Statement of Work (SOW)

For

Fort Benning, Georgia

Job Order Contracting (JOC)

23 JULY 2025

Table of Contents

1.0 GENERAL 1
2.0 CONTRACT DESCRIPTION 1
3.0 SCOPE OF WORK 1
4.0 WORK RESPONSIBILITY 2
4.1 Work Hours 3
4.2 Federal Holidays 3
4.3 Installation Closures. 4
4.4 Inclement Weather Delay. 4
5.0 CONTRACTOR RESPONSIBILITY 4
5.1 Task Order Coordination 4
5.2 Commencement 5
5.3 Work Execution. 5
5.4 Deliverables 5
6.0 ORDERING PROCEDURES 6
6.1 Responsiveness 6
7.0 PROPOSALS 6
7.1 Contingency 7
7.2 Cost Estimating Requirements 7
7.3 Waste and Excess Quantities Included 8
7.4 UPB Vendor Clarifications 8
7.5 UPB Application – Specific Considerations 8
7.6 Coefficients 10
7.7 Project Schedules 11
7.8 Time Extensions 12
7.9 Weather Related Time Extensions 12
7.10 Liquidated Damages 13
8.0 TASK ORDER DOCUMENTS 13
8.1 Task Order Work Files 13
8.2 Notice of Completion of Task Order. 13
8.3 Real Property Documents Required Before TO Close-Out 14
9.0 PERSONNEL 14
9.1 Key Personnel 14
9.1.5 On-Site Staff 16

10.0 PRE-CONSTRUCTION ORIENTATION 16
11.0 REQUIRED CONTRACTOR PLANS 16
11.1 Accident Prevention Plan 17
11.2 Asbestos and Lead Management Plan 17
11.3 Contractor Quality Control (CQC) Plan 17
11.4 Management Plan 19
11.5 Site Safety and Health Plan (SSHP) 19
11.6 Spill Plan 20
11.7 Traffic Control Plan 20
12.0 CONTRACTOR QUALITY CONTROL SYSTEM 20
12.1 Quality Control (QC) 21
12.2 Coordination Meeting 21
12.3 Inspections 22
12.4 Performance Evaluation Meetings 22
12.5 Notification of Noncompliance 22
12.6 QCM's Completion Inspection 22
12.7 Pre-Final Inspection 22
12.8 Final Acceptance 23
12.9 Testing Procedures 24
12.10 Files and Reports 24
13.0 FACILITIES 24
13.1 Closure Inspections 25
13.2 Secure Areas 25
13.3 Conditions of Occupancy 25
13.4 Elevators 26
13.5 Equipment on the Site 26
13.6 Office Trailer 26
13.7 Construction Site Maintenance 26
13.8 Permits, Fees, and Licenses (Non-Environmental). 27
13.9 Excavation and Utility Permits 27
13.10 Vehicular Access to Construction Sites 27
13.11 Discovery of Unexploded Ordnance (UXO) 28
13.12 Historical, Architectural, and Landscaping Requirements 28
13.14 Site Security. 29

13.15 Security Awareness 29
13.16 Construction Project Site Sign..... 29
14.0 SAFETY 30
14.1 Pre-Construction Safety Meeting 30
14.2 Safety Hazards 31
14.3 Materials and Equipment 31
14.4 Safety Data Sheets (SDS) 31
14.5 Medical Surveillance 31
14.6 Confined Space Entry Procedures. 32
14.7 Noise Control 32
14.8 Required Seatbelt Use 32
14.9 Trucking 32
14.10 Construction Hazard Communication..... 32
14.11 Fire Prevention and Protection..... 33
14.12 Radiation Permits and Authorizations 33
14.13 Hazardous Materials 33
14.14 Polychlorinated Biphenyl (PCB) 36
15.0 ENVIRONMENTAL REQUIREMENTS 37
15.1 Environmental Protection Considerations 37
15.2 Green Procurement..... 37
15.3 Environmental Compliance 37
15.4 Record of Environmental Consideration (REC)..... 38
15.5 Citations 38
15.7 Sampling 39
15.8 Land Resources. 39
15.9 Water Resources 41
15.10 Biological Resources (Fish and Wildlife) 42
15.11 Air Resources 42
15.12 Cultural Resources..... 43
15.13 Waste Disposal 43
15.15 Recycling 46
15.16 Wastewater Discharges 46
15.17 Contamination Discovery 46
15.18 Construction Cleanup..... 46

15.19 Restoration of Landscape Damage 46
15.20 Maintenance of Pollution Facilities 47
15.27 Sustainable Acquisition Requirements 48
15.28 Applicable Laws, Regulations, Statutes, and Acts 49
15.29 Chain of Custody Procedures 49
16.0 CLEAN-UP AND WASTE MANAGEMENT 49
16.1 Construction & Demolition (C&D) Debris 49
16.2 Salvageable and Unsalvageable Materials 49
16.3 Disposal of Asbestos 51
16.4 Disposal of Hazardous Materials 51
16.5 Disposal of Solid, Liquid, and Gaseous Contaminants 51
17.0 SPECIFICATIONS 51
17.1 JOC Technical Specifications 51
17.2 Documents 51
18.0 SUBMITTALS 52
18.1 Material Approval Submittals 52
18.2 Environmental Compliance 53
18.3 Drawings 53
19.0 CONTRACTOR REPORTS 56
19.1 Abatement Report 56
19.2 Accident Reporting 56
19.3 Construction and Demolition Debris Reports 57
19.4 Damage Reports 57
19.5 Environmental Compliance Reporting 57
19.6 Progress Charts 58
19.7 Quality Control Reports (QCR) 58
19.8 Solid Waste Management Report 58
19.9 Warranty Item Report 58
19.10 Adverse Weather Log 58
20.0 Special Contract Requirements 59
20.1 Work by the Government 59
20.2 Security Requirements 59
20.3 Anti-Terrorism (AT) Training 59
20.4 Operations Security (OPSEC) Training 59

20.5 Access and General Protection, Security Policy, and Procedures 59
20.6 Contractor Employees Requiring Access to Government Information Systems 60
20.7 Contractor Employees Requiring a Common Access Card (CAC)..... 60
20.8 iWATCH Training 60
20.9 Contractor Employees Requiring Information Awareness / Information Technology (IA/IT) Training and Certification 61
20.10 Government Furnished Material (GFM), Property (GFP), and Equipment (GFE) 61
20.11 Contractor-Furnished Property (CFP) and Equipment (CFE)..... 61
20.12 Warranty Program..... 61
21.0 ACRONYMS AND DEFINITIONS 62
21.1 Acronyms 63
21.2 Definitions 65
22.0 APPLICABLE DIRECTIVES AND PUBLICATIONS..... 71
22.1 General 71
22.2 Technical Publications, Codes, and Standards 71
22.3 Codes and Standards 72
22.3.3 Federal Environmental Statutes. 72
22.3.4 Federal Standard (Fed. Std.)..... 73
22.4. Army Regulations (AR) 73
22.5 Department of the Army Pamphlets 73
22.6 Department of the Army, Corps of Engineers Manual (EM), Engineers Technical Letter (ETL)..... 73
22.7 Other Documents 73
22.8 Building Codes. 74
23.0 ADDITIONAL CONTRACT TERMS AND CONDITIONS 74
24.0 SAMPLE EXHIBITS..... 74

1.0 GENERAL

This is a non-personal services contract to provide Job Order Contract (JOC) requirements to Fort Benning, GA (Installation) to include the satellite installation of Camp Merrill near Dahlonega, GA. The Government shall not exercise any supervision or control over the Contract Service Providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

2.0 CONTRACT DESCRIPTION

This is a Firm Fixed Price (FFP) Indefinite Delivery-Indefinite Quantity (IDIQ) Job Order Contracting (JOC) contract for construction work as defined under the North American Classification System (NAICS) 236220 – Commercial and Institutional Building Construction.

3.0 SCOPE OF WORK

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and construction services necessary as defined in this SOW.

The JOC will be used to fulfill repair, maintenance, demolition and minor construction requirements on a variety of projects ranging from Sustainment, Restoration, and Modernization (SRM), simplified acquisition of base repair requirements, civil works operations and maintenance, small renovations, real property repair and maintenance with an estimated value more than the micro-purchase threshold (MPT) for acquisitions of construction. At the time of this revision the MPT is $2,000.00 in accordance with (IAW) Federal Acquisition Regulation (FAR) 2.101, Definitions.

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, airfield structure, athletic fields, underground utilities, overhead utilities, gates, warehouses, auditoriums, and other general construction work deemed necessary to support the Fort Benning Directorate of Public Works (DPW) mission requirements. Facility repairs, renovations, and construction shall conform to the requirements of the technical criteria described in the Task Order (TO).

Projects tasks include a variety of trades such as: carpentry, roofing, painting, electrical, Heating Ventilation and Air Conditioning (HVAC), plumbing, masonry, demolition in conjunction with renovation projects, incidental roadwork, storm drainage, earthwork, welding, minor construction, operational type work and other general construction work deemed necessary to support the Fort Benning DPW mission requirements.

Other site work includes site grading, drainage and retaining walls incidental to the construction.

The JOC shall not be used to purchase supplies, services, or Architect and Engineer (A-E) Services.

For example, the following items are not authorized for acquisition under this JOC contract:

- Fuels
- Utilities (Contractor is to perform any incidental work to the point of connection of primary utilities)
- Construction equipment
- Administrative equipment
- Furnishings
- Construction materials only (lumber, concrete, etc.), for other than valid JOC projects
- A-E Services (Brooks Act)
- Administrative services such as typing, transportation, reproduction, graphics, and interior design services not part of a JOC Contractor construction proposal
- Maintenance, overhaul, or repair of equipment
- Housekeeping Services
- Purchase of supplies
- No Design (Contractor is to produce shop drawings incidental to the job, reflecting the plan of action and the completed project)
- For the sole purpose of abatement of lead-based paint and/or asbestos

Note: IAW Army Federal Acquisition Regulation Supplement (AFARS) 5117.9002(b), The Requiring Activity's reoccurring facilities engineering support services, such as utility plant operation, custodial, grounds maintenance, refuse collection and disposal, and similar work shall not be acquired using a JOC. Architect-engineer services as defined in FAR 36.102 and Design-Build requirements as defined in FAR 36.3 shall not be acquired under a JOC.

4.0 WORK RESPONSIBILITY

The Contractor shall perform repair and construction as defined in each TO. Individual SOWs will vary in size and complexity depending on the nature of the work. The Contracting Officer (KO) will issue to the Contractor a Request for Task Order Proposal (RTOP) detailing the task to be accomplished. The Contractor shall estimate the level of effort required to perform the requested work and shall submit a detailed proposal of items required to accomplish the work within the time frame stated in the RTOP. The proposal shall be of sufficient detail and broken out by item, so the Government can readily identify the estimated quantities and level of effort for each task and subtask. The Contractor shall provide supervision, labor, materials, equipment, and supplies, unless otherwise specified as Government-furnished in each TO.

The KO 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.

The JOC will include a combination of repair and construction task descriptions and/or specifications, units of measure, and pre-established unit prices for each of these discrete requirements. TOs under the JOC are comprised of a number of pre-described and Pre-Priced tasks. Individual TO cost proposals shall be determined by the applicable quantities of necessary Unit Price Book (UPB) line items. The UPB lists the price for labor, equipment, and materials.

The Contractor shall use cost estimating software (RS-Means, e-Gordian, etc.) as prescribed by the Government. The Contractor shall furnish work as required per the line item in the UPB. The Contractor shall subscribe to a Software as a Service (SAS) or on-demand software platform for use by both the Contractor and Government in support of the JOC project management. The Contractor shall provide as-built drawings, which conform to the electronic computer-aided design and drafting (CADD) software currently utilized by the DPW.

The Contractor shall perform IAW current OPORDS, National Fire Protection Association (NFPA) codes, and Industry and Trade Organization standards.

4.1 Work Hours

The Government's regular (normal) hours are from 0800 – 1630 hours, excluding Federal Holidays or when the Government Facility is closed due to local or national emergencies, administrative closings, or similar Government directed Facility closings. Work outside normal duty hours shall be coordinated with and approved by the Contracting Officer's Representative (COR). A separate coefficient shall be used for work identified as outside of normal work hours.

4.2 Federal Holidays

The Contractor's performance shall not be required on the Federal public holidays listed below. However, that requirement is subject to mission execution requirements; and, work on Holidays, when required, will be annotated on the individual TO.

New Year's Day	1st day of January
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 Friday or Saturday, the preceding Thursday 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.

4.3 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.

4.4 Inclement Weather Delay.
If the Contractor determines unsafe weather conditions for continued operations, the Contractor shall notify the KO/COR of inclement weather within one (1) hour of suspension of work. The Contractor shall resume operations with KO/COR approval.

5.0 CONTRACTOR RESPONSIBILITY

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 are not limited to, supply, quality control (QC), and maintenance of accurate and complete records, files, and libraries of documents.

At the Task Order level the Contractor shall provide related services to include, but are not limited to, pre-award project development, project management, QC, and submission of required deliverables necessary to satisfy requirements specified under this contract and individual TOs. The Contractor shall visit and inspect the job site prior to the start of any work. The Contractor shall document (with photos) any damaged areas and turn them into the COR, 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 Alternate COR (ACOR) will assume responsibility.

5.1 Task Order Coordination
The signed, issued TO constitutes the Contractor's Notice to Proceed (NTP) unless a separate NTP is specified in the TO. Prior to scheduling work for a TO, the Contractor shall coordinate with the COR 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.

5.2 Commencement
The Contractor shall be required to commence work IAW the date specified in the contract award. Upon TO receipt, the Contractor shall be required to physically start work or as indicated on individual TOs.

5.3 Work Execution
The time stated for entire completion of work specified in the TO, unless a separate NTP is issued shall include 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.

5.3.1 Construction Related Changes
The Contractor shall document and obtain authorization from the KO before making any requirement changes to the SOW. Construction-related requests from building occupants shall be directed to the KO/COR prior to taking any action. 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. Contractor shall inform all employees to include the subcontractor of this requirement.

5.4 Deliverables
The Contractor shall submit to the KO and COR a complete package of pre-construction deliverables which include, but are not limited to, Government approvals, permits, notices of award of subcontracts, performance schedules, and material or product submittals no later than (NLT) fourteen (14) calendar days after TO award. The Government will make every attempt to respond to the pre-construction deliverables within seven (7) calendar days after the Contractor's submissions are received.

Post-completion deliverables such as completed warranties certificates, completed Department of Defense (DD) Form 1354, *Transfer and Acceptance of DoD Real Property,* as-built drawings, room key inventory list, installed building equipment list, operation and maintenance (O&M) manuals, payrolls, Release of Claims, BUILDER Sustainment, and environmental closure documents shall be submitted to the KO and COR prior to requesting final payment.

5.4.1 Construction/Project Management Software
Task Order management requires utilization of a formal construction project management software beyond the capabilities of manual, paper-based, or email correspondence to automate the project management process. The software shall include the following features: project scheduling, project tracking, submittal

management, and other document management requirements (i.e. daily reports, RFI's, etc.). Access to the cloud-based construction project management software shall be provided to unlimited Government users within 10 days of NTP.

The Contractor shall be responsible for purchasing and maintaining cost estimating software with the most up-to-date version throughout the contract performance period.

5.4.2 Correspondence Identification
The Contractor shall use a contract number and TO number on all correspondence sent to the KO and COR. The Contractor shall provide one (1) electronically with one (1) paper copy of all Serial Letters and Bonds. All other correspondence to be electronic only.

6.0 ORDERING PROCEDURES

The Government will issue and furnish a RTOP to the Contractor. The Contractor shall then prepare a proposal for the accomplishment of the task within the time limit specified in the RTOP. The RTOP will identify an existing requirement based on designs provided by the Government and will include as built or sketches as applicable for the SOW to be accomplished.

6.1 Responsiveness
As specified in the RTOP, the Contractor shall respond to the needs of the Government. The Contractor shall perform a site visit with the COR and/or government Project Manager. The Contractor shall review the construction requirements and discuss problems, unclear items, access, etc. The COR and/or government Project Manager will draft a memorandum, listing all pertinent items discussed during the site visit, and the Contractor shall draft a response in memorandum form addressing the pertinent items listed and discussed at the site visit. 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 with the Contractor's proposal. Failure to visit the site and discuss the project requirements with the COR and/or government Project Manager, shall not constitute an acceptable excuse for omissions or errors in proposals. The Contractor shall review the drawings, sketches, and any changes in the SOW that resulted from the site visit. The Contractor shall then prepare a proposal for the TO.

7.0 PROPOSALS

The Contractor shall prepare a detailed cost estimate using the approved UPB. The UPB shall be utilized for all applicable pricing under this contract. The Contractor shall be responsible for purchasing and maintaining cost estimating software with the most up-to-date version throughout the contract performance period.

The Contractor shall not alter, append, delete, or otherwise modify the programming or UPB items, except for Government-issued changes. The Contractor shall provide a detailed breakdown of the proposal, to include all pricing documentation to demonstrate that it is fair and reasonable.

In the development of a price proposal, site visits will be considered as incidental to the work and included in the Contractor's coefficient.

The Contractor shall submit proposals electronically and include a printout of all proposed UPB items, quantities, extended prices, and total proposed costs. Significant components of work and all Non-Pre-Priced (NPP) items shall be identified in the price proposal.

The Contractor's proposal shall be supported by documentation and include, but not be limited to, product submittals, plans, special conditions, specifications, proposed completion period, name of the Project Manager (PM), and a copy of the initial RTOP form with notations on any agreed upon item changes. This will be incorporated in the final SOW to be issued with the TO and the TO proposal cost estimates which is comprised of the following three (3) sections:

a. Section 1, Division Summary: This section shall include the UPB Pre-Priced divisions, Trades, Assemblies, and NPP items. This section shall make up the Bare Total. No markups shall be applied at this level. The Contractor shall apply the City Cost Indexes (CCIs).

   The Contractor shall support all proposed NPP items with adequate price competition from two (2) or more offerors competing independently IAW FAR 15.403-1. Contractor pricing shall include line-item number, description, material, labor, and equipment breakdowns. The Contractor shall list the supplier names, e-mail addresses, and telephone numbers for each NPP item.

b. Section 2, Totaling Components: This section includes totaling components setup for all applicable markups, including Contractor coefficients. CCIs shall be applied.

c. Section 3, Line-Item Estimate: This section shall include all line items. The report shall include a sequential line item number, line item description, full UPB item number, unit of measure, quantity, bare unit cost, and total amount (quantity multiplied by bare unit cost). The report will print: Pre-Priced line items by division for all UPB Pre-Priced line items found in the UPB, with division breaks and division subtotals, and a listing of the Trades, Assemblies, and NPP items. CCIs shall be applied.

7.1 Contingency

The Government may, at its discretion, allow for contingencies in proposals for unforeseen site conditions, changes in requirements, etc. The contingency shall be included in the proposal as a NPP item.

7.2 Cost Estimating Requirements

The Government-approved UPB for this contract shall be the sole source of Pre-Priced costs. Work tasks required for the completion of specific project requirements that are not considered part of the complete-in-place construction of the UPB items or are not

otherwise contained in the UPB are called NPP and their use is defined herein. Any difference between actual prices and UPB pricing shall not constitute grounds for failure to perform nor shall be grounds for any equitable adjustments in the price for the TO.

7.2.1 What Is Included

Prices in the UPB include the following: direct labor through the foreman level at current, meaning at time of contract award (includes base, options or overall modifications), Construction Wage Rate Requirements (formerly known as Davis-Bacon Act) for the area, equipment costs for the region, tools and material costs including delivery, sales tax and all incidentals. Incidentals include, but are not limited to, nails, screws, welds, and connectors. All prices in the UPB are for complete-in-place construction unless explicitly described otherwise.

Since the UPB is constructed from averaging cost data from projects nationally, there is variance in incidental options or accessories provided by equipment Manufacturers and incorporated into the costs. Therefore, the Government reserves the right to require incidental options or accessories without additional cost, except where the required additions are spelled out as a modifier within the UPB.

7.3 Waste and Excess Quantities Included

All prices in the UPB are for the complete-in-place construction unless explicitly described otherwise. The unit prices include delivery of materials to the job site. Waste or excess material quantities are incidental costs which are included within the contract coefficient unless explicitly stated otherwise in the UPB. Quantities used on TO proposals shall be for in place quantities taken from field measurements or design plans, as appropriate, without allowance for waste or incidental extra materials. Incidental nails, screws, weldments, and connectors are included in the UPB line items. Unless a connector or fastener is specifically stated as not being included, it is included in the price. Example: Installation of a suspended ceiling grid system includes connectors, fasteners, and wire for the hanging system.

7.4 UPB Vendor Clarifications

Any time clarifications are required regarding content or scope of a UPB line item and the issue is not covered elsewhere in this contract, the KO will act as the sole liaison with the Vendor for obtaining the necessary clarifications.

7.5 UPB Application – Specific Considerations

7.5.1 Demolition

Ancillary components attached to an affected item or equipment that is scheduled for demolition shall not be priced out separately unless the ancillary component must be removed to complete the TO. Line item demolition includes all attached appurtenances and ancillary components attached to an affected item or equipment that is scheduled for demolition. If the item being demolished is attached to another item being removed and can be removed as one item, then that item shall not be priced as a separate demolition task, unless the component alone must be demolished. For example, demolition of a

wood door includes hinges, hardware, closures, kick plates, etc., and removing pipe includes all in-line fittings and valves. Unless explicitly required in the SOW.

Demolition prices in the UPB shall cover the cost of removal and disposal of the items. Demolition shall include the removal of the item, handling, disassembly, loading in a truck or dumpster, and disposal of demolished items, whether salvageable or non- salvageable, unless specified otherwise by the UPB task. Unit prices for demolition exclude costs for hauling.

7.5.2 Assembly Pricing
Assembly pricing shall take precedence over individual component unit pricing.

7.5.3 Line Item Cost Adjustments
The only adjustment of price for the construction line items is the Contractor coefficient. All prices in the UPB are for complete-in-place construction unless explicitly described otherwise. Incidental fasteners (nails, screws, weldments, adhesives or other connectors), incidental options, accessories, and small tools required for a normal installation are included in the line item cost unless the line item description specifically states otherwise. Line item prices include all work required unless the line item description specifically states otherwise. Equipment costs include normal operating expendables and servicing including routine parts. All line item prices are valid to perform the work described to a height up to fourteen (14) feet above finished floor or grade level without the allowance for scaffolding or lift equipment, unless the line item description specifically states otherwise. Testing, adjusting, balancing, and start-up of installed equipment (normal commissioning) and up to four (4) hours of familiarization training for operation and maintenance of that equipment, shall be included unless the line item description specifically states otherwise. Scaffolding, lifts, staging, etc. shall be allowed only on a TO basis (per job), not per subcontractor or discipline.

7.5.4 Price Adjustment Modifiers
UPB incorporated in this contract contains unit pricing data to be used by the Contractor in development of price proposals for each TO. The pricing data is presented as basic items and as price adjustment modifiers to the basic item. Price adjustment modifiers provide a method for adding to or deducting from the basic item prices for optional materials, and methods of installation. One (1) or more modifiers can be utilized to adjust the basic item price as listed by the appropriate suffix number of the basic line item.

7.5.5 Non-Standard Work (Non-Pre-Priced)
Non-Pre-Priced (NPP) work is categorized as Facilities Construction Activity that is not specifically included in the UPB, but is within the basic intent and general scope of the contract. Items of work not covered by this contract's Pre-Priced items, but within the scope and general intent, may be discussed by the KO and added to a TO at any time during the contract term. NPP items shall only be allowed if the Government deems an appropriate line item is not provided by the Pre-Priced UPB. To permit recurrent use, a NPP item shall be incorporated by contact modification into the UPB and may be done at any time during the contract period. Refer to JOC Guide for how to add NPP items.

NPP work to be included in a TO shall be proposed by the Contractor in a format acceptable to the Government. NPP line items added to a TO shall be complete, including materials and labor and shall be for specific tasks, and not for general labor hours for example. NPP work or items shall be discussed with the Pre-Priced items in the proposal. Discussions will be held between the Government and the Contractor to clarify any identified discrepancies until the methods and requirements to perform the TO is agreed.

7.5.6 Include Recurring NPP items to the UPB

The Contractor and the Government shall discuss material, labor, and equipment costs based on the unit of measure for an item. The Contractor shall justify costs with cost and pricing data (Vendor quotes, labor standards, etc.). This will be referred to as the bare cost of the NPP. Once the bare cost of the NPP item has been decided, the item can be added to a TO by adding the Contractor's overhead costs for NPP items from the bid schedule or it may be modified into the UPB for use on all TOs. To be modified into the UPB, the bare cost must be economically adjusted to the date of the development of the UPB and then must be adjusted to be consistent with the Contractor's coefficient.

The project shall not be executed under this contract if the value of the NPP work exceeds 10% of the Pre-Priced cost of the TO unless it's determined by the KO to be a good business decision in the best interest of the Government IAW AFARS 5117.9004-3(c)(1). TO cost shall not be considered incidental. Only NPP work that is incidental to Pre-Priced work shall be considered to be within the scope of this contract. Incidental NPP will be discussed and established on a work item-by-work item basis. The Pre-Priced coefficient is not applied to NPP items. The NPP overhead and profit rate will be applied to the agreed to bare costs of NPP items after the bare costs of these items have been established.

7.5.7 NPP Contractor Material and Equipment Costs

The Contractor shall receive the cost of the material plus the applicable coefficient as a handling fee. Material costs may include freight but shall not include any other overhead or associated costs. Equipment costs may only be included if the equipment is used solely as a result of inclusion of the NPP item.

7.6 Coefficients

Coefficients are developed and proposed by the Contractor, to be applied against the published UPB cost line items for the purpose of providing consideration to the Contractor. The Contractor shall factor in potential risks of inflation into the proposed coefficients.

Offerors shall provide indirect costs, NPP overhead and profit rate.

The Contractor's price coefficient shall include all products within the UPB, including the following:

- Contractor's overhead

- General and administrative and other overhead costs
- Protective clothing
- Subcontractors' overhead
- Insurance
- Employee payroll taxes, insurance, and fringe benefits
- Business taxes, contributions, memberships, corporate
- Headquarters support (legal, financial, etc.)
- Waste and excess material
- Gross receipt and sales tax on material and equipment costs
- Close out for the total contract and each TO
- Traffic and work site signs and barriers
- Protection of and moving of Government Property
- QC
- Office Management and equipment
- Depreciation of mobile office(s)
- Interest associated with funding of equipment and payroll
- Submittal preparation
- As built drawings
- Permits, licenses, and fees

7.7 Project Schedules

The Contractor shall prepare and submit a Project Schedule to the Government for approval, as part of each pay request at no additional cost. The schedule shall include all work activities, milestones, and clearly show the critical path of the job. Work activities include:

- Submittal approval
- As-built drawings
- Final clean up and inspection
- Correction of punch list items
- Final payroll submittal
- 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.

Revisions of the schedule shall be 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 KO for further direction if a Government Representative requests a change to the SOW.

Construction project schedules shall be submitted electronically. The Contractor shall provide an approved electronic version, readable without providing a copy of the software, to the Government.

7.8 Time Extensions

Time extensions for TO changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. Time shall not be extended to correct insufficient progress prior to the modification. (FAR 52.211-13, Time Extensions)

7.9 Weather Related Time Extensions

A Contractor that is delayed by unusually severe weather is entitled to an uncompensated time extension. The key to time extensions for unusually severe weather is not the cause per se, i.e., the weather, but the effect of the unforeseen weather on the work being performed.

To determine whether a Contractor is entitled to a time extension for unusually severe weather certain facts must be established by the Contractor and criteria met:

1. Identification of the work controlling the overall completion of the contract
2. The controlling work was delayed by the weather
3. The weather was unforeseeable, i.e., unusually severe

Unusually severe is defined as weather that is abnormal compared to the past weather at the same location for the same time of year. Since the weather causing the delay must be abnormal for the same time of year and location, the fact that a Contractor encounters even extremely harsh weather, which in fact prevents them from working, is alone insufficient for finding an excusable delay if such weather is normal for the contract site. Adverse weather which at the time of year in which it occurred is unusual for the place in which it occurred. No matter how severe or destructive, if the weather is not unusual for the particular time and place, or if a Contractor should have reasonable anticipated it, the Contractor is not entitled to relief. A mere showing that there was rain, high wind velocity, or other unsettled weather conditions which interfered and prevented performance of work is not sufficient to bring those weather conditions within the meaning of the terms "unusually severe" weather.

7.9.1 Anticipated Weather Delays

Anticipated weather delays are typically based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and shall constitute the base line for monthly weather evaluations as specified in the TO. The Contractor’s progress schedule shall reflect these anticipated adverse weather delays for weather-dependent activities.

The following schedule of monthly-anticipated adverse weather delays are based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor’s progress schedule must reflect these anticipated adverse weather delays

in weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	4	5	4	5	6	7	6	4	3	4	5

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

8.0 TASK ORDER DOCUMENTS

The Contractor's proposal will be reviewed by the Government for accuracy and completeness. The Government will discuss all items with the Contractor. A TO will then be issued by the KO using DD Form 1155, *Order for Supplies or Services.*

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 shall not be obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal. The Government reserves the right to cancel a proposed TO before or after receipt of the Contractor's proposal.

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.

8.1 Task Order 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 KO's review. All forms submitted 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 KO access to the Contractor maintained files during the term of the contract.

8.2 Notice of Completion of Task Order
The Contractor shall notify the KO and COR 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.

8.3 Real Property Documents Required Before TO Close-Out
The Contractor shall correctly submit within ten (10) calendar days after final acceptance. The Contractor shall contact the COR for any project-specific information necessary to complete the DD Form 1354, *Transfer and Acceptance of DoD Real Property* at no cost to the Government. Final payment shall be withheld for untimely submissions.

8.3.1 Interim DD Form 1354, Transfer and Acceptance of DoD Real Property
At a minimum of fourteen (14) calendar days prior to final acceptance of the work or as specified on each TO, the Contractor shall complete and submit an accounting of all installed property. Refer to Unified Facilities Criteria (UFC) 1-300-08, *Criteria for Transfer and Acceptance of DoD Real Property*, for instruction on completing the DD Form 1354.

8.3.2 Final DD Form 1354, Transfer and Acceptance of DoD Real Property
The Contractor shall submit the final DD Form 1354 in conjunction with the final payment request. There is only one (1) final project DD Form 1354, even if multiple interim DD Forms 1354 are used.

8.3.3 BUILDER Sustainment Management System (SMS)
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.).

Contractor shall provide a list, including salient data, on all newly installed components/systems (e.g. description of component/system, Manufacturer, Model Number, Serial Number, Voltage, CFM, RPM, etc.).

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

9.0 PERSONNEL

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. The Contractor's staff shall be able to understand, speak, read, and write the English language fluently. Contractor will not be permitted to conduct work activities if Key Personnel are not approved by the KO/COR.

9.1 Key Personnel
Key personnel include the Program Manager (PM), Superintendent, Site Safety Health Officer (SSHO) and Quality Control Manager (QCM). The Contractor shall provide key personnel resumes to the KO for review and acceptance. The Contractor shall designate these individuals in writing and provide cell phone numbers to the KO prior to performance. 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. Any changes to the working status of key personnel shall be transmitted in writing to the COR for approval within fourteen (14) calendar days of the proposed change. Key personnel shall not be added or removed without express acknowledgement of the COR and any replacement personnel shall be at least equal in skills, education, and experience to the predecessor.

9.1.1 Program Manager (PM)

The Contractor shall provide a PM with a minimum of five (5) years of experience supervising Commercial or Federal construction projects similar to those required by this contract (i.e. more than ten (10) projects working simultaneously). Additionally, the PM must demonstrate past experience in managing Federal contracts similar in scope to this JOC. An alternate PM shall be designated when work is being performed at hours other than as listed above or during absences such as illness, vacation, etc. The alternate PM shall meet same experience and requirements as the PM. The PM or their alternate shall be readily available (physically, telephonically, or online) except on Federal Government holidays, during the hours from 0800 – 1630, Monday through Friday. They shall have full authority to act for the Contractor on all contracting, construction, scheduling, resourcing, and/or personnel matters and issues brought to attention by the Government and provide answers or decisions within the limits of the Contract and Job Order specifications.

9.1.2 Superintendent

The Contractor shall provide a qualified on-site Superintendent and shall be designated in writing (listing name, address, and 24 hour telephone number) to the COR. The Superintendent shall have a minimum of five (5) years of experience supervising and managing Commercial or Federal construction projects similar in scope to those that will be required by this contract (i.e. – more than 5 projects simultaneously). The Superintendent shall be responsible for the overall performance, management, and coordination of the TO and shall be the central point of contact with the DPW for the performance of all work under each TO. Another individual may be designated to act for the Superintendent; however, advanced notice in writing of such change shall be provided to the COR within ten (10) workdays of the proposed change. The Superintendent or Alternate Superintendent shall be physically present at the on-site location while work is being performed, except on Federal Holidays.

The Government has the right to direct the Contractor to replace any individual functioning as Superintendent if the individual fails to perform IAW the requirements of contract. Any replacement Superintendent shall meet the criteria stated in the Contractor's proposal that was evaluated for award of the contract.

The Superintendent shall maintain a file at the job site and available to the KO 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.

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

9.1.4 Quality Control Manager (QCM)
The Contractor shall provide a QCM to implement and enforce the Contractor Quality Control (CQC) Plan. The QCM is required at the TO level. The QCM shall have a minimum of five (5) years of experience in managing and inspecting construction projects. The QCM is responsible for the overall quality of work performed and shall certify that all submittals are in compliance with the requirements. The QCM shall be readily available (physically, telephonically, or online) except on Federal Government holidays, during the hours from 0800 – 1630 hours, Monday through Friday. The QCM shall have authority to act for the Contractor in all quality control matters. The QCM is required to have USACE Construction Quality Management for Contractors (CQM-C) certification.

9.1.5 On-Site Staff
The Contractor shall provide to the KO 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 thirty (30) 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.

9.1.6 Training, Physical Requirements, or Other Expertise Required
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 within thirty (30) calendar days prior to employees commencing performance or as directed by the COR.

10.0 PRE-CONSTRUCTION ORIENTATION

After each TO award, the KO 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 (FAR 22.4, Labor Standards for Contracts Involving Construction), subcontracting plan requirements (FAR 19.7, The Small Business Subcontracting Program), and other matters of significant interest such as individuals with decision authorities concerning: contractual, administrative, security, fire, safety, environmental protection, and construction responsibilities. (FAR 36.212, Preconstruction Orientation).

11.0 REQUIRED CONTRACTOR PLANS

The Contractor shall submit plans, at the master contract level, to the KO for review and approval within the time specified in the contract. These plans shall clearly demonstrate an understanding of all tasks and describe a sound approach to satisfy 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 or as directed by the KO or COR. The Contractor shall provide the KO with an electronic copy of the updated plan within fourteen (14) calendar days prior to change of conditions. Changes shall not be implemented prior to approval of the KO.

11.1 Accident Prevention Plan

The Contractor shall furnish to the COR a complete accident prevention plan IAW FAR 52.236-13, 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 submitted to the COR 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 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 Plan*s. 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.

11.2 Asbestos and Lead Management Plan

If asbestos or lead-containing materials are to be disturbed, the Contractor shall submit a Draft Asbestos and Lead Management Plan for review and approval by the DPW NLT fourteen (14) calendar days after the effective date of the TO. 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.

11.3 Contractor Quality Control (CQC) Plan

The Contractor shall submit, in writing, to the KO and COR a draft copy of the QC plan within thirty (30) calendar days of contract award. The QC plan shall include a separate section to address the Contractor's proposed method of managing quality of the TO. 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. The Contractor shall submit any proposed changes in the CQC plan to the KO for written approval fourteen (14) calendar days prior to implementation.

The CQC plan with which the Contractor proposes to implement the requirements of FAR Clause 52.246-12, Inspection of Construction, shall identify personnel, procedures, instructions, records, and forms to be used.

The CQC plan shall include, at a minimum, the following information:

a. The Contractor's organizational structure

b. 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.

c. 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.

d. Address a QC Inspection Program covering all general and specific jobs included in the contract. It shall specify the manner in which inspections are to be conducted.

e. 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.

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

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

h. 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.

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

j. Proposed test methods, to include the following:

   (1) Control testing procedures for each specific test performed will be submitted and approved prior to start of construction on that TO.
   (2) Method of identifying deficiencies in the quality of work to be performed, before the level of performance becomes unacceptable.
   (3) Method of documenting and enforcing QC operations of both prime and any subcontractor work, including inspection and testing.

k. 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.

l. 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.

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

11.4 Management Plan

A current copy of the Management Plan shall be provided to the KO and COR on the contract start date and thereafter as changes occur, at a minimum annually. At a minimum, the plan shall include management of all resources such as equipment and staffing plan.

11.5 Site Safety and Health Plan (SSHP)

The Contractor shall prepare, maintain, and implement a generic SSHP prepared IAW the following information. The SSHP shall be submitted to the KO and the Safety Office for review and approval within thirty (30) calendar days after TO award. Revisions shall be 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 posed safety hazards.

The SSHP shall be in a form usable by authorized U.S. Government Representatives and other authorized on-site visitors during site operations. 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).

The program shall consist of plans, procedures, and an organization to ensure compliance with codes, standards, and safety practices. 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. The SSHP shall address those 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 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 also covers asbestos, fiberglass, and lead paint.

The operational, health and safety responsibilities of each key person shall be discussed. The organizational structure with lines of authority for health and safety and over-all 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.

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 KO.

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 the hazard assessment or risk analysis.

As applicable to a TO, the Contractor shall submit to the KO and COR 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 and COR.

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

11.7 Traffic Control Plan
The Contractor shall prepare and submit to the KO and COR 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 KO before work can begin.

12.0 CONTRACTOR QUALITY CONTROL SYSTEM

The Contractor shall provide and maintain an effective QC Program or Contractor Inspection System, as required by the clause at FAR 52.246.12, *Inspection of Construction*, which will assure that all supplies and services required under the contract conform to contract requirements whether constructed or processed by the Contractor, or procured from subcontractors or Vendors. The QCM system consists of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations, which comply with, contract requirements. The Contractors shall perform or have performed the inspections or tests required to substantiate that all supplies and services conform to drawings, specifications, and contract requirements, unless the required inspection or test is specifically designated to be performed by the Government.

12.1 Quality Control (QC)

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. 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:

a. 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.

b. 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 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.

c. 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.

12.2 Coordination Meeting

Prior to the issuance of the first TO, the Contractor shall meet with the KO or COR 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 KO. The minutes shall become a part of the contract file. Subsequent conferences may be required to re-confirm mutual understandings.

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

12.4 Performance Evaluation Meetings
The PM and QCM, shall meet with the KO and COR weekly for the term of this contract.

12.5 Notification of Noncompliance
Government Representatives may verbally notify the Contractor, at the job site, of any noncompliance with contract requirements. 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 KO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. 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.

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.

12.6 QCM’s Completion Inspection
At the completion of all work or any increment there of established by a completion time stated elsewhere in the specifications, 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). After all known deficiencies have been corrected, the COR shall be contacted to set up a final inspection. Such a list shall be included in the QCM documentation, and shall include the estimated date by which the deficiencies will be corrected. 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 and COR. 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. The completion inspection and any subsequent second inspection shall be performed before the project is turned over to the COR as being complete. 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.

12.7 Pre-Final Inspection
The Contractor, COR, 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. The QCM shall request the pre-final inspection in writing to the KO and COR a minimum of seven (7) calendar days before project completion date. (Note: The Government reserves the right to disapprove the request for a pre-final based on known project deficiencies.) The KO or COR 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 the final record drawings to the KO or the COR for review and approval. Prior to a request for pre-final inspection, the QCM shall conduct their own inspection and ensure all deficiencies are corrected. 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 or COR may deem pre-final inspection as the final inspection.

If a final inspection is necessary and all identified deficiencies have been rectified, the Contractor shall request final inspection in writing to the KO or the COR. The final inspection will be performed with the Contractor, subcontractors, DPW, Contracting Activity and the Customer. Any discrepancies noted will be corrected within the time specified by the KO and prior to final completion date. Pre-final and final inspections and any correction of deficiencies shall be accomplished within the TO's period of performance. If deficiencies still exist at the time of the final inspection, additional joint inspections will be required prior to acceptance of work.

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 submitted, all product warranties are submitted, and all Government property is accounted for or restitution has been made.

12.8 Final Acceptance

Work performed shall be accepted only after the COR determines full compliance with the contract specifications, applicable clauses, and the SOW. The KO shall make final acceptance of work performed hereunder. The reports contemplated by the clause herein entitled *Schedules for Construction Contracts* shall be accomplished on and IAW instructions pertaining to the forms, contract progress schedule, and contract progress report. Final acceptance will not be made prior to the COR receiving all submissions required. Failure to submit required items could result in withholding of payment of funds on the TO.

Final acceptance shall include, but not be limited to, the completion of the following: all work on SOW and plans, all permits (acquired, complied with and closed out), all punch list items, as-built, and final record drawings, DD Form 1354, *Transfer and Acceptance of DoD Real Property,* all restoration, removing all trash, construction products, and utility flagging.

12.9 Testing Procedures

The Contractor shall perform tests specified or required to verify control measures are adequate to provide a product which conforms to contract requirements. The Contractor shall procure the services of an industry recognized testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall provide the written qualifications and licenses of proposed laboratory facilities to the KO or COR for review and acceptance prior to use. 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). The Contractor shall notify the Government officials a minimum of 24 hours in advance of the scheduled times for inspections or tests required.

12.9.1 Testing Laboratory

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

12.9.2 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 KO a minimum of 21 calendar days 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.

12.10 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 KO or COR.

13.0 FACILITIES

In anticipation of starting work on a project, the Contractor shall coordinate access to the affected Facility with the COR 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. The Contractor shall report to the KO and COR, if access could not 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.

All temporary outages of any utility services required for the performance of work shall be scheduled with the KO or COR no less than seven (7) calendar days in advance of such outages. The Contractor shall request a waiver from this requirement from the KO or COR 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 emergency and alleviate risk. The Contractor shall notify the KO and COR NLT one (1) hour following the utility disruption.

The Contractor shall inform the COR, a minimum of seven (7) calendar days prior, of any outages, special problems, or circumstances that will impact normal operation. The Fire Department will reset alarm systems to operational status.

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

13.1 Closure Inspections

The Contractor shall notify the KO and COR 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 having been given the opportunity to inspect. For soil compaction tests, a minimum of 24 hours notification shall be required.

13.2 Secure Areas

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) work day advance notice to the COR 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.

13.3 Conditions of Occupancy

The buildings being worked in on any executed TOs under this contract may be occupied throughout the course of the work. Adequate protection of persons and property shall be provided at all times. 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 KO 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.

13.4 Elevators

Elevators in a Facility does not guarantee availability to the Contractor during the construction period. Any temporary use of an elevator shall be arranged and approved with the KO. Such use will be of an intermittent nature. 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. Loads in excess of the rated capacity of the elevator 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.

13.5 Equipment on the Site

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 maintained in a safe operating condition and a fire safe condition at all times. The Contractor shall store equipment that is removed in performance of work as directed by the COR or reuse in work as required by drawings and specifications. The Contractor shall secure vehicles and mobile equipment. Vehicles not in use shall have the keys removed or by other physical means. Sensitive equipment and personal computers shall be moved by the Government as arranged by the COR.

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 for placement by the Contractor at no additional cost. Note: 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. Office furniture include, but are not limited to, desks, chairs, credenzas, and filing cabinets. Portable office furniture include, but are not limited to, computers, wastebaskets, and coat racks.

13.6 Office Trailer

The Contractor may provide an office trailer for the on-site staff as specified in the TO. The Contractor is responsible for extending existing water, sewage, and electrical utilities to the on-site office trailer, including furnishing and installing meters for water, natural gas, and electricity. The Government will bill for these services based on prevailing commercial rates.

13.7 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 or COR. The Contractor shall correct any violations cited.

The Contractor shall ensure the building(s) are weatherproofed and secured at all times. During the performance of this contract from the 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.

13.8 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.

13.9 Excavation and Utility Permits
The Contractor shall not begin excavation for construction or repairs 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. The Contractor shall request excavation permits a minimum of seven (7) calendar days in advance. 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 upon receipt.

The DPW will locate and mark locations of all Government-owned utilities such as water, sewer, electrical, and gas. 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.

13.10 Vehicular Access to Construction Sites
The Contractor shall, under regulations prescribed by the DPW, use only established roadways to transport personnel and material. The Contractor shall adhere to the above, and shall not develop new ingress or egress roads without specific written instructions from the KO or COR. The Contractor personnel shall use designated parking areas only and vehicles shall not be parked on grassy areas.

If the Contractor fails or refuses to comply with the above, the KO 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.

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.

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.

13.11 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 DPW within thirty (30) minutes. The Contractor shall not move, pick up, or disturb the UXO.

13.12 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 in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the COR. The Contractor shall provide the COR with all information as to the specific location and nature of the findings. By reason of discovery, the KO 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.

13.13 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 United Facilities Guide Specifications (UFGS). The Contractor shall comply with all applicable Federal Historical Structure and Archeological Laws. Location maps can be found at the local DPW.

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 KO and COR within 24 hours.

The Contractor shall repair or replace parts with products similar in appearance to the original. Repairs, renovation, or replacement to historic buildings shall be approved by the KO. 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.

13.14 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. 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. At some facilities, Contractors will need to be registered and will be required to wear badges while at the site. 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.

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.

13.15 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 work day 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.

13.16 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. Exact sign placement location will be designated by the COR. 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.

14.0 SAFETY

The Contractor shall safeguard and maintain all Government Furnished (GFP), 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).

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. 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 KO or COR 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.

All Contractor personnel shall receive a safety and fire prevention briefing prior to reporting to work. The Contractor shall notify the KO and COR of the time and location of this briefing at the Post Award Meeting.

14.1 Pre-Construction Safety Meeting

Representatives of the Contractor shall meet with the KO and COR prior to the start of repair, alteration or construction activities for the purposes 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. 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 KO or the COR. The conduct of this meeting is not contingent upon a general pre-construction 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. This meeting may be held in conjunction with the pre-construction conference, if so directed by the KO or COR.

14.2 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.

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 to the COR for approval prior to beginning work on a TO for which signs, barriers and barricades are required to define the working area.

The Contractor shall notify the KO and COR of any material encountered during execution of the work that is suspected of being hazardous. A determination will be made by the KO as to whether the Contractor shall perform tests to determine if the material is hazardous. If the KO 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.

14.3 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 product containing the non-hazardous components if a product containing hazardous components can be substituted for a product with non-hazardous components. The Contractor shall have the appropriate safety data sheets (SDS) on-site at all times.

14.4 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 submit to the KO and COR 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 the Garrison without prior approval of the KO.

14.5 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.

14.6 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.

14.7 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.

14.8 Required Seatbelt Use
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.

14.9 Trucking
The Contractor shall load all trucks leaving the site with loose debris in a manner to prevent dropping of materials on streets. Vehicles transporting materials for work performance under this contract and traveling anywhere on the Garrison 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.

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.

14.10 Construction Hazard Communication
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. 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 COR 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.

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.

Asbestos Signs: 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. 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

For safety and health reasons the KO reserves the right to issue a suspension of work notice IAW FAR 52.242-14, *Suspension of Work*.

14.11 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.

14.12 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.

14.13 Hazardous Materials

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. 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. 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.

a. 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. 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.

b. Asbestos and Lead-Based Paint (LBP): 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.

1) 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. 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.

2) 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 be handled within specific guidelines.

3) 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.

4) 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.

5) Maintenance, 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.

6) 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 COR 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 COR prior to initiating any further actions in the area of discovery under the affected order.

c. 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.

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 submit permits from the State to the COR within seven (7) calendar days after approval of the abatement plan. National Emissions Standards for Hazardous Air Pollutants (NESHAP) notification will be done through the COR twenty (20) calendar days prior to beginning of the work. For permits and notifications, the Contractor shall obtain and submit necessary permits in conjunction with asbestos and lead-based paint removal, hauling, and disposition.

2) 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 COR.

d. 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 KO upon request.

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

The Government will identify the existence of PCB-containing dielectrics in areas that work is to be performed under individual TOs prior to the issuance of the order. It is not permissible to dilute contaminated dielectrics in an attempt to lower the level of contamination. PCB-contaminated dielectrics shall be marked as PCB and transported to and incinerated by an approved EPA Waste Disposal Facility. 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. The Contractor shall report any findings of PCB-contaminated dielectrics to the COR prior to initiating work or during the performance of work under a TO. The Contractor shall furnish to the KO and COR certification of proper disposal.

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

b. 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. 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. The Contractor shall report all spills or leakages of PCB contaminated fluids to the KO and COR within thirty (30) minutes.

15.0 ENVIRONMENTAL REQUIREMENTS

15.1 Environmental Protection Considerations

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

15.2 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).

The Contractor shall use these recycled or recovered products unless they cannot be procured within a reasonable period of time not to exceed seven (7) calendar days; at prices not to exceed 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 shall use materials and products commonly used in Industry. The Contractor shall maintain records and submit an annual report to the COR/ACOR, along with the annual certification required by FAR 52.223-9 (Estimate of Percentage of Recovered Material Content for EPA Designated Items), upon completion of the base year and each option year.

15.3 Environmental Compliance

The Contractor shall comply with all Federal, State, Local, and Installation Environmental Laws, rules, plans, and policies. The Contractor shall use and store all materials, chemicals, and equipment used in the performance of services on the Installation IAW with Industry Standards, Local, State and Federal Laws. 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 submit Safety Data Sheets (SDS) for approval on all materials, to the COR/ACOR. 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). The Contractor shall provide data to meet reporting deadlines and during compliance inspections upon request from the COR/ACOR.

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 COR and DPW.

15.4 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 required for all TOs that require excavation or disturbance of soil or vegetation. 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. The information contained within the REC shall be supplied by the Government prior to commencement of the work. 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.

The Contractor shall use, store, and dispose all materials, chemicals, and equipment used in the performance of services on the Garrison IAW Federal, State, and local laws, regulations, and Manufacture’s recommendations. 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 submit SDS for approval on all materials, seven (7) days before delivery of the material, to the COR. The Contractor shall make all environmental and hazardous material records available upon request.

15.5 Citations

Citations of Government-owned, Contractor-operated Government Facilities for noncompliance with environmental standards are a matter for resolution between the KO and the issuing office of EPA or State regulatory authorities. Payment of fines or penalty charges associated with citations issued by Federal, State, or local officials will be paid by the Government. If the citations are issued due to faulty operation or maintenance practices, the KO shall deduct the fine from any monies due the Contractor.

15.6 Permits

The Contractor shall perform all tasks necessary to prepare environmental permit applications and submit them to the COR for review. The development of the information required for these permits may be required as part of individual TOs. IAW contract clause FAR 52.236-7, *Permits and Responsibilities*, when permit requirements change during

contract performance, resulting in additional costs to obtain those permits, the Contractor shall bear the burden of the extra costs.

The National Pollutant Discharge Elimination System (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 COR prior to submitting the Notice of Intent (NOI) to EPA for the construction project.

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.

Notification: The KO will notify the Contractor in writing of any observed noncompliance with any Federal, State, or local laws, regulations, or permits. The Contractor shall, after receipt of such notice, inform the KO of proposed corrective action and take such action after approval. If the Contractor fails to comply promptly, the KO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

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

15.7 Sampling
The Contractor shall take any and all samples required at each site. Samples shall be collected using EPA approved sampling methods. 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. The Government will take intermittent split samples for QA at its discretion. The Contractor shall inform the KO and the COR seven (7) calendar days prior to taking any samples. 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 COR.

15.8 Land Resources
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. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs as authorized by the KO

and IAW the Storm Water Pollution Prevention Plan (SWPPP), as applicable. Stone, earth, or other material displaced into un-cleared areas shall be removed.

a. 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.

b. Landscape: Trees, shrubs, vines, grasses, land forms, 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.

c. 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 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 COR.

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

(1) 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.

(2) 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.

(3) 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 topsoil sediment shall be reused for

fill 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.

(4) 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 KO. Temporary movement or relocation of Contractor facilities shall be made only after obtaining KO approval. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby waters. 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. Temporary excavation and embankments for work areas shall be controlled to protect adjacent areas from despoilment.

15.9 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.

a. 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.

b. Wetlands. No activity is authorized within wetlands that are not specifically addressed in the TO. No type of fill 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.

(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.

(2) All clearing in wetlands not permitted for fill shall be accomplished using hand tools and all material cut 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.

(3) All inadvertent unauthorized impacts to wetlands shall be immediately halted and reported to the KO. The KO will contact the COR for guidance in further reporting and correcting the incident.

15.10 Biological Resources (Fish and Wildlife)

a. The Contractor shall minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations.

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

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

d. 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.

15.11 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.

a. Particulates. 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. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, 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. 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 keep the disturbed area damp at all times. 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.

b. Hydrocarbons and Carbon Monoxide. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to the Federal and State allowable limits at all times.

c. Odors. Odors shall be controlled at all times for all construction activities, processing, and preparation of materials.

15.12 Cultural Resources

Cultural resources include, but are not limited to, historic buildings and structures, and historic and prehistoric archeological sites. 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. The Contractor shall immediately provide telephone notification of the inadvertent discovery, with written confirmation, to the COR, DPW, and KO. 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.

15.13 Waste Disposal

Contractor shall dispose of any wastes 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.

The Contractor shall transport hazardous waste to the Defense Reutilization Marketing Office (DRMO) or other location as designated by the KO or COR. Notification to, and approval by the KO or the COR 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.

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

b. Chemical Wastes. Chemicals shall be dispensed ensuring no spillage to ground or water. 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. The Contractor shall dispose waste IAW Federal, State, and local laws and regulations.

c. Materials and Wastes. 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. Copies of all applicable documentation shall be provided to the KO and COR for approval fourteen (14) calendar days prior to shipment.

d. 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.

e. 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.

f. 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. 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. 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. 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 lading, prior to shipment of waste off the Garrison. Questions and coordination regarding the disposal of HW or UW shall be forwarded to the COR.

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

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. Spills of hazardous or toxic materials shall be immediately reported to the KO. Spills shall be reported immediately to the KO, COR, local Fire Department. 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. 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. The Contractor shall provide verification, as required, to the KO that Contractor employees are properly trained in spill response and cleanup IAW Federal, State, and local laws and regulations.

The Contractor shall provide the COR 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.

Fluorescent Tubes and Ballasts. 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 COR.

15.14 Transportation Hazardous Wastes

The Contractor shall provide all material, equipment, and trained personnel for the proper performance of this function. 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) 181 regulations. The Contractor shall provide the proper type of vehicles for the safe transportation of hazardous waste with all required placards and documentation. The Contractor shall coordinate with the COR to obtain the signature of the DPW on all manifests used for transporting hazardous waste.

The Contractor shall provide pick-up and transportation of all hazardous waste generated in the performance of the work under the TO. Accumulation points and collection sites of materials and waste, both hazardous and non-hazardous, shall be as directed by the COR. Pick-up containers shall include small and large containers, drums, over packs, boxes, and bulk petroleum products in waste storage tanks. The Contractor shall use vacuum trucks for petroleum products as appropriate.

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. The Contractor shall provide the proper loading and unloading equipment to safely load all materials on their vehicles without assistance from the Government. The Contractor shall provide this service to any point within the boundaries designated in the TO. The Contractor shall transport waste to a location as identified and directed by the COR. All pick-up, transport, and off-loading shall be performed by the Contractor in compliance with DOT HM-181. The Contractor shall process hazardous waste transportation as directed by the COR. The Contractor shall be held solely responsible for all spills and accidents caused by improper driving, loading, handling or transporting of waste.

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. A written Land Disposal Restriction Notice shall accompany each hazardous waste manifest, as required. 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. The Contractor shall also document all waste disposals by delivering to the COR 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. 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. Copies of this documentation shall be provided to the KO prior to requesting final payment on the affected order(s). Within seven (7) calendar days of completion of a TO, the Contractor shall provide a summary including weights of the construction and demolition debris generated during the project to the COR.

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.

15.15 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.

15.16 Wastewater Discharges

All wastewater to be discharged or disposed of will be the responsibility of the Contractor. Disposal method shall be IAW Federal, State, and local laws and regulations.

15.17 Contamination Discovery

In the event contamination is discovered during performance under this contract, the Contractor shall notify the KO, COR, and the appropriate Federal, State, and local authorities within 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 KO.

15.18 Construction Cleanup

The Contractor shall clean up all areas used for construction. The Contractor shall clean up all debris and discarded materials resulting from their operations on each active TO at the end of each workday. Materials shall be disposed of off-post IAW 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.

15.19 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.

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

15.20 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.

15.21 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.

15.22 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. Termiticides used under this specification shall be registered by the EPA for the proposed use and shall be approved by the KO and COR prior to application. All termiticide applications shall be processed, handled, and applied IAW the Manufacturer's label. Personnel selecting, mixing or applying termiticides shall be certified by the State in the Commercial Applicator Permit Category Wood Destroying Organisms (WDO) Certified Operator. Prior to any application, the Contractor shall notify the COR 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.

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

15.24 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) 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. 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. 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. 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.

15.25 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.

15.26 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 submitted to the KO and COR.

15.27 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 IAW FAR 23.103.

a. The Contractor shall meet the recycled content requirements set forth by the EPA and FAR 23.405. Please reference the EPA Construction Products at: https://www.biopreferred.gov/BioPreferred/faces/catalog/Catalog.xhtml#

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

c. 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.

d. If hard copy of deliverables is necessary, the Contractor shall provide these deliverables printed double sided on paper that contains post-consumer fiber (recycled content) IAW FAR Clause 52.204-4.

15.28 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 not to exceed 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.

15.29 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 KO upon request.

16.0 CLEAN-UP AND WASTE MANAGEMENT

16.1 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 COR. No materials or debris shall be burned on the Garrison. Open burning of scrap or unsalvageable material is forbidden.

Disposal:

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

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

c. Weights are to be reported in pounds or tons.

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

16.2 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 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.

Salvage, recycle, and re-use is any material recovered from construction, renovation, and demolition projects that is 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.

a. Clean and uncontaminated spoils may include and are limited to, concrete, asphalt (not to exceed 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.

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

c. 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 for a given month to the DPW, Environmental Division before the close of the first week of the following month.

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. If applicable, wetlands will be identified by the DPW. The Contractor shall not place or store material in any area designated as a wetland. Existing salvageable materials will remain the property of the Government and will be determined on individual TOs or as directed by the COR. The Contractor shall complete a Manifest of Material form, delivered to the COR, for each load of waste.

The Contractor shall conduct a joint inventory prior to commencing any work on a TO with the COR and agree on the estimated quantities of salvageable materials. This joint inventory shall not limit or preclude the KO from designating additional items during the life of that TO. The Contractor shall be accountable for this property.

The Contractor shall coordinate salvageable material turn-in through the COR. 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 COR.

The Contractor shall transport all salvageable material to a site as directed by the COR. The Contractor shall coordinate with the COR a minimum of fourteen (14) calendar days prior to the estimated date of turn-in. The Contractor shall palletize, box or otherwise prepare for shipment the salvage material to be turned in. The Contractor shall be responsible for the full dollar value and safe keeping of the salvageable material until it is turned in to the Government.

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

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

16.4 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. Shipping documents such as manifests, bills of lading, land ban forms, and waste profiles for transportation of hazardous materials off-site shall be submitted by the Contractor for approval to the DPW a minimum of fourteen (14) calendar days prior to shipment of the material. Shipping documents shall be completed IAW Federal, State, and local laws and regulations.

16.5 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:

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

b. 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.

17.0 SPECIFICATIONS

17.1 JOC Technical Specifications
The intent of these specifications is to furnish technical specifications for the repair and construction of Government facilities. Specifications for tasks shall be interpreted as follows: all labor, material, equipment, services, and work required by a specification shall be considered part of the unit price unless the task description or technical specifications state otherwise. In the absence of specific guidance in the JOC Technical Specifications, industry standards shall be utilized.

17.2 Documents
The following shall be utilized in the execution of the work under this contract:

a. JOC Division 01 General Requirements

b. JOC Technical Specifications

c. Building Codes

d. UPB

e. JOC Standard Operating Procedures

f. JOC Guide

18.0 SUBMITTALS

The Contractor shall deliver all project submittals to the KO and COR within fourteen (14) calendar days of receipt of the TO.

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

18.1 Material Approval 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 KO for approval the following:

a. Certificates of compliance

b. Samples

c. Descriptive data

d. Test reports

e. Shop drawings

18.2 Environmental Compliance

The records listed below may also be required, if applicable, as part of other submittals. The Contractor shall submit a compact disc (CD) containing separate documents corresponding to each of the applicable sub items. At project completion, the Contractor shall submit the following documents:

a. Waste Determination Documentation

b. Disposal Documentation for Hazardous and Regulated Waste

c. Contractor 40 CFR Employee Training Records

d. Solid Waste Management Permit

e. Solid Waste Management Report

f. Contractor Hazardous Material Inventory Log

g. Hazardous Waste and Debris Management

h. Regulatory Notifications

Example of the information to be labeled on the CD:

JOC Contract # WXXXXX-XX-D-XXXX
T.O. # XXXX-XXXX
W.O. # AB-12345-6J
Title: (insert title such as Replace Boilers), (insert building#)
Building #: (insert Bldg#)
Contractor: (insert company name)

18.3 Drawings

The Government's design for 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) copy of the drawing files (CAD or Computer-Aided Manufacturing (CAM) files) to the COR on a CD. The Contractor shall also furnish one (1) hard copy of the drawings.

The drawings shall have a standard title block, which will be provided by the Government on a CD. The cost of these drawings is not part of the Contractor's coefficient, but shall be obtained by using the appropriate line items in the UPB.

18.3.1 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 CADD record drawings shall consist of one (1) set of electronic CADD drawing files in the specified format, two (2) sets of black-line prints, and one (1) set of the approved working record drawings.

18.3.2 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, reproducibles, or prints shall be kept current and available on-site at all times, except as noted below. The Contractor shall assign a member of the Contractor's QC to be responsible for the maintenance and currency of the preliminary record drawings. This assignment and any reassignment of duties concerning the maintenance of the record drawings shall be promptly reported to the KO for approval. All changes from the TO drawings made in the work, or additional information which might be uncovered in the course of construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes. 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. 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. The record drawings shall show, at a minimum, the following:

a. The location and description of utility lines or other installation 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 accuracy 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.

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

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

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

e. Correct elevations if changes were made in site grading.

f. 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.

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

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

i. 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.

18.3.3 Preliminary Record Drawing Final Submission
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 COR 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.

18.3.4 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.

18.3.5 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 reproducibles to the COR 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.

18.3.6 Final Record Drawings (CADD Record Drawings)
Upon approval of the preliminary record drawings, the KO 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 KO. 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 KO and for accuracy and conformance to the above specified drafting and CADD standards.

18.3.7 Final Configuration Drawings
Final configuration drawings shall be provided to and accepted by the KO prior to final payment.

18.3.8 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 KO and COR.

18.3.9 As-Built Record of Equipment and Materials
Furnish one (1) copy of preliminary record of equipment and materials used on the project 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 record of equipment and materials fourteen (14) calendar days after final inspection.

18.3.10 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 submit the Equipment Data Sheet list with the final payment request.

19.0 CONTRACTOR REPORTS

19.1 Abatement Report
The Contractor shall submit an abatement report to describe the work performed, a copy of the Contractor’s license, permits for the completion of the work, and disposal manifests to the COR.

19.2 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. The Contractor shall provide a verbal report to the COR, Department of Emergency Services (DES), Safety Office and KO within one (1) hour following the incident or accident. A completed typed original plus one (1) copy of ENG Form 3394, *United States Army Corps of Engineers Accident Investigation Report* (or equivalent reporting form) shall be

delivered to the KO/COR 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:

(1) Injury or occupational illness to on-duty Contractors
(2) Damage to Government furnished material, Government Furnished Property(GFP), or Government Furnished Equipment (GFE) provided to a Contractor
(3) Contractor accidents involving Army Property and Personnel

19.3 Construction and Demolition Debris Reports
With the final payment request, the Contractor shall submit to the DPW, electronically, the total weight of all C&D debris disposed of for each individual TO.

19.4 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 KO and COR within one (1) hour of occurrence. The Contractor shall submit a completed typed original plus two (2) copies of ENG Form 3394, *United States Army Corps of Engineers Accident Investigation Repor*t (or equivalent reporting form), to the KO and COR within two (2) working days of occurrence, explaining the circumstances of the accident and the extent of damage. The Contractor shall submit a monthly damage report to the COR that annotates the damage, corrective action, and date corrected.

The Contractor shall be responsible for costs to repair or replace damaged property. The Contractor shall notify the COR and return the damaged area to its previous condition. As directed by the KO, the Contractor shall repair Government Property damaged by Contractor negligence. The Contractor shall furnish all labor, materials, and equipment to perform the repair work including cultivating and applying seed, sprigging, or placing sod. The Contractor shall maintain all turf repair work to ensure successful growth.

19.5 Environmental Compliance Reporting

19.5.1 Inspection by Regulatory Agencies Report
The Contractor shall, without delay, notify the KO and COR by phone of any inspection visit by an Agent or Agents of any Regulatory Agency. The Contractor shall submit a written report to the KO and COR, 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.

19.5.2 Lead-Based Paint Abatement Report
The Contractor shall provide the report, as specified in the TO.

19.5.3 Non-Hazardous Solid Waste Diversion Report
The Contractor shall submit a quarterly Non-hazardous Solid Waste Diversion Report to the COR. 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 percent of total waste that was diverted.

19.5.4 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 submit a report to the KO or COR. 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 land forms without written consent from the COR.

19.6 Progress Charts
The Contractor shall submit a progress chart after receipt of 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 submit the progress chart with each payment request.

19.7 Quality Control Reports (QCR)
The Contractor shall complete a daily QCR for each TO. A QCR is not required for days on which no work was performed.

19.8 Solid Waste Management Report
The Contractor shall provide a monthly Solid Waste Management Report to the COR.

19.9 Warranty Item Report
The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and the completion time of repair.

19.10 Adverse Weather Log
The Contractor shall keep an adverse weather log for each weather dependent TO. Actual adverse weather delay days must prevent work on critical activities for fifty (50) percent or more of the Contractor's work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather, be recorded in full days, and calculated chronologically from the first to the last day of each month. If the number of actual adverse weather delay days exceeds the number of days anticipated, the KO will convert any qualifying delays to calendar days and issue a modification to the TO.

Unusual weather during the execution of TOs shall be documented for subsequent requests for time extensions IAW the provisions defined herein. Weather days allowed will be applied for the total project. Time extensions for weather shall not be considered

unless the aggregate number of allowable days is exceeded and supported by verifiable QC and QA documentation.

20.0 Special Contract Requirements

20.1 Work by the Government
The Government reserves the right to undertake performance with Government forces or other Contractors. The same type or similar work as contracted for herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract. The Government reserves the right to unilaterally withdraw a proposed TO before or after receipt of the Contractor's proposal.

20.2 Security Requirements
The Contractor shall comply with all Garrison security requirements. For each TO, the Contractor shall submit to the KO 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)*.

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.

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

20.4 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 send to the COR via electronic copy. All Contractor personnel shall complete Level I OPSEC Awareness training annually. Level I OPSEC training is available at the following website:https://securityawareness.usalearning.gov/opsec/index.htm.

20.5 Access and General Protection, Security Policy, and Procedures
Contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or

Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

20.6 Contractor Employees Requiring Access to Government Information Systems
The Contractor, to include associated sub-Contractor employees, with access to a Government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the information system and then annually thereafter.

20.7 Contractor Employees Requiring a Common Access Card (CAC)
Only the Contractor's key personnel will be issued a CAC. Before CAC issuance, the Contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation IAW Army Directive 2014-05, *Policy and Implementation Procedures for Common Access Card Credentialing and Installation Access for Uncleared Contractors*. The Contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD Facility and access, via logon, to DoD networks on-site or remotely, (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures, or (3) Physical access to multiple DoD Facilities or multiple non-DoD Federally Controlled Facilities on behalf of the DoD on a recurring basis for a period of six (6) months or more. At the discretion of the Sponsoring Activity, an initial CAC may be issued based on a favorable review of the Federal Bureau of Investigation (FBI) fingerprint check and a successfully completed NACI at the Office of Personnel Management.

For contractors that do not require CAC, but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative).

20.8 iWATCH Training.
The Contractor and all associated sub-Contractors shall brief all employees on the local iWATCH Army program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within calendar days of contract award and within calendar days of new employees commencing performance with the results reported to the COR NLT calendar days after contract award.

20.9 Contractor Employees Requiring Information Awareness / Information Technology (IA/IT) Training and Certification

The Contractor, to include associated sub-Contractor employees, performing IA/IT functions shall comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six (6) months of appointment to IA/IT functions. All contractor employees and associated subcontractor employees shall complete the DoD IA awareness training before issuance of network access and annually thereafter. IAW DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

20.10 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.

20.11 Contractor-Furnished Property (CFP) and Equipment (CFE)

CFP and CFE shall meet applicable Federal, State, and local laws, regulations, and policies.

20.12 Warranty Program

The Contractor shall establish and maintain a Warranty Program for all equipment, parts, components, and work performed by the Contractor. Warranty shall cover all costs and shall be for a period of one year for all Job Orders. In cases when a manufacturer offers a warranty longer than the period stated above, the manufacturer's warranty shall be exercised for the duration of this contract. Metal building roofing systems have a 20 year warranty therefore, a warranty bond is required. This requirement applies to all roofing work, including new buildings and roof replacements. The Contractor shall provide the KO and COR with a copy of the warranty and manual for all equipment installed. Upon award the Contractor shall provide the KO and COR, or their designated representative, a plan for managing warranties. Written notification of required warranty repairs will be provided to the Contractor by the KO and COR, or their designated representative.

a. Warranty Issues: The Contractor shall respond to the COR and resolve any warranty issues for one (1) year from the date of replacement. The Contractor shall provide to the KO the names, addresses, and telephone numbers of Contractor employees responsible for resolving any warranty issues, before the Contractor’s final payment request.

b. Extended Warranty: 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.

c. Equipment Warranty Identification Tags: The Contractor shall provide warranty identification tags on all equipment installed. Sample tags shall be submitted to the COR for review and approval.

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.

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.

d. Tags for Warranted Equipment: The tag for this equipment shall be similar to the following:

EQUIPMENT WARRANTY

CONTRACTOR FURNISHED EQUIPMENT

CONTRACT NO: _____

SERIAL NO: _____ TASK ORDER NO:_____

MODEL NO:_____ CONTRACTOR

MFG WARRANTY EXPIRES: _____ CONTRACTOR WARRANTY EXPIRES:_

SUBCONTRACTOR NAME:_____

e. Equipment Warranty Tag Replacement: Under the terms of this contract, the Contractor's warranty with respect to work repaired or replaced shall run for one (1) year from the date of repair or replacement. Such activity shall include an update warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one (1) year from the date of acceptance of the repair or replacement.

The Contractor shall obtain all commercial warranties available on the equipment and turn them over to the Government at the conclusion of the TO. The Contractor shall also prepare a list of the companies which honor the warranties, including names, addresses, and telephone numbers.

21.0 ACRONYMS AND DEFINITIONS

21.1 Acronyms

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
AT	Anti-terrorism
ATCTS	Army Training Certification Tracking System
CAA	Clean Air Act
CAC	Common Access Card
CAD	Computer-Aided Design
CAM	Computer-Aided Manufacturing
CADD	Computer-Aided Design and Drafting
CD	Compact Disc
C&D	Construction & Demolition
CDC	Child Development Center
CERCLT	Comprehensive Environmental Response, Compensation, and Liability Act
CFC	Chlorofluorocarbons
CFE	Contractor-Furnished Equipment
CFP	Contractor-Furnished Property
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
CQC	Contractor Quality Control
DA	Department of the Army
DD	Department of Defense
DEC	Department of Environmental Conservation
DES	Department of Emergency Services
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
GFE	Government Furnished Equipment
GFM	Government Furnished Material
GFP	Government Furnished Property
HAZCOM	Hazardous communication

HID	High Intensity Discharge
HM	Hazardous Materials
HQDA	Headquarters Department of Army
HVAC	Heating, Ventilation, and Air Conditioning
HW	Hazardous Waste
IAW	In Accordance With
IDIQ	Indefinite Delivery and Indefinite Quantity
JOC	Job Order Contracting
KO	Contracting Officer
LBP	Lead-Based Paint
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
NPP	Non-Pre-Priced
NSPC	National Standard Plumbing Code
NTP	Notice to Proceed
O&M	Operation and Maintenance
ODC	Ozone Depleting Chemical
OPSEC	Operations Security
OSHA	Occupational Safety and Health Administration
PCB	Polychlorinated Biphenyl
PAM	Pamphlet
PM	Project Manager
POC	Point of Contact
QA	Quality Assurance
QC	Quality Control
QCM	Quality Control Manager
QCR	Quality Control Report
RCRA	Resource Conservation and Recovery Act
REC	Record of Environmental Consideration
RPMA	Real Property Maintenance Activities
RSO	Radiological Safety Officer
RTOP	Request for Task Order Proposal
SDS	Safety Data Sheets
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SOW	Statement of Work
SPDES	State Pollutant Discharge Elimination System
SSHP	Site Safety and Health Plan

SWPPP	Storm Water Pollution Prevention Plan
TO	Task Order
UFC	Unified Facilities Criteria
UFGS	United Facilities Guide Specifications
UIC	Underground Injection Control
UPB	Unit Price Book
U.S.	United States
USDA	United States Department of Agriculture
UW	Universal Waste
UXO	Unexploded Ordnance
WDO	Wood-Destroying Organisms

21.2 Definitions

Alternate Contracting Officer's Representative (ACOR): Individual from the functional activity appointed by the KO and delegated specific authority to monitor contract performance and to perform specific contract administration functions.

Asbestos: Asbestos is a mineral (rock) mined from the earth and added to variety of building materials because of its thermal, fire, and acid resistant qualities and its high tensile strength.

Bilateral: A bilateral document is one signed by both the Contractor's and the Government's authorized Representatives, as contrasted to a unilateral document, usually signed only by the Government's Representative.

Certificate: Statement signed by an official authorized to certify on behalf of the Manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of this contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements, which are being certified.

Coefficient factor or coefficient: Coefficient means a numerical factor that represents costs (generally indirect costs) not considered to be included in the UPB prices such as general, administrative, other overhead costs, insurance, alternative payment protection, protective clothing, sales tax, and compliance with tax laws. Coefficients proposed by offerors are multiplied times the unit prices in the Unit Price Book to price a job or project on individual orders. The coefficient(s) proposed by the Offeror and accepted by the Government are incorporated in the JOC.

> ***Pre-Priced Coefficient:*** Location-specific multiplier(s), developed and bid by the Contractor, to be applied against the published UPB cost line items for the purpose of providing consideration to the Contractor for in-direct costs include, but are not limited to, over-all contract & individual project management and supervision, office rental & expenses, CQC, worker safety equipment, environmental protection,

mobilization and close out for the total contract as well as personnel & small tools or equipment for each project order, consultant fees, all waste and excess material, incidental construction debris removal and site cleanup, UPB costs confidence (to include issues regarding how the cost data are captured and the size and types of projects they reflect), allowance for differences between location-specific Construction Wage Rate Requirements (formerly known as Davis-Bacon Act) and the rates used in the UPB line items, protection or incidental moving of Government Property, contingencies, interest associated with funding of equipment and payroll, travel, depreciation of equipment or facilities, employee payroll taxes, sales taxes not covered by Government-furnished tax exemption certificates, insurance (to include Contractor's risk for construction), payroll fringe benefits, risk of lower project volume than expected, risk of inflation costs, risk of poor or late subcontractor performance and requirement for re-performance, variances in subcontractor or UPB Location Factors (business taxes, contributions, memberships, corporate headquarters support, other risks of doing business), acceptance testing, and job site security.

NPP Coefficient: Multiplier to be applied against validated direct-price quotations for work not covered by the contract UPB. Coverage for the same issues as those for PREPRICED coefficients except the allowance for differences between the UPB and location-specific Construction Wage Rate Requirements (formerly known as Davis-Bacon Act) (as this is not applicable), and consideration for actual or estimated inflation and other market fluctuations occurring after UPB production through the end of the contract base period will not apply. Coefficient shall be applied to current costs in lieu of dated UPB costs.

Complete-In-Place Construction: Work having all necessary or normal parts, elements, or steps provided at its specified location resulting in products that are fully functional, without the need for additional labor, materials, or equipment in order to reach its fully functional and intended state. Work includes fasteners, anchors, standard applicable testing, balancing, and commissioning.

Construction: Action taken to accomplish construction such as repair and renovation.

Contract: Contract means 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 of appropriated funds and that, except as otherwise authorized, are in writing. Contracts include, but are not limited to, bilateral instruments, awards, notices of awards, TOs, letter contracts, purchase orders, and bilateral contract modifications.

Contracting Officer (KO): An individual with the authority to enter into, administer, and terminate contracts and make related determinations and findings.

Contracting Officer Representative (COR): An individual from the Requiring Activity appointed by the KO and delegated specific authority to monitor contract performance and to perform specific contract administration functions.

Contractors' Row: The area designated by the Government for the storage of construction trailers, construction offices, and construction materials.

Data: Submittals that provide calculations, descriptions, or documentation regarding the work.

Direct Costs: Those costs directly attributable to the physical performance of a specified item of work.

Directorate of Public Works**:** The DPW acts as the Garrison Commander's Installation Principal Staff Officer for all matters pertaining to facilities engineering and housing activities. This Directorate plans, programs, prioritizes, and coordinates all facilities engineering and housing activities, including Real Property Maintenance Activities (RPMA), Government housing, buildings, and structure repairs.

Drawings: Submittals which graphically show relationship of various components of work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

Government Furnished Materials (GFM): On occasion, the Government may choose to supply the Contractor with materials to accomplish project requirements. If this occurs, the line item prices for labor and equipment only will be used. They are considered as Pre-Priced. The Contractor shall not adjust the labor and equipment pricing. The materials are to be cared for by the Contractor, and excess materials are to be returned to the Government.

Hazardous Materials: Refer to hazardous and toxic materials or substances included in Sub-parts H and Z of 29 CFR 1910 and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyl's (PCB), solvents, petroleum and paints but does include others. The most likely products to contain asbestos are sprayed-on fire-proofing, floor tile, insulation, siding, roofing, boiler lagging, gaskets, and pipe covering.

Incidental (work, waste, etc.): Items that are minor in nature, necessary to perform the work as described, but not of such magnitude as to require a line item in a cost proposal. Examples include: preparation necessary to perform the work as described but that is not typically accounted for by a line item cost, waste of 10% or less on installed materials, small amounts of fasteners and fittings that are not typically tracked individually, hand tools that are not exhausted in a single use, pick up or delivery of incidental items, etc.

Independent Review: The Government may, at its expense, obtain an independent review of the Contractor's work. The independent reviewer shall be a person or business

qualified to perform the work the Contractor is performing. The person designated to conduct the independent review should not have had previous personal involvement in the project. The Government may have the project reviewed by the local jurisdiction, an Engineering firm not involved in the contract, or by others.

Independent Testing Laboratory: An independent (from the Contractor) entity engaged for the project to provide inspections, tests, interpretations, reports and similar services.

Indicated: Shown on drawings by notes, graphics or schedules, or written into other portions of Contract Documents. Terms such as shown, noted, scheduled, and specified have the same meaning as indicated, and are used to assist the reader in locating particular information.

Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.

Installer: Entity (firm or person) engaged to install work, by Contractor, Subcontractor or Sub-subcontractor. Installers are required to be skilled experts in work they are engaged to install.

Instructions: Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

Job Order Contract Coefficient: The coefficient is the proposed price multiplier within the JOC. It establishes a competitively bid cost adjustment to the Unit Price Book and shall account for all costs including the Contractor's overhead. Coefficients shall be expressed in decimal format (1.0 = 100%).

Job Order Contract: An indefinite-delivery, indefinite-quantity contract which is used to execute sustainment, restoration and modernization projects at the Garrison level. The JOC includes a comprehensive collection of detailed repair, construction task descriptions or specifications, units of measure and pre-established unit prices for each of these discrete tasks. Each project or job ordered under a JOC is normally comprised of a number of pre-described and Pre-Priced tasks.

Minimum Requirements: Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed minimums within reasonable limits. Refer uncertainties to the COR or KO before proceeding.

Non-Pre-Priced (NPP) Items: Tasks not included in the UPB but within the intent and general scope of the contract. NPP work may also include items that are included in the UPB but require adjustments because of unusual site conditions differing from those contemplated in the contract. NPP work is discussed separately from tasks included in

the UPB. The coefficient developed for a Pre-Priced task or item must not be applied to a NPP task or item.

Non-Pre-Priced (NPP) work: A unique item not easily defined within the UPB for which the Pre-Priced cost data will not be used in TO pricing. If the NPP portion of a project ≥ 10% of the total cost, the project is not appropriate for JOC and an order will not be issued for that particular project.

Non-Standard Hours Coefficient: This is an optional coefficient that shall be used only when the Government specifies the requirement to complete a project during non-standard hours.

On-Site: On-site means the Contractor managed office which facilitates the response time on the Garrison.

Option-Year Coefficient(s): This coefficient will be used only if the Government exercises the option year clause within the contract. Coefficient(s) for option periods serve as an economic price adjustment to the Contractor's indirect costs. Direct costs of materials, labor, & equipment shall be adjusted by the incorporation of the latest UPB cost data in each subsequent option year.

Overlapping or Conflicting Requirements: The most stringent requirements written directly into the contract document is intended and will be enforced. If standards that establish different or conflicting requirements for minimum quantities or quality levels is specified, refer uncertainties to the KO or COR for a decision before proceeding.

Pre-Priced work: This includes all work which may be described with a line item or combination of line items within UPB.

Project Site or Site: Space available to the Contractor at location of project, either exclusively or to be shared with separate Contractors, for performance of the work.

Provide: Furnish and install, complete and ready for intended use.

Qualification Standards: Quantifiable and enforceable criteria, establishing minimum requirements and conditions necessary to successfully execute the responsibilities of a given position, against which applicants for employment are evaluated.

Quality Control: Those actions taken by the Contractor to control the execution of the specified work so that it meets the requirements of the contract or project order.

Record Documents: Are a record of the construction as installed and completed by the Contractor. They are a record of all deviations, modifications, or changes from TO set of drawings and other documents, however minor, which were incorporated in the work. They include all the information shown on the TO set of drawings, any Contractor-original

drawings, all additional work not appearing on the TO drawings, and all changes which are made after final inspection of the TO work.

Request for Task Order Proposal: The Government's notification to the Contractor of an upcoming project. The Request for Proposal will contain the Project Description, and the requested time-lines and dates for accomplishment of the work.

Reports: Reports of inspections or tests, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

Samples: Samples, including both fabricated and non-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

Schedules: Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

Site Survey: An inspection of a Facility required to accomplish a design-build construction action and normally part of the work plan.

Statements: A document, required of the Contractor, or through the Contractor, from a Supplier, Installer, Manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

Task Order (TO): A TO is an order for sustainment, restoration, and modernization projects against an active contract. These projects are obtained through TOs under the terms of the contract and are not small purchase transactions. An individual requisition for construction services ordered against this JOC, as described within the SOW, specifications, drawings, sketches or other project documentation issued with the request for proposal for the TO. Each TO is solicited, proposed, discussed, and awarded individually, under the JOC.

Task Order Price Proposal: The Contractor's fixed price proposal based upon the project description and other information contained within the RTOP. The price proposal shall include a quantified list of all line items of work that are necessary for completion of the project. The price proposal shall include all applicable TO coefficients and shall be mutually accepted by the Government prior to award of the TO.

Task Order Project Description: The Government's complete description of work to be accomplished via a Task Order. The description will include a copy of all specifications applicable to a project as well as any necessary engineering plans or standard details.

Transportation: Movement, typically by motor vehicle, of personnel, material or equipment to, from or within the job site, necessary to assemble the work, receive

materials or equipment on the site, or provide labor for the work. Does not include pulling waste dumpsters, which is included in the TO line item for trash disposal. Does not include transportation associated with mobilization or demobilization, such as moving large earthmoving equipment and trailers. Does not include cranes, concrete pump trucks, or other means of moving materials on the Garrison that are typically charged for separately, as dictated by industry standard.

Unit Price Book (UPB): A pre-established source of unit costs which are to be incorporated within the JOC. Contains task listings, descriptions, units of measure, and total installed unit prices. UPB cost is adjusted by coefficients to derive a total cost for each TO.

> ***Bare costs:*** The cost of a line item without any multiplier.
>
> ***Line item:*** An item or system denoted in the UPB by a unique line-item number.
>
> ***Multipliers:*** All factors added to the bare cost pricing of the UPB. This includes the CCI and the Contractor's coefficients.
>
> ***Pre-Priced line item:*** A line item from the UPB with approved changes.

Work Schedule: The Government will recommend a timeline for completion of each TO. The Contractor shall submit a Work Schedule as a component of each TO proposal. As with the price proposal, the Work Schedule must be mutually agreed upon prior to authorization of a TO.

Work Site: The job site or location that work is to be performed as stated on each TO.

22.0 APPLICABLE DIRECTIVES AND PUBLICATIONS

22.1 General

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.

22.2 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.

Those applicable 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, also form a part of this contract.

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

22.3 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 the Contractor's responsibility to obtain and maintain the current applicable documents. The list includes, but is not limited to, the following documents.

22.3.1 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

20.3.2 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	

22.3.3 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

22.3.4 Federal Standard (Fed. Std.)

Fed Std: 313A	Material Safety Data Sheets.

22.4. 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/

22.5 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

22.6 Department of the Army, Corps of Engineers Manual (EM), Engineers Technical Letter (ETL)

EM 385-1-1	Safety and Health Requirements

22.7 Other 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 13	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)

22.8 Building Codes
All work shall be performed in compliance with the following National Standards and Codes, as applicable:

a. American Concrete Institute (ACI)
b. American Institute of Steel Construction (AISC)
c. Life Safety Codes
d. Uniform Building Code (UBC)
e. Uniform Plumbing Code (UPC)
f. Uniform Mechanical Code (UMC)
g. National Electrical Code (NEC)
h. National Electrical Safety Code (NESC)

All work shall meet or exceed applicable Building Codes.

23.0 ADDITIONAL CONTRACT TERMS AND CONDITIONS
Additional terms and conditions will be included at the TO level.

24.0 SAMPLE EXHIBITS
All sample exhibits will be provided as required in each TO.