TERMS AND CONDITIONS

TRI-BASE AREA CONSTRUCTION BASIC ORDERING AGREEMENT

7 Feb 2024

1.0. PROGRAM OVERVIEW

1.1. Description of Agreement. This Basic Ordering Agreement (BOA) is a written instrument of understanding, negotiated between the United States Government and the Contractor to provide construction 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. It may involve minimal design services for all aspects of general construction including construction, modifications, and renovations of existing facilities. Work may include but is not limited to: maintenance, repair, alteration, mechanical, electrical, heating/air conditioning, demolition, painting, flooring, paving, and earth work for industrial/office buildings and/or infrastructure. The Contractor shall furnish all design, labor, equipment, material, manufactured articles, transportation, supervision, and all necessary items to accomplish the design and/or repair/construction of each Task Order written under this agreement for all work that is defined for each project. Work locations include but may not be limited to RAF Mildenhall, RAF Lakenheath, and RAF Feltwell.

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 on RAF Lakenheath, RAF Mildenhall, and RAF Feltwell, in the United Kingdom. These projects may include tasks in a variety of trades such as demolition, site work, excavation, cast-in-place concrete, masonry, structural steel, electrical, mechanical (including HVAC), painting, millwork, flooring, and other specialty and general contracting work.

1.3. Level of Design. Projects under the BOAs may ultimately require the contractor to produce a full design, partial design, or no design depending on the project complexity and/or level of design already available and provided to the contractor in the FOPR. Following are the three types of execution process examples anticipated under this contract as depicted in the following examples.

> ***Example 1:*** Projects which are already 100% designed (a.k.a. **Design-Bid-Build**). A FOPR containing the 100% design documents will be issued.
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> ***Example 2:*** Projects which are not already 100% designed and **do** require design effort by the contractor (a.k.a. **Design-Build**). A FOPR for a new project with no, or partial design already accomplished by the Government may include requirements to provide a 35% design as part of the contractor's proposal. In lieu of the 35% design, the FOPR may only require the offerors to submit certification that their proposals include all work described in the SOW and bid schedule and attach a proposed submittal schedule and index of proposed specifications sections. If awarded a TO for the project, the successful contractor shall, as necessary, complete the design to the 100% level. This will include participating in design reviews conducted at one of the RAF bases at each design milestone (35%, 65%, etc.) as required by the FOPR. The contractor is responsible for recording and distributing the minutes of design review meetings. In addition to the above, the FOPR may also include, but is not limited to, the following, as applicable, based on the level of design required:
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> (1) Government prepared sketches, and any available as-built drawings, specifications, or design information.
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> (2) Design calculations requirements.
>
> (3) Construction drawings requirements including professional certifications.
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> (4) Direction regarding fast-track vs. design-build.
>
> (5) Timeframes for preparing the proposal, completing design work, and completing construction.

(6) Contractor prepared specification sections and version required (minimums)

(7) Submittal requirements (minimums)

(8) Government Furnished Materials (GFM) or Government Furnished Equipment (GFE)

Example 3: Projects which are not already 100% designed and **do not** require design effort by the contractor. It is anticipated that this process will be utilized for non-complex or repetitive work types of projects where design cost and effort is not warranted. However, material / equipment submittals as well as as-built drawings may be required as indicated in the TOPR. Although design documents will not be developed, the work performed must conform to the task order, the BOA and all attachments of both.

1.3. Only a CO from the 48th Contracting Squadron is authorized to place individual orders under this agreement.

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

1.5. Ordering Limitations. Individual orders under the agreement shall not exceed $10,0000,000.

1.6. 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.

1.6.1. 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.

2.0. 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. Construction Inspector: 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 may be 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. A TO may also include information such as budget limitations, design certifications and drawings required to be prepared by the Contractor. 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, design analysis, 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 have a Superintendent for each awarded TO in accordance with (IAW) FAR 52.236-6. The Superintendent shall be the Contractor's assigned individual with the responsibility for quality and production for each TO. The individual must be familiar with the requirements of the Ministry of Defense JSP-375 Safe Systems of Work 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 should be able to obtain unescorted access to RAF locations.

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 RAF locations.

2.11. Non-Compliance Actions. 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 FAR 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.

3.0. DESIGN REQUIREMENTS. Design documents produced by the Contractor shall comply with the requirements specified within this section.

3.1. Design Standards.

3.1.1. United States Standards.

- Whole Building Design Guide (WBDG). The Department of Defense (DoD) initiated the Unified Facilities Criteria Program to unify all technical criteria (UFCs) and Unified Facilities Guide Specification (UFGS) pertaining to planning, design, construction, and operation and maintenance of real property facilities. The program streamlines the military criteria system by eliminating duplication of information, increasing reliance on private-sector standards, and creating a more efficient criteria development and publishing process. Contractor shall familiarize with Department of Defense's (DOD) Specifications and Criteria categories within this program (https://www.wbdg.org/ffc/dod).
- Contractor shall also review and familiarize with the Categories listed under the Air Force guidance within the WBDG at https://www.wbdg.org/ffc/af-afcec.
- Contractor shall abide by National Fire Protection Association's codes and standards at https://www.nfpa.org/Codes-and-Standards/All-Codes-and-Standards/List-of-Codes-and-Standards

3.1.2. United Kingdom (UK) Standards

- UK Building Control. Contractor shall abide by UK's Building Regulation 2010 (https://www.legislation.gov.uk/uksi/2010/2214/contents/made). Additionally, Approved Documents set out detailed practical guidance on compliance with the regulations (https://www.planningportal.co.uk/info/200135/approved_documents).
- Contractor shall follow all manufacturers' installation instructions and work shall be IAW current British Standards.
- Contractor shall abide by the UK's Health and Safety Executive (HSE), Construction Design Management (CDM) Regulations 2015 (https://www.hse.gov.uk/construction/cdm/2015/index.htm)
- Contractor shall abide by the Ministry of Defense's Joint Service Publication (JSP) 375 Directive at https://www.gov.uk/government/collections/joint-service-publication-jsp

3.1.3. The Contractor shall comply with all the above standards, both US and UK. If the standards differ, the more stringent will apply. An initial list is shown below but is not to be considered as all encompassing.

UFC-REF Document and Descriptions
February 2018 – RAF Base Standard – For use as Guide only
AFI 32-1023 - Design and Construction Standards and Execution of Facility Construction Projects
UFC 1-200-02 High Performance and Sustainable Building Requirements, with Change 3
UFC 3-401-01 Mechanical Engineering, with Change 1
UFC 3-410-01 Heating, Ventilating, and Air Conditioning Systems, with Change 4
UFC 3-420-01 Plumbing Systems, with Change 10
UFC 3-501-01 Electrical Engineering
UFC 3-520-01 Interior Electrical Systems
UFC 3-530-01 Interior and Exterior Lighting Systems and Controls, with Change 3
UFC 3-600-01 Fire protection Engineering for Facilities with change 4
UFC 3-601-02 Operations & Maintenance, Inspection, Testing & Maintenance of Fire Protection Systems.

NFPA 101 – Fire Safety Code
NFPA 13 – Sprinkler Systems

3.2. Construction Drawings. All drawings required for completion of the task order, will be developed to the applicable stage of completion as called for in the TOPR. Contractor shall prepare construction drawings in accordance the US Army Corps of Engineers A/E/C CAD Standard https://www.wbdg.org/ffc/army-coe/cad-bim-%20technology-center for drawing requirements and standards. All drawings will also be made available to the government in .pdf format as requested.

3.2.1. Unless otherwise identified in the TOPR, use of existing drawings provided by the government will be allowed provided the Contractor modifies the drawings to accurately reflect the project requirements.

3.2.2. Basic design criteria utilized for each discipline will be included on the appropriate drawings as required by the TOPR. Examples would include wind and live/dead loads assumed for structural elements, function specific conditions such as lighting levels or future use considerations for electrical systems, site specific climatic design conditions for mechanical systems, and International Building Code analysis (performed to the same level as if being applied to a municipal building permit process).

3.2.3. The following is a list of drawings which might typically be required under this agreement.

- Cover Sheet with Title and Approval Block
- Existing Site Plan
- Final Site Plan
- Grading / Landscaping Plans
- Underground Utility Plan and Profiles
- Demolition Plan
- Floor Plans / Furniture Layouts
- Elevations
- Finish Schedule
- Wall and Roof Sections
- Window and Door Schedules
- Ceiling Plan
- Details
- Mechanical Plan and Schedules
- Plumbing and HVAC Riser Diagrams
- HVAC Controls Diagrams
- Electrical Site Plan
- Power Plan and Panel Schedule
- Electrical Plan and Lighting Plan with Schedule and details
- Fire Protection Plan
- Communications Plan

3.2.4. Drawings Sequence. Arrange drawings by design discipline in accordance with the CAD/BIM Technology Center for facilities, infrastructure, and environment A/E/C CAD Standard Release 6.0 (or current release). All drawings provided by the contractor shall adhere to a logical file naming convention that incorporates the award and task order number.

3.5. Availability of Geographic Information (GIS) Data and Computer-Aided Drafting and Design

(CADD) Drawing Files: After award and upon request, any electronic GIS and/or CADD drawing files (collectively referred to as electronic files within this section) will only be made available to the Contractor for use in preparation of construction data related to the referenced contract subject to the following terms and conditions. Please note that drawings may not be available for every building. The contractor has a requirement to verify the condition of the workspace via a site visit/site investigation.

- Data contained on these electronic files shall not be used for any purpose other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse shall be at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor shall make no claim and waives to the fullest extent permitted by law, any claim or cause of action of any nature against the Government, its agents or sub consultants that may arise out of or in connection with the use of these electronic files. The Contractor shall, to the fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

- Electronic files are not construction documents. Differences may exist between the electronic files and the corresponding construction documents. The Government makes no representation regarding the accuracy or completeness of the electronic files, nor does it make representation to the compatibility of these files with the Contractors hardware or software.

- In the event that a conflict arises between the construction documents prepared by the Government and the furnished electronic files, the construction documents shall govern. The Contractor is responsible for determining if any conflict exists. Use of these electronic files does not relieve the Contractor of duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate the work of all contractors for the project.

- If the Contractor uses, duplicates and/or modifies these electronic files for use in producing construction drawings and data related to this contract, all previous indicia of ownership (seals, logos, signatures, initials and dates) shall be removed.

- Mechanical and Electrical Drawings with complete schematics, shall show all heating, air conditioning, plumbing and electrical work as required by the task order.

- Fire Protection Drawings with complete schematics and showing all fire sprinkler system layout, pipe sizes, locations of heads, details, etc. as required for construction and to meet the codes.

- Fire Strategies shall be compliant with the UK's Building Regulations 2010 and NFPA whichever is most stringent to meet the requirements of the UK MoD Defense Safety Authority and US Air Force 48 CES Fire Protection Office.

4.0. CONTRACTOR OPERATIONS

4.1. 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 United States Social Security Number (SSN) passport number or two other documents (i.e. driver's license and national insurance number)

with appropriate issue and expiration dates. Please note that unescorted base passes may take up to 90 calendars days to process.

4.1.1. Daily at approximately 16:30 hours, retreat is played. Both USA and UK 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 about your business when the music ends.

4.1.2. All base traffic must comply with the speed limits that has been set out in various areas. The speed limits can range from 5mph up to 30mph.

4.1.3. All Contractor vehicles and delivery vehicles must report to gate 8 (RAF Lakenheath projects only).

4.2. Host Agency Check (HAC) Vetting. All local national contractor employees must undergo Host Agency Check (HAC) vetting prior to access to RAF installations. All employee information shall be relayed to the requiring activities' HAC manager for processing. Required documents will be distributed with agreement/award and shall be completed and returned to the HAC Manager within five (5) days of award. Required documents include but are not limited to NAC Cover Sheet; AF Form 2583, Request for Personnel Security Action; USAFE IMT 19, Residency Check for Employment with the United States Air Forces in Europe; Basic Check Verification Record (BCVR); and Ministry of Defense Liaison Office (MODLO) Proforma Packet for Security Clearance. If MODLO Proforma Packet is required (for foreign nationals), contractor personnel will receive an online application link via the personal email address provided.

4.1.1. Contractor employees are required to complete online application for background check within five (5) calendar days of receipt. If contractor employees do not receive the email within seven (7) days, they shall notify the HAC manager. During processing of background check, Defense Vetting Agency (DVA) may contact the employee via email, phone or post to request further information. DVA may take up to eight (8) weeks to process so employees are responsible to be proactive in checking personal emails (to include junk mail).

4.1.2. Approved security clearance is valid for five (5) years. The Government will not accept any employee with a federal conviction (or host nation equivalent) in their background check. Contractor employees that are U.S. citizens will complete all required documents except MODLO Proforma Packet.

4.1.3. Security clearance will be processed with requiring activity's Security Manager. All paperwork is approved by the HAC manager, then forwarded to the 48th Security Forces Squadron (SFS) for processing. The HAC manager will receive an email confirmation when 48 SFS submits the documents to MODLO. At that time, the employee may receive a "Red Top" escorted temporary installation pass. Upon completion of MODLO checks, the employee may receive a "Green Top" unescorted installation pass.

4.1.4. Project Superintendent and Program Manager, at a minimum, shall obtain escort privileges to escort subcontractors required to access project sites.

4.1.5. The contractor is ultimately responsible to return all employee base passes to the CO or HAC manager if employees are terminated or no longer employed for this agreement. If base pass cannot be returned, the Contractor must report the First and Last Name, Date of Birth, and the reason they are no longer employed to the CO or HAC manager within three (3) calendar days of termination or absence of leave.

4.2. 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.

4.3. Key Control. Periodically the Contractor will 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. The Contractor shall develop procedures covering key control that shall be provided to the CO not later than 5 days prior to the start of the contract. 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 engaged in the performance of assigned work in those areas.

4.4. Conformance with Regulations/Directives. 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.

4.4.1. 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.

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

4.4.3. Firearms/Illegal Drugs. No firearms or illegal drugs are allowed to be brought onto RAF Installations. By accepting a vehicle pass, each person gives their consent to a search of their vehicle while it is entering/leaving or on RAF installations.

4.4.4. Cell Phones. Use of cell phones while driving on a RAF installation is prohibited unless utilizing a hands-free device.

4.4.5. Safety. The Contractor shall ensure they comply with JSP 375 Safe Systems of Work and all requirements annotated on the applicable Form Defence Infrastructure Organization (DIO) SDTFM USF 29 for each TO. This includes ensuring they obtain permits to work from the appointed RAF Lakenheath Authorized Persons (AP's) for those system/components requiring a permit prior to initiating any work on those systems. This includes but is not limited to pressure vessels, HVAC and refrigeration units, gas systems, medical gases, fuels (Petroleum) installation, work on electrical switchgear and confined spaces.

4.4.6. Employee Certification. The contractor shall ensure all personnel working on mechanical or electrical system shall obtain a Skilled Persons Certificate from an RAF Lakenheath/Mildenhall or DIO AP prior to conducting any work on these systems. The requirement for these permits is contained in JSP 375. The contractor shall submit all works certificates at completion. The inspector for each TO shall be the DIO liaison for requests.

4.5. 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.

4.5.1. 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.

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

4.5.3. 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.

4.6. Site Superintendent: The Contractor is responsible for providing a fully qualified Superintendent for each construction project the Contractor must provide names of the Superintendent to the CO in writing before contract performance begins. The Superintendent must have completed Site Management Safety Training Scheme (SMTS) or equivalent training. The Superintendent must possess good command of the English language in both reading and writing and must be able to speak fluently and 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.

4.7. 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.

5.0. ENVIRONMENTAL, HEALTH, AND SAFETY CONSIDERATIONS.

5.1. Digging permits must be obtained prior to any digging, drilling or any excavation work. Digging permit /utility locations are available by submitting the completed US Air Force Form 103. Contractor to allow 21 calendar days for Government review of digging permit requests. 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 within 5 feet 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 utility outage to CES Customer Service through the applicable CES Construction

Manager. The request shall include the utility service to be affected, proposed date, proposed time, and outage duration. Form 103 can also be used for the request. Provide CES Construction Manager a copy of the written Utility Outage request. After submitting the request to the government, the Contractor must receive approval from the government prior to schedule a utility outage.

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 RAF Fire and Emergency Services Fire Protection Element to request the permit. No form required for the request. Contact the CO/inspector for the cognizant CE squadron for additional information.

5.3.1. The Hot Work Permit will be issued by the appropriate RAF 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. 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. The Contractor traffic control plan will include each section of road that will be worked on or impacted as a result of this contract.

5.4.1. 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. Equipment to be reinstalled shall be reinstalled after work called for under other sections of these specifications has been completed. All items which are to be removed and then reinstalled shall be carefully removed and protected until reinstalled.

5.5.2. Disposal. Rubbish and debris 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. Within 10 calendar days of contract award the Contractor must provide a full signed copy of the RAMS a signed copy will be present on site at all times.

5.7. Method Statements. Takes account of the company's health and safety organization and training procedures and must include arrangements to deal with serious or imminent danger. Method Statements must be written by a competent person and provide evidence that significant Health and Safety risks have been identified, the co-operation of workers has been ensured, safe coordinated systems of work have been put in place, workers have been involved in the process and include all of the following elements to be considered complete.

- Details of the organisation in control of the activity.
- Details of the individual responsible for the activity.
- A description of the activity.
- A description of how the work will be managed.
- The location of the activity, its boundaries, means of access and how it is segregated from other activities.
- Plant and equipment required.
- The procedure for changing the proposed method of work if necessary.
- A step-by-step description of the activities to be undertaken.
- Precautions necessary to protect workers and other people that could be affected, including Personal protective Equipment and ventilation required.
- Training procedures.
- The need for specially-trained operators for certain activities.
- Emergency procedures, including the location of emergency equipment.
- The handling and storage of materials and pollution prevention procedures.
- Temporary works designs.
- The method for safeguarding existing structures.

5.7.1. The method statement must describe in a logical sequence exactly how a job is to be carried out in a safe manner and without risks to health, and includes all the control measures.

5.7.1.1. The job must be properly planned and resourced with the appropriate health and safety resources needed for it.

5.7.1.2. The method statement must highlight how the work is expected to be carried out and the precautions that should be taken.

5.8. Controls of other hazards. Contractors must coordinate with the CO at least 10 days prior to start of project, regarding all contracts with potential health impact to personnel (Example: Noise above 85 dBA, activities with potential airborne contaminants or particulates). Hazardous work areas/perimeters shall be established to control exposures and limit access to nearby facilities and personnel. Work shall be performed IAW all applicable occupational health and safety regulations.

5.8.1. Contractors must coordinate with facility managers and receive a safety brief of hazards present within work areas.

5.9. Environmental Concerns.

5.9.1. Selections of Materials: Environmentally friendly materials are preferred when possible. Environmentally friendly paints are those which do not contain metals such as lead, chromium, cadmium, barium, arsenic, mercury, selenium, or silver. They will also not contain hazardous/flammable solvents such as methyl ethyl ketone, xylene, or toluene. Latex or water-based paints are the preferred type of paint. The decision to use an environmentally friendly paint should not result in an unacceptably short life of painted surface or should it be applied in a poor manner.

5.9.2. Hazardous Materials/Chemical Management: All hazardous material use requires authorization prior to bringing the material on base. "Hazardous Material" includes many materials for which is there a manufacturer SDS, such as and not limited to: cleaning supplies, paints, solvents, sealants, lead acid batteries, fuels, and herbicides.

6.0. ORDERING PROCEDURES

6.1. General. The purpose of this Basic Ordering Agreement (BOA) is to provide construction services for a broad range of construction projects in support of Tri-Base Area (RAF Lakenheath, RAF Mildenhall, & RAF Feltwell). Construction to be furnished under this contract will be ordered by issuance of Task Orders.

6.1.1. Paperless Initiatives. Paperless Initiatives. The US Air Force the US Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that all documents associated with the Tri-Base Area Construction BOAs will be issued using electronic methods, i.e., email, DoD SAFE, 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 performance of this agreement.

6.1.2. Pricing. All Task Orders (TO) shall be issued on a Firm-Fixed Price (FFP) basis rounded to the nearest Pound Sterling.

6.1.3. Discussions. The Government may conduct discussions with one, all, some, or none of Contractors who have submitted proposals. The purpose of discussions is to correct deficiencies in a contractor's proposal. Discussions may result in an otherwise unacceptable proposal being made acceptable. The decision to conduct discussions is the sole responsibility of the Government.

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 agreement. The Government will not reimburse contractors for proposal preparations costs as a direct charge.

6.1.6. Ombudsman. The TO ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for TOs in excess of $2,000 consistent with procedures in the basic ordering

agreement. However, it is not within the designated ombudsman's authority to prevent the issuance of an order or disturb an existing order. This clause does not guarantee the contractor issuance of any task order. See clause 5352.201-9101 in the basic ordering agreement for Ombudsman information.

6.2. Competition. The procedures for selecting contractors for task order awards under this basic ordering agreement are governed by FAR 6.1 and its supplements. For each task order, the ordering Contracting Officer (CO) will initiate the competitive process by sending a Task Order Proposal Request (TOPR) letter with attachments (hereafter referred to as the TOPR package) to each of the BOA holders in the eligible pool via direct electronic communication, typically via email.

6.2.1. 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, maps, asbestos reports, etc.
- Requested Period of performance.
- Funding availability statement;
- Estimated Magnitude of construction.
- Identification of liquidated damages rate, if applicable.
- Any additional clauses that may be needed.

6.3. Exception to Competition. The CO will compete construction task orders among all BOA awardees. One or more contractors may be excluded from the competition if one of the conditions below applies:

6.3.1. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

3.2. The agency need for the supplies or services is so urgent that providing competition would result in unacceptable delays;

3.3. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the basic ordering agreement, provided that all awardees were given a fair opportunity to be considered for the original order;

3.4. The Contractor has five active Task Orders;

3.5. The Contractor is more than 10% behind schedule on any active Task Order (barring those that are behind due to Government delays);

3.6. If the Contractor has received an unfavorable CPARS rating on any Task Orders within the previous calendar year; or

3.7. If the Contractor has advanced knowledge of the project requirements through any other acquisition program.

6.4. Competition of Task Orders. Task Orders shall be placed on a competitive basis among the appropriate Pool of BOA holders. The goal is to achieve the best value to the US Government. Best value is achieved by use of one of the following procedures:

6.4.1. Low Priced. The Low-priced approach is where the best value is expected to result from selection of the lowest evaluated priced offer. This is expected to be used in instances where it is simple like for like upgrade with little to no opportunities to exceed construction industry standards. For instances, redecorating, painting, repairing restrooms, etc.

6.4.2. 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 match the specific evaluation criteria appropriate for the construction project.

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

6.4.2.2. 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.

6.4.2.3. All proposals 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 FAR 15.404. The proposed price will be evaluated for:

6.4.2.3.1. Completeness. All price information required by the TOPR has been submitted, to include option period pricing when applicable.

6.4.2.3.2. Reasonableness. The degree to which the proposed prices compare to the prices a reasonably prudent person would expect to incur for the same or similar services.

6.4.2.3.3. Balance. Balance only applies when a TOPR and any resultant task order includes multiple line items. 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, is significantly overstated or understated as indicated by the application of cost or price analysis techniques from FAR 15.404.

6.4.2.4. 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.

6.4.3. 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 offeror.

6.4.3.1. 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.

6.4.3.2. All evaluation factors and significant sub-factors that will affect contract award and 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

- Design features/superiority
- 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.
- Sustainable design features

6.5. Proposal Submission Process. All Contractors are highly encouraged to submit a proposal for every TOPR under this agreement however, failure to propose will not be held against any contractor provided the contractor notifies the Contracting Officer prior to the closing date of the TOPR. Prolonged pattern of lack of participation may subject the contractor to Off-Ramping procedures.

6.5.1. 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 all the information requested in the TOPR package. Note: The information requested will depend on the evaluation process for the particular project.

6.6. 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.

6.7. 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.

6.8. Notice to Proceed. 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.

7.0. Task Order Performance

7.1. 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).

7.1.1. AF103, Base Civil Engineering Work Clearance Request (permit to start construction, includes digging permit), allow up to 20 working days.

7.1.2. Crane Waiver, allow up to 30 working days (only required for work involving use of a crane).

7.1.3. Road Closure Plan (includes footpaths and car parks etc.) allow up to 20 working days.

7.1.4. Risk Assessment Method Statement (RAMS). RAMS are an important health and safety document that is completed to identify the steps to be undertaken to carry out the construction works in a safe manner. Risk assessments are used to record hazards identified in the workplace, asses the likelihood and severity of risks and to plan adequate control measures to eliminate or reduce those risks.

7.2. 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. In accordance with FAR 52.211-10 Commencement, Prosecution, and Completion of Work, the Contractor will be expected to commence onsite construction within twenty (10) calendar days after receipt of the notice to proceed, prosecute the work diligently, and complete work, to include all site clean-up and submission/approval of closeout document submittals, within the Contractor's proposed period of performance. The Notice to

Proceed will not be issued until all Pre-Construction Enabling Works have been approved.

7.3. Task Order Performance Period. FAR *52.211-10, Commencement, Prosecution, and Completion of Work* is included in each contractor's BOA and shall be incorporated into each TO identifying the construction schedule.

7.4. To the maximum extent practicable, 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.

7.5. Authorized Person (AP) Requirement. AP Certification must be obtained prior to project handover. The Contractor shall be responsible for any and all coordination and scheduling of APs. Contractor must use the AP Request Form to request the involvement of Aps. The Contractor must be able to use a Vivo certified Competent Person (CP) if authorized by the Aps. The Contractor will be required to gain Vivo Authorized Person (AP) certification from the following POC:

- Martin Parker (AP Electrical, CS, Mech, RP Gas) - martin.parker2@vivodefence.com
- Andrew Hart (Co-ordinating AP, AP Electrical) -andrew.scott-hart@vivodefence.com
- Adam Bulley (AP Electrical) - adam.bulley@vivodefence.com
- Zachary Murfitt (AP POL) - zachary murfitt@vivodefence.com
- Gary Peaston (AP PET Mech) - gary.peaston@vivodefence.com
- David Robb – (AP CS & WaH) - david.robb@vivodefence.com
- Martin Brockett (AP MECH, RP Gas) - martin.brockett@vivodefence.com
  *Note: The above list is subject to change. Please request current list from CO if you are encountering difficulties contacting the AP POC.

7.6. Asbestos. Any known asbestos will be identified on individual projects. There is aways a possibility that asbestos will be encountered on construction projects and the contractor must be familiar with the laws regarding reporting and safe removal of asbestos containing materials.

7.7. Quality Control. The Contractor must provide and maintain a Quality Control Program as required by FAR Clause 52.246-12, Inspection of Construction, to assure that all supplies and services provided conform to contract requirements, whether constructed or processed by the Contractor, or procured from subcontractors or vendors. The Contractor shall submit their quality control plan to the Contracting Officer within 30 days of award of the Basic Ordering Agreement. The Quality Control Plan shall clearly describe the authority and responsibility of quality control personnel and the methods used to ensure the product is performed and a skillful and workmanlike manner. The Quality Control Plan shall at a minimum address the following areas:

- Reflects how quality problems will be logically, effectively, and expediently documented and resolved.
- Adequately identifies how trend analysis will be accomplished to identify poor performing Subcontractors, including appropriate corrective action, management tools, methods and documentation.
- Identifies experienced, dedicated quality control personnel (with no overlapping duties and responsibilities) and the extent of their authority.
- Identifies how often work will be inspected (frequency of at least once per day per job).
- Identifies how interface with Government inspectors will be accomplished (weekly update as minimum).

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

8.1. 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 to times. This work may involve having to work on weekends or night shifts to meet the runway outage requirements.

8.2. 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 by the CO. The Contractor shall be in contact with the Control Tower at all times during work or transportation of equipment or materials.

8.3. In a soft closure of the airfield, radio communications shall remain open between the 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.

8.4. Before anyone is allowed access to the airfield they must first have a background check and be added to the Controlled Area Entry Authority List (EAL). Provide names, driver's license numbers and date of birth to the CO 14 calendar days prior to start of construction. Suppliers whose names cannot be provided must be escorted by a government employee. Notify the CO 30 days prior to start of construction. This government escort is for security reason not for communicating with the tower.

8.5. 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.

8.5.1. 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.

8.5.2. 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.

8.5.3. 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.

8.6. 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.

8.7. Comply with Occupational Safety and Health Administration (OSHA) 29 CFR 1910. Also, prior to beginning work on the airfield contractor must ensure that contractor personnel receive training on airfield safety and flight line driving from the government (Reference AFI 13-213). For airfield safety requirements contractor will coordinate with the CO at least 30 days prior to beginning work on the airfield via the Government Project Manager. For required flight line driving training contractor must contact the Vehicle Control Officer (VCO) at the appropriate RAF installation at least 14 days prior to beginning work.

8.8. If required, the contractor shall provide at least two (2) people per construction site who have taken the Airfield Operation provided driving course and have a current AF Form 483 Certificate of Competency. One of these persons must be on site at all times to communicate with the tower and to escort personnel who are on the Entry Authority List (EAL). This person may not escort anyone who is not on the EAL. Construction workers working on airfield sites must also take and pass various training requirements outlined in ETL 13-213.

9.0. DELIVERABLES

9.1. An AF66 – Schedule of Submittals, will be provided with each project package. Contractor is required to provide listed documents within the requested timeframes throughout project performance.

9.2. 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.

9.2.1. 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 or drawings submitted 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."

9.3. Safety Data Sheets. Any and all hazardous/toxic materials brought to the job site shall require manufacturer-specific Safety Data Sheets (SDS) or the UK equivalent of Control of Substances Hazardous to Health (COSHH) (FAR 52.223-3, *Hazardous Material Identification and Material Safety Data*).

9.4. Hazardous Materials/Chemical Management: 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 any RAF installation using the “HazMat Authorization Request Template”. The Contractor shall submit completed inventories and SDSs to the CO, at least 10 days prior to the date required to bring them on base.

9.4.1. 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.

9.4.2. 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 task order 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. Health, Safety and Environment Submittals

9.6.1. The Principal Contractor's Health and Safety CPP must take account of the general issues along with the specific hazards and risk control measures and the general principles of risk assessment. Additional guidance and requirements for the CPP can be found at https://www.hse.gov.uk/pubns/cis80.pdf

9.6.2. CDM & Health and Safety Executive (HSE). Every construction project must comply with CDM 2015. For all projects The Client will notify the HSE on HSE Form 10 before construction starts. The Contractor must be named as "Principal Designer" and Principal Contractor on HSE Form 10. The Client will provide proof of submission of an HSE Form 10 to the contractor prior to the contractor commencing work.

9.6.3. Waste Materials Management Certification. IAW BS EN 9001 (2015) must be provided as part of the O&Ms in the project closeout documents. Documents must be provided highlighting all warranty and guarantees and supporting information associated to this project including but not limited to work, materials, and/or maintenance plans. This must be provided within the O&Ms.

9.6.4. Project Closeout Documents. These are considered project closeout documents.

- Provide any project specific deliverables that may be required.
- 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).
- The Contractor must provide As-Built drawings on a disk prior to project closeout.
- Drawings must be in the form of AutoCAD Map 3D, 2015 DWG, or AutoCAD 2015 DWG.
- The Contractor must provide at least two digital copies on disk of O&Ms prior to project closeout.
- 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.

10.0. 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.

10.1.1. 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.

10.4. Government Possession of Work. The Government may take possession of any completed or partially completed work as provided for under FAR 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.

10.5. 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.

10.6. Warranty of Construction. Warranty of Construction shall be executed in accordance with FAR 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.

10.7. Warranty Service Calls. The Contractor shall furnish to the CO the names of local service

representatives and/or Contractors that are available for 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.

10.8. 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.

10.9. 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.

10.10. Pre-Final Inspection. The Contractor shall notify the CO and the Cognizant Civil Engineering Squadron at least three (3) 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.

10.11. 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.

10.12. 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.

10.13. 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.

10.14. 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.