the affected area and inform the CO. The CO will issue a formal

Suspension of Work on the TO in accordance with RFO 52.242-14 and Italian Legislative Decree 81/2008. Work shall not resume until remediation is completed by a certified entity and 'Clean Air' clearance is granted.

8 AIRFIELD OPERATIONS.

This section applies only to projects that require operating on or near the airfield.

- Work performed under this section shall be coordinated with, and approved by, the CO. Due to the potential need to shut the airfield runway down to complete this work, the contractor and the CO must agree on the dates and hours that work will occur. It is the contractor's responsibility to ensure that the work begins and ends within the agreed times. This work may involve having to work on weekends or night shifts to meet the runway outage requirements.

- When the runway is open, no personnel or equipment will be allowed on the runway until radio contact has been made with the Control Tower and permission is granted by the Control Tower. A radio for this purpose will be made available to the escort that will be escorting the contractor. The escort shall be in contact with the Control Tower at all times during work or transportation of equipment or materials.

- In a soft closure of the airfield, radio communications shall remain open between the escort contractor and the Control Tower, even if there is no one in the Control Tower. There is always someone on duty at the airfield and they can open the Control Tower at any time if there is an emergency or unscheduled flight.

8.1 FOREIGN OBJECT DEBRIS (FOD).

FOD is not allowed on the airfield. Remove rock and pebbles from your shoes and vehicle wheels and truck beds prior to entering the airfield. No hard hats, soft hats, lose clothing, scarf, and lose papers, drinking cups or cans, gum, cigarette butts, chew, trash…anything that can be picked up by the wind of a plane engine. A thorough sweep of your person and equipment is required prior to entering the airfield.

- In a soft closure of the airfield, all FOD must be removed regularly to ensure that if there is an emergency landing then all equipment, personnel and FOD can be removed within three (3) minutes. A thorough sweep of your person and equipment is required in the event personnel are notified of an emergency landing.

- In a hard closure of the airfield, all FOD must be removed prior to leaving the construction site. A thorough sweep of your person and equipment is required prior to leaving the airfield to mitigate the spread of FOD.

- If it is found that FOD related to the construction site caused damage to an airplane or delayed the airfield usage, then the contractor will become liable for damages accordingly.

- The operation of equipment and the performance of work on or in the vicinity of airfields shall be coordinated with the CO and with the Airfield Management. Neither equipment nor personnel shall use any portion of an airfield without permission of these agencies. In all cases, verbal communication shall be maintained with the air traffic control tower (ATCT) before and during work on any runway, taxiway or apron which is in operation for conducting flights or aircraft operations. The ATCT staff shall be advised when work is completed. A construction waiver will be obtained by the CO prior to the start of construction. The contractor does not have to do anything to obtain this waiver but they must be aware that it can take up to 90 days to get the waiver signed.

The government will add days to the contract to make up for this government delay.

9 DELIVERABLES

9.1 AN AF66 SUBMITTALS

9.1.1 SCHEDULE OF SUBMITTALS,

AF 66 Submittals will be provided with each project package. Contractor is required to provide listed documents within the requested timeframes throughout project performance.

9.1.2 AF FORM 3000 (AF3000), *MATERIAL APPROVAL SUBMITTAL*:

Each submittal shall be transmitted under an AF3000 and shall be prepared in accordance with the Instructions on the reverse of the form. Resubmittals will have a corresponding letter designation after last number, i.e., submittal 001 would be resubmittal 001A or 001B, etc. if rejected a second time.

The approval of submittals by the Government is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory, and general method of construction, materials, detailing, and other information appear to meet the technical requirements of the task order.

Approval or acceptance by the Government for a submittal does not relieve the Contractor of the responsibility for meeting the contract requirements or for any error that may exist, because the Contractor is responsible for ensuring information contained within each submittal accurately conforms with the requirements of the contract documents.

After submittals have been approved or accepted by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

9.1.3 VARIANCE FROM CONTRACT REQUIREMENTS

Whenever materials or drawings are required to be submitted by the Contractor for approval on an AF Form 3000, and the material are at variance with the specifications or Government drawings, but are approved by the Contracting Officer inadvertently and without consciousness of the variance, then the approval shall not be final unless the Contractor expressly noted on the submittal that "This material or drawing varies from specifications in the following aspects."

9.2 SAFETY DATA SHEETS.

Any and all hazardous/toxic materials brought to the job site shall require manufacturer-specific Safety Data Sheets (SDS) or the Italian equivalent RFO 52.223-3, *Hazardous Material Identification and Material Safety Data*).

9.3 HAZARDOUS MATERIALS/CHEMICAL MANAGEMENT.

All hazardous material use requires prior authorization before bringing the hazardous material on base. "Hazardous material" includes many materials for which there is a manufacturer SDS, such as cleaning supplies, paints, solvents, sealants, lead acid batteries, fuels, herbicides, etc. The Contractor shall submit an inventory list of all chemical products to be used, along with copies of the Safety Data Sheet (SDS) for each chemical product, for review before bringing any potentially hazardous material onto Aviano Air Base. The Contractor shall submit completed inventories and SDSs to the CO, at within 10 days prior to the date required to bring them on base.

- Once approved, the Contractor shall maintain an inventory of all hazardous materials along with corresponding Safety Data Sheets (SDSs). The Contractor shall track and report actual hazardous material usage during the performance of the contract. Hazardous material usage for any contract that is less than one month in duration shall be reported at the end of the contract period. Hazardous material usage for any contract over a month in duration shall be reported no less than monthly. Hazardous material usage shall be reported IAW the cognizant US Government organization.

- The Contractor shall not leave any excess hazardous materials or empty containers on site following completion of the project. The Contractor is responsible for the removal of all unused hazardous materials and proper disposal of all hazardous waste generated. Reference: AFI-32-7086, Hazardous Materials Management

9.5. The TO documents indicate the extent and requirements of the alterations and additions to the existing facilities. If any departures from the drawings or specifications are deemed necessary by the Contractor, details of such departures and the reasons therefore shall be submitted as soon as possible to the CO for action. No such departures shall be made without prior written approval of the CO.

9.6. Twenty (20) calendar days will be added to the period of performance to allow for submission and approval of all preconstruction submittals. Contractor must submit all preconstruction submittals within ten (10) calendar days after NTP to allow the Government sufficient time to review, and if necessary, allow time for resubmittal of any rejected items.

9.4 CLOSEOUT DOCUMENTATION

- Project Closeout Documents. These are considered project closeout documents.
    - Closeout documentation must be submitted according with the most recent Aviano MasterSpec version: this includes the Closeout Transmittal and O&M&W checklist forms.
    - If the contract involves multiple facilities, a dedicated set of documents shall be provided for each facility. Combined files will be rejected.
    - Di.Co. Certifications, Static test report and Law mandated required documentation, must be provided in hard copy and wet signed. Hard copies may be requested for additional documentation that will be specified case based.
    - The Contractor must provide a completed asset change form at the final inspection/handover. A separate asset change form is required for each asset.
    - Asset change must be in the form of UNIFORMAT II (example to be provided by the Customer).

- A full and complete package of the Closeout documentation must be provided in digital version at within 15 working days prior the final inspection. The submitted package will be revised before proceeding with of the submission of the corresponding hard copies.
- As Built drawings shall be submitted in accordance to ERDC/ITL SR-24-3 standard
- The Contractor must provide at least two digital copies on disk of O&Ms prior to project closeout.
- Hard copies shall be provided on a carboard folder Protocollo type (eg Buffetti Basic , Esselte Oxford o similar) H 35cm x P 28cm.
    - One Folder per facility.
    - The Folder shoulder must report at least :
        - contract number
        - contract description
        - contractor name
        - completion date
        - facility number
- The Contractor must provide a completed DD 1354 prior to project closeout.
- The Contractor must be responsible for obtaining any material referenced within this statement of work.

10 PROJECT COMPLETION

10.1 PAINTING AND FINISHING.

Existing surfaces where items and materials were removed shall be repaired and painted to match the adjoining surfaces. Surfaces remodeled shall be painted to match the adjoining surfaces. All new surfaces where specified or required to be painted shall be painted. Existing painted surfaces which are damaged by work under this contract shall be repaired to original condition and then repainted with one coat of paint to match adjacent surfaces. Where an existing painted wall or ceiling has been repaired or patched with new materials, the entire wall or ceiling containing the repaired portion shall be repainted as follows.

- The repaired portion shall be painted to effect complete hiding and to blend with the adjacent surfaces, and then the entire wall or ceiling given one coat of paint. Preparation, Painting, and Protective coatings (Corrosion Control/all works) will require the contractor to submit a formal, completed, local CES Preparation/Painting & Coating Sheet on works competed as applicable to scope. The finished surfaces shall be free from runs, drops, ridges, waves, laps, brush marks, and variations of color, texture, and finish.

10.2 ALTERATIONS.

Alterations to the structure(s) shall be in accordance with the arrangement indicated on the contract documents and as approved by the CO. All alterations shall be performed by workmen skilled in the work and in accordance with the best standard practices of the trades involved. All work shall be performed in accordance with the requirements for new work as specified under the applicable sections of these specifications.

10.3 CLEAN UP

Upon completion of the work all staging, scaffolding, and containers shall be removed from the site or destroyed as approved. Paint spots, oil or stains upon surfaces shall be removed and the entire job left clean and acceptable to the CO.

10.3.1 GOVERNMENT POSSESSION OF WORK.

The Government may take possession of any completed or partially completed work as provided for under RFO Clause 52.236-11, *Use and Possession Prior To Completion*. If the installed equipment and/or systems thereto, have not been accepted by the Government due to the Contractor's failure to submit the above specified items, the Contractor shall operate and maintain such plant or system at no additional cost to the Government until such time that the specified items have been received, approved and any subsequent testing, check-out and/or training has been completed.

10.4 RECORD DRAWINGS.

The Contractor shall provide complete detailed as-built drawings and applicable GIS data including survey information and files representing the entire project as constructed under the Contract. Drawings shall be developed in accordance with guidance provided in this SOW. Preliminary as-built drawings shall be

submitted with an AF Form 3000 in blue line format for Government Approval.

10.5 WARRANTY OF CONSTRUCTION.

Warranty of Construction (2 years) shall be executed in accordance with RFO 52.246-21, *Warranty of Construction*. If the Contractor fails to remedy any failure, defect, or damage within a time as specified in warranty call notice provided to the contractor by the CO, after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

10.6 WARRANTY SERVICE CALLS.

The Contractor shall furnish to the CO the names of local service representatives and/or Contractors that are available for free of charge warranty service calls and who will respond to a call within the time periods as follows: 4 hours for heating, air-conditioning, refrigeration, air supply and distribution, and critical electrical service systems and food service equipment, and 24 hours for all other systems. The names, addresses, and telephone numbers for day, night, weekend, and holiday service responses shall be furnished to the CO and also posted at a conspicuous location in each mechanical and electrical room or close to the unit.

The site survey will be performed jointly with CE personnel. At the end the contractor is required to provide a report of the findings and the action plan to resolve the warranty issue. At the end the contractor will update the contract documentation accordingly with the modification performed whether required.

10.7 QUALITY CONTROL RECORDS.

The Contractor shall maintain current Quality Control (QC) records in an appropriate format (Microsoft Word document) of all inspections and tests performed. These records shall provide factual evidence that the required inspections or tests have been accomplished; indicate the results, the nature of any defects and causes for rejection, the proposed remedial action, as well as what corrective action(s) have been taken. The Contractor shall not build upon or conceal any feature of the work containing uncorrected defects. Quality inspection records shall be available for review by the Government throughout the life of the contract and shall be maintained a minimum of three (3) years after the contract has been completed.

10.8 NOTICE OF NON-CONFORMING WORK.

Non-conforming work shall be immediately replaced or corrected. Immediately bring any disagreements to the attention of the Contracting Officer, in writing, for resolution.

10.9 PRE-FINAL INSPECTION.

The Contractor shall notify the CO and the Cognizant Civil Engineering Squadron at least seven (7) business days in advance of the desired pre-final inspection date so that there would be sufficient time to coordinate attendance of necessary personnel. Based on the inspection, the Government shall

generate a "snag" list of contract items needing to be corrected or completed by the Contractor. Upon completion of the snag list, a final inspection must be completed.

10.10 FINAL INSPECTION NOTIFICATION.

The Contractor shall notify the CO in writing at least five (5) working days in advance of the desired final inspection date. Final clean-up shall be made prior to a final inspection, and consist of cleaning the site and adjacent areas, as required by the SOW. Soil disturbed by construction activity shall be left in a uniform, smooth, and compacted condition.

10.11 DECLINATION TO INSPECT.

The CO reserves the right to both decline the contractor's request of a pre-final and/or a final inspection when it is evident that the project is not ready for inspection.

- Prior to final acceptance, the Contractor is required to provide the Government with all required Operation & Maintenance manuals, warranty information, and all applicable training needed for users to safely operate and maintain equipment. These manuals will be specifically identified on the AF66 for each TO.

10.12 ACCEPTANCE.

Final acceptance will not occur until all work, to include submittal items and clean-up, has been accomplished and no discrepancies remain. Final inspection and acceptance should be scheduled prior to or not later than the contract completion date.