Statement of Work (SOW)

for

NATIONAL CAPITAL REGION (NCR)

MULTIPLE AWARD TASK ORDER CONTRACT (MATOC)

01 July 2026

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PART 1 STATEMENT OF WORK

1. Contract Description

This Multiple Award Task Order Contract (MATOC) is to provide minor construction, Sustainment, Restoration and Modernization (SRM) on seven (7) installations located in the National Capital Region (NCR). This MATOC covers six (6) U.S. Army Garrison Directorate of Public Works (DPW) and, the Arlington National cemetery (ANC). The six sites are 1. U.S Army Garrisons Aberdeen Proving Ground (USAG-APG), 2. Fort Belvoir (USAG-FBVA), 3. Fort Detrick (USAG-DET1), 4. Fort George G Meade (USAG-MEAD), 5. Fort A.P. Hill (USAG- FAPH), and 6. Joint Base Myer-Henderson Hall (USAG-MYER). All work shall be performed in strict accordance with all the terms, conditions, special contract requirements, specifications, drawings, and attachments contained in the contract or incorporated by reference. The Contracting Officer will issue individual Task Orders (TOs) for restoration and minor construction projects identified by the installations' DPW.

This contract will be a Firm Fixed-Priced, indefinite delivery, indefinite quantity (IDIQ) type contract with a five-year base period and two (2) one-year option periods for a total of seven (7) years. This IDIQ contract is for SRM, minor construction, and will employ a wide variety of individual construction tasks.

The Government will employ appropriate project oversight to ensure the Contractor is conducting SRM in accordance with (IAW) this document. The Government reserves the use of an on-ramp/off-ramp provision throughout the life of this contract to mitigate poor performance and increase the overall pool of competition. MATOC vehicles are typically structured with lengthier periods of performance causing potential for active competition amongst the original pool of awardees to become stagnant over time through competitive dominance by only a few of the awardees over the life of the contract. The on-ramp puts Contractors on notice that the Government can add new Contractors to the pool of competition under the MATOC, keeping competition active. The Government will evaluate the current pool of Contractors periodically, but specifically at year three (3) within the ordering period, and year six (6) within the optional ordering period, if exercised. This will be done to determine if a strong, active pool of competitive Contractors remains, or to obtain access to additional capabilities. If the Government determines that it is necessary to on-ramp additional Contractors, a request for proposal (RFO) will be posted under the same terms and conditions of the initial NCR MATOC solicitation to include basis for award. New Contractors entering the NCR MATOC as a result of the on-ramp process will be subject to the same minimum guaranteed terms and conditions in place at time of initial IDIQ awards. New Contractors added during the on-ramp process will not impact the NCR MATOC ceiling as established. While it is important to be able to add Contractors to the MATOC to increase and sharpen competition, it is equally important to be able to remove Contractor should they be under performing and/or are non-responsive and fail to compete effectively. Failure to compete effectively is defined as; (1) not proposing on any RTOPs; or (2) submitting unrealistic proposals in response to the RTOPs; or (3) failure to win a TO withing the first twenty-four (24) months of the IDIQ contract award. The off-ramp puts Contractors on notice that the Government may remove them from the MATOC during the life of the contract after the minimum obligation has been satisfied, to motivate peak performance for continued

competition and awards. Any Contractor who is at risk of failing to compete effectively, after the first twelve (12) months of IDIQ contract award will be required to meet with the Contracting Officer (KO) and Contracting Officer Representative (COR) so they may assist the Contractor in competing more effectively. The KO reserves unilateral right to off-ramp Contractors who fail to compete effectively within the competition pool, if it is in the best interests of the Government in managing the NCR MATOC contract. It is the Government's intent to terminate any off-ramped Contractor's IDIQ contract at no cost to the Government.

1.1 Contract Use The contract will be used for the acquisition of base SRM requirements, minor construction, small renovations, modernization, demolition, and restoration. This contract will employ a wide variety of individual construction tasks. At the time of each task order requirement, the Request for Task Order Proposal (RTOP) will include, depending on the project requirement, the evaluation/award criteria and unified instructions creating a cohesive, streamlined process for the award of TOs against the MATOC to be utilized by all seven (7) installations. The Statement of Work (SOW) for each task order will include tasks in a variety of engineering areas to include but not limited to electrical, environmental, mechanical, and structural. All work associated with this contract is unclassified.

1.2 Contract Response This contract will provide a vehicle to execute a broad range of SRM work on real property located on the seven (7) Army sites included in the NCR (listed above). TO requirements will be executed based on the Installation's Annual Work Plan.

1.3 Potential Projects Potential projects include, but are not limited to, barracks, administrative facilities, maintenance shops, child development centers (CDC), physical fitness centers, maintenance shops, food service facilities, ranges and training facilities, museums, airfield structures (including rigid and flexible paving), roads, public safety facilities (police, fire and crash rescue), athletic fields, underground utilities, overhead utilities, gates, cemeteries, warehouses, auditoriums, and research, development and testing facilities and other general construction work deemed necessary to support mission requirements. Facility renovations and construction shall conform to the requirements of the technical criteria described in the SOW for each TO.

2. Contractor Responsibilities

2.1 Regulatory Responsibilities The Contractor shall assume full responsibility and liability for non-compliance with all Federal, State, and local laws, regulations, codes, policies, and directives pertaining to the health and safety of personnel during the execution of work and shall hold the Government harmless. The Contractor shall perform all related Contractor administrative services, planning, programming, and management necessary to perform the work, to include but not limited to maintenance of accurate and complete records, files, and libraries of documents on a Government provided system (e.g., MS Teams, SharePoint, etc.).

2.2 Administrative Responsibility The Contractor's work and responsibility shall include all Contractor planning, programming, administration, and management necessary to provide all repair or construction and related services as specified in the statement of work that will be provided per TO.

2.2.1 The Contractor shall conduct the work in strict accordance with the contract and all applicable federal, state and local laws, regulations, Unified Facilities Criteria (UFC), Unified Facilities Guide Specifications (UFGS), International Building Codes (IBC), directives, and installation policies.

2.2.2 The Contractor shall ensure that all work provided meets/exceeds the drawings and specifications identified in the TO.

2.2.3 The Contractor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified under this Contract and within individual TOs.

2.2.4 The intent of these specifications is to furnish concise IBC and/or commercial standards for maintenance, repair and minor construction of Government facilities. In the absence of specific guidance in the technical specifications, UFC, UFGS, IBC and/or commercial standards, or installation standards as a minimum shall be utilized.

2.2.5 The Contractor shall coordinate and schedule all applicable work IAW Federal, State, and local Government Agencies, as required by those agencies.

2.3 Technical Specifications Guidance The intent of these specifications is to furnish technical specifications for the SRM, and minor construction of Government facilities. In the absence of specific guidance in this contract's Technical Specifications, industry building codes and standards shall be utilized.

2.3.2 In case of a conflict amongst these laws, regulations, and codes the most stringent law, regulation, or code shall apply.

2.4 Historic Facilities, Facility Access and Storage

2.4.1 Site Visits The Contractor shall visit and inspect the job site prior to the start of any work. The Contractor shall document (with photos, a photo pass may be required for each installation, as certain areas or buildings are off-limits for photography or filming) any damaged areas and promptly turn them into the installation Contracting Officer Representative (COR) or Alternate COR (ACOR) associated with the TO, so as to preclude any responsibility for damages present that are not a result of the performance of work required in the TO. In the absence of the COR, the Contractor will report to the ACOR. Additionally, the contractor should obtain permission for any photography, filming, or drone use. These are prohibited on most installations.

2.4.2 Conditions of Occupancy The buildings being worked under this contract may be occupied throughout the course of the work. Adequate protection of people and property shall always be provided. The work shall proceed in such a manner as to prevent undue spread of dust and flying particles. The Contractor is responsible for any damage, spreading of dust, and flying particles to personal property or equipment within the buildings. The Contractor shall correct, repair, or replace the damaged property or equipment to the satisfaction of the Contracting

Officer at no additional expense to the Government. Nothing in this paragraph shall be construed to relieve the Contractor, its subcontractors at any tier, or their employees from liability for personal injury they cause.

2.4.3 Contractor Facilities and Work Areas The Contractor's Field Offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated by the Contracting Officer.

2.4.3.1 Temporary movement or relocation of Contractor facilities shall be made only after obtaining Contracting Officer approval. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby waters.

2.4.3.2 Spoil areas shall be managed and controlled to limit spoil intrusion into areas designated on the drawings and to prevent erosion of soil or sediment from entering nearby waters.

2.4.3.3 Temporary excavation and embankments for work areas shall be controlled to protect adjacent areas from despoilment.

2.4.4 Facility Equipment and Storage If specified in individual TOs, furniture and portable office equipment in the immediate work area shall be moved by the Contractor, protected from damage, and returned to its original position. Equipment will be always maintained in safe operating conditions and fire-safe conditions.

2.4.4.1 The Contractor shall store equipment and furniture that is removed in performance of work as directed by the COR/ACOR or reuse in work as required by drawings and specifications. Equipment and furniture temporarily removed shall be protected, cleaned, and replaced equal or better than its condition prior to starting work.

2.4.4.2 The Contractor shall cover equipment and furniture that is to remain in place within the contract operations area and protect it against damage or loss.

2.4.4.3 Security for equipment or material that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

2.4.4.4 The Contractor shall secure vehicles and mobile equipment. Vehicles not in use shall have the keys removed or by other physical means.

2.4.4.5 Sensitive equipment and personal computers shall be moved by the Government as arranged by COR/ACOR.

2.4.4.6 If the work required by the TO will not allow furniture and portable office equipment to be returned to its original location, new locations will be designated by the COR/ACOR for placement by the Contractor at no additional cost.

2.4.4.7 Work of this nature shall be considered incidental to a project's requirements. It is not the expectation of the Government that the Contractor be required to remove complete sets of office furnishings or equipment without reasonable consideration.

2.4.4.8 Office furniture includes, but is not limited to, desks, chairs, credenzas, and filing cabinets. Portable office furniture includes, but is not limited to, computers, wastebaskets, and coat racks.

2.4.5 Facility Access In anticipation of starting work on a project, the Contractor shall coordinate access to the affected Facility with the COR/ACOR a minimum of fourteen (14) calendar days prior to the desired date of starting work, unless otherwise specified in the subject order. The area work is to be performed under this contract may be occupied by the Government throughout the construction period. The Contractor shall have access to that portion of the area within which work is to be performed.

2.4.5.1 Reported The Contractor shall report to the Contracting Officer and the COR/ACOR, if access cannot be obtained to facilities because the Customer or Facility Users failed to be available at the prearranged time. The movement of Contractor's personnel, equipment, materials, and tools shall be confined to this area. The Contractor shall ensure access to all Fire Detection and Suppression Systems in case of emergencies or for other Fire Department purposes.

2.4.6 Delivery of Materials Delivery of materials and equipment shall be made with minimum interference to Government operations and personnel. It is the responsibility of the Contractor or subcontractor to inform their Vendors or Truck Drivers of the prime Contractor's name, contract number, and job site. The Contractor shall coordinate and provide escorts for suppliers' trucks from the perimeter gates to the job site, as required.

2.4.7 Elevator Use Elevators in a Facility do not guarantee availability to the Contractor during the construction period. The use of an existing elevator shall be approved by the Contracting Officer prior to use. Such use will be of an intermittent and temporary nature. Any temporary use of an elevator shall be arranged and approved with the Contracting Officer. The Contractor shall protect the elevator against damage during use.

2.4.7.1 The Contractor shall provide and maintain suitable and adequate protection covering for the elevator machinery, the hatchway entrance, and the interior of elevator during the period of temporary use. In no case shall the load exceed the rated capacity of the elevator and will not be permitted. The Government will bear the cost of electrical current for the operation of the elevator. On completion of the work, the Contractor shall remove the protective coverings together with any resultant dirt and debris and leave the equipment in a condition equal to that which it was found.

2.4.8 Secure Facilities Access Portions of the work under the contract are performed in secure areas. In these cases, the Contractors will be escorted by the Government activity representative and adequate security measures will be established, maintained, and monitored by the appropriate Government personnel. The Contractor shall provide a two (2) workday advance

notice to the COR/ACOR for an escort request if necessary. Contractor employees shall be free of felony convictions, and prior Military Service Members shall have an honorable discharge. No cell phones or other electronic devices will be allowed in secure areas.

2.4.8.1 Badging for Facility Access In special circumstances Contractors will need to be registered and required to wear badges while at the site. Contractors shall be responsible for delays due to Contractor employees' disqualification for security badges. Such delays will not be deemed excusable. The Contractor shall accommodate the security requirements for materials and personnel that enter and leave the site. A standard check-in and check-out procedure may occur. These issues will be discussed at the pre-construction conference.

2.4.9 Weatherproofing Facilities The Contractor shall ensure the building(s) are weatherproofed and secured at all times. During the performance of this contract from the notice to proceed (NTP) to Government acceptance, the Contractor shall be responsible for maintaining personnel, furnishings, and building(s) from water damage, dust, dirt, etc. The Contractor shall restore any damage to the original state at no additional expense to the Government.

2.4.10 Historic Facilities Historical, Architectural, and Landscaping Requirements Cultural resources on Federal property are protected and managed by the Archaeological Resources Protection Act of 1979 and other applicable laws. All items having any apparent historical or archaeological interest discovered during any construction activities shall be carefully preserved.

2.4.10.1 Repair and Replace Parts The Contractor shall repair or replace parts with products similar in appearance to the original. Restoration, renovation, or replacement to historic buildings shall be approved by the Contracting Officer. The Contractor shall coordinate all work through the Cultural Resources Manager to ensure the proposed work agrees with The Secretary of Interior's (SOI) standards and any project specific requirements. Location maps are available at the DPW.

2.4.10.2 Historic Property or Archaeological Site Historic properties and archaeological sites are subject to the provisions of the National Historic Preservation Act (NHPA). The Contractor shall maintain the historic properties IAW the NHPA, 54 United States (U.S.) Code § 300101, National Preservation; 36 CFR Part 800, Advisory Council on Historic Preservation; and UFGS. The Contractor shall comply with all applicable Federal Historical Structure and Archeological Laws. Location maps can be found at the local DPW.

2.5 Permits

2.5.1 Dig Permit Any work involving disturbance of earth will require a Dig Permit. The Dig Permit shall be submitted electronically to the KO/COR/ACOR at least 30 calendar days prior to digging. The Contractor will be required to resubmit the Dig Permit every thirty (30) calendar days to ensure all agencies remain aware of the ongoing work and so that other agencies can notify the Contractor of any changes to the project site that may have occurred. Each subsequent Dig Permit shall be provided to the project inspector no later than the termination of the previous 30-day period.

2.5.1.1 Discovery of Unexploded Ordnance (UXO) The Contractor shall accept award with the knowledge that encountering UXO is a possibility in the performance of this contract. The TO will identify the hazardous areas and specify any safety requirements necessary for work in the area. The Contractor shall be required to comply with Army Regulations (AR) and Policies. The Contractor shall report the discovery of a UXO to the installation COR/ACOR associated with the TO within thirty (30) minutes. The Contractor shall not move, pick up, or disturb the UXO.

2.5.2 Permits, Fees, and Licenses (Non-Environmental) The Contractor shall be responsible for all coordination, permits, licenses, taxes, payment of fines and penalties for noncompliance, and associated fees. The Contractor shall, at no additional cost to the Government, obtain all appointments, licenses, and permits required for performance of work and for complying with all applicable Federal, State, and local laws and regulations. Items include, but are not limited to, fees associated with hot work permits, State and City requirements for specially licensed or registered Contractors to perform work and building permits.

2.5.3 Archaeological Clearance The Contractor shall obtain archaeological clearance before undertaking any ground disturbing activities. This shall include all areas except improved roads, grounds, and similar areas. The Contractor shall assume all claims and costs for mitigating damage caused to cultural resources. The Contractor shall report damages or disturbances to the Contracting Officer and the installation COR/ACOR associated with the TO within twenty-four (24) hours.

2.5.3.1 Archaeological Finds The Contractor shall leave the archaeological finds undisturbed and shall immediately report the find to the installation COR/ACOR associated with the TO. The Contractor shall provide the installation COR/ACOR associated with the TO with all information as to the specific location and nature of the findings. By reason of discovery, the Contracting Officer may order delays in time of performance or changes in work or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract IAW the applicable clauses of the contract.

2.5.4 Excavation and Utility Permits The Contractor shall not begin excavation for restoration or construction without obtaining an approved excavation permit showing the location of all underground utilities. The Contractor shall obtain Excavation permits from the DPW in advance of performing work as specified under each TO.

2.5.4.1 The Contractor shall request excavation permits a minimum of seven (7) calendar days in advance or as specified in the TO. If excavation has not commenced within three hundred sixty-five (365) calendar days of receipt of the Excavation Permit, a new Excavation Permit shall be obtained prior to beginning excavation. Copies of completed permits shall be provided to the COR/ACOR upon receipt.

2.5.5 Environmental Permits The Contractor shall perform all tasks necessary to prepare environmental permit applications and submit them to the installation COR/ACOR associated with the TO for review. The development of the information required for these permits may be required as part of individual TOs. When permit requirements change during contract performance period, the additional costs to obtain those permits shall be paid by the Contractor.

2.6 Outages & Disruptions The Contractor shall perform work in a manner that will minimize disruptions to normal base operations. The Contractor shall inform the COR/ACOR, a minimum of seven (7) calendar days prior to any outages, special problems, or circumstances that will impact normal operation. The Contractor shall request a waiver from this requirement from the Contracting Officer or the COR/ACOR for utility outages that will be of a very limited nature such as a few rooms of a building. If during work performance, the Contractor has determined that a utility-related situation involves risk to life or substantial risk to property, utilities shall be immediately disrupted to reduce the emergencies and alleviate risk. The Contractor shall notify the Contracting Officer and the COR/ACOR NLT one (1) hour following the utility disruption.

2.6.1 Disruptions to Fire Suppression System The Contractor shall notify the Contracting Officer if there are disruptions to sprinklers or alarm systems requiring either the evacuation of the building or a fire watch provided by the Contractor. Any disruptions to Fire Protection systems will be coordinated with DPW and the respective Fire Marshal/Fire Department. The Fire Department will reset alarm systems to operational status when advised by DPW.

2.6.2 Disruption of Electrical Service & Comm Facilities The Contractor shall not disturb electrical or communications facilities and wiring not discussed in the SOW or drawings. Where such facilities require removal for accomplishment of the project work, the Contractor shall notify the Contracting Officer in coordination with the DPW in writing at least seven (7) calendar days in advance of the requirement, for the accomplishment of such removal work by the Government. The Contractor shall allow the utility owner to remove the systems required. If the lines are damaged by the Contractor's construction activities, the Contractor shall restore service within twenty-four (24) hours at no cost to the Government.

2.6.3 Locating and Marking Utilities The DPW will locate and mark locations of all Government-owned utilities such as water, sewer, electrical, and gas, unless site specific requirements differ. The Contractor shall safely and with acceptable means protect utilities in the area that require excavation, by hand digging or other measures, as necessary. All costs for repair and temporary utilities required due to disruption of service shall be borne by the Contractor.

2.6.4 Temporary Utility Outages All temporary outages of any utility services required for the performance of work shall be scheduled with the Contracting Officer or the COR/ACOR no less than seven (7) calendar days in advance of such outages.

2.7 Base Routes & Road Closures The Contractor shall only access the established roadways to the worksite for the transportation of personnel and material. The use of these roads and routes have been prescribed by the DPW and designated by the Contracting Officer for each. The Contractor shall adhere to the above and shall not develop new ingress or egress roads without specific written instructions from the Contracting Officer or the COR/ACOR. The Contractor personnel shall use designated parking areas only and vehicles shall not be parked on grassy areas.

2.7.1 Gate Changes During the performance of this contract, events may require the Government to change the designation of specific gates where delivery access is to be routed. Changes in the specified gates to be used shall not be a cause for a request for a TO modification.

2.7.2 Road Closure Reports The contractor shall ensure that all road closure requests are submitted electronically to the COR/ACOR at least two (2) weeks in advance of when the closure is required. This request must include, at a minimum, the location & anticipated duration of closure. Road closure requests must be reviewed by the COR/ACOR, Provost Marshals Office (PMO), Fire Department, and approved by the Garrison Commander before any road closure will be allowed to take place. It is recommended that any road closure request be submitted as soon as possible to avoid delays.

2.7.3 Failure to Comply If the Contractor fails or refuses to comply with the above, the Contracting Officer may issue an order stopping all work. No part of the time lost due to any such order shall be made the subject of claim for extension of time or for excess costs or damage by the Contractor.

2.8 Contractor Vehicles All vehicles operated in support of the contract, including the Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles, shall be registered, insured, licensed, and safety inspected IAW Federal, State, and local requirements.

2.8.1 Vehicle Marking The company name shall be prominently displayed on all Contractor vehicles operated on Army installations and the ANC. The Contractor may obtain entry passes at the Visitors Center for vehicles needed to transport materials and equipment. The Contractor will be required to present proof of insurance, driver's license, vehicle registration, and other documentation as needed to obtain vehicle entry pass.

2.8.2 Restricted Area Access Entry to restricted areas of installation will require a vehicle pass and additional clearances. All commercial vehicles requiring installation access will require inspection through the respective gate (see site specific requirements).

2.8.3 Debris Transport The Contractor shall load all trucks leaving the site with loose debris in a manner to prevent dropping of materials on the streets. Vehicles transporting materials for work performance under this contract and traveling anywhere on the Garrisons shall have the materials covered with a tarpaulin. The Contractor shall clean up any materials that fall from trucks. Transportation of asbestos, hazardous materials, hazardous waste, or general waste shall be carried out IAW Federal, State, and local laws and regulations.

2.8.4 Seatbelt Requirements The Contractor shall adopt and enforce an aggressive on-the-job seat belt policy for all employees operating or riding in company-owned, rented or personally owned vehicles operated on Federal Property.

2.9 Site Storage, Maintenance and Clean Up

2.9.1 Contractor Storage/Laydown Yard There is no designated Contractor Storage/Laydown yard provided. The Contractor is encouraged to use the TO job site for staging materials. The

Contractor is advised that an off-base storage/staging area may be useful for execution of some TOs. Security shall be the responsibility of the Contractor in all cases. The Government has no liability for materials or equipment which become lost or damaged.

2.9.2 Construction Site Maintenance The Contractor shall store all supplies and equipment in Contractor-designated facilities so as to preclude mechanical and climatic damage. The site shall be maintained in a neat, orderly manner, and sanitary condition. The Contractor shall ensure the premises is kept free at all times from accumulations of waste material and rubbish resulting from work performed under this contract. Work sites shall be kept free of debris and materials which could cause injury to employees or others in the area. Open excavation and other potential hazards shall be barricaded or fenced off to prevent injury IAW Federal, State, and local laws and regulations. The job site and Contractor's area shall be subject to inspection by the KO/COR/ACOR. The Contractor shall correct any violations cited.

2.9.3 Daily Clean-Up The Contractor shall clean up all debris and discarded materials resulting from his/her operations at the end of each workday. Materials shall be disposed of off-post in accordance with Federal, State, and local laws, regulations, and policies. In case of a conflict among these laws and regulations, the most stringent law, regulation, or policy shall apply. Open burning of scrap or unsalvageable material is forbidden.

2.9.4 Final Clean-Up Upon completion of the project, the Contractor shall conduct a thorough final cleaning. This shall include normal daily cleanup, vacuuming, dusting, mopping, and all other necessary items as appropriate. Upon Pre-Final Inspection, the work area shall be ready to be occupied by the customer without any additional cleanup.

2.9.5 Trash Removal Unsalvageable materials shall become the property of the Contractor and disposed of at the Contractor's expense. Materials to be removed shall be removed without damage to adjacent areas. All damage resulting from the removal activity shall be repaired by the Contractor at no cost to the Government. Repair shall be made with materials of like nature, type and construction as were damaged or exist adjacent to the areas to be repaired.

3. Subject Matter Experts required for this Contract

All work as identified in each discipline is meant to provide the contractor with an overview of the anticipated work but is not all-inclusive. The Contractor shall ensure all employees and associated subcontractor(s) are certified or licensed within specific disciplines or areas of expertise as required by the states in which the work is occurring. All construction and maintenance affecting real property shall conform to the architectural theme of the respective installations as defined in the Installation Design Guide and is subject to the approval of the DPWs. Types of work that may be included by the Government based on the specific TO are as follows:

3.1 General Types of Trade Analysis of building systems and ancillary structures to include but not limited to foundations, underwater structures, reinforced concrete, equipment mounting, shock isolation, reinforced masonry, wood and timber, steel joists, steel decks, structural steel frame systems, steel bracing, steel connections, non-building structures, welding procedures,

detailing of structural components and hardened (protective) structures, and snow loads. Additionally, enclosures, shelters, building systems, mobile buildings, chimneys, grout, mortar, concrete, brick, concrete masonry units (CMUs), waterproofing, insulation, caulking and sealants, roofing, gutters, drains, metal decking, joists, siding and exterior surfacing, levelers, docks, ramps, stairs, shelving, windows, doors, painting, finishes, louvers, awnings, shutters, panels, grills, ceilings, acoustical areas, walls, paneling, flooring (conductive and nonconductive), carpeting, tiles, builder's hardware, signage, metals, woods and plastics, millwork, thermal and moisture protection, playground equipment, fireproofing, equipment systemization layouts, building fixtures and furnishings, and handicap systemization. Also to include earthquake consideration of utility systems, non-building structures such as elevated tanks, vertical tanks on ground, horizontal tanks, retaining walls and buried structures, anchorage and support of mechanical and electrical equipment and applications of industry building codes and standards. All work must conform to the architectural theme of the respective installations as defined in the Installation Design Guide and is subject to the approval of the DPW.

3.2 Horizontal Maintenance Topographic surveying, grading and earthwork, surface and subsurface storm drainage and drainage control structures, storm water management, erosion and sediment control, clearing and grubbing, paving and surfacing for roads, parking areas, and sidewalks, parking layout, pavement markings, traffic control and signage, gates and fencing, curbs and gutters, railroads, dewatering, landscaping, seeding and sodding, riprap, geotechnical investigations, slope stabilization, foundations, borings, trenching, piles and caissons, piers, bridges, spill containment, berms, demolition, airfield runway and taxiway and aprons.

3.3 Reserved

3.4 Electrical Electrical distribution systems (Low, Medium, & High Voltage) and network balancing (aerial and underground), transmission lines, substations, poles (telephone and power), towers, ducts, raceways, conduits, tubing, connectors, wires, cable, cable trays, outlet boxes, cabinets and enclosures, supports, fiber optics cable and equipment, manholes, concrete pads, insulators, lightning arrestors, transformers, capacitors, switches, relays, fuses, grounding, lightning protection, cathodic protection, service entrances, panel boards, circuit breakers, motor control centers, special equipment/systems, targeting systems, resistance heating, starters, uninterrupted power supplies (UPS), beacons, batteries, generators, solar systems, receptacles, lighting fixtures, lamps, ballasts, equipment connections, special outlets, disconnect switches, splices, terminations, control systems, security systems, Intrusion Detection System (IDS), utilities monitoring and control systems (UMCS), and similar microprocessor environmental control systems, audio and visual communication systems, telephone systems, instrumentation systems, and fire detection and alarm systems.

3.5 Environmental Industrial and sanitary sewers, waste treatment facilities, septic tanks with drains, portable toilets, wells, water treatment facilities, water distribution systems, potable and fire water supplies including wells, piping, pumps, valves, sprinklers, water use analyses, sludge removal, leakage analysis, wetland delineation, wetland mitigation and hazardous waste analyses, and disposal of waste products.

3.6 Mechanical Systems Heating, Ventilation, and Air-Conditioning (HVAC) systems to include but not limited to HVAC Controls (Air and water side components), chillers, cooling towers, refrigerants, condensers, air-handling units (Central, Constant and/or Variable-Air Volume, Fan-Coils), heat transfer surfaces (heating/cooling coils, infra-red heating), furnaces (electric, Hot water, natural gas), boilers (electric, gas, oil, water tube, fire tube, condensing), air distribution (ductwork, fans, dampers), cooling/heating water distribution piping, pumps, and valves. Air compressors, air dryers and associated distribution systems. Conveying systems to include but not limited to elevators, moving walkways, dumbwaiters, escalators, hoists, cranes, lifts, and material handling systems. Fuel distribution systems, Petroleum Oil Lubricants (POL) and supporting equipment to include but not limited to POL storage tanks and associated distribution piping, valves, pumps, and controls. Plumbing systems to include but not limited to domestic hot/cold water distribution (piping, valves, fixtures, backflow preventors), natural gas distribution, medical and industrial gas distribution, sanitary sewer piping systems, gray water systems, vent piping systems, domestic hot water heaters, irrigation systems, leak detection, and hazardous waste. Fire Protection Systems to include but not limited to wet-pipe, dry-pipe, deluge, chemical, pre-action, CO2 and associated components such as sprinklers, Fire alarm Control Panels (FACP), heat/smoke detectors, annunciators, and horn/strobes.

3.7 Safety The Contractor shall be fully responsible for and shall assume all liability for compliance with all applicable regulations pertaining to the health and safety of personnel during execution of work. The Contractor shall hold the Government harmless for any action on its part or that of its employees, subcontractors or Contractor's representatives, which results in illness, injury, or death to anyone on the Federal grounds. All rules of safety which are or may be imposed upon the Contractor by federal, state or municipal code, and the applicable regulations shall be effectively carried out in the performance of this contract.

3.7.1 Safety Meeting The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site Representative(s), the PM and the Safety Representative(s) shall attend this meeting.

3.7.1.1 Pre-Construction Safety Meeting The pre-construction safety meeting representatives of the Contractor shall meet with the Contracting Officer and installation COR/ACOR associated with the TO prior to the start of alteration or construction activities for the purpose of reviewing the Contractor's Safety and Health Programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract.

3.7.1.2 Measures of Control The Contractor shall be prepared to discuss, in detail, the measures to control any unsafe or unhealthy conditions associated with the work to be performed under the contract or TO. This meeting may be held in conjunction with the pre-construction conference, if so directed by the Contracting Officer or the COR/ACOR. The conduct of this meeting is not contingent upon a general pre-construction meeting.

3.7.1.3 Personnel Safety Briefing All Contractor personnel shall receive a safety and fire prevention briefing prior to reporting to work. The Contractor shall notify the Contracting Officer and installation COR/ACOR associated with the TO of the time and location of this briefing at the Pre Construction Meeting.

3.7.2 Personal Protective Equipment The Contractor shall provide workers with personal protective equipment (including respiratory equipment) and comply with the safety standards applicable to machinery and mechanized equipment, ladders and scaffolds, fire prevention and protection, stripping of concrete forms, clean up and housekeeping and other safety measures for the prevention of accidents during construction.

3.7.3 Safety Hazards The Contractor shall not permit employees to place materials, tools, machines, and other equipment in an unsafe position. The Contractor shall provide and place signs to mark areas that are slippery or unsafe to effectively address or eliminate posed safety hazards. The Contractor shall allow passage of traffic through corridors by interrupting the performance of their work, if necessary.

3.7.4 Construction Project Site Sign The Contractor shall furnish the construction project sign(s) for project identification. The sign(s) shall be displayed and mounted for reading by passing viewers. The exact sign placement location will be designated by the installation COR/ACOR associated with the TO. The Contractor shall be responsible for maintaining the sign(s) during construction and shall remove the sign(s) from the job site upon completion of the project. The sign(s) shall include, at a minimum, the following: project title, description, Contractor's name, Contractor point of contact (POC) information, Government POC information, and scheduled completion date. The Contractor shall consult the DPW for further guidance on construction project site sign specifications.

3.7.4.1 Signs, Barriers, Barricades The Contractor shall provide signs, barriers, and barricades to provide a safe working area for building occupants and workers. A plan for signs, barriers and barricades shall be submitted electronically to the installation COR/ACOR associated with the TO for approval prior to beginning work on a TO for which signs, barriers and barricades are required to define the working area.

3.7.5 Safety Data Sheets (SDS) The Contractor shall obtain SDS for all materials and supplies IAW Federal, State, and local laws and regulations. The Contractor shall electronically submit to the Contracting Officer and the installation COR/ACOR associated with the TO copies of SDS for all hazardous materials seven (7) calendar days prior to bringing the materials on the Garrison. No hazardous materials shall be brought on to the Garrison without prior approval of the Contracting Officer.

3.7.6 Medical Surveillance All personnel requiring respiratory protection shall have an annual medical examination to ensure they are physically qualified to wear respiratory protection. Those requiring respiratory protection shall be fit-tested IAW appropriate regulations. Any other medical surveillance requirements shall be determined by on-site conditions and exposures.

NOTE: Review Appendix 2.1.4 APG UXO Sustainment

3.7.7 Confined Space Entry Procedures The Contractor shall comply with applicable Confined Space Entry Procedures and OSHA Standard 29 CFR 1910, Confined Space Entry. The Contractor shall obtain a permit from the Garrison Authority before accessing confined spaces.

3.7.8 Noise Control The Contractor shall monitor the job site for hazardous noise conditions. If warranted, a Hearing Conservation Program and Noise Abatement Program shall be implemented. The Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations relative to noise control. The Contractor shall have a Hearing Conservation Program in force during times the noise level averages 85 decibels (dBA) or greater for Contractor and Government personnel.

3.7.9 Safety Materials and Equipment Special facilities, devices, equipment, clothing, and items such as hard hats, breathing apparatus, and traffic barriers used by the Contractor in the execution of work shall comply with the applicable regulations. The Contractor shall provide all materials and equipment at no additional cost to the Government. The DPW may order daily removal of certain equipment considered unsafe without additional compensation to the Contractor. The Contractor shall use the products containing non-hazardous components if a product containing hazardous components can be substituted for a product with non-hazardous components. The Contractor shall always have the appropriate SDS on-site.

3.7.10 Poster Displays The Contractor shall comply with requirements for displaying posters furnished by the Government which pertain to fire prevention, health and sanitation measures, accident prevention, and similar purposes pertinent to Army Activities.

3.7.11 Safety Acts, Regs and Guidance Life safety, force protection, fire protection systems, industrial hygiene, flammable gases, medical safety and hygiene, asbestos and/or lead based paint evaluation and (removal/encapsulation), blast distances, and Failure Mode and Effects Analysis (FMEA), Occupational Safety and Hazards Act (OSHA), Uniform Federal Accessibility Standards (UFAS) Fed Std.795, Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities, Architectural Barriers Act (ABA), and Accessibility Guidelines published in the Federal Register published in the Federal Register July 23, 2004 amended August 5, 2005 (Volume 69, Number 141).

3.7.12 Safety Requirements Failure to conduct operations under this contract on any subsequent TO in a manner consistent with the prescribed safety requirements may result in immediate orders for cessation of work by the Contracting Officer or installation COR/ACOR associated with the TO until the safety violation is corrected. Costs associated with work stoppages (required due to unsafe construction practices) by the Contractor or subcontractors shall be borne fully by the Contractor, at no additional cost to the Government.

4. Contractor Furnished Equipment and Government Furnished Equipment & Property

4.1 Government Furnished Material/Property/Equipment The Contractor shall safeguard and maintain all Government Furnished Material (GFM), Property (GFP), Equipment (GFE), and provide for the safety and wellbeing of personnel employed in support of this contract, including but not limited to, compliance with OSHA requirements and with EM 385-1-1, Safety and Health Requirements (which can be viewed at http://www.usace.army.mil/usace-docs), AR 385-10, The Army Safety and Occupational Health Program Procedures, and all State, and local regulations. It is emphasized that the OSHA standards are subject to change, and such changes

may affect the Contractor in performance of the contract. It is the responsibility of the Contractor to acquaint himself with all changes to OSHA standards and the effective date of the changes. Copies of the OSHA standards may be obtained from the Department of Labor (DoL).

4.1.1 Government Furnished Material (GFM), Property (GFP), and Equipment (GFE) The Government will not provide any GFM, GFP, or GFE, unless specified in the individual TO.

4.1.2 Contractor-Furnished Property (CFP) and Equipment (CFE) Contractors must be in compliance with instructions in the basic contract.

4.1.3 Transportation of Government-Furnished Property/Equipment/Materials The Contractor, with their own forces, shall transport all Government Furnished Property (GFP), Equipment (GFE) and/or Materials (GFM), if any, described in the TO. The GFP/GFE/GFM shall be transported from the Government's storage area to the work site or as indicated on the TO. The Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all GFP/GFE/GFM not consumed in performance of a TO.

4.1.4 Builder Sustainment Management System (SMS) The Contractor shall provide a list, including salient data, on all replaced components/ systems (e.g. description of component/system, Manufacturer, Model Number, Serial Number, Voltage, CFM, RPM, etc.).

4.2 Equipment Data Sheet The Contractor shall provide a list of all equipment installed or removed for each TO. This list shall include each piece of equipment, which has a serial number, cost, location, and all the information listed on the nameplate that is necessary to positively identify the equipment. This list shall exclude installation cost(s). The Contractor shall electronically submit the list the KO/COR/ACOR using the template provided in Attachment 1.2 Equipment Data Sheet (template) with the final payment request.

4.3 Standard Products Materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacturing of such products, which are of a similar material, design and workmanship. All products shall be new unless otherwise directed in the TO SOW.

4.4 Salvageable Items The COR/ACOR will determine if materials are salvageable or unsalvageable. Salvageable materials shall be managed as directed by the Contracting Officer.

4.4.1 Salvageable and Unsalvageable Materials The Government reserves the right to specify salvageable material will be turned over to the Contractor, retained by the Government for reuse, and delivered to Public Works or Defense Reutilization Marketing Office (DRMO). Contractor's salvage materials become the property of the Contractor upon removal from the job site. Items of no value, as determined by the Government shall be disposed of at the Contractor's expense. An example of a salvageable item would be a window air conditioner that has been replaced with a new one.

4.4.1 Salvage, Recycle, Reuse Salvage, recycle, and re-use is any material recovered from construction, renovation, and demolition projects that are not disposed of at a permitted landfill.

All salvable material such as aluminum, steel, iron, copper wire, and steel banding straps shall be appropriately recycled off-post.

4.4.1.1 Clean and uncontaminated spoils may include and are limited to, concrete, asphalt (Not To Exceed (NTE) ½ cubic yard in size), brick, masonry, stone, aggregate, soils, and chipped brush and stumps. These materials are generally utilized in borrow pit rehab, mitigation projects, or re-used on-site as fill or grade materials. Access to borrow pits is controlled and monitored by DPW Master Planning.

4.4.1.2 Salvage materials may include, but are not limited to metals, wood, plastics, glass, paper, or cardboard.

4.4.1.3 Weights for these materials shall be tallied using weight tickets if available. If weight tickets are not available, best estimate will suffice. Weights are to be reported in pounds or tons. The Contractor shall submit these reports electronically for a given month to the DPW, Environmental Division before the close of the first week of the following month.

4.4.2 Unsalvageable Material Unsalvageable material shall be removed from the site by the Contractor and disposed of off-post IAW Federal, State, and local laws, regulations, and policies. Some project sites may be adjacent to wetlands.

4.4.2.1 If applicable, wetlands will be identified by the DPW. The Contractor shall not place or store material in any area designated as a wetland.

4.4.2.2 Existing salvageable materials will remain the property of the Government and will be determined on individual TOs or as directed by the installation COR/ACOR associated with the TO.

4.4.2.3 The Contractor shall complete a Manifest of Material form, delivered to the installation COR/ACOR associated with the TO, for each load of waste.

4.4.3 Joint Inventory The Contractor shall conduct a joint inventory prior to commencing any work on a TO with the installation COR/ACOR associated with the TO and agree on the estimated quantities of salvageable materials.

4.4.3.1 This joint inventory shall not limit or preclude the Contracting Officer from designating additional items during the life of that TO. The Contractor shall be accountable for this property.

4.4.4 Salvageable Material The Contractor shall coordinate salvageable material turn-in through the installation COR/ACOR associated with the TO.

4.4.4.1 The Contractor shall complete DD Form 1348-1A, Issue Release/Receipt Document for each type of salvageable material prior to salvageable material turn-in, and a copy of the form shall be furnished to the installation COR/ACOR associated with the TO.

4.4.5 Transport All Salvageable Material The Contractor shall transport all salvageable material to a site as directed by the installation COR/ACOR associated with the TO.

4.4.5.1 The Contractor shall coordinate with the installation COR/ACOR associated with the TO a minimum of fourteen (14) calendar days prior to the estimated date of turn-in.

4.4.5.2 The Contractor shall palletize, box or otherwise prepare for shipment the salvage material to be turned in.

4.4.5.3 The Contractor shall be responsible for the full dollar value and safe keeping of the salvageable material until it is turned into the Government.

4.4.6 Non-salvageable Metals Non-salvageable metals shall be disposed of IAW Federal, State, and local laws and regulations.

4.5 Contractor Tag Contractor shall physically tag all newly installed component/equipment/systems. Tagging shall state the Model Number, Serial Number, and installation date.

4.5.1 Install Tags The Contractor shall install completed tags on the installed equipment by the time of, and as a condition of, final acceptance of the equipment. The final acceptance inspection is scheduled based upon notice from the Contractor. The Contractor shall, at their own expense, update the in-service and warranty expiration dates on these tags if the Contractor is at fault for an inspection delay.

4.5.1.1 Tags Suitable Tags shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation or other elements. Contractor furnished equipment that has differing warranties on its components will have each component tagged. See Attachment 1.8 Equipment Warranty Tag - Sample.

4.5.2 Item Unique Identification System Contractor shall use an item unique identification system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

4.5.3 Serially Managed Serially managed item means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number or unique item identifier.

4.6 As-Built Record of Equipment and Materials The contractor shall furnish one (1) copy electronically to the KO/COR/ACOR of the preliminary record of equipment and the materials used on the project, a minimum of fourteen (14) calendar days prior to final inspection. This preliminary submittal will be reviewed and returned in two (2) working days after final inspection with Government comments. Submit two (2) sets of final records electronically to the KO/COR/AOR of equipment and materials to a maximum of fourteen (14) calendar days after final inspection.

4.7 Warranty Program IAW FAR 46.7 Warranties and DFARS 246.7 Warranties, the Contractor shall establish and maintain a Warranty Program for all equipment, parts, components, and work performed by the Contractor.

4.7.1 Warranty shall cover all costs and shall be for a period of one year for all Task Orders. The warranty period shall be for one year from completion of TO or to the length of the Manufacturer's warranty, whichever is longer.

4.7.2 This requirement applies to all contract work related to each task order. The Contractor shall provide the KO/COR/ACOR with a copy of the warranty and manual for all equipment installed upon completion of work.

4.7.3 Fourteen (14) days after award, the Contractor shall provide the KO/COR/ACOR, or their designated representative, with a plan for managing warranties. The Contractor shall provide to the Contracting Officer the names, addresses, and telephone numbers of Contractor employees responsible for resolving any warranty issues, before the Contractor's final payment request.

4.7.4 Written notification of required warranty repairs will be provided to the Contractor by the Contracting Officer and COR/ACOR, or their designated representative.

4.7.5 Individual TOs and specific material and equipment specifications may require an extended warranty for both materials and labor. This section does not limit any typical Manufacturer's standard warranty.

4.8 Commercial Warranties The Contractor shall ensure that all commercial warranties associated with equipment installed during facility maintenance, repair and minor construction are transferred to the Government within 14 days of Task Order completion.

5. Key Personnel Position Requirements/Contractor Staff Key personnel are identified as the Project Manager, Quality Control Manager, Project Superintendent, and Site Safety and Health Officer. The Contractor shall maintain sufficient management and technical staff available to respond to all the requirements set forth in this contract. The Contractor's staff shall meet the position requirements as stated in the SOW and shall be designated in writing 10 business days prior to contract performance (listing name, address, and cell phone numbers, home telephone number and email address) to the Contracting Officer. The Government reserves the right to approve/disapprove personnel based on the position requirements as stated in the SOW. The Contractor shall provide personnel experienced and knowledgeable in building systems and ancillary structures, horizontal maintenance, mechanical systems, environmental, electrical engineering disciplines, safety, and asbestos/lead abatement. The Government has the right to reject the Contractor's choice of key personnel for failure to meet the qualification standards incorporated into the contract.

5.1 Project Manager The Contractor shall provide a Project Manager within 10 days of award. The Project Manager shall be a contractor employee. This individual and any individual designated to act on his/her behalf, shall have the full authority to contractually commit the Contractor for prompt action on matters pertaining to contract administration of the contract. The

Project Manager shall have a total of 30 hours in OSHA General Construction training courses. The Project Manager shall meet criteria for the roles/responsibilities and education and qualifications requirements in Paragraph 5.1.11 listed below:

5.1.1 The Project Manager (or the designated individual) shall have the authority to contractually commit the Contractor during negotiations and have authority to sign task orders and modifications. The Project Manager shall return documents to the Contracting Officer within four (4) hours of receiving these documents (via email, hand-carry or any other approved electronic means).

5.1.2 The Project Manager shall designate an individual that will be available to meet on-site, within 24 hours of notification by the government, at one of the seven (7) installations for contract clarifications/negotiations, site visits, status updates or any other requested meetings. The contractor shall allow the Project Manager maximum participation for contract clarifications/negotiations and meetings. These may be conducted via video teleconference, but it is at the discretion of the Contracting Officer.

5.1.3 The Project Manager shall be the central point of contact with the Government for performance of work under this contract and responsible for the overall management and coordination of this contract and projects under this contract.

5.1.4 An individual may be designated to act for or on behalf of the Project Manager; but the Contracting Officer shall be notified in writing within 10 business days of the change/request.

5.1.5 The Project Manager may be required to be present at an installation if requested by the Contracting Officer. The Project Manager shall be reachable by phone and email during the hours from 07:30 a.m. to 4:00 p.m., Monday through Friday, except on Federal holidays. Regardless of weekday/weekend status, either the Project Manager or a designated individual with signature authority shall be available by phone and email if requested by the Contracting Officer, during the end of September for no more than two days from 7:30 a.m. to 1200 midnight as necessary to electronically sign task orders for the end of the fiscal year close out.

5.1.6 The Project Manager, or their designee(s) must be able to understand, speak, read, and write the English language fluently.

5.1.7 The Project Manager shall oversee task order accomplishment, administer general instructions to Task Order Project superintendents, and answer all questions from the Contracting Officer pertaining to the task orders during the life of the contract.

5.1.8 The Project Manager is responsible for providing adequate resources to ensure all submittals, drawings, Contractor/subcontractor payrolls and deliverables are provided IAW the terms and conditions of the specific TO and its SOW.

5.1.9 The Project Manager (PM) shall have no other role than that of the PM and shall be an employee of the Contractor (not a subcontractor employee). The PM shall be responsible for coordination and completion of all work under this contract and is ultimately responsible for the

proper execution of the contract. When the Contractor has active on-site work occurring on any task orders, the Project Manager shall email a list to the Contracting Officer and Contracting Officer Representative (COR) denoting the task order and active dates NLT 24 hours before work occurs. Individuals designated by the Project Manager to act for the Project Manager shall meet the qualifications of the Project Manager and shall be employees of the Contractor.

5.1.10 The Project Manager shall ensure that the duties of the Project Manager (or the designated individual) shall not interfere with independence or present a conflict of interest with the appointment of the QC Manager.

5.1.11 The Project Manager shall have an accredited bachelor's degree in engineering, Architecture, Construction Management or a related civil, structural, mechanical or electrical field with a minimum of 10 years of experience managing multiple construction projects that include engineering design prior to construction, facility repair or maintenance projects with an individual project value of at least $1 million and an annual total value of no less than $7.5 million; or experience as a deputy/assistant project manager or higher and an accredited associate's degree in engineering, Architecture, Construction Management or a related civil, structural, mechanical or electrical field with a minimum of 15 years of experience in managing multiple construction projects that include engineering design prior to construction and facility projects with an individual project minimum value of $1 million and a minimum annual total value of $7.5 million.

5.2 Quality Control Manager The Contractor shall provide a Quality Control (QC) manager. The QC Manager shall have a total of 30 hours in OSHA General Construction training courses. The QC Manager shall meet criteria for the roles/responsibilities and education and qualifications requirements in paragraph 5.2.9 listed below:

5.2.1 The QC Manager shall complete the course entitled "Construction Quality Management for Contractors" within 6 months of contract award. The QC Manager shall be responsible for overall management of Contractor Quality Control (CQC) of the overall contract and have the authority to act in all CQC matters for the Contractor.

5.2.2 The QC Manager shall be present on-site and perform daily inspections while the Contractor has active construction TOs.

5.2.3 All Inspectors shall report to the QC Manager and an alternate for the QC Manager shall be identified to serve in the event of the QC Manager's absence.

5.2.4 The QC Manager must be able to understand, speak, read, and write the English language fluently.

5.2.5 The QC Manager cannot at any time act as the on-site Task Order Project Superintendent for any task order.

5.2.6 The QC Manager shall have no other role than that of QC Manager. The QC Manager must be a contractor employee (not a subcontractor employee).

5.2.7 At the request of the COR, the QC Manager must be present on site to meet with Government officials.

5.2.8 The QC Manager shall have an accredited AS degree in Construction Management or a related civil, structural, mechanical or electrical field with a minimum of 5 years specialized experience as a project/job inspector or quality control specialist in a construction environment on multiple projects totaling over $1 million annually or a minimum of 10 years' experience in civil, structural, mechanical or electrical field construction.

5.3 Project Superintendent The Contractor shall provide a Project Superintendent to oversee all task orders issued. The Project Superintendent shall have a total of 30 hours in OSHA General Construction training courses. The Superintendent shall maintain a file at the job site and make it available to the Contracting Officer upon request. The file shall include, but not be limited to, current project documents, executed TO, RTOP, contract drawings, contract specifications, Quality Control Plan (QCP), as-built drawings, and modifications. The Project Superintendent shall meet criteria for the roles/responsibilities and education and qualifications requirements in paragraph 5.3 as listed below:

5.3.1 The Project Superintendent shall have no other role than that of the Project Superintendent and must be a Contractor employee (not a subcontractor employee). The Contractor must list in its technical proposal that the Project Superintendent will be part of each task order.

5.3.2 The Project Superintendent must be able to understand, speak, read, and write the English language fluently.

5.3.3 The Project Superintendent qualifications must meet the requirements of the SOW and shall be designated in writing by the Prime Contractor 10 business days after the award of the contract and provide the name, address, and cell phone numbers, home telephone number and email address of the individual. The Contractor is responsible to provide a Project Superintendent that complies with the qualifications in the SOW. The Project Superintendent shall be present at the installation and performing daily superintendent duties while the Contractor has active construction TOs.

5.3.4 The Project Superintendent shall have an accredited AS degree in Construction Management or a related civil, structural, mechanical or electrical field with a minimum of 5 years of construction experience on multiple projects totaling over $1 million or a minimum of 10 years of construction experience on multiple projects totaling over $1 million annually may be substituted for the associate's degree and 5 years of experience.

5.4 Site Safety and Health Officer (SSHO) The SSHO shall have a minimum of five (5) years of experience in managing and inspecting construction projects. The SSHO shall have proof of the following current certifications and training: OSHA30, and First Aid and Cardiopulmonary resuscitation (CPR) certified.

5.4.1 The SSHO shall have no other role than that of the SSHO and must be a Contractor employee (not a subcontractor employee). The Contractor must list in its technical proposal that the SSHO will be part of each task order.

5.4.2 The SSHO shall be OSHA30, First Aid and Cardiopulmonary resuscitation (CPR) certified with a minimum of 5 years of experience in working on construction sites and has a proven ability to manage all aspects of health and safety on large-scale projects.

5.4.3 In addition to the SSHO, the Contractor may be required to appoint a full-time Contract Safety Manager in writing to the Contracting Officer to ensure compliance with safety regulations and to act as liaison between the Contractor, Installation Safety Officer (ISO) and the COR. See Attachment 1.4 Site Specific Requirements.

5.5 Contractor & Subcontractor Personnel Requirements Contractor personnel performing work under this contract shall be U.S. citizens unless the provisions of Army Regulation 25-2, Information Assurance have been fully completed, and approval has been granted by the Contracting Officer for the non-U.S. citizen to perform the required support. Contractor personnel performing work under this contract shall be able to read, write, speak, and understand the English language to effectively carry out all contract requirements. They shall be able to effectively communicate in person or via electronic devices (telephone or Email) with co-workers, customers, and the general public.

5.5.1 The Contractor shall not allow any employee having possession of, or under the influence of alcohol or controlled substances to perform work.

5.5.2 The Contractor shall provide the necessary personnel to accomplish all work within the time frames specified for each TO. The Contractor's staff shall meet or exceed the position requirements as stated in the TO. The Contractor shall provide experienced and knowledgeable personnel in civil, structural, architectural, mechanical, and electrical engineering disciplines. The replacement and alternate staff shall meet or exceed the same minimum qualifications as stated in the TO.

5.5.3 This includes all tiers of subcontract employees who shall be subject to all installation Regulations and Policies. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site. Individuals who violate such rules, regulations, laws, directives, or requirements may be denied access to the installation, either temporarily or permanently.

5.5.4 Contractor and subcontractor, to include all tiers of subcontracted employees shall be dressed in protective clothing and equipment of safe design and construction for the work to be performed.

5.5.5 The work delivered by the Contractor to the Government are non-personal in nature in that no employer-employee or master-servant relationship exists or will exist under the contract between the Government/Government personnel and Contractor. Contractor personnel shall be

responsible not to the Government, but solely to the Contractor, who shall be accountable to the Government. The work to be performed under this contract shall not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, Contractor personnel shall act and exercise personal judgment and discretion on behalf of the Contractor.

5.5.6 The Contractor shall not hire for this Contract any person whose employment would result in a conflict of interest or employment which is prohibited by the Department of Defense Regulation 5500.7-R entitled "Joint Ethics Regulation (JER)", dated August 30, 1993.

5.5.7 The Contractor's employees shall be subject to the same general rules of conduct while on the installation that apply to Government civilian employees. The Government reserves the right to refuse installation access to any Contractor employee if it to be in the best interests of the Government.

5.5.8 The Contractor will be required to respond within two (2) calendar days from the time contacted by the Contracting Officer or COR regarding conduct of Contractor employees.

5.5.9 The Contractor is responsible for preparing construction documents to include, but not limited to, reports, plans, and specifications, when required by the task order statement of work. All construction documents and inspection and testing services for acceptance of work must be completed by firms appropriately licensed or certified and shall be financially independent of the installer (subcontracted), unless the Contractor is self-performing the work.

6. Work Hours

6.1 Regular/Normal Working Hours Offerors shall perform during normal working hours, in accordance with the SOW specified in individual TOs. The Government's regular/normal business hours will be specified by the installations. Typically, normal work hours are Monday through Friday, notwithstanding the provisions of FAR Clause 52.222-4 Contract Work Hours and Safety Standards-Overtime clause. Any work necessary on Saturday, Sundays, or legal holidays to maintain schedules shall be performed without additional cost to the Government and shall be considered in negotiating Task Order performance time.

6.2 Changes to Working Hours Work will not be permitted outside normal work hours, nor on Saturdays, Sundays or legal holidays unless approved by the Contracting Officer. Requests to work on Saturday, Sunday, legal holidays or any other time that is outside the normal work hours must be submitted to the Contracting Officer electronically in writing, a minimum of five (5) workdays in advance of the date on which such work is expected to commence. The notification shall include a description of work to be performed.

6.3 Holidays The following are legal holidays that are observed by the government:

HOLIDAY	DATE
New Year's Day	1January

Martin Luther King Jr.'s Birthday	3rd Monday of January
Presidents' Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19th day of June
Independence Day	4th day of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veterans Day	11th day of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th day of December

NOTE: When a holiday falls on a Sunday, the following Monday will be observed as a holiday, and, when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by United States (U.S.) Government Agencies. Federal holidays also include any Presidential or Congressionally designated days off other than the holidays listed above.

7. Base Closure and Weather

7.1 Installation Closures When an unforeseen installation closure occurs on a regularly scheduled day of work, the Contractor shall:

a. Reschedule the work to be performed the following day unless the following day is a Saturday, Sunday, a legal public holiday, and when routine work is not scheduled for that day; or
b. Reschedule the work on any day mutually satisfactory.

7.2 Inclement Weather Procedures for inclement weather are addressed in FAR Clause 52.249-10 Default Fixed-Price Construction.

8. Training, Physical Requirements, or Other Expertise Required

8.1 Skill and Licensing Training The Contractor shall ensure all employees are certified or licensed in the specific areas required for each TO. The Contractor shall ensure all required documentation of certification or licensure for Contractor personnel are filed with the COR/ACOR within thirty (30) calendar days prior to employees commencing performance or as directed by the COR/ACOR.

8.2 Security Training The Contracting Officer will identify any security training required before the start of work. The Contractor's key personnel shall train all Contractor personnel at the Contractor's own expense.

8.3 Anti-Terrorism (AT) Training IAW DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors, all Contractor employees, to include subcontractor employees, requiring access to the installation facilities, or controlled access areas, shall complete AT Level I awareness training within 30 days of requiring access and annually thereafter. Send Certificates

of completion to the COR/ACOR via electronic copy. Information and guidance pertaining to DoD antiterrorism awareness training is available at https://jko.jten.mil/.

8.4 Controlled Unclassified Information (CUI) Training All on-site support contractors must complete CUI training initially within thirty (30) calendar days after contract award and within five (5) calendar days of new employees commencing performance. Send Certificates of completion to the COR/ACOR via electronic copy. Training must be completed once every three hundred sixty-five (365) calendar days. The training is located at https://securityawareness.usalearning.gov/cui/index.html

8.5 Operations Security (OPSEC) Training IAW AR 530-1, Operations Security, Contractor employees shall complete Level I OPSEC Awareness Training within thirty (30) calendar days of TO start date and within five (5) calendar days of new employees commencing performance. Send Certificates of completion to the COR/ACOR via electronic copy. Training must be completed once every three hundred sixty-five (365) calendar days. Level I OPSEC training is available at the following website: https://securityawareness.usalearning.gov/opsec/index.htm.

8.6 Contractor Requiring Access to Government Information Systems The Contractor, to include associated sub-Contractor employees, with access to a Government information system shall be registered in the Army Training Certification Tracking System (ATCTS) and shall successfully complete the DoD Information Assurance Awareness Training prior to access to the information systems and then annually thereafter.

9. Organizational Conflict of Interest (OCI):

9.1 Purpose To aid in ensuring that the Contractor does not obtain an unfair competitive advantage by establishing the ground rules for a future competition. The Contractor's objectivity and judgment are not biased because of its present or future interests (financial, contractual, organizational, or otherwise) which relate to work performed under this contract; and the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public or proprietary information belonging to others.

9.2 Definitions

9.2.1 The term “Contractor” in OCI, means: (a) the organization (hereinafter referred to as "it" or "its") entering into this agreement with the Government; (b) all business organizations with which it may merge, join or affiliate now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (c) it’s parent organization, if any and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (d) any organization or enterprise over which it has direct or indirect control now or in the future.

9.2.2 The term "proprietary information", OCI, means any information considered so valuable by its owners that it is held secret by them and their licenses. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

9.3 OCI Examples and Samples The following examples illustrate situations in which OCIs may arise. These examples and Samples are not all inclusive.

9.3.1 Conflict may arise in situations where a company sets the ground rules for a future competition. For example, when a Contractor develops requirements then competes to provide products or services to satisfy those Requirements, thus obtaining a competitive advantage.

9.3.2 Conflict may exist where a contractor's obligations under a contract require objectivity, but another role of the Contractor casts doubt on its ability to be truly objective. An example of this type of conflict is where a contractor's work under one contract entails evaluating itself, its affiliates, or its competitors under a separate contract.

9.3.3 Conflict may arise when a Contractor has access to nonpublic or proprietary information as part of its performance under a contract that gives it an unfair advantage in a competition for a later contract.

9.4 Responsibility of the Contractor for OCI

9.4.1 Providing Systems Engineering and Technical Direction through 9.505-4 Obtaining Access to Proprietary Information. In this regard, the Contractor is responsible for identifying any actual or potential organizational conflicts of interest to the Contracting Officer that arise as the result of performance under this contract. To avoid or mitigate a potential conflict related to performance under this contract, the Contracting Officer will impose appropriate constraints such as the constraints discussed below. Since it is impossible to foresee all the circumstances that might give rise to organizational conflicts of interest, the constraints discussed below are not all inclusive and the Contracting Officer may impose constraints other than, or in addition to, the constraints listed below.

9.4.2 Providing systems engineering and technical direction, the Contractor agrees that if it provides, under a contract or task order or delivery order, systems engineering and technical guidance for systems and programs, but does not have overall contractual responsibility, it will not be allowed to be awarded a contract or task or delivery order to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components.

9.4.3 Preparing specifications or work statements, the Contractor agrees that if it prepares complete specifications for non-developmental items or assists in the preparation of work statements for a system or services under a contract or task order or delivery order, it will not be allowed to furnish these items, either as a prime Contractor, a subcontractor or as a consultant.

9.4.4 Providing evaluation services, the Contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The Contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors.

9.4.5 Obtaining access to proprietary information, the Contractor agrees that if it gains access to proprietary information from other companies, it will exercise diligent effort to protect such proprietary information from unauthorized use or disclosure. In addition, the Contractor agrees to protect the proprietary information of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor also agrees that if it gains access to the proprietary information of other companies it will enter into written agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and to refrain from using the information for any purpose other than that for which it was furnished. The Contractor shall provide copies of such agreements to the Contracting Officer.

9.4.6 If the Contractor, in the performance of this contract, obtains access to plans, policies, reports, studies, financial plans, data or other information of any nature which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, or (b) release such information unless release is otherwise authorized under the contract or such information has previously been released or otherwise made available to the public by the Government.

9.4.7 The Contractor shall obtain from each employee who has access to proprietary information under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary information received in connection with the work under this contract. The Contractor will educate its employees regarding the restrictions imposed by FAR 9.505-4 Obtaining access to proprietary information, so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract, except as provided herein.

9.4.8 The Contractor shall effectively educate its employees, through formal training, company policy, information directives and procedures, in an awareness of the legal provisions of FAR 9.5 Organizational and Consultant Conflicts of Interest, and its underlying policy and principles, so that each employee will know and understand the provisions of that Subpart and the absolute necessity of safeguarding information from anyone other than the Contractor's employees who have a need to know, and the U.S. Government.

9.4.9 The Contractor agrees that it will include the provisions in consulting agreements, teaming agreements, and subcontracts of all tiers, which involve access to information, or the performance of services described in paragraph 5.5, Contractor and Subcontractor Personnel Requirements, above. The use of section 5.5, in such agreements, shall be read by substituting the word "consultant" or "subcontractor" for the word "Contractor" whenever the latter appears.

9.4.10 If this contract provides for the issuance of task or delivery orders, such orders may impose additional requirements and/or restrictions relating to 1.5., to include the requirement for the Contractor and its subcontractors and employees to furnish the Government with written non-

disclosure agreements or statements of no conflict of interest. With regard to any proposal submitted by the Contractor, in response to a Request for Task Order Proposal (RTOP), by submitting its proposal the Contractor represents that it has disclosed to the Contracting Officer, prior to the issuance of the task or delivery order, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR 9.5 Organizational and Consultant Conflicts of Interest.

9.4.11 The award of this contract, and all task or delivery orders issued under this contract, government taskings or acquiescence in the Contractor's performance of services hereunder shall not constitute or be interpreted as a determination that the Contractor is eligible to participate in future procurements, developmental efforts, implementation efforts, or related activities. Only the Contracting Officer for such efforts, applying the rules, principles, and procedures of FAR 9.5 Organizational and Consultant Conflicts of Interest, have the authority to determine whether a conflict exists, in connection with such procurements.

9.5 Representations and Disclosures of OCI

9.5.1 Contractor Disclosure The Contractor represents that it has disclosed to the Contracting Officer, prior to the award of this contract, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR 9.5 Organizational and Consultant Conflicts of Interest.

9.5.2 Contractor Discovery The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after the award of this contract, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflict.

9.6 Remedies and Waiver for OCI

9.6.1 Breach For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with section 1.19., the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract, or any task or delivery order issued under this contract for convenience, if such termination is deemed to be in the best interest of the Government.

9.6.2 Potential Effects The parties recognize that this clause has potential effects, which will survive the performance of this contract, and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the cognizant Contracting Officer by electronically submitting a full written description of the requested waiver and the reasons in support thereof.

10. Meetings

10.1 Coordination Meeting Prior to the issuance of the first TO, the Contractor shall meet with the Contracting Officer or COR/ACOR and discuss the CQC system. During the meeting, a mutual understanding of the system details shall be discussed including the forms for recording the CQC operations, control activities, testing, administration of the system for all work performed, and the interrelationship of Contractor's inspection and control with the Government's quality assurance (QA). Minutes of the meeting shall be prepared by the Contractor and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. Subsequent conferences may be required to re-confirm mutual understanding.

10.2 Pre-Construction Orientation After each TO award, the Contractor shall attend a pre-construction conference scheduled by the Contracting Officer. The Contracting Officer will inform the Contractor of significant matters of interest, to include statutory matters, such as labor standards, subcontracting plan requirements, and other matters of significant interest such as individuals with decision authorities concerning contractual, administrative, security, fire, safety, environmental protection, and construction responsibilities.

10.3 Performance Evaluation Meetings The PM and Quality Control Manager (QCM) shall meet with the KO/COR/ACOR weekly for the term of this contract.

11. Quality Control (QC)

11.1 QC Definition Contractor QC is the means by which the Contractor assures the construction work complies with the requirements of the contract plans and specifications. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be coordinated to the proposed construction sequence.

11.2 Contractor QC System The Contractor shall provide and maintain an effective QC Program or Contractor Inspection System, which will ensure that all materials required under the contract conform to contract requirements whether constructed or processed by the Contractor or procured from subcontractors or Vendors.

11.2.1 The QC system consists of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations, which comply with contract requirements.

11.2.2 The Contractors shall perform or have performed the inspections or tests required to substantiate that all SRM and minor construction conform to drawings, specifications, and contract requirements, unless the required inspection or test is specifically designated to be performed by the Government.

11.2.3 The Contractor's QC system shall include a minimum of three (3) phases of control for all definable features of work as specified hereinafter. These three (3) phases include the following:

11.2.3.1 Preparatory Phase This phase shall occur prior to beginning any work on any definable feature of work. This phase shall include, but are not limited to, a review of contract requirements, assurance of materials and equipment (tested, submitted, and approved), assurance provisions have been made to provide required control testing, work area inspection to ascertain all preliminary work has been completed, conformance (of materials, equipment and sample work) to approved shop drawings or submittal data, and assurance all materials and equipment are available. The results of the preparatory phase actions shall be documented by separate minutes prepared by the QCM and attached to the daily QC report.

11.2.3.2 Initial Phase This phase shall be accomplished at the beginning of a definable feature of work. This phase shall include a check of preliminary work, verify full compliance, establish a level of workmanship, resolve all differences, and check safety to include compliance with hazard analysis. Separate minutes of this phase shall be prepared by the QCM and attached to the daily QC report. The initial phase shall be repeated for each new crew at the job site or if the workmanship is not acceptable to the COR/ACOR.

11.2.3.3 Follow-up Phase Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work.

11.3 Quality Control Representative The Contractor's quality control representative shall visit job sites daily to ensure that quality work is being performed and that contract requirements are being met.

11.3.1 **Daily Reports** The Contractor shall complete a daily QCR for each task order covering each day work was performed. A QCR is not required for days on which no work was performed. Attachment 1.3 Daily Report Template

11.3.2 QCRs shall be submitted electronically to the KO/COR/ACOR on Attachment 1.5 QCR Submittal Form.

11.3.3 Daily QCRs shall be placed in chronological order and submitted electronically with the final payment request for each task order.

11.3.4 QCRs shall be provided digitally and weekly for a task order if requested in writing by the COR/ACOR

11.4 Testing Procedures The Contractor shall perform tests specified or required to verify control measures that are adequate to provide a product which conforms to contract requirements.

11.4.1 The Contractor shall procure the services of an industry recognized testing laboratory or establish an approved testing laboratory at the project site.

11.4.2 The Contractor shall provide the written qualifications and licenses of proposed laboratory facilities to the Contracting Officer or COR/ACOR for review and acceptance prior to use.

11.4.3 The Contractor shall perform, record, and verify the following activities: testing procedures comply with contract requirements, facilities and testing equipment are available and comply with testing standards, test instrument calibration data against certified standards, and prepare recording forms (including all of the test documentation requirements).

11.4.4 The Contractor shall notify Government officials a minimum of 24 hours in advance of the scheduled times for inspections or tests required.

11.5 Testing Laboratory The COR/ACOR has the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

11.5.1 The COR/ACOR has the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques.

11.5.2 If the selected laboratory fails the capability check, the Contractor shall reimburse the Government for each succeeding re-check of the laboratory or the checking of a subsequently selected laboratory at the actual cost for each re-check. Such costs will be deducted from the contract amount due the Contractor.

11.6 Incidental Costs Costs incidental to the transportation of samples or materials will be borne by the Contractor. Costs incidental for transportation of samples of materials for test verification and acceptance testing by the Government shall be borne by the Contractor.

11.7 Advanced Notice of Contractor-Performed Acceptance Testing Advance notification is not required for testing performed as part of fabrication or installation. The Contractor shall notify the Contracting Officer a minimum of 21 calendar days, unless otherwise specified in the subject order, prior to performing any acceptance or buy off testing of the following systems: Energy Monitoring Control Systems (EMCS), Fire Detection, Fire Protection, Intrusion Detection System, Uninterruptible Power Supply, HVAC, and Pressurized Water systems.

11.8 Files and Reports The Contractor shall maintain a file of all inspections and tests conducted by the Contractor to include any corrective actions taken. This file shall be subject to review upon demand by the Contracting Officer or the COR/ACOR.

12. Special Contract Requirements

12.1 Access and General Protection, Security Policy, and Procedures Contractor employees, to include associated sub-Contractor employees, shall comply with applicable Garrison, Facility access, and local security policies and procedures (provided by the Government Representative). The Contractor shall provide all background check information required for Garrison access to be accomplished by the Government. The Contractor workforce shall comply with all personal

identity verification requirements as directed by DoD, Headquarters Department of Army (HQDA), and local policies. In addition to the changes otherwise authorized by the changes clause of this contract, should the installation Force Protection Condition (FPCON) at any individual Facility or installation change, the Government may require changes in Contractor security matters or processes.

12.1.1 Employee Access Security Requirements For each TO, the Contractor shall submit electronically to the Contracting Officer the name and address of each employee fourteen (14) calendar days prior to the start of work and fill out questionnaires or other forms as may be required for security purposes, as required by DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM).

12.1.2 Facility Security Awareness Unusual security requirements will be noted during the developmental phase of each individual TO. Security of buildings refers to the normal security measures involved with shutting down operations at the end of the workday and during normal performance of work to ensure unauthorized persons do not enter the work zone. For example, locking doors and windows to prevent entry into the work zone at the end of the day, or in the instance work involves replacement of entry doors that would require additional measures to close the building. In the event a breach of security occurs, notwithstanding the Contractor's efforts to prevent it, the Contractor shall immediately notify the local authorities having jurisdiction, reporting the occurrence and explaining the nature of the violation.

12.1.3 Site Security The Contractor shall provide site security (fencing, lighting, or guard service), as required by each TO. Security for all equipment, materials and supplies shall be the sole responsibility of the Contractor. The Contractor shall supply and utilize construction lock cores to secure Government property under construction.

12.1.4 Misconduct of Security Risks The Contractor shall remove employees due to misconduct or security risks, and the replacement shall be at the Contractor's expense and not chargeable to the Government. The Contractor shall take appropriate personnel action, as required, in the event employees become involved with Civilian or Military Authorities as a result of misconduct.

12.1.5 Controlled Areas At a minimum, the Contractor shall maintain the site and all other Contractor-controlled areas in such a manner as to minimize the risk of theft, vandalism, injury, or accident. The Contractor shall comply with site security regulations.

12.1.6 Compliance The Contractor shall comply with all Federal, State, and local laws, regulations, and security policies. Specific security requirements affecting each TO will be identified within the applicable SOW as appropriate.

12.2 Contractor Employees Requiring a Common Access Card (CAC) The Government will provide Common Access Cards (CAC) via the Mission Partner Identity, Credential, and Access Management (MPICAM) (Web site https://www.dmdc.osd.mil/tass/). All employees requiring installation access are required to enroll in the Defense Biometric Identification System (DBIDS).

PART 2 ORDERING PROCEDURES

1. Ordering Procedure

1.2 TO Issuance All orders placed under this contract will follow the procedures outlined in FAR 16.505 (b) Orders under Multiple Award Contracts, DFARS 216.505-70 Orders under Multiple Award Contracts, and AFARS 5116.505-91 Multiple Award Task Order Contracts. The Contracting Officer will give all awardees a "fair opportunity" to be considered for each order.

1.3 Authority to Place Task Orders The installation Contracting Officers are hereby delegated authority to award and administer task orders under this procurement. The installations reserve the right to delegate authority to other contracting centers.

1.4 RTOP An RTOP, or a similar written request, will be used by the Government when requesting responses to Task Order requirements.

1.5 On-Site Staff The Contractor shall provide the Contracting Officer (KO) with an employee roster identifying the Contractor's on-site project staff prior to the TO performance. The roster shall include the individual's name and job title. The Contractor shall notify the KO in writing if any member of the on-site staff is terminated. The Contractor shall, subject to concurrence of the KO, promptly replace personnel with equal ability and qualifications, within ten (10) days. The on-site staff is responsible for all construction and related activities including quality and production. The on-site staff shall visit project sites daily.

1.6 Work Execution The time stated for the entirety of completion of work is specified in the TO and the delivery dates include time allowed for final cleanup of the premises and submission of all deliverables. TOs shall be considered separate projects, and any decision by the Contractor to utilize a limited number of subcontractors on multiple orders shall not constitute grounds for non-performance, time extensions, avoidance of liquidated damages, or other reductions for cause. The Contractor shall work, so far as practicable, in definite sections or divisions and confined to limited areas which shall be completed before starting on other sections or divisions.

1.7 Unauthorized Work The Contractor is not authorized to commence task order performance without a signed task order and a Notice to Proceed or direction by a Contracting Officer. Only the Contracting Officer is authorized to modify any term or condition of the contract.

1.8 Construction Related Changes The Contractor shall document and obtain authorization from the KO before making any changes to the SOW. Construction-related requests from building occupants shall be directed to the KO/COR/ACOR. Contractors shall take no action on requests from building occupants. Any job site changes made by construction employees, either direct or subcontracted, shall be subject to removal and corrected at no additional cost to the Government. The Contractor shall also inform all employees and the subcontractors that construction-related requests from building occupants shall only be directed to the KO/COR/ACOR.

1.9 Authorization for Contract Changes Only a KO has the authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract or to direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions. The above changes will be made via a modification to the contract.

1.10 Correspondence Identification The Contractor shall use a contract number and TO number on all correspondence sent to the KO and the COR/ACOR. The Contractor shall provide all requested correspondence as directed by the Contracting Officer via Procurement Integrated Enterprise Environment (PIEE). All other correspondence to be electronic only.

2. Statement of Work

2.1 Task Order SOW The Contracting Officer will issue competitive individual TOs for restoration and minor construction projects identified by the DPW. The SOW for each task order will include tasks in a variety of engineering areas to include but not limited to electrical, environmental, mechanical, and structural. The Contractor shall furnish all management, supervision, labor, materials, equipment, and incidentals required for a broad range of restoration and minor construction work at installations covered under this contract. The following types of projects are included in the SOW and may be executed under this contract: new construction work, and repair/renovation work up to $7,500,000: base SRM requirements, minor construction, small renovations, modernization, demolition, and restoration. If the government has an urgent requirement the government has the right to award a Task Order on a noncompetitive basis based on circumstances under FAR part 6.

The Contractor shall perform minor construction as defined in each TO SOW. Individual SOWs will vary in size and complexity depending on the nature of the work. The Contracting Officer will issue an RTOP detailing the task to be accomplished. The Contractor shall submit electronically a detailed proposal of items required to accomplish the work within the time frame stated in the RTOP. The proposal shall be detailed and broken out so the Government can readily identify the material, quantities of labor hours and skill sets being utilized for that task order. The Contractor shall furnish all management, supervision, labor, materials, equipment, and incidentals required for a broad range of restoration and minor construction work on various facilities at installations covered under this contract.

3. Solicitation Procedures

3.1 Issuance of RTOP The KO will issue an RTOP. The RTOP will include submission requirements (site visit date/time/location, drawings, applicable Wage Determination, SOW, requirement for payment/performance bonds and /or alternate payment protections, project completion date, proposal due date, liquidated damages) and any other information as applicable.

3.2 Questions If contractors have any questions, they will submit the questions in writing electronically to the KO by the date/time specified in the RTOP. The KO will answer the questions (if any) and amend RTOP if necessary. Questions and answers will be provided to each contractor.

3.3 Site Visit The KO may conduct a site visit for each task order. Failure to attend a site visit may not be used as an excuse for omission or miscalculation in proposals. The Contractor will not be reimbursed for proposal preparation, attendance during discussions, site visits, walk-through or other pre-task order costs. The site visit is considered essential to the preparation of a complete and accurate proposal of the project desired by the DPW. The site visit memorandum shall be submitted electronically with the Contractor's proposal. Failure to visit the site and discuss the project requirements with the COR or ACOR, and/or government Project Manager, shall not constitute an acceptable excuse for omissions or errors in proposals.

3.3.1 Site Visit Correspondence The Contractor shall email detailed questions from the site visit to the KO within one (1) working day following the site visit. The KO, or designated representative, will provide notes to include responses to questions, from the site visit to all Contractors and the DPW within three (3) working days of the site visit.

3.3.2 Responsiveness to Site Visit Contractors shall attend a pre-proposal site visit with the COR/ACOR and/or government Project Manager. Contractors shall review the construction requirements and discuss problems, unclear items, access, etc.

3.4 Proposal Document Review The Contractor shall review the drawings, sketches, and any changes in the SOW and Solicitation that resulted from the site visit. The Contractor shall then prepare a proposal for the TO.

3.5 CSI Codes The Construction Specification Institute (CSI) codes must be provided with the proposal. The government will use, if necessary, the CSI codes to clarify what a particular line item is in a proposal in its review of the contractor's proposal for technical acceptability.

4. Proposal Procedures

4.1 Proposal Submission Contractors will respond by electronically submitting a Task Order Proposal to the KO by the due date and time in accordance with the requirements of the RTOP. Task orders will be issued as Firm-Fixed-Price (FFP) orders.

4.1.1 All Task Order Proposals shall include and are not limited to the following:

4.1.1.1 Progress schedules prepared in a format compatible with MS Project, (example Primavera or equivalent).

4.1.1.2 A complete line-item breakdown of tasks being performed by prime contractor and any subcontractors.

4.1.1.3 Proposals shall be electronically submitted in Excel format utilizing RFP Attachment 0006 – Contractor Bid Sheet.

4.1.1.4 Submit electronically a list of subcontractors' performing work under the RTOP.

4.1.1.5 Any other information requested in the RTOP.

4.2 Contractor's Proposal The Contractor's proposal will be reviewed by the Government for accuracy and completeness. Some circumstances such as change in work or funding priorities may prohibit the Government from issuing a TO after the receipt of the Contractor's proposal. If such circumstances arise, the Government will not be obligating funds to reimburse the Contractor for any costs incurred in the preparation of the proposal. The Government reserves the right to cancel RTOP before or after receipt of the Contractor's proposal.

4.3 Proposal Evaluation The Contracting Officer may evaluate proposals without discussions; therefore, the offeror's initial proposal should contain the best terms from a technical standpoint.

4.3.1 Discussions The Government may discuss items with the Contractor. Discussions may include, but are not limited to scope of work, method of construction, sequence of operations, progress schedule, means of access to project site, delivery and storage of materials and equipment, utilities, work restrictions, coordination requirements, project goals, and potential difficulties/problems.

5. Task Order/Post Award Procedures

5.1 Task Order A Task Order will be issued on DD Form 1155 as a firm-fixed price task order with a specific completion date or performance period. The appropriate issuing, administration and payment offices will be cited in each task order.

5.2 TO Terms and Conditions All TOs are subject to the terms and conditions of this contract. In the event of a conflict between a TO and this contract, this contract shall prevail. If the Contractor is awarded multiple TOs, the work shall be completed concurrently unless otherwise specified in a TO.

5.3 Pre-Construction Orientation After each TO award, the Contracting Officer will schedule a pre-construction conference which the Contractor shall attend. The KO will inform the Contractor of significant matters of interest, to include statutory matters, such as labor standards, subcontracting plan requirements, and other matters of significant interest such as individuals with decision authorities concerning contractual, administrative, security, fire, safety, environmental protection, and construction responsibilities.

5.4 Commencement Upon receipt of the TO, the Contractor shall be required to commence work in accordance with (IAW) the date specified on individual TO/contract award or as indicated in the TO specific SOW.

5.5 TO Coordination The contracts team will verify licenses and bonding prior to issuing a Notice to Proceed. Prior to scheduling work for a TO, the Contractor shall coordinate with the installation COR/ACOR associated with the TO to agree on a sequence of procedure, means of access to premises/building, space for storage of materials and equipment, delivery of materials, and use of corridors, stairways, elevators, eating spaces, and restrooms for Contractor personnel.

5.6 Notification of Noncompliance A Government Representatives may verbally notify the Contractor, at the job site, of any noncompliance with contract requirements.

5.6.1 Verbal notices delivered to the Contractor or Representative at the work site shall be deemed sufficient. The Contractor shall, after receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

5.6.2 No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

5.7 Notice of Completion of TO The Contractor shall notify the Contracting Officer and COR/ACOR upon completion of each individual TO. The Contractor shall give the Government five (5) calendar days' minimum advance notice of the date the work will be fully completed and ready for final inspection.

5.8 TO Work Files The Contractor shall retain the working file on each TO for the duration of the contract period and shall make these files available for the Contracting Officer's review. All forms submitted electronically shall be accurately filled out. The Contractor shall retain copies of any material including, but not limited to, receipts, TOs, sales slips, and invoices relating to the TO. The Contractor shall provide the Contracting Officer access to the Contractor maintained files during the term of the contract.

6. Inspection and Acceptance

The KO/COR/ACOR, and DPW personnel may inspect facilities operated by the Contractor. Technical surveillance of workmanship and inspection of materials for work being performed under this contract shall be the responsibility of the COR/ACOR. The Contractor shall grant access for inspection upon notice from the KO/COR/ACOR, or at the request of the DPW.

6.1 Task Order Inspection The Contractor shall comprehensively inspect each TO in progress a minimum of twice a week and upon completion of significant processes, and at hold points. All inspections shall be documented. The Contractor shall document deficiencies discovered during the inspection and the actions taken to correct, whether corrected immediately or not.

6.2 Closure Inspections The Contractor shall notify the Contracting Officer and the COR/ACOR four (4) calendar days before performing any concrete pouring, backfilling, wall covering, or test operation that will encase or cover the work. For example: pipes, wiring, reinforcement steel, wire mesh or any materials that are subject to specifications, inspection and approval or acceptance shall not be enclosed or covered over without the COR/ACOR having been given the opportunity to inspect. For soil compaction tests, a minimum of twenty-four (24) hours notification shall be required.

6.3 Pre-Final Inspection The Contractor, COR/ACOR, and other personnel such as the subcontractor, building occupant, DPW, Directorate of Emergency Services (DES), or Safety

Office shall jointly conduct a pre-final inspection prior to the Contractor requesting a final inspection for each TO. Any discrepancies noted shall be corrected prior to final inspection.

6.3.1 The KO/COR/ACOR may schedule more than one pre-final inspection if they determine it to be necessary. Prior to the pre-final inspection, the Contractor shall submit electronically the final record drawings to the Contracting Officer and the COR/ACOR for review and approval.

6.3.2 Prior to a request for pre-final inspection, the QCM shall conduct their own inspection and ensure all deficiencies are corrected.

6.3.3 The QCM shall request the pre-final inspection in writing to the KO/COR/ACOR a minimum of seven (7) calendar days before project completion date. (Note: The Government reserves the right to disapprove of the request for a pre-final based on known project deficiencies.)

6.3.4 The QCM shall provide a copy of their inspection report to the Government's Inspector with a copy of the status of deficiency correction. If no deficiencies are noted, or those noted are corrected or minimal, the KO/COR/ACOR may deem pre-final inspection as the final inspection.

6.4 QCM's Completion Inspection At any increment established by a completion time as stated in the specifications or the completion of all work, the QCM shall conduct a completion inspection of the work and develop a punch list of items which do not conform to the approved plans and specifications (deficiencies).

6.4.1 The COR/ACOR shall be contacted to setup a final inspection After all known deficiencies have been corrected. Such a list shall be included in the QCM documentation and shall include the estimated date by which the deficiencies will be corrected.

6.4.2 Payment will be withheld for defective or deficient features until they are satisfactorily corrected. The QCM shall make a second completion inspection to ascertain all deficiencies have been corrected and notify the KO/COR/ACOR.

6.4.3 The completion inspection and any deficiency corrections required shall be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

6.4.4 The completion inspection and any subsequent second inspection shall be performed before the project is turned over to the COR/ACOR as being complete.

6.4.5 Correction of punch list deficiencies after the completion date shall be considered as late completion of the work and shall be documented as such in the Government's official individual TO file and in the Contractor's Performance Evaluation.

6.5 Final Inspection If a final inspection is necessary and all identified deficiencies have been rectified; the Contractor shall request a final inspection in writing to the Contracting Officer and the COR/ACOR.

6.5.1 The final inspection will be performed with the Contractor, subcontractors, DPW, Contracting Activity and the Customer.

6.5.2 Any discrepancies noted will be corrected within the time specified by the Contracting Officer and prior to final completion date.

6.5.3 Pre-final and final inspections and any correction of deficiencies shall be accomplished within the TO's period of performance.

6.5.4 If deficiencies still exist at the time of the final inspection, additional joint inspections will be required prior to acceptance of work.

6.6 Prior to Final Acceptance Prior to final acceptance of the TO, the Contractor shall ensure the following: final certified payrolls are on file, all payrolls are complete, Contractor's standard one (1) year warranty is electronically submitted, all product warranties are electronically submitted, and all Government property is accounted for, or restitution has been made.

6.6.1 Prior to the final inspection date, the Contractor shall submit the final record drawings, all submittals, as built drawings (two hardcopy and CD/DVD with AutoCAD, Microstation, and Adobe PDF file formats), DD Form 1354 documents, and warranty information to the COR for review and approval (Attachment 1.1).

6.6.1.1 Near the completion of a task order project and prior to final acceptance of the work, the Contractor shall complete and electronically submit a draft DD Form 1354, Transfer and Acceptance of DoD Real Property (Attachment 19), which shall identify all installed property included in the project The Contractor shall contact the Contracting Officer for any project specific information that may be necessary to complete the DD Form 1354. Refer to UFC 1-300-08 for instructions on completing the DD Form 1354.

6.6.1.2 For new construction electronically submit a draft DD Form 1354 at 50% design submission, an interim DD Form 1354 at acceptance and transfer, and final DD Form 1354 at project completion. For renovation projects, electronically submit a draft DD1354 at 65% design submission, an interim DD Form 1354 at acceptance and transfer, and final DD Form 1354 at project completion. Block 28 of DD Form 1354 must contain the appropriate statement: “The work performed extends the useful life of the facility by 2 years” or “The work performed does not extend the useful life of the facility by 2 years”. Contractor shall electronically submit photos of real property at final construction, each line item on the DD Form 1354.

7. Drawings The Contractor shall be responsible for inspecting to their satisfaction all areas/items of possible conflict in drawings. Failure to verify the dimensions and locations will be at the Contractor's risk and shall not relieve the Contractor from accomplishing the work required by the TO.

7.1 Drawings and Specifications The Contractor shall check all drawings and specifications immediately upon receipt for discrepancies and notify the Contracting Officer immediately of

any/all discrepancies found in the form of a Request for Information (RFI). Enlarged plans and details shall govern where the same work is shown at smaller scales. The Contractor shall compare all drawings and verify the installation before laying out the work and shall be responsible for any errors which might have been avoided thereby. The Contractor may reproduce drawings and specifications at the Contractor's own expense if additional copies are needed.

7.2 On-Site Conditions Drawings showing the location of equipment, piping, ducts and conduit, etc., are diagrammatic and may not show every detail required and the contractor may need to rely on on-site conditions and drawings may not be available or provided. In addition, site conditions will not always permit installation in the locations shown. Drawings showing equipment, piping, ducts, conduit, etc., to be removed, altered, or installed may require deviation from the configuration of the demolition or installation drawings due to existence of conflicting ducts, conduits, hangers, light fixtures, structural items, and temporary walls, etc. All such minor details of work which are not shown in the drawings, as well as such items not specifically mentioned in the specifications, but which are essential and necessary for the completion of the work, and to make all systems or equipment operational, shall be considered incidental and shall be included as part of the work. When this situation occurs, the final placement of permanently installed items shall be subject to approval by the applicable COR/ACOR.

7.3 Record Drawings During the progress of the contract, the Contractor shall keep a set of red-line drawings on the job site. These drawings shall be used to create as-builts. If the Contractor fails to maintain the record drawings as required herein, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question. Final payment will be withheld until the as-built record drawings are electronically submitted and approved by the COR.

7.3.1 Final Inspection For each interim item of work, furnish a copy of the preliminary record drawings for that item, which the Contractor has reproduced from the approved preliminary record drawing reproducible to the COR/ACOR at the time of final inspection for that item. At the time of final inspection on the last or only item of work, the Contractor shall deliver a copy of the complete set of the approved preliminary record drawings to the COR/ACOR.

7.4 Sketches In SOW Some TOs will be provided as a SOW and sketches. The Contractor shall convert the SOW and sketches to full-sized drawings as specified in the TO. Using the latest release software compatible with Government systems, the Contractor shall furnish one (1) electronic copy of the drawing files (CAD or Computer-Aided Manufacturing (CAM) files) to the COR/ACOR using the latest release software compatible with Government systems.

7.5 Project Record Documents Drawings showing final as-built conditions of the project. This paragraph covers record drawings completed as a requirement of the contract. The terms drawings, contract drawings, drawing files, working record drawings, and final record drawings refer to contract drawings which are revised to be used for final record drawings showing as-built conditions. The final Computer-Aided Design and Drafting (CADD) record drawings shall consist of one (1) set of electronic CADD drawing files using the latest release software compatible with Government systems, two (2) sets of black-line prints, and one (1) set of the approved working record drawings.

7.6 Preliminary Record Drawings The Contractor shall mark up both a reproducible set and a set of prints to show as-built conditions. These two (2) sets, hereinafter called preliminary record drawings, reproducible, or prints, shall be always kept current and available on-site, except as noted below.

7.6.1 The Contractor shall assign a member of the Contractor's QC to be responsible for the maintenance and currency of the preliminary record drawings.

7.6.2 If TO drawings or specifications allow options, only the option selected for construction shall be shown on the record drawings.

7.6.3 This assignment and any reassignment of duties concerning the maintenance of the record drawings shall be promptly reported to the Contracting Officer for approval.

7.6.4 All changes from the TO drawings made in the work, or additional information which might be uncovered during construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes.

7.6.5 The Contractor shall clearly identify all changes and required additions to the preliminary record drawings in a contrasting color that is compatible with reproduction of the preliminary record drawings.

7.6.6 The preliminary record drawings will be jointly inspected for accuracy and completeness by the COR and the assigned Representative of the Contractor's QC prior to submission of each monthly pay estimate. See paragraph, Withholding for Preliminary Record Drawings for additional information.

7.6.7 The record drawings shall show, at a minimum, the following:

7.6.7.1 The location and description of utility lines or other installations of any kind or description known to or found to exist within the construction area. The location of exterior utilities includes actual measured horizontal distances from utilities to permanent facilities or features. These measurements shall be within an accurate range of six (6) inches (or 16 centimeters) and shall be shown at sufficient points to permit easy location of utilities for future maintenance purposes. Show measurements for all change of direction points and all surface or underground components such as valves, manholes, drop inlets, cleanouts, and meters. Indicate the general depth range of each underground utility line e.g., three (3) to four (4) feet in depth. The description of exterior utilities includes the actual quantity, size, and material of utility lines.

7.6.7.2 The location and size of all uncharted existing utilities encountered.

7.6.7.3 The location and dimensions of any changes within the building or structure.

7.6.7.4 Correct grade or alignment of roads, structures or utilities if any changes were made from TO drawings.

7.6.7.5 Correct elevations if changes were made in site grading.

7.6.7.6 Changes in design or additional information obtained from working drawings specified to be prepared and furnished by the Contractor include, but are not limited to fabrication, installation, plans and placing details, pipe sizes, insulation material, and dimensions of equipment foundations.

7.6.7.7 The topography and grades of all drainage installed or affected as a part of the project construction.

7.6.7.8 Black-line prints shall be full size. All black line prints shall exhibit good readable print with clear, sharp, dark lines, and shall not be smeared, faded, double imaged, or have torn or ragged edges.

7.7 Preliminary Record Drawings Prior to scheduling the final acceptance inspection of the last or only bid schedule item of work, the updated preliminary marked-up record drawings and the updated as-built CADD drawing files shall be completed and delivered to the installation COR/ACOR associated with the TO for review and approval. Upon review, if the drawings or files are found to contain errors or omissions, they will be returned to the Contractor. Failure of the Contractor to make timely delivery of the preliminary record drawings and files on any items of work shall be cause for the Government to delay substantial completion and to withhold the amount indicated in paragraph Withholding for Preliminary Record Drawings, IAW the terms and conditions of the contract.

7.8 Withholding for Preliminary Record Drawings Failure by the Contractor to maintain current and satisfactory preliminary record drawings IAW these requirements shall result in withholding from progress payments ten (10) percent of the progress payment amount until such time as the record drawings are in compliance. This withheld amount will be indicated on monthly payment estimates until the Contractor has fulfilled these contract requirements.

7.9 Final Record Drawings (CADD Record Drawings) Upon approval of the preliminary record drawings, the Contracting Officer will return the approved preliminary record drawing prints back to the Contractor. The Contractor shall modify the CADD files as necessary to correctly show all the features of the project as it was constructed by bringing the contract set into agreement with the preliminary record drawings, including adding additional drawings and CADD files. The Contractor shall furnish the as-built drawings in the same file format as the Working CADD files. The CADD files will be furnished to the Contractor on a separate CD. The CADD format shall be specified in each TO. These CADD files are part of the permanent records of this project, and the Contractor shall be responsible for the protection and safety thereof until final submittal to the Contracting Officer. Drawings, tracings, or CADD files damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at the Contractor's expense. CADD files will be audited by the Contracting Officer and for accuracy and conformance to the above specified drafting and CADD standards.

7.10 Final Configuration Drawings Final configuration drawings shall be provided to and accepted by the Contracting Officer prior to final payment.

7.11 Payment for Final Record Drawings The Government will withhold ten (10) percent of the present construction value, until the final as-built drawing submittal has been approved by the Contracting Officer and COR/ACOR.

8. Types of Damages

8.1 Damage to Real Property Any damage done by the Contractor to existing Government property shall be repaired to prior conditions, match the existing conditions, and meet the requirements of these specifications.

8.1.1 The Contracting Officer will determine if the repair work done is sufficient. All repair work will be at the Contractor's expense.

8.2 Damaged to Other Than Real Property The Contractor shall be responsible for costs to repair or replace damaged property. The Contractor shall notify the installation COR/ACOR associated with the TO and return the damaged area to its previous condition.

8.2.1 As directed by the Contracting Officer, the Contractor shall repair Government Property damaged by Contractor negligence.

8.2.2 The Contractor shall furnish all labor, materials, and equipment to perform the repair work including cultivating and applying seed, sprigging, or placing sod.

8.2.3 The Contractor shall maintain all turf repair work to ensure successful growth.

8.3 Liquidated Damages The Contractor shall pay liquidated damages to the Government if the Contractor fails to complete the work within the time specified in the TO.

8.3.1 The amount to be paid by the Contractor shall be determined at the TO level for each calendar day of delay until the work is completed or accepted.

1. Pre, During and Post Construction

1.1 Pre-construction deliverables The Contractor shall electronically submit to the Contracting Officer and the installation COR/ACOR (associated with the TO) a complete package of pre-construction deliverables within a maximum of fourteen (14) calendar days after TO award to include:

a. The Contractor shall submit a construction schedule seven (7) days after task order award. Include critical milestones and inspection events.
b. Government approvals – work classification (i.e., DA Form 4283), NEPA documentation (e.g., Record of Environmental Consideration, etc.)
c. Contractor Plans
d. Permits
e. Notices of award of subcontracts, per 41 CFR 60-4.2(d)3
f. Material or product submittals

1.1.1 Project Schedule The Contractor shall prepare and electronically submit a Project Schedule to the installation COR/ACOR associated with the TO for approval, as part of each pay request at no additional cost. The construction schedule will include an outline and Gantt chart construction schedule with milestones for all projects with a performance period of ninety (90) days or more, using the Uniformat classification framework, phases and milestones, critical path, and deadlines associated with the completion of the project. The schedule shall include all work activities, milestones, and clearly show the critical path of the job. Work activities include:

a. Submittal approval
b. As-built drawings
c. Final clean up and inspection
d. Correction of punch list items
e. Final payroll submittal
f. Operation and maintenance manuals

The schedule shall indicate the sequence in which the Contractor proposes to perform the work and dates on which the Contractor proposes to start and complete all scheduled activities. The Contractor shall schedule the entire project from the award date. The Contractor shall use the approved project schedule to measure the progress of the work. The project schedule shall include each major construction task required to complete the project. Additionally, the following mandatory tasks shall be included in the schedule: (a) task order receipt, (b) material submittals & approval, (c) material delivery, (d) task order pre-construction conference, (e) testing and air balancing, (f) cleanup, (g) Contractor's completion inspection, (h) Contractor's punch list, (i) final cleanup, (j) final inspection, (k) punch list and correction, (l) submit as-builts, (m) submit equipment data sheets, and (n) submit O&M manuals.

1.1.1.1 Schedule Revisions Revisions of the schedule shall be electronically re-submitted with each modification proposal for approval. The revised TO schedule shall clearly reflect the added

and/or deleted items of work and reflect the increase or decrease in time required to execute the project and the modification. The Contractor shall immediately contact the Contracting Officer for further direction if a Government Representative requests a change to the SOW, as this constitutes a change in the terms and conditions of the contract and shall require a TO/Contract modification.

1.1.1.2 Schedule Format Construction project schedules shall be submitted electronically. The Contractor shall provide an approved electronic version (see technical exhibit 1), readable without providing a copy of the software, to the Government.

1.1.1.3 Schedule Routing The Contractor shall electronically submit a routing schedule to the Contracting Officer, COR and installation ACOR associated with the TO a complete package of 1.) pre-construction, 2.) during, and 3.) post-completion deliverables to the Government. The Government will make every attempt to respond to the deliverables within seven (7) calendar days after the Contractor's submissions are received.

1.1.2 Progress Chart The Contractor shall electronically submit a progress chart no more than seven (7) days after the TO award or as stated in the TO. The progress chart shall show costs (actual and estimated) and progress (schedule and actual) for each major task. The Contractor shall update and electronically submit the progress chart with each progress payment request. The contractor will use Attachment 1.7 Progress Chart to submit this information.

1.2 During Construction Deliverables The Contractor shall submit to the KO/COR/ACOR electronically during construction deliverables as required to include:

a. Daily reports
b. Updated construction schedules
c. Discovery of Unexploded Ordnance
d. Safety items and reports
e. Submittals
f. Contractor reports

1.3 Post-completion Deliverables The Contractor shall electronically submit to the COR or ACOR associated with the TO a complete package of post-completion deliverables prior to requesting final payment after TO completion to include:

a. Completed warranties certificates
b. As-built drawings
c. Room key inventory list
d. Installed building equipment list
e. Operation and maintenance (O&M) manuals
f. Payrolls
g. Release of Claims
h. BUILDER Sustainment inventory list
i. Environmental closure documents shall be submitted to the Contracting Officer and COR/ACOR prior to requesting final payment

j. Contractor reports as defined in paragraph 22
k. DD Form 1354

2. Contractor Plans

The Contractor shall electronically submit plans, at the master contract level, to the Contracting Officer for review and approval within the time specified in the below paragraph. These plans shall clearly demonstrate an understanding of all tasks and describe a sound approach to satisfying these requirements. The Contractor shall implement, maintain, and follow these plans during the term of the contract. The Contractor shall update these plans as changes occur and provide the Contracting Officer or COR with an original and one copy of the updated plan within 10 calendar days after changes occur to the plan or as directed by the Contracting Officer or COR/ACOR. Changes shall not be implemented prior to the approval of the Contracting Officer.

The Contractor shall electronically submit the following plans when applicable to a given task order. For Task Order projects that are greater than sixty (60) calendar days, the Contractor shall provide the Contracting Officer with an electronic copy of the updated plan within fourteen (14) calendar days prior to change of conditions. For Task Order projects that are less than sixty (60) calendar days, the Contractor shall provide the Contracting Officer with an electronic copy of the updated plan within three (3) prior to change of conditions. Changes shall not be implemented prior to the approval of the Contracting Officer.

2.1 Accident Prevention Plan The Contractor shall furnish to the COR/ACOR a complete accident prevention plan, including a hazard analysis of all operations to be performed by construction trade, as specified in the TO. The hazard analysis shall be updated and electronically submitted to the COR/ACOR on an ongoing basis as required prior to start of new work. The accident prevention plan and hazard analysis documentation shall be forwarded to the COR/ACOR for approval prior to start of contractual operations. The Site Safety and Health Plan (SSHP) may serve as the Accident Prevention Plan provided it addresses all requirements of both 29 Code of Federal Regulations (CFR) 1910 and Engineer Manual (EM) 385-1-1, Safety and Health Requirements Appendix A, Minimum Basic Outline for Accident Prevention Plans. The Contractor shall review the accident-prevention clauses of the contract, EM 385-1-1, as amended, referred to therein, and the special and technical provisions applicable to safety. Daily safety and health inspections shall be conducted to determine if site operations are conducted IAW the approved SSHP and contract requirements.

2.2 Construction, Demolition, and Debris Waste Management Plan This Plan shall be electronically submitted to the KO/COR/ACOR within 30 days after the contract award and prior to initiating any site preparation work.

2.3 Environmental Protection Plan (EPP) The Contractor shall prepare and implement an effective environmental protection program. The EPP shall be written to cover all aspects of environmental protection for the contract. The Contractor shall submit the EPP as part of its proposal, and prior to initiating any site preparation work. Approval of the Contractor's plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.

2.4 Phase Out Plan Upon expiration of the contract there may be task orders still outstanding from this contract. Depending on the amount of work remaining, this could be anywhere from one (1) to 12 months. A Phase Out Plan shall be electronically submitted to the KO/COR/ACOR, at least 6 months prior to contract expiration and shall describe how the Contractor will finalize all operations on the installations. The plan shall, at a minimum, address the following issues:

2.4.1 Discuss how task order warranty issues will be managed. Explain how Contractor operations on the installation will be phased out, to include oversight of ongoing work to ensure successful and timely completion.

2.5 Contractor Quality Control (CQC) Plan The Contractor shall submit a Quality Control Plan as part of its proposal..

2.5.1 The CQC plan shall include a separate section to address the Contractor's proposed method of managing the quality of the TO.

2.5.2 The Government reserves the right to require the Contractor to make changes in its CQC plan and operations as necessary to obtain the quality specified.

2.5.3 For projects that are greater than sixty (60) calendar days, the Contractor shall electronically submit any proposed changes in the CQC plan to the Contracting Officer for written approval fourteen (14) calendar days prior to implementation. For projects that are less than sixty (60) calendar days, the Contractor shall electronically submit any proposed changes in the CQC plan to the Contracting Officer for written approval three (3) calendar days prior to implementation.

2.5.4 The Contractor proposed CQC plan that implements the construction inspection requirements, shall identify personnel, procedures, instructions, records, and forms to be used. The CQC plan shall include, at a minimum, the following information:

2.5.4.1 The Contractor's organizational structure.

2.5.4.2 A description of the QC organization, including a chart showing lines of authority and acknowledgement that the CQC staff shall report to the PM or someone higher in the Contractor's organization.

2.5.4.3 The qualifications, duties, responsibilities and authorities of each person assigned a QC function. The names and minimum acceptable qualifications of individuals tasked to perform inspections, and the extent of their authority shall be included in the QC plan. Their functional roles shall be depicted in an organization chart. No lead person or first line supervisor shall be considered a QC Inspector.

2.5.4.4 Address a QC Inspection Program covering all general and specific jobs included in the contract. It shall specify the way inspections are conducted.

2.5.4.5 A copy of the letter to the QCM signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the QCM shall be furnished.

2.5.4.6 A matrix that includes the following: items that will be inspected, requiring contract paragraph, performance standard, and method of surveillance.

2.5.4.7 Procedures for scheduling and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and Purchasing Agents.

2.5.4.8 Procedures for managing equipment and supplies, identifying items are the same as those approved on submittals, new and not damaged, stored properly, and meets contract requirements.

2.5.4.9 Procedures for tracking and documenting construction deficiencies from identification through acceptable corrective action and methods to prevent recurrences.

2.5.4.10 Proposed test methods, to include the following:

2.5.4.10.1 Control testing procedures for each specific test performed will be electronically submitted to the KO/COR/ACO and approved prior to start of construction on that TO.

2.5.4.10.2 Method of identifying deficiencies in the quality of work to be performed, before the level of performance becomes unacceptable.

2.5.4.10.3 Method of documenting and enforcing QC operations of both prime and any subcontractor work, including inspection and testing.

2.5.4.10.4 Special safety equipment and clothing required. The Contractor shall provide all supplies, tools, and clothing (including personal protective clothing and equipment) for Contractor employees when required by Occupational Safety and Health Administration (OSHA) regulations, 29 CFR 1910 SUBPART I, required to meet the terms of the contract.

2.5.4.10.5 Detailed specifics as to how the Contractor shall ensure all personnel take required safety precautions working with steam, chemicals, electricity, vehicles, power tools, welding equipment, etc., and entering or working in confined spaces.

2.5.4.10.6 The Contractor's reporting procedures including proposed reporting formats and distribution of the documents.

2.6 Accident Prevention Plan The Contractor shall furnish to the COR/ACOR a complete accident prevention plan, including a hazard analysis of all operations to be performed by construction trade, as specified in the TO. The hazard analysis shall be updated and electronically submitted to the COR/ACOR on an ongoing basis as required prior to the start of new work. The accident prevention plan and hazard analysis documentation shall be forwarded to the COR/ACOR for approval prior to the start of contractual operations. The Site Safety and Health Plan (SSHP) may serve as the Accident Prevention Plan provided it addresses all requirements of both 29 Code of Federal Regulations (CFR) 1910 and Engineer Manual (EM)

385-1-1, Safety and Health Requirements Appendix A, Minimum Basic Outline for Accident Prevention Plans. The Contractor shall review the accident-prevention clauses of the contract, EM 385-1-1, as amended, referred to therein, and the special and technical provisions applicable to safety. Daily safety and health inspections shall be conducted to determine if site operations are conducted IAW the approved SSHP and contract requirements.

2.7 Asbestos and Lead Management Plan Asbestos and/or lead based paint abatement may be required during equipment/systems remediation. On-site inspection of Repair, Rehabilitation and Construction (RRC) efforts will be required.

2.7.1 If asbestos or lead-containing materials are to be disturbed, the Contractor shall electronically submit a Draft Asbestos and Lead Management Plan for review and approval by the DPW no later than (NLT) fourteen (14) calendar days after the effective date of the TO.

2.7.1.1 No work shall begin until after the Contractor's Draft Asbestos and Lead Management Plan is approved. The Contractor shall take this time into account to accommodate the submittal and approval for their Asbestos Management Plan and shall make the appropriate notifications to the State.

2.7.1.2 Demolition and/or temporary removal and reinstallation of supporting elements in the project related areas will be required.

2.7.1.3 Surveys and assessments of systems/equipment may be required prior to RRC action.

2.7.1.4 Onsite inspection and acceptance may be required. Ancillary work necessary to support the RRC action or to restore the work area to the condition prior to the RRC action shall be included in this contract.

2.7.1.5 This objective shall be achieved through the implementation of task orders issued under the terms of this contract.

2.8 Management Plan The Contractor shall submit a Management Plan as part of its proposal. The plan shall be resubmitted at a minimum annually or as changes occur. The plan shall include, at a minimum, management of all resources such as equipment and staffing plan.

2.9 Site Safety and Health Plan (SSHP) The Contractor shall submit a Site Safety and Health Plan as part of its proposal and prior to initiating any site preparation work. The SSHP shall be electronically submitted to the Contracting Officer and the Safety Office for review and approval within thirty (30) calendar days after TO award. Revisions shall be electronically submitted fourteen (14) calendar days prior to the effective date of change. This plan shall be capable of being adapted to the sites specified on the individual TOs. The Contractor shall have direct responsibility for the overall Safety and Health Program, and for site safety at each site. Site activities in conjunction with this program may require specialized expertise to effectively address or eliminate safety hazards posed. The Contractor shall prepare, maintain, and implement a generic SSHP prepared IAW the following information.

2.9.1 The SSHP shall be in a form usable by authorized U.S. Government Representatives and other authorized on-site visitors during site operations and shall consist of plans, procedures, and an organization to ensure compliance with codes, standards, and safety practices. SSHP shall be prepared IAW the requirements specified in this section and shall comply with all Federal, State, and local health and safety requirements (29 CFR 1910, 29 CFR 1926, and EM 385-1-1).

2.9.2 The SSHP program shall address the below elements that are specific to the site and have potential for negative effects on the safety and health of workers and other personnel on-site. The Contractor shall be responsible for the following: (1) Planning, organizing, implementing, and managing a Safety Program that complies with regulatory directives, (2) Accident prevention and control, (3) Safety education and promotion, (4) Accident investigation, analysis, and reporting, and (5) Coordination in support of occupational health and sanitation.

2.9.3 The plan shall include specific safety requirements, such as lockout or tagout procedures, wearing hardhats, use of ground fault interrupters, etc. The Contractor shall make a negative declaration in the plan to establish that adequate consideration was given to the topic, and a brief justification for its omission shall be given. This SSHP shall also cover asbestos, fiberglass, and lead paint.

2.9.3.1The operational, health and safety responsibilities of each key person shall be discussed. The organizational structure with lines of authority for health and safety and overall responsibilities of the Contractor and subcontractors shall be provided. An organizational chart showing the lines of authority for safety shall be provided. Each person assigned specific health and safety responsibilities shall be identified, including the qualifications and experience documented by resume.

2.9.3.2 At a minimum, the SSHP shall address the following: purpose, company safety policy, responsibilities, administration, OSHA Requirements, Injury and Accident report procedures, hazard communication information (if applicable), inspections and records, education and training to include safety meetings, Incentive Awards Program for safety and suggestions (if applicable), and Fall Protection Plan. Copies of all safety meeting minutes shall be provided to the Contracting Officer.

2.9.3.3 Personal Protective Equipment A written Personal Protective Equipment (PPE) Program shall be provided in the SSHP if necessary. Minimum levels of protection necessary for each task or operation to be performed shall be based on hazard assessment or risk analysis.

2.9.4 As applicable to a TO, the Contractor shall electronically submit to the KO/COR/ACOR for approval with a project-specific SSHP, a Confined Space Entry Plan tailored for that project, and which meets the regulatory requirements of the references identified. Included in this project-specific plan shall be certification that Contractor employees entering the confined space have received Confined Space Entry training. Work under the TO shall not commence until the Confined Space Entry Plan has been approved by the KO/COR/ACOR.

2.9.5 The Contracting Officer reserves the right to issue a suspension of work notice for site safety and health reasons.

2.10 Spill Plan The Contractor shall electronically submit spill plans for any hazardous material being used to the COR/ACOR for review and approval prior to use of the material.

2.11 Traffic Control Plan The Contractor shall prepare and electronically submit to the DPW and COR/ACOR a traffic control plan if a road must be closed off to traffic due to repair, construction, or demolition work. The plan shall be approved by the DPW before work can begin.

3. Contractor Submittals The Contractor shall deliver all project submittals to the installation COR/ACOR associated with the TO a minimum of fourteen (14) calendar days of receipt of the TO or as stated in the TO.

All required submittals shall be acquired and developed prior to submission to the Government at one time. The Contractor shall review all submittals for accuracy, completeness, and applicability prior to submission to the COR/ACOR.

The Contractor shall submit one (1) electronic copy to the COR/ACOR for review. Final distribution of reviewed submittals by the Government is one (1) copy to Contracting Officer, one (1) copy retained by the COR/ACOR, and one (1) copy returned to Contractor.

3.1 Material and Equipment Submittals The Contractor shall prepare material and equipment submittals (as required in the individual TO) in sufficient detail to demonstrate conformance to technical specifications or other provisions defined in the SOW.

3.1.1 Material Approval of Submittals Before the commencement of work under each TO, all materials and articles requiring approval, as contemplated by the Materials and Workmanship clause, shall be submitted by the Contractor using the forms furnished. Unless otherwise noted in the TO, prior to installation of any materials referenced by the technical sections herein, the Contractor shall submit to the Contracting Officer the following for approval:

a. Certificates of compliance
b. Samples
c. Descriptive data
d. Test reports
e. Shop drawings

4. Contractor Reports

4.1 Abatement Report The Contractor shall electronically submit a draft abatement report for review and approval by the DPW no later than fourteen (14) calendar days after the effective date of the TO.

4.1.1 No work shall commence until approval of the plan is received. The plan shall include the work performed, a copy of the Contractor's license, permits for the completion of the work, and disposal manifests to the installation COR/ACOR associated with the TO.

4.2 Accident Reporting The Contractor shall comply with OSHA, for record keeping and reporting of all accidents resulting in death, injury, occupational disease, or adverse environmental impact.

4.2.1 The Contractor shall provide a verbal report to the installation COR/ACOR associated with the TO, Department of Emergency Services (DES), DPW, Safety Office and Contracting Officer within one (1) hour following the incident or accident.

4.2.2 A completed typed ENG Form 3394, United States Army Corps of Engineers Accident Investigation Report (or equivalent reporting form) shall be e-mailed to the installation COR/ACOR associated with the TO within two (2) calendar days of occurrence, whenever an accident involving personal injury or Government owned property occurs. Contractor accidents shall be reported IAW AR 385-10, Army Safety and Occupational Health Program Procedures and DA PAM 385-40, Army Mishap Investigations and Reporting. In addition, the following will be reported:

4.2.2.1 Injury or occupational illness to on-duty Contractors

4.2.2.2 Damage to Government Furnished Material (GFM), Government Furnished Property (GFP), or Government Furnished Equipment (GFE) provided to a Contractor

4.2.2.3 Contractor accidents involving Army Property and Personnel

4.3 Construction and Demolition Debris Reports Construction and Demolition Debris Reports shall be electronically submitted with the final payment request. The Contractor shall submit to the installation COR/ACOR associated with the TO, via email, the total weight of all C&D debris disposed of for each individual TO.

4.4 Damage Reports The Contractor shall take all precautions to ensure that no damage to Private or Public Property will result from operations. If Government Property or equipment is damaged by Contractor's employees, the Contractor shall provide a verbal report to the Contracting Officer and installation COR/ACOR associated with the TO within one (1) hour of occurrence.

4.4.1 The Contractor shall e-mail a completed typed ENG Form 3394, United States Army Corps of Engineers Accident Investigation Report, to the Contracting Officer and the installation COR/ACOR associated with the TO within two (2) working days of occurrence, explaining the circumstances of the accident and the extent of damage.

4.4.2 The Contractor shall electronically submit a monthly damage report to the COR and installation ACOR associated with the TO that annotates the damage, corrective action, and date corrected.

4.5 Quality Control Reports (QCR) The Contractor shall complete a daily QCR for each TO and make available upon request by the COR or ACOR associated with the TO. A QCR is not required for days on which no work was performed. The Contractor will use Attachment 1.5 QCR Submittal Form to electronically submit this information.

4.6 Solid Waste Management Report The Contractor shall provide a monthly Solid Waste Management Report to the COR no later than the fifth (5th) business day of the following month.

4.7 Warranty Item Report The Contractor shall electronically submit a report on any warranty item that has been repaired during the warranty period to the COR or ACOR associated with the TO a maximum of fourteen (14) days after completing the repair. The report shall include the cause of the problem, date reported, corrective action taken, and the completion time of repair.

4.8 Annual Execution Report The Contractor shall be responsible for managing multiple, simultaneous TOs to meet the MATOC requirements. The Contractor shall coordinate, schedule, and manage the overall workload of the MATOC and communicate with the Government Project Managers and COR/ACOR.

4.8.1 The Contractor shall electronically submit an annual execution report of the contractor's completed and in-process task order performance of the contract within ten (10) days of the expiration of each contract year to the KO/COR/ACOR.

4.8.2 The report shall contain, at a minimum, a listing of all issued task orders by contract year, award date, awarded and final cost of each task order broken down by contract line item (CLIN), percent invoiced, period of performance, completion date, awarded duration and actual duration for completion of the task order (in workdays).

PART 4 ENVIRONMENTAL

1. Environmental Requirements

1.1 Environmental Protection Considerations The Contractor shall minimize the pollution of air, water, or land and control noise and dust within reasonable limits IAW Federal, State, and local environmental laws and regulations that relate to the performance of this contract.

1.1.1 Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, affect other species of importance to humankind, or degrade the utility of the environment for aesthetic, cultural, or historical purposes.

1.1.2 The control of environmental pollution and damage requires consideration of land, water, air, and includes management of visual aesthetics, noise, solid waste, and other pollutants. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract.

1.2 Environmental Compliance The Contractor shall comply with all Federal, State, Local, and installation Environmental Laws, rules, plans, and policies.

1.2.1 The Contractor shall use and store all materials, chemicals, and equipment used in the performance of SRM and minor construction on the installation IAW with Industry Standards, Local, State and Federal Laws.

1.2.2 The Contractor shall be financially responsible for all fines and associated costs for hazardous waste management, transportation, and disposal of waste due to the Contractor's non-compliance.

1.2.3 The Contractor shall electronically submit Safety Data Sheets (SDS) for approval on all materials, to the installation COR/ACOR associated with the TO.

1.2.4 The Contractor shall provide upon request from the COR/ACOR all required data to meet environmental-mandated reporting requirements (e.g., air emission data, hazardous material storage/usage, herbicide/pesticide usage, solid/hazardous waste generation).

1.2.5 The Contractor shall provide data to meet reporting deadlines and during compliance inspections upon request from the COR/ACOR.

1.3 Health Hazard Evaluation Program The Contractor shall maintain a current Health Hazard Evaluation Program regarding PCB, asbestos, pesticides and other hazardous materials IAW OSHA, EPA, Federal, State, and local laws and regulations. Environmental protection matters shall be coordinated through the installation COR/ACOR associated with the TO.

1.4 Record of Environmental Consideration (REC) The DPW, Environmental Division requires completion of Environmental project review documentation prior to the commencement

of a TO. RECs will be electronically submitted for all TOs that require excavation, disturbance to historic buildings, or disturbance of soil or vegetation a minimum of seven (7) days prior to commencing the TO or as otherwise stated in the TO.

1.4.1 The documentation will be in the form of a Record of Environmental Consideration (REC) or a Project Review Verification form. The REC contains instructions pertaining to individual Facility conditions and environmental requirements relating to the work.

1.4.2 The information contained within the REC shall be supplied by the Government prior to commencement of the work.

1.4.3 The Contractor shall coordinate with the DPW PM to ensure that an approved REC is on file prior to allowing the subcontractor to start work.

2. Environmental Sampling

2.1 Sample Testing The Contractor shall take any and all samples required at each site. Samples shall be collected using EPA approved sampling methods.

2.1.1 Samples shall be tested IAW the EPA method recommended for the contaminant of concern and bearing media, and all testing shall be performed by an accredited laboratory acceptable to the governing regulatory agency.

2.1.2 The Government will take intermittent split samples for QA at its discretion. The Contractor shall inform the Contracting Officer and the installation COR/ACOR associated with the TO seven (7) calendar days prior to taking any samples.

2.1.3 Contractor shall provide verification, as required, that Contractor employees are properly trained to perform sampling IAW Federal, State, and local laws and regulations. The Contractor shall provide all laboratory results from sampling to the installation COR/ACOR associated with the TO.

3. Asbestos & Lead Based Paint (LBP)

3.1 Health Risks THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

3.2 Location The Contractor is advised that materials coated with lead-based paint may be encountered in area(s) that contract work is to be performed. The Contractor shall proceed IAW 29 CFR 1926.62, OSHA’s Lead in Construction Rule if performing tasks in which an OSHA

lead hazard is identified. The provisions of OSHA Standard 1926 shall apply to the abatement of lead-based paint.

3.3 Identification The Government will identify the existence of asbestos and lead-based paint in areas work is to be performed under individual TOs prior to the issuance of the order. The Contractor shall report any findings or suspicion of asbestos to the installation COR/ACOR associated with the TO prior to initiating work or during the performance of work under a TO. However, the Contractor shall report any unforeseen findings of asbestos to the installation COR/ACOR associated with the TO prior to initiating any further actions in the area of discovery under the affected order.

3.3.1 The Contractor shall identify and abate lead-based paint as specified in the TO. Tasks under this contract identified as lead abatement projects shall be performed by a firm certified by OSHA and the EPA to perform lead abatement projects, and shall perform such work IAW the respective OSHA and EPA regulation, 29 CFR 1926.62 and 40 CFR Part 745, Subpart L.

3.3.2 Modification, or demolition activities resulting in exposure to asbestos dust may occur from previously installed friable or non-friable asbestos-containing material will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection IAW OSHA, EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be adhered to.

3.4 Asbestos Signage The Contractor shall provide and display "DANGER" signs in all areas handling, cutting, insulating, repairing, and removing asbestos. Signs shall be posted at such a distance from these locations that an employee may read the signs and take necessary protective steps before entering the asbestos hazard area. Signs shall be posted at all approaches to such locations.

3.4.1 Signs shall be a minimum of 20 inches x 14 inches and display the following legend:

DANGER	2-inch Letters
ASBESTOS	1-inch Letters
CANCER AND LUNG DISEASE HAZARD	3/4-inch Letters
AUTHORIZED PERSONNEL ONLY	3/4-inch Letters
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA	3/4-inch Letters

3.5 Friable or Non-Friable The Contractor is advised that friable or non-friable asbestos-containing material may be encountered in areas that contract work is to be performed. Friable asbestos containing material means any material that contains more than one (1) percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, or coating. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities. Due to documented health problems associated with the exposure to asbestos, certain laws require asbestos to be handled within specific guidelines.

3.6 Releasing of Fibers Care shall be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere that may be inhaled or ingested. OSHA has set standards at 29 CFR 1910.1001 and 29 CFR 1926.58 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures, and other measures that shall be taken working with or around asbestos-containing materials.

Friable asbestos-containing materials are not permitted and shall not be used in construction or modification projects. Plans and specifications for all construction and modification projects will be reviewed to ensure that the use of friable asbestos-containing materials is not specified.

3.7 Abatement (Removal or Encapsulation) Incidental to Work OSHA Standard 29 CFR 1910 and the State Regulation shall apply in work areas suspected of containing asbestos. OSHA Standard 29 CFR 1926 requires that asbestos be presumed to be present in all facilities constructed before 1980. Under this standard, on the assumption that insulating or surfacing materials cannot be identified to contain asbestos, they will be assumed to contain asbestos with appropriate safety procedures taken. The Contractor shall, as identified in the TO perform this determination as well as carry out the resultant abatement. The provisions of OSHA Standard 1926 shall apply to the abatement of lead-based paint. The Contractor shall identify and abate lead-based paint as identified in the TO. All abatement incidental to work shall not exceed 15% of the total contract value of the TO.

3.7.1 The Contractor shall coordinate all asbestos removal projects with the DPW and execute all projects IAW Federal, State, and local laws and regulations. The Contractor shall obtain and electronically submit permits from the State to the installation COR/ACOR associated with the TO within seven (7) calendar days after approval of the abatement plan.

3.7.2 National Emissions Standards for Hazardous Air Pollutants (NESHAP) notification will be done through the installation COR/ACOR associated with the TO twenty (20) calendar days prior to beginning of the work. For permits and notifications, the Contractor shall obtain and electronically submit necessary permits in conjunction with asbestos and lead-based paint removal, hauling, and disposition.

3.7.3 Asbestos abatement tasks under this contract shall be performed by a firm licensed in the State to perform asbestos' abatement and shall be IAW all applicable Subparts of the State Department of Labor's Industrial Code Rule. Under the Code Rule and 29 CFR 1926.1101, if suspect material cannot be identified, the Contractor shall perform a determination as well as carry out any required asbestos abatement as directed by the installation COR/ACOR associated with the TO.

3.7.4 Abatement Insurance: If any asbestos or lead-based paint abatement or removal or any other work with asbestos and lead-based paint is required under this contract and Comprehensive General Insurance is required, the policy of insurance which covers the asbestos or lead-based paint abatement and removal or other work with asbestos and lead-based paint, shall be a per occurrence policy as that term is used in the insurance industry. A policy issued on a claim-made basis, or any other short-tail basis will not be accepted. The Comprehensive General Liability per

occurrence policy shall be obtained by the Contractor if the asbestos or lead-based paint abatement and removal work is performed by the Contractor's own work force, or by an asbestos and lead-based paint abatement subcontractor, if the work is subcontracted. The Contractor shall insert in the subcontract a requirement for the asbestos and lead-based paint abatement subcontractor to provide and maintain the insurance required by this paragraph. The Contractor shall maintain a copy of the subcontract's proof of required insurance and shall make such copy available to the Contracting Officer upon request.

3.8 Disposal of Asbestos The Contractor shall provide transportation and disposal manifests for asbestos containing materials. Asbestos containing materials shall be removed and disposed of by a certified asbestos removal Contractor.

3.8.1 Asbestos containing materials shall be properly bagged and disposed of in the designated area at the inert landfill. The Contractor shall properly collect and dispose of asbestos waste, scrap, debris bags, containers, equipment, and asbestos-contaminated clothing consigned for disposal IAW Federal, State, and local laws and regulations.

3.8.2 Additionally, the Contractor will provide all manifests and documentation of the disposal.

3.9 Asbestos Training Requirements The Contractor shall ensure all worker and supervisory personnel used on asbestos abatement projects under this specification have been trained IAW the EPA Model Accreditation Plan.

3.1.8.1 The Contractor shall ensure training is acceptable to the State’s Environmental Regulation Agency. The Contractor shall provide proof of State accreditation of all asbestos abatement workers and supervisors to be employed on any project assigned under this specification prior to the onset of work.

3.10 References Reference Section 3 Deliverables paragraph 2.7 Asbestos and Lead Management Plan

4. Fire

4.1 Fire Prevention and Protection The fire safety procedures defined and codified in NFPA 241 (most recent edition), AR 420-1, Army Facilities Management, EM 385-1-1, Safety and Health Requirements, OSHA, CFR, Fire Regulations, and all other applicable codes shall be considered mandatory and enforceable throughout the term of this contract.

5. Hazardous Material

5.1 Hazardous Materials The Contractor shall notify the Contracting Officer and installation COR/ACOR associated with the TO of any material encountered during execution of the work that is suspected of being hazardous. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the Contractor to perform tests or if the material is found to be

hazardous and additional protective measures are needed, a contract change may be required, and subject to equitable adjustment under the terms of the contract.

5.2 Hazardous Material Regulations All work, including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials, shall comply with current regulations issued by the Environmental Protection Agency (EPA,) OSHA (29 CFR 1910), Department of Transportation (DOT), and the State's Environmental Regulatory Agency for handling of asbestos. These regulations require the use of respirators and personal protective equipment, training and accreditation of personnel, containment and engineering controls to reduce the fiber levels, and proper disposal of all waste.

5.2.1 Work involving the disturbance or dismantling of asbestos or asbestos-containing materials, the demolition of structures containing asbestos, or the disposal and removal of asbestos, shall comply with the requirements of 40 CFR, Part 61, Subparts A and B, DA Circular 40-83-4, and local Environmental Regulations.

5.2.2 All work shall comply with applicable State and municipal safety and health requirements. In case of a conflict among these laws and regulations, the most stringent law or regulation shall apply.

5.3 Disposal of Hazardous Materials The Contractor shall comply with all applicable laws on occupational safety and health in the handling, storage, transportation, and disposal of hazardous wastes and hazardous substances generated.

5.3.1 The Contractor shall provide the installation COR/ACOR associated with the TO with a list of all hazardous materials and disposal methods for the wastes generated through use of the items for review and approval prior to use of the materials.

5.3.2 Shipping documents such as manifests, bills of ladling, land ban forms, and waste profiles for transportation of hazardous materials off-site shall be electronically submitted by the Contractor for approval to the DPW a minimum of fourteen (14) calendar days prior to shipment of the material.

5.3.3 Shipping documents shall be completed IAW Federal, State, and local laws and regulations.

6. Hazardous Waste Disposal

The Contractor shall transport hazardous waste to the Defense Logistics Agency (DLA) Disposition Services or other location as designated by the Contracting Officer or COR/ACOR. Notification to, and approval by the Contracting Officer or the COR/ACOR and the applicable State's Environmental Regulatory Agency shall be required prior to any action related to disposal of hazardous waste. Disposal of wastes shall be as specified below.

6.1 Waste Disposal Contractor shall dispose of any waste classified as hazardous wastes under the Resource Recovery and Conservation Act (RCRA) IAW Federal, State, and local laws and regulations regarding storage, manifesting, shipment, treatment, and disposal of such materials.

6.1.1 Solid Wastes Solid wastes (excluding clearing debris) shall be placed in containers. Handling and disposal shall be conducted to prevent contamination. The Contractor shall segregate waste so that no hazardous or toxic waste will become co-mingled with solid waste.

6.1.1.1 The Contractor shall transport and dispose of solid waste off the Garrison IAW Federal, State, and local laws and requirements.

6.1.2 Chemical Wastes Chemicals shall be dispensed ensuring no spillage to ground or water.
6.2.1 The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing and shall collect waste in suitable containers observing compatibility.

6.2.2 Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Spills shall be reported immediately to the Contracting Officer, COR/ACOR, local Fire Department.

6.2.3 Proper notifications shall be made to regulating authorities by Contract personnel within the specified time frames IAW Federal, State, and local laws and regulations. Cleanup costs due to spills shall be the Contractor's responsibility.

6.2.4 Spills of hazardous materials or wastes, due to Contractor negligence, shall be cleaned up to the satisfaction of the governing regulatory agency at the Contractors expense.

6.2.5 The Contractor shall provide verification, as required, to the Contracting Officer that Contractor employees are properly trained in spill response and cleanup IAW Federal, State, and local laws and regulations.

6.2.6 Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area. The contents shall be within six (6) inches from the top.

6.2.7 The Contractor shall dispose waste IAW Federal, State, and local laws and regulations.

6.2.8 Copies of all applicable documentation shall be provided to the Contracting Officer and COR/ACOR for approval fourteen (14) calendar days prior to shipment.

6.1.3 Natural Materials The Contractor shall properly dispose of wood chips, sawdust, leaves, and grass clippings generated. The Contractor shall dispose of all natural waste materials at a landfill licensed by the applicable State to accept such waste.

6.1.4 Fill Materials The Contractor shall dispose of clean waste fill materials (concrete, rock, asphalt, and soil) at an off-site location. The Contractor shall dispose of contaminated waste fill

materials at a landfill licensed by the applicable State to accept such waste. The Contractor shall provide all necessary information for disposal to the landfill operator, including any required testing of materials and completion of forms required by the applicable State's Environmental Regulatory Agency.

6.1.5 Use, Storage & Disposal The Contractor shall use, store, and dispose of all materials, chemicals, and equipment used in the performance of SRM and minor construction on the Garrison IAW Federal, State, and local laws, regulations, and Manufacture's recommendations.

6.1.5.1 The Contractor shall be financially responsible for all fines and associated costs for hazardous waste management, transportation, and disposal of waste due to the Contractor's non-compliance. The Contractor shall electronically submit SDS for approval on all materials, a minimum of seven (7) days before delivery of the material, to the installation COR/ACOR associated with the TO or as otherwise stated in the TO.

6.1.5.2 The Contractor shall make all environmental and hazardous material records available upon request.

6.1.6 Transportation Hazardous Wastes The Contractor shall provide all material, equipment, and trained personnel for the proper performance of this function.

6.1.6.1 All operations shall be in compliance with DOT regulations and laws. Employees who transport hazardous material or hazardous waste shall be properly trained and certified IAW current Federal Hazardous Materials (HM) regulations.

6.1.6.2 The Contractor shall provide the proper type of vehicles for the safe transportation of hazardous waste with all required placards and documentation.

6.1.6.3 The Contractor shall coordinate with the installation COR/ACOR associated with the TO to obtain the signature of the DPW on all manifests used for transporting hazardous waste.

6.1.7 Pick-up and Transportation of Hazardous Waste The Contractor shall provide pick-up, and transportation of all hazardous waste generated in the performance of the work under the TO.

6.1.7.1 Accumulation points and collection sites of materials and waste, both hazardous and non-hazardous, shall be as directed by the COR/ACOR.

6.1.7.2 Pick-up containers shall include small and large containers, drums, overpacks, boxes, and bulk petroleum products in waste storage tanks.

6.1.7.3 The Contractor shall use vacuum trucks for petroleum products as appropriate.

6.1.8 Containers Containers may be of various sizes and weights, and container materials shall consist of, but are not limited to glass, plastic, metal, cardboard, paper, and wood.

6.1.8.1 The Contractor shall provide the proper loading and unloading equipment to safely load all materials on their vehicles without assistance from the Government.

6.1.8.2 The Contractor shall provide this service to any point within the boundaries designated in the TO.

6.1.8.3 The Contractor shall transport waste to a location as identified and directed by the COR/ACOR.

6.1.8.4 All pick-up, transport, and off-loading shall be performed by the Contractor in compliance with DOT HM-181.

6.1.8.5 The Contractor shall process hazardous waste transportation as directed by the COR/ACOR.

6.1.8.6 The Contractor shall be held solely responsible for all spills and accidents caused by improper driving, loading, handling or transporting of waste.

6.1.8.7 Drums and containers shall comply with the appropriate DOT and EPA regulations for the materials and waste. The Contractor shall manage, handle, and dispose of hazardous waste IAW Federal, State, and local laws and regulations.

6.2 Manifests and Documentation The Contractor shall provide the generator, at each site, a properly prepared hazardous waste manifest each time waste is offered for transportation off-site.

6.2.1 A written Land Disposal Restriction Notice shall accompany each hazardous waste manifest, as required.

6.2.2 The Contractor shall ensure the completed manifest is returned to the generator within seven (7) calendar days from the initial transporter’s date of signature.

6.2.3 The Contractor shall also document all waste disposals by delivering to the COR/ACOR copies of the landfill disposal form signed and dated by the landfill operator which shows the nature, amount, and location of materials delivered to the landfill.

6.2.4 In case of sale of logs or retention for sale of logs, the Contractor shall provide a signed statement indicating the disposition of the logs.

6.2.5 Copies of this documentation shall be provided to the Contracting Officer prior to requesting final payment on the affected order(s).

6.2.6 Within seven (7) calendar days of completion of a TO, the Contractor shall provide a summary including the weights of the construction and demolition debris generated during the project to the COR/ACOR.

6.2.7 A listing of EPA and State Hazardous Waste Generator Identification numbers and the names of Authorized Representatives to sign necessary documents will be provided to the Contractor as required.

6.3 Contractor Use of Hazardous Waste If the Contractor uses Hazardous Materials in the performance of the project that in turn generates Hazardous waste, the Contractor shall follow the Garrison's Hazardous Waste Management Plan (HWMP) procedures in notifying the Hazardous Waste Manager regarding the Use, Storage, and Ultimate disposal of any Hazardous Wastes (HW) to include Universal Waste (UW) generated.

6.3.1 HW and UW shall be disposed of IAW Federal, State, and local laws and regulations, for timeliness and proper Manifesting requirements. Each Garrison has an approved EPA ID number for the disposal of HW and UW.

6.3.2 This is the only EPA ID number that shall be used for disposal of Waste. The Contractor shall not use their own EPA ID number in any event to dispose of HW or UW.

6.3.3 The DPW or appointed Representative must review and sign the waste profiles, waste analysis, Land Ban restriction forms (if applicable), and all manifests and bills of ladling, prior to shipment of waste off the Garrison.

6.3.4 Questions and coordination regarding the disposal of HW or UW shall be forwarded to the installation COR/ACOR associated with the TO.

6.3.5 All fluorescent light bulbs, high intensity discharge (HID) lamps, neon, mercury vapor, high pressure sodium, metal halide lamps, and lighting ballasts are considered HW and UW material and shall be managed as directed by the installation COR/ACOR associated with the TO.

6.3.6 The Contractor shall provide a State Regulating Authority Permit for each Treatment, Storage, Disposal or Recycling Facility utilized. The transporter of hazardous waste shall be licensed and permitted to transport hazardous waste IAW the State's Environmental Regulatory Agency and DOT regulations.

6.3.7 The Contractor shall provide a copy of the State's Environmental Regulatory Agency and DOT Transporter Operator Permit

7. Contamination Discovery In the event contamination is discovered during performance under this contract, the Contractor shall notify the Contracting Officer and the installation COR/ACOR associated with the TO, and the appropriate Federal, State, and local authorities within twenty-four (24) hours of discovery. The Contractor shall cease all activity in the area of the discovered unidentified contamination and shall not commence work in that area until so directed by the Contracting Officer.

8. Hazardous Communication

8.1 Hazard Communication (HAZCOM) The Contractor is required to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1910.1200). This standard is designed to inform workers of safe and appropriate methods of working with hazardous substances in the workplace.

8.2 Hazardous Communication (HAZCOM) Program The Contractor shall have a Hazardous Communication (HAZCOM) Program in force and have personnel trained in the HAZCOM Program. The Contractor shall maintain current SDS files in addition to having a written copy of the firm's HAZCOM Program on-site. The Contractor shall identify to the installation COR/ACOR associated with the TO and the Safety Office, any materials to be brought to a job site that have the potential to expose workers, occupants, or facilities to fire, explosion, or health hazards.

9. Pollutant Discharge

9.1 The National Pollutant Discharge Elimination System (NPDES) Permits The NPDES requires general permits, a notice of intent, and a notice of termination. The Contractor shall implement the terms and requirements of the appropriate permits, including implementation of any revisions deemed necessary by the State or local Environmental Office. A Storm Water Pollution Prevention Plan (SWPPP) may be required based on the acres of land disturbed. If required, the SWPPP must be completed and approved by the installation COR/ACOR associated with the TO prior to submitting the Notice of Intent (NOI) to EPA for the construction project.

9.2 State Pollutant Discharge Elimination System (SPDES) General Permit If an SPDES General Permit for Storm Water Discharge is necessary, the Contractor shall provide the appropriate plan IAW State laws and regulations.

9.3 Disposal of Solid, Liquid, and Gaseous Contaminants Solid, liquid, and gaseous contaminate disposal shall be coordinated through the DPW. Contractors shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants, including asbestos, IAW Federal, State, and local laws and regulations, together with the following requirements:

9.2.1 Discharge gaseous contaminants so that they will be sufficiently diluted with fresh air to reduce the toxicity to an acceptable level.

9.2.2 Liquid contaminants may, subject to local utility standards, be diluted with water to a level of quality acceptable in the local sewer system or shall be disposed of in approved vessel at approved sites.

10. Polychlorinated Biphenyl (PCB)

10.1 Polychlorinated Biphenyl (PCB) Since PCBs are non-biodegradable and remain in the environment for long periods of time, the EPA has decreed that any future use of PCB oil for electrical transformers is a violation of 40 CFR 761.

10.1.1 The Contractor shall coordinate the removal and disposal of all PCB-contaminated dielectrics with the DPW and execute all projects IAW Federal, State, and local laws and regulations.

10.1.2 The Government will identify the existence of PCB-containing dielectrics in areas where work is to be performed under individual TOs prior to the issuance of the order.

10.1.3 It is not permissible to dilute contaminated dielectrics to lower the level of contamination.

10.1.4 PCB-contaminated dielectrics shall be marked as PCB and transported to and incinerated by an approved EPA Waste Disposal Facility.

10.1.5 The Contractor shall have material identified or suspected as being contaminated with PCB dielectrics tested by an approved independent laboratory for verification at no additional cost to the Government.

10.1.6 The Contractor shall report any findings of PCB-contaminated dielectrics to the installation COR/ACOR associated with the TO prior to initiating work or during the performance of work under a TO.

10.1.7 The Contractor shall furnish to the Contracting Officer and installation COR/ACOR associated with the TO certification of proper disposal.

10.1.8 The Contractor shall not make repairs to PCB transformers and equipment.

10.1.9 The Contractor shall adhere to all Federal, State, and local laws and environmental regulations regarding the proper handling, sampling, operating, deactivating, activating, transporting, storing and disposal of electrical equipment containing or contaminated with PCBs.

10.1.10 All activities and operations shall be performed by certified electricians, properly trained (OSHA 1910) and experienced in working with PCB-containing equipment, and all necessary precautions shall be taken to prevent PCB contaminated fluid from entering into the environment.

10.1.11 The Contractor shall report all spills or leakages of PCB contaminated fluids to the Contracting Officer and the installation COR/ACOR associated with the TO within thirty (30) minutes.

11. Radiation

11.1 Radiation Permits and Authorizations The Contractor shall obtain written authorization or permit from the Radiological Safety Officer (RSO) for devices containing radioactive

materials such as soil moisture probes or non-ionizing radiation producing equipment such as radio frequency radiation transmitters and lasers, while performing work on this contract. Army Radiation Permits are required to use, store, or possess ionizing radiation sources on the Garrison IAW 32 CFR 655.10. Disposal of radioactive material by the Contractor on Army Property is prohibited.

12. Environmental Compliance

12.1 Environmental Compliance The records listed below may also be required, if applicable, as part of other submittals.

12.1.1 The Contractor shall submit the required documentation through DoD SAFE (https://safe.apps.mil/) containing separate documents corresponding to each of the applicable sub items.

12.1.1.1 At project completion, the Contractor shall submit the following documents:

12.1.1.2 Waste Determination Documentation

12.1.1.3 Disposal Documentation for Hazardous and Regulated Waste

12.1.1.4 Contractor 40 CFR Employee Training Records

12.1.1.5Solid Waste Management Permit

12.1.1.6 Solid Waste Management Report

12.1.1.7 Contractor Hazardous Material Inventory Log

12.1.1.8 Hazardous Waste and Debris Management

12.1.1.9 Regulatory Notifications

12.1.1.10 Example of the information to be submitted in PIEE include:

Contract # WXXXXX-XX-D-XXXX
T.O. # XXXX-XXXX
W.O. # XX-XXXXX-XX
Title: (insert title such as Replace Boilers), (insert Bldg.#)
Building #: (insert Bldg.#)
Contractor: (insert company name)

13. Non-Compliance

13.1 Facilities Non-Compliance Citations of Government-owned, Contractor-operated Government Facilities for noncompliance with environmental standards are a matter for

resolution between the Contracting Officer and the issuing office of EPA or State regulatory authorities.

13.1.1 Payment of fines or penalty charges associated with citations issued by Federal, State, or local officials will be paid by the Government.

13.1.2 If the citations are issued due to faulty operation or maintenance practices, the Contracting Officer shall deduct the fine from any monies due the Contractor.

13.2 Notifications of Non-Compliance The Contracting Officer will notify the Contractor in writing of any observed noncompliance with any Federal, State, or local laws, regulations, or permits.

13.2.1 The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action after approval.

13.2.2 If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

13.2.3 No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

14. Green Procurement

14.1 Green Procurement Section 6002 of the Resource Conservation and Recovery Act of 1976 (RCRA) requires the use of recycled and recovered products identified in the EPA's Comprehensive Procurement Guidelines (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

14.2 Recycled or Recovered Products The Contractor shall use these recycled or recovered products unless they cannot be procured within a reasonable period of time NTE seven (7) calendar days; at prices NTE five (5) percent of prevailing rates; or the product(s) does not meet technical or performance standards.

14.2.1 EPA Guidelines are the minimum requirement. The Contractor shall use materials and products commonly used in Industry.

14.2.2 The Contractor shall maintain records and upon completion of the base period and each option year, electronically submit an annual report to the COR and ACOR, along with the annual certification.

14.3 Recycling The Contractor shall recycle products whenever possible. Recycling shall be IAW all State, Federal and local laws and regulations. Materials identifiable as recyclable for off-post projects shall be delivered to the appropriate regional recycling center.

14.4 Sustainable Acquisition Requirements The Contractor shall strive to provide products that are energy-efficient, water-efficient, biobased, environmentally preferable, non-ozone depleting, or made with recovered materials.

14.4.1 The Contractor shall meet the recycled content requirements set forth by the EPA. Please reference the EPA Construction Products at: https://www.biopreferred.gov/BioPreferred/faces/catalog/Catalog.xhtml#.

14.4.2 The Contractor shall meet the Bio Preferred Program requirements set forth by the USDA. Please reference the USDA Bio Preferred Program Product Categories at: https://www.biopreferred.gov/BioPreferred/.

14.4.3 The Contractor shall meet the Energy-efficient and Water-efficient product requirements set forth by the United States Department of Energy (DOE). Please reference the DOE Energy-efficient Covered Product Categories at: http://energy.gov/eere/femp/find-product-categories-covered-efficiency-programs and http://energy.gov/eere/femp/energy-and-water-efficient-products.

14.4.4 If a hard copy of deliverables is necessary, the Contractor shall provide these deliverables printed double sided on paper that contains post-consumer fiber (recycled content).

14.5 Applicable Laws Applicable Laws, Regulations, Statutes, and Acts Section 6002 of the RCRA requires the use of recycled and recovered products identified in the EPA's Comprehensive Procurement Guidelines. The Contractor shall use the recycled or recovered products listed unless they cannot be procured within a reasonable period of time, at prices NTE five (5) percent of prevailing rates, or the product(s) does not meet technical or performance standards. EPA Guidelines are the minimum requirement. The Contractor is encouraged to use other materials and products not listed but commonly used in industry.

15. Cleaning

15.1 Cleaning Previously Used Equipment The Contractor shall thoroughly clean all construction equipment previously used at other sites before it is brought into the work areas, ensuring that soil residuals are removed and that egg deposits from plant pests are not present.

15.1.1 The Contractor shall consult with the United States Department of Agriculture (USDA) Jurisdictional Office for additional equipment cleaning requirements.

15.2 Construction & Demolition (C&D) Debris All scrap and debris generated by the Contractor shall be removed and placed into appropriate containers at the end of each working day. Construction and Demolition (C&D) debris shall be hauled off the Garrison as directed by the installation COR/ACOR associated with the TO. No materials or debris shall be burned on the Garrison.

15.2.1 Open burning of scrap or unsalvageable material is forbidden.

15.2.2 Disposal Protocol/Procedures

15.2.2.1 All unsalvageable solid waste shall be properly disposed of off the Garrison to a Federal or State permitted Facility.

15.2.2.2 Weight tickets shall be required to tally total weights for solid waste disposed of off the Garrison.

15.2.2.3 Weights are to be reported in pounds or tons.

15.2.2.4 The Contractor shall electronically submit these reports for a given month to the DPW, Environmental Division before the close of the first week of the following month.

16. Land Resources

16.1 Land Resources The Contractor shall always provide effective protection for land and vegetation resources as defined in the following subparagraphs as authorized by the Contracting Officer and IAW the Storm Water Pollution Prevention Plan (SWPPP), as applicable. Stone, earth, or other material displaced into un-cleared areas shall be removed.
16.1.1 The Contractor shall confine all activities to areas defined by the TO. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized.

16.2 Work Area Limits Prior to any construction, the Contractor shall mark the construction limits and areas not be disturbed. Isolated areas within the general work area, which are to be saved and protected, shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Markers shall be visible in construction operations conducted during darkness. The Contractor's personnel shall be knowledgeable of the purpose for marking and protecting particular objects.

16.3 Landscape Trees, shrubs, vines, grasses, landforms, and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

16.3.1 Restoration of Landscape Damage The Contractor shall restore landscape features damaged or destroyed during construction operations. The Contractor shall repair any damages to trees and shrubs. If a plant damaged dies or becomes unhealthy, the Contractor shall replace the damaged plant with a plant of the same size and type at no additional cost to the Government.

16.3.2 Plant Replacement Plant replacement shall be performed within fourteen (14) calendar days of the date the Contractor is notified to replace the plant.

16.4 Unprotected Erodible Soils Earthwork brought to final grade shall be finished as indicated in the TO. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earth work shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in situations where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be totally cleared.

Clearing of such areas shall progress in reasonably sized increments as needed to use the developed areas as approved by the installation COR/ACOR associated with the TO.

16.5 Disturbed Areas: The Contractor shall effectively prevent erosion and control sedimentation through approved methods including, but not limited to, the following:

16.6 Retardation and Control of Runoff. Runoff from the construction site or from storms shall be controlled, retarded, and diverted to protected drainage courses by means of diversion ditches, benches, berms, and by any measures required by area wide plans under the Clean Water Act.

16.7 Erosion and Sedimentation Control Devices. The Contractor shall construct or install temporary and permanent erosion and sedimentation control features as indicated. Berms, dikes, drains, sedimentation basins, grassing, and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.

16.8 Sediment Basins. Sediment from construction areas shall be trapped in temporary or permanent sediment basins IAW the drawings. The basins shall accommodate the runoff of a local five (5) year storm. After each storm, the basins shall be pumped dry and accumulated sediment shall be removed to maintain basin effectiveness. Overflow shall be controlled by paved weirs or by vertical overflow pipes. The collected top-soil sediment shall be reused for filling on the construction site or stockpiled for use at another site. The Contractor shall institute effluent Quality Monitoring Programs as required by State and local Environmental Agencies.

17. Water Resources The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation. All water areas affected by construction activities shall be monitored by the Contractor.

17.1 Washing and Curing Water Waste waters directly derived from construction activities shall not be allowed to enter water areas. Waste waters shall be collected and placed in retention ponds so that suspended material can be settled out or the water evaporates to separate pollutants from the water. Analysis shall be performed, results reviewed and approved before water in retention ponds is discharged.

17.2 Wetlands No activity is authorized within wetlands that are not specifically addressed in the TO. No type of filling such as soil, stumps, and trees shall be placed in wetlands outside of those areas specifically permitted for fill. All work shall be accomplished from the existing roadways to the greatest extent possible. If work in wetlands is unavoidable, equipment mats shall be used and removed immediately upon completion of work.

17.2.1 All wetland boundaries shall be physically marked in the field in such a way that provides a visible barrier to all personnel and equipment operators. All boundary line markers shall be maintained throughout the duration of the contract and removed upon final inspection.

17.2.2 All clearing in wetlands not permitted for fill shall be accomplished using hand tools and all material cuts shall be left in place, unless it can be removed by non-ground disturbing machinery, or if possible, through felling and removal by non-ground disturbing machinery. In either case, grubbing shall not be allowed.

17.2.3 All inadvertent unauthorized impacts to wetlands shall be immediately halted and reported to the Contracting Officer. The Contracting Officer will contact the COR/ACOR for guidance in further reporting and correcting the incident.

17.3 Wastewater Discharges All wastewater to be discharged or disposed of will be the responsibility of the Contractor. The disposal method shall be IAW Federal, State, and local laws and regulations.

18. Biological Resources (Fish and Wildlife)

18.1 Interference with Biological Resources The Contractor shall minimize interference with disturbance to, and damage of fish and wildlife.

18.1.1 Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations.

18.2 Clearing of Trees and Vegetation Flagging or signs shall be used to demarcate construction limits of a given project prior to any construction activity or the clearing of trees or vegetation.

18.2.1 Clearing shall only occur within the flagged area, and flagging shall be removed upon completion of the project.

18.3 Lighting Measures Light minimization measures shall be incorporated for all exterior lighting that may include, but are not limited to, full cutoffs, reflectors, shields, downward angling of lights, and reduction of correlated color temperatures to reduce blue-rich or white light.

18.3.1 The Garrison’s Fish and Wildlife Management Program shall be contacted for detailed requirements that must be followed to the maximum extent possible.

18.3.2 No night lighting for construction projects shall be authorized without prior coordination and authorization from the PM and the Garrison’s Fish and Wildlife Management Program.

19. Air Resources & Emissions Air Resources Equipment operation and activities or processes performed by the Contractor in accomplishing the specified construction shall be IAW all Federal emission and performance laws and standards and the State's rules. Ambient Air Quality Standards set by the EPA shall be maintained. Monitoring of air quality shall be the Contractor's responsibility.

20. Particulates

20.1 Particulate Control Dust particles, aerosols, and gaseous by-products from construction activities, processing, and preparation of materials such as asphalt batch plants shall be controlled at all times including weekends, holidays, and hours when work is not in progress.

20.1.1 The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil and borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards to be exceeded, or which would cause a hazard or a nuisance.

20.2 Treatment Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, shall be repeated to always keep the disturbed area damp.

20.3 Equipment The Contractor shall have sufficient, capable equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

20.3.1 Hydrocarbons and Carbon Monoxide. Hydrocarbons and carbon monoxide emissions from equipment shall be always controlled to the Federal and State allowable limits.

20.4 Odors Odors shall be always controlled for all construction activities, processing, and preparation of materials.

21. Cultural Resources

21.1 Definition Cultural resources include, but are not limited to, historic buildings and structures, and historic and prehistoric archeological sites.

21.2 Findings Should construction activities encounter any human remains, funerary objects, sacred objects, artifacts, or objects of cultural patrimony the Contractor shall stop all activity and take immediate steps to protect inadvertently discovered human remains, funerary objects, sacred objects, artifacts, or objects of cultural patrimony.

21.2.1 The Contractor shall immediately provide telephone notification of the inadvertent discovery, with written confirmation, to the installation COR/ACOR associated with the TO, DPW, and Contracting Officer.

21.3 Damage to Resources Damage to cultural resources by these or other destructive activities can result in the necessity for costly mitigation measures. Artifact and relic collecting of any cultural resources located on the garrison is prohibited by Federal Law and punishable by criminal and civil penalties.

22. Pollution/Pollutants

22.1 Maintenance of Pollution Facilities The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

22.2 Environmental Pollution Control The Contractor shall be familiar with all phases of environmental protection, to include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental pollution control.

22.3 Oil and Pollutants Maintenance of Contractor's equipment or vehicles, such as oil changes, shall not be performed on Government Property.

23. Pesticides and Herbicides

23.1 Use of Pesticides and Herbicides The use of pesticides by the Contractor shall be limited to the application of termiticides as soil treatments to prevent infestation by subterranean termites in construction and renovation projects.

23.1.1 Termiticides Termiticides used under this specification shall be registered by the EPA for the proposed use and shall be approved by the Contracting Officer and the installation COR/ACOR associated with the TO prior to application.

23.1.1.1 Application All termiticide applications shall be processed, handled, and applied IAW the Manufacturer's label.

23.1.1.2 Notification & Compliance Prior to any application, the Contractor shall notify the installation COR/ACOR associated with the TO and the Pest Management Coordinator to ensure compliance with the specification and provide for inspection of application(s). Such notification shall be done a minimum of fourteen (14) calendar days prior to application.

23.1.1.3 Certification Personnel selecting, mixing or applying termiticides shall be certified by the State in the Commercial Applicator Permit Category Wood Destroying Organisms (WDO) Certified Operator.

24. Chlorofluorocarbons (CFC) The Contractor shall adhere to the comprehensive and stringent requirements of EPA 40 CFR Part 82, effective date 14 June 1993, Protection of Stratospheric Ozone and all changes or additions thereafter and the Refrigerant Recycling and the Ozone Depleting Chemical (ODC)

24.1 Definitions For the purposes of this section, appliance is defined as any device that contains and uses a Class I or Class II substance as a refrigerant and which is used for household or commercial purposes, including any air conditioner, refrigerator, chiller, or freezer.

24.2 Restrictions An important restriction, effective 1 July 1992, became unlawful to knowingly vent into the atmosphere ozone-depleting compounds that are used as refrigerants while

maintaining, servicing, repairing, or disposing of air conditioning or refrigeration equipment from stationary sources. Specific prohibitions and required practices are found in Subpart F of 40 CFR Part 82.

24.3 Turn-In Procedure Turn-in procedure as developed by the Army Acquisition Pollution Prevention Support Office. The EPA promulgates regulations under the Clean Air Act Amendments (CAA), 1990, Title VI, Stratospheric Ozone Protection that establish a Recycling Program for ozone-depleting refrigerants recovered during the servicing and disposal of air conditioning and refrigeration equipment.

24.4 Compliance Contractor shall also comply with all technical certification requirements as outlined in 40 CFR 82 and any new requirements lawfully passed during the duration of the contract.

25. Covered Chutes All chutes for refuse shall be covered to fully confine the material to prevent dust and debris from scattering. The Contractor shall be held solely responsible for all scattered dust and debris in the performance of this contract. The Contractor shall be responsible for compliance will all EPA requirements. The Contractor shall coordinate all activities which may require environmental documentation or State Environmental Permits with the DPW a minimum of fourteen (14) calendar days prior to start of work. The Contractor shall adhere to requirements of LBP removal.

26. Septic Tanks The Contractor shall obtain a Class V Underground Injection Control (UIC) Permit from the State's Environmental Regulatory Agency prior to allowing subcontractors to begin installation of septic tanks. The permit application shall be prepared by a licensed Professional Engineer as described in the permit application within the TO and electronically submitted to the Contracting Officer and the installation COR/ACOR associated with the TO.

27. Chain of Custody Procedures Chain of custody procedures shall be employed for samples taken IAW Federal, State, and local laws and regulations. Records shall be made available to the Contracting Officer upon request.

28. Environmental Compliance Reports

28.1 Inspection by Regulatory Agencies Report The Contractor shall notify the Contracting Officer and installation COR/ACOR associated with the TO by phone of any inspection visit by an Agent or Agents of any Regulatory Agency within two (2) working days. The Contractor shall electronically submit a written report to the Contracting Officer and installation COR/ACOR associated with the TO, within one (1) working day of the inspection or visit, to include the names, identification numbers, agency of the Inspectors, copy of all reports received, and the reason for the visit.

28.2 Lead-Based Paint Abatement Report The Contractor shall electronically submit a draft lead-based paint abatement report for review and approval by the DPW no later than fourteen (14) calendar days after the effective date of the TO. No work shall commence until approval of the plan is received. The plan shall include the work performed, a copy of the Contractor's

license, permits for the completion of the work, and disposal manifests to the installation COR/ACOR associated with the TO.

28.3 Non-Hazardous Solid Waste Diversion Report The Contractor shall electronically submit a quarterly Non-Hazardous Solid Waste Diversion Report to the installation COR/ACOR associated with the TO. The report shall be submitted on the first working day of the month following the end of the quarter. The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic yards or tons, along with the percentage of total waste that was diverted.

28.4 Preservation of Land Resources Report Prior to beginning any construction, the Contractor shall identify the land resources to be preserved within the work area and electronically submit a report to the COR and installation ACOR associated with the TO. Except in areas indicated in the SOW to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, or landforms without written consent from the installation COR/ACOR associated with the TO.

PART 5 DEFINITIONS

Although not inclusive of every term used within this SOW, the following provides a list of definitions used throughout this SOW and commonly used in the acquisition field.

Construction: Construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms "buildings, structures, or other real property" include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property (except that for use in subpart 22.5, see the definition at 22.502).

Contract: A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure on appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C.6301, et seq. For discussion of various types of contracts, see part 16.

Contracting Officer (KO): A person with the authority to enter into, administer, 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. "Administrative contracting officer (ACO)" refers to a contracting officer who is administering contracts. "Termination contracting officer (TCO)" refers to a contracting officer who is settling terminated contracts. A single contracting officer may be responsible for duties in any or all of these areas. Reference in this regulation (48 CFR chapter 1) to administrative contracting officer or termination contracting officer does not-
(1) Require that a duty be performed at a particular office or activity; or
(2) Restrict in any way a contracting officer in the performance of any duty properly assigned.

Contracting Officer's Representative (COR): an individual, including a contracting officer's technical representative (COTR), designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

Contractor Acquired Property (CAP): Property acquired, fabricated, or otherwise provided by the Contractor for performing a contract and to which the Government has title.

Defective work: A work product that does not meet the standard of performance associated with the Statement of Work (SOW).

Deliverable: Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

General and administrative (G&A) Expense: any management, financial, and other expense which is incurred by or allocated to a business unit and which is for the general management and administration of the business unit as a whole. G&A expense does not include those management expenses whose beneficial or causal relationship to cost objectives can be more directly measured by a base other than a cost input base representing the total activity of a business unit during a cost accounting period.

Government Furnished Property (GFP): Property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. It includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification; and it includes Contractor Acquired Property (CAP) if the CAP is deliverable under a cost contract when accepted by the Government for continued use under the contract).

Government Property (GP): Property owned or leased by the Government. It includes both GFP and CAP. It includes material, equipment, special tooling, special test equipment, and real property, but does not include intellectual property and software (FAR 45.101).

Government Property Administrator (GPA): An authorized representative of the KO appointed IAW agency procedures that is responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Hazardous Material (HAZMAT): Hazardous material is any product that has, or requires, a Safety Data Sheet (SDS).

In writing, "writing," or "written": any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Inspection: examining and testing supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether they conform to contract requirements.

Insurance: a contract that provides that for a stipulated consideration, one party undertakes to indemnify another against loss, damage, or liability arising from an unknown or contingent event.

Invoice: a contractor's bill or written request for payment under the contract for supplies delivered or services performed (see also "proper invoice").

Key personnel: employees of the prime Contractor, or any subcontractor(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities.

Multiple-award Contract: a contract that is—

(1) A Multiple Award Schedule contract issued by GSA (e.g., GSA Schedule Contract) or agencies granted Multiple Award Schedule contract authority by GSA (e.g., Department of Veterans Affairs) as described in FAR part 38;

(2) A multiple-award task-order or delivery-order contract issued in accordance with FAR subpart 16.5, including Governmentwide acquisition contracts; or

(3) Any other indefinite-delivery, indefinite-quantity contract entered into with two or more sources pursuant to the same solicitation.

Must: (see "shall").

Offeror: means offeror or bidder.

Office of Small and Disadvantaged Business Utilization: the Office of Small Business Programs when referring to the Department of Defense.

Option: a unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract or may elect to extend the term of the contract.

Organizational Conflict of Interest: means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Overtime: means time worked by a contractor's employee in excess of the employee's normal workweek.

Overtime Premium: the difference between the contractor's regular rate of pay to an employee for the shift involved and the higher rate paid for overtime. It does not include shift premium, i.e., the difference between the contractor's regular rate of pay to an employee and the higher rate paid for extra-pay-shift work.

Partial termination means the termination of a part, but not all, of the work that has not been completed and accepted under a contract.

Past performance means an offeror's or contractor's performance on active and physically completed contracts (see 4.804-4).

Physical security: Actions that prevent the loss or damage of Government property.

Pricing: the process of establishing a reasonable amount or amounts to be paid for supplies or services.

Prime Contractor/Contractor: a person who enters into a prime contract with the United States Government to furnish supplies, materials, equipment, or services. This entity works directly

with the government, manages any subcontractors, and is ultimately responsible for ensuring the contract's work is completed as specified.

Proper Invoice: An invoice that meets the minimum standards specified in 32.905(b).

Quality Assurance: The various functions, including inspection, performed by the Government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

Quality Control (QC): the technical requirements in the contract relating to the quality of the product or service and those contract clauses prescribing inspection, and other quality controls incumbent on the Contractor, to assure that the product or service conforms to the contractual requirements.

Safety Data Sheet (SDS): Safety Data Sheets provide comprehensive information about a substance or mixture for use in workplace chemical management.

Scrap: means personal property that has no value except its basic metallic, mineral, or organic content.

Shall denotes the imperative.

Small business concern:

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13 CFR part 121 (see 19.102).

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small Business Subcontractor a concern that does not exceed the size standard for the North American Industry Classification Systems code that the prime contractor determines best describes the product or service being acquired by the subcontract.

Sole Source Acquisition: a contract for the purchase of supplies or services that is entered into or proposed to be entered into by an agency after soliciting and negotiating with only one source.

Subcontractor: any firm, supplier, distributor, or vendor that provides supplies or services to a prime contractor or another subcontractor to help fulfill the requirements of a prime contract with the government.

Task order: an order for services placed against an established contract or with Government sources.

Terminated Portion of the Contract: the portion of a contract that the contractor is not to perform following a partial termination. For construction contracts that have been completely terminated for convenience, it means the entire contract, notwithstanding the completion of, and payment for, individual items of work before termination.

Termination for Convenience: the exercise of the Government's right to completely or partially terminate performance of work under a contract when it is in the Government's interest.

Termination for Default: the exercise of the Government's right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations.

Unallowable Cost: any cost that, under the provisions of any pertinent law, regulation, or contract, cannot be included in prices, cost-reimbursements, or settlements under a Government contract to which it is allocable.

Warranty: A promise or affirmation given by a contractor to the Government regarding the nature, usefulness, or condition of the supplies or performance of services furnished under the contract.

Waste Reduction: preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

Workday: The number of hours per day the Contractor provides services IAW the contract.

Work week: Monday through Friday, unless specified otherwise.

PART 6 ACRONYMS

ACC	Army Contracting Command
ACGIH	American Conference of Governmental Industrial Hygienists
ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
AT	Anti-terrorism
ATCTS	Army Training Certification Tracking System
BCI	Building Cost Index
BF	Board Feet
CAA	Clean Air Act
CAC	Common Access Card
CAD	Computer-Aided Design
CAM	Computer-Aided Manufacturing
CADD	Computer-Aided Design and Drafting
CAP	Contract Administration Plan
CCASS	Construction Contractor Appraisal Support System
CD	Compact Disc
C&D	Construction & Demolition
CDC	Child Development Center
CERCLT	Comprehensive Environmental Response, Compensation, and Liability Act
CF	Cubic Feet
CFC	Chlorofluorocarbons
CFE	Contractor-Furnished Equipment
CFP	Contractor-Furnished Property
CFR	Code of Federal Regulations
CLF	100 Linear Feet
COR	Contracting Officer's Representative
CQC	Contractor Quality Control
CSF	100 Square Feet
CSI	Construction Specifications Institute
CY	Cubic Yard
DA	Department of the Army
DD	Department of Defense
DEC	Department of Environmental Conservation
DES	Department of Emergency Services
DFARS	Department of Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DOE	Department of Energy
DOL	Department of Labor
DOT	Department of Transportation
DPW	Directorate of Public Works
DRMO	Defense Reutilization Marketing Office
EM	Engineer Manual
EMCS	Energy Monitoring Control Systems

ENRD	Environmental Natural Resources Division
EPA	Environmental Protection Agency
ETL	Engineer Technical Letter
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
FFP	Firm Fixed Price
FPCON	Force Protection Condition
FY	Fiscal Year
GFE	Government Furnished Equipment
GFM	Government Furnished Material
GFP	Government Furnished Property
GIS	Geospatial Information System
HAZCOM	Hazardous communication
HID	High Intensity Discharge
HLF	Horizontal Linear Feet
HM	Hazardous Materials
HQDA	Headquarters Department of Army
HVAC	Heating, Ventilation, and Air Conditioning
HW	Hazardous Waste
IAW	In Accordance With
IBC	International Building Code
IDIQ	Indefinite Delivery and Indefinite Quantity
IDS	Intrusion Detection System
IGE	Independent Government Estimate
KO	Contracting Officer
LBP	Lead-Based Paint
LF	Linear Feet
MCA	Military Construction Army
MICC	Mission and Installation Contracting Command
MFR	Memorandum for Record
MLF	1000 Linear Feet
MOA	Memorandum of Agreement
MSF	1000 Square Feet
MUTCD	Manual for Uniform Traffic Control Devices
NACI	National Agency Check with Inquiries
NAICS	North American Industry Classification System
NEBB	National Environmental Balance Bureau
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NFC	National Fire Codes
NFPA	National Fire Protection Association
NHPA	National Historic Preservation Act
NLT	No Later Than
NOAA	National Oceanic and Atmospheric Administration
NPDES	National Pollutant Discharge Elimination System
NSPC	National Standard Plumbing Code
NTP	Notice to Proceed

O&M	Operation and Maintenance
ODC	Ozone Depleting Chemical
OMB	Office of Management and Budget
OPN	Door or Window Opening
OPSEC	Operations Security
OSHA	Occupational Safety and Health Administration
PCB	Polychlorinated Biphenyl
PAM	Pamphlet
PM	Project Manager
PR	Pair
POC	Point of Contact
QA	Quality Assurance
QC	Quality Control
QCM	Quality Control Manager
QCP	Quality Control Plan
QCR	Quality Control Report
RCRA	Resource Conservation and Recovery Act
REC	Record of Environmental Consideration
RFP	Request for Proposal
RPMA	Real Property Maintenance Activities
RRC	Repair, Rehabilitation, and Construction
RSO	Radiological Safety Officer
RTOP	Request for Task Order Proposal
SDS	Safety Data Sheets
SF	Square Foot
SF	Standard Form
SJA	Staff Judge Advocate
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SOP	Standing Operating Procedure
SOW	Statement of Work
SPDES	State Pollutant Discharge Elimination System
SQ	100 Square Feet (roofing work)
SRM	Sustainment, Restoration, Modernization
SSHP	Site Safety and Health Plan
SWPPP	Storm Water Pollution Prevention Plan
SY	Square Yard
TO	Task Order
UFC	Unified Facilities Criteria
UFGS	United Facilities Guide Specifications
UIC	Underground Injection Control
U.S.	United States
USDA	United States Department of Agriculture
UW	Universal Waste
UXO	Unexploded Ordnance
VLF	Vertical Linear Feet
WDO	Wood-Destroying Organisms

PART 7 DIRECTIVES & PUBLICATIONS

All regulations and documents referenced herein are mandatory and shall be complied with. Supplements or amendments to these mandatory publications may be issued during the life of the contract. Supplements and amendments to mandatory publications shall be considered to be in full force and effective immediately upon publication.

1.1 Technical Publications, Codes, and Standards The Contractor shall implement the requirements of the applicable publications from the following organizations to form the basis of the work required in individual TOs under this Contract. Additional publications may be identified as required in the TOs. The Contractor is responsible for obtaining and updating all applicable publications. Work done under the individual TOs shall utilize the latest issue of the publications dated at the time of award of the TO. The Contractor shall utilize a publication with national applications if a required publication is not referenced in this list, or in the TO. In case of a conflict among these laws and regulations, the most stringent law or regulation shall apply.

1.1.1 Publications Publications that are not listed in the Applicable Publication paragraph of the Technical Specifications sections but are found elsewhere in the text of those specifications, are also form a part of this contract.

1.2 Federal Statutes, Department of Army (DA) Regulations, and Executive Orders All are available through commercial sources or the U.S. Government Printing Office, Washington, DC 20402, https://www.gpo.gov/.

1.3 Codes and Standards All work in this contract shall conform to the most currently applicable local, Army, Federal and State environmental laws and regulations as amended, as well as accepted professional practices. It is both the Government's and the Contractor's responsibility to obtain and maintain the current applicable documents. The list includes, but is not limited to, the following documents.

1.3.1 United States Code (U.S.C.)
42 U.S.C. 6901 Resource Conservation and Recovery Act (RCRA), Solid Waste Disposal Act (SWDA) of 1976, as amended, including Subtitle D

1.3.2 Code of Federal Regulation (CFR)
CFR 10 Energy
CFR 29 Occupational Safety and Health Administration (OSHA)
CFR 32 National Defense
CFR 36 Parks Forests and Public Property
CFR 40 Parts 60, 61, 85, 86, 87, 110, 112, 125, 129, 141,173, 225, 243, 260 through 271, 280, 300, 355, 761, and 763

1.4 Federal Environmental Statutes
Asbestos Hazard Emergency Response Act
Clean Air Act (CAA)
Clean Water Act (CWA)

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
Emergency Planning and Community Right to Know Act
Resource Conservation and Recovery Act
Safe Drinking Water Act
Toxic Substances Control Act

1.5 Federal Standard (Fed. Std.)
Fed Std: 313A Material Safety Data Sheets

1.6 Army Regulations (AR)
AR 11-27 Army Energy Program
AR 200-1 Environmental Protection and Enhancement
AR 385-10 The Army Safety and Occupational Health Program Procedures
AR 420-1 Army Facilities Management

Army Regulations are available from the US Army Publication website
https://armypubs.army.mil/

1.7 Department of the Army Pamphlets
DA PAM 385-10 Army Safety and Occupational Health Program Procedures
DA PAM 385-40 Army Mishap Investigations and Reporting

1.8 Department of the Army, Corps of Engineers Manual (EM), Engineers Technical Letter (ETL)
EM 385-1-1. Safety and Health Requirements.

1.9 Building Codes All work shall be performed in compliance with the following National Standards and Codes, as applicable:
American Concrete Institute (ACI)
American Institute of Steel Construction (AISC)
Life Safety Codes
Uniform Building Code (UBC)
Uniform Plumbing Code (UPC)
Uniform Mechanical Code (UMC)
National Electrical Code (NEC)
National Electrical Safety Code (NESC)

1.10 Additional Documents
American National Standards Institute (ANSI)
American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) Handbooks and Standards
American Society of Mechanical Engineers (ASME)
American Society for Testing and Materials (ASTM)
Americans with Disabilities Act, Accessibility Guidelines for Building and Facilities
HVAC Duct Construction Standards
Installation Design Guide

International Building Code
International Gas Code
International Mechanical Code (IMC)
International Plumbing Code (IPC)
Institute of Electrical and Electronics Engineers
National Environmental Balancing Bureau (NEBB) (Commissioning Procedural Standards)
NEBB Procedural Standards for Testing Adjusting and Balancing of Environmental Systems
National Fire Codes (NFC)
NFPA 1 Standard for the Installation of Sprinkler Systems
NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances
NFPA 72 National Fire Alarm and Signaling Code (2010)
NFPA 101 Life Safety Code (2009)
NFPA 70 National Electrical Code (2011)
NFPA 780 Standards for the Installation of Lighting Protection Systems (2011)
National Fuel Gas Code (NFGC)
National Security Telecommunication and Information System Security (NSTISSI) No. 7003
National Standard Plumbing Code (NSPC)
Occupational Safety and Health Administration (OSHA)
Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
State Department of Environmental Conservation requirements
State Department of Health
State Department of Transportation Standard (and Special) Specifications, Standard Drawings, Manual for Uniform Traffic Control Devices (MUTCD) and Supplement
Unified Facilities Criteria (UFC)
UFGS
United States Department of Agriculture – Rural Utility Service (RUS)

PART 8 ATTACHMENTS & APPENDICES

1. Attachments

1.1 DD1354

1.2 Equipment Data Sheet (template)

1.3 Daily Report Template

1.4 Site Specific Requirements

1.5 QCR Submittal Form

1.6 Engineering Form 4025

1.7 Project Schedule

1.8 Equipment Warranty Tag - Sample

2. Appendices

2.1 Aberdeen Proving Ground (APG)

2.1.1 APG Engineering Form

2.1.2 APG Environmental Requirements

2.1.3 APG Excavation Permit

2.1.4 APG UXO Sustainment

2.2 Arlington National Cemetery

2.3 Fort Belvoir

2.4 Fort Detrick

2.5 Fort George G. Meade

2.6 Fort AP Hill

2.6.1 Public Works Customer Service Guide

2.7 Joint Base Myer – Henderson Hall (JBMHH)

2.7.1 JBMHH Color Map

2.7.2 JBMHH Dig Permit Process

2.7.3 JBMHH DPE Fillable Excavation Permit

2.7.4 JBMHH Excavation Permit SOP June 2023

2.7.5 JBMHH Installation Access Request

2.7.6 JBMHH Miss Utility Ticket Sample

2.7.7 JBMHH Schematic Outline

2.7.8 MYER DPW Excavation Permit

2.7.9 MYER Example Service Request Ticket