SCOPE OF WORK (SOW) FOR CONSTRUCTION SERVICES

Uninterrupted Power Supply (UPS) Expansion Upgrades, Building 8

DCFT 262002

183d Wing, Abraham Lincoln Capital Airport, Air National Guard Base, Springfield, IL 62707

PART I: GENERAL INFORMATION.

1. Introduction/ Description Services. This is a non-personal services contract to provide upgrades to Uninterrupted Power Supply (UPS) System in Building 8 at the 183d Wing (183WG).

1.1 Background. In 2020, existing 10-kilowatt (kW) UPS unit for Building 8 was installed. Since the UPS project, there have been building additions to equipment, causing overload issues to existing UPS system in Building 8. Additionally, existing UPS is a fixed type system and not capable of being added to or have an additional unit working in parallel. Identified as deficiencies, the UPS needs to be scalable for future 30 kW power load requirements and capable of handling 20 kW current loads properly for future equipment additions to building.

1.2 Objectives. To provide upgrades to UPS system by removal of existing and installation of new static UPS system in Building 8 at the 183WG that meets all applicable commercial and United States (US) military standards/specifications to include Unified Facilities Criteria (UFCs) and DoD Supplemental Technical Documents to include TP-19 Static Uninterruptible Power Supply, as well as Federal, State, and local laws and regulations.

1.3 Scope. Contractor to provide all personnel, equipment, supplies, transportation, tools, materials, supervision, and non-personal services to provide upgrades to UPS system by removal of existing and installation of new static UPS system in Building 8 at the 183WG. The Contractor (KTR) shall conform to details and specifications outlined in Part V of this Statement of Work (SOW), along with attached drawings and photos to include 183WG Base Map – Work Location, Existing B8 – Electrical Drawings, and Existing UPS System Photos.

1.4 Period of Performance. 120 days or less

1.5 Quality Control (QC). The KTR shall develop and maintain an effective QC program to ensure services are performed in accordance with this SOW. The KTR shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The KTR's QC program is the means by which the company assures that work complies with the requirement of the contract. The KTR's QC Plan shall be delivered with your proposal and submitted again to the Contracting Officer (KO) prior to the issuance of the Notice to Proceed (NTP). After acceptance of the QC plan the KTR shall receive the KO's acceptance in writing of any proposed change to his QC program.

1.6 RESERVED

1.7 Contracting Officer's Representative (COR). The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration.

1.8 Hours of Operation. The offices where the services will be conducted are usually open between the office hours of [*7:00 AM and 4:30 PM*] Monday through Friday with alternating

Fridays off. The KTR shall plan to perform their services between those hours. If the facility is closed during Federal holidays or during inclement weather, the KTR shall be notified. The KTR must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW.

1.8.1 Holidays. Please check with the KO or COR for any additional holidays other than listed here. The following are recognized Federal Holidays:
1.8.1.1 New Year's Day
1.8.1.2 Martin Luther King Jr's Birthday
1.8.1.3 President's Day
1.8.1.4 Memorial Day
1.8.1.5 Juneteenth
1.8.1.6 Independence Day
1.8.1.7 Labor Day
1.8.1.8 Columbus Day
1.8.1.9 Veteran's Day
1.8.1.10 Thanksgiving Day
1.8.1.11 Christmas Day

1.8.2 Work Outside Normal Hours of Operation. When the KTR desires to work other than the aforementioned times, KTR shall submit a written request to the KO for approval, and written approval thereof shall be required prior to proceeding with work. The request shall be submitted to at least five (5) workdays prior to the proposed performance of work. The request shall indicate the day/days, time/amount of work, and reason why permission should be granted to perform work during nonstandard hours. Approval for work to be performed during nonstandard time will be given only in cases of necessity.

1.9 Place of Performance. The work will be performed at the 183WG, Illinois Air National Guard Base, Abraham Lincoln Capital Airport, Springfield, IL 62707-5001

1.10 Type of Contract. This will be a Firm Fixed Price contract.

1.11 Security Requirements. The KTR shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the KO or COR. The KTR shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Security Forces. The KTR shall ensure compliance with all personal identity verification requirements as directed by Department of War (DoW), USAF, ANG, and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in KTR security matters or processes.

1.11.1 COMSEC/IT Security. All communications with DoW organizations are subject to communications security (COMSEC) review. All telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. DoW has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoW organizations. Therefore, the KTR is advised that any time KTR place or receive a call they are subject to COMSEC procedures. The KTR shall ensure wide and frequent dissemination of the above information to all employees dealing with DoW information. The KTR shall abide by all Government regulations concerning the

authorized use of the Government's computer network, including the restriction against using the network to recruit Government personnel or advertise job openings.

1.11.2 AT Level 1 Awareness Training. All KTR employees requiring access to Air Force/Air National Guard bases, facilities, and controlled access areas shall complete Level 1 AT/FP (Anti-Terrorism/Force Protection). Training is provided by Security Forces to KTRs that are issued a KTR Access Badge. KTRs and subcontractors not receiving a KTR Access Badge are still required to complete Level 1 AT/FP training within 30 days after the contract start date and within 30 calendar days of new employees commencing performance. Certificates shall be submitted by the KTR to the KO and COR within 15 days after completion of training. Level 1 AT is available at https://jko.jten.mil/courses/AT-level1/launch.html.

1.11.3 Physical Security. The KTR shall safeguard all Government property provided for KTR use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.12 Safety.

1.12.1 Base and Safety Regulations. These requirements are in addition to those referenced during the pre-construction conference. The KTR shall comply with all applicable provisions of Air Force regulations and directives pertaining to security, safety, fire, traffic, and personnel clearances insofar as they pertain to the KTR's activities on Abraham Lincoln Capital Airport. The KTR shall be responsible for providing, placing, and removing all barricades and safety devices during his construction activities.

1.12.2 Caution vehicle operators to avoid intrusion on the runway or flight line. Yield to all emergency vehicles including security police, fire department, ambulance, and ambulance buses when their red lights and/or sirens are operating. Provide personnel to direct traffic when KTR operated vehicles block one or both lanes of a two-lane road.

1.12.3 If a mishap involves injury or death to KTR personnel and/or damage to Air Force property as a result of KTR operation, the KTR shall notify the KO and COR. The COR will contact the Wing Safety Office on normal workdays or the Security Police at any other time. Any safety related problems encountered during the contract period should be reported to the COR who will advise Wing Safety. In case of life threatening emergency, dial 911 to reach the Security Police, Fire Department, or ambulance. Emergency treatment for serious or life-threatening injuries is available in the City of Springfield.

1.12.4 The KTR shall ensure compliance with contract and OSHA provisions. KTR will ensure all application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements. KTR will advise government whenever work is expected to be hazardous to Government, employees, and/or operators.

1.13 Fire Prevention Standards. The KTR shall comply with all applicable federal, state, local, and installation policies and procedures for fire prevention which may be obtained from the KO or COR.

1.14 Special Qualifications and Certifications. N/A

1.15 Post Award Meeting/Periodic Status Meetings. After award the KTR, KO, and COR will have meeting to clarify SOW and contract requirements such as deliverable products, and delivery schedules, special contract clauses, QC/assurance procedures, invoicing and billing

procedures, local regulations or access requirements, and/or environmental, safety and health requirements. Periodic update/status meetings to review KTR performance may be scheduled.

1.16 24-Hour Point of Contact. The KTR shall provide the KO and COR with a 24-hour number or numbers where their authorized representative can be contacted at any time day or night. Also provide call-forwarding capability for leaving a message. This number should be provided at the pre-construction conference, but not later than ten (10) days after the issuance Notice to Proceed.

PART II

DEFINITIONS AND ACRONYMS

2. Definitions & Acronyms.

2. 1 Definitions.

2.2 Acronyms.

ANG	Air National Guard
AT/FP	Anti-Terrorism/Force Protection
BIB	Bypass-input breaker
BMS	Building Management Systems
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
COMSEC	Communication Security
COR	Contracting Officer's Representative
DoW	Department of War
EM	Environmental Manager
FY	Fiscal Year
HM	Hazardous Materials
HMI	Human-Machine Interface
HMP	Hazardous Materials Pharmacy
KVA/kW	Kilovolt-amps/Kilowatts
kW	Kilowatt
KO	Contracting Officer
KTR	Contractor
MBB	Maintenance-bypass breaker
MIB	Maintenance-isolation breaker
NTP	Notice to Proceed
QC	Quality Control
RCRA	Resource Conservation and Recovery Act

RFO	Revolutionary FAR Overhaul
RIB	Rectifier input breaker
SDS	Safety Data Sheets
UFC	Unified Facilities Criteria
UPS	Uninterrupted Power Supply
VRLA	Valve-Regulated Lead-Acid
WG	Wing

PART III

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. Government Furnished Items & Support.

3.1 Support. N/A

3.2 Facilities. N/A

3.3 Materials. N/A

3.4 Utilities. The KTR shall be permitted to connect to the GOVERNMENT'S existing utility system (water, electric, and sewer). The KTR will be required to pay for connection of all utilities. The KTR shall be permitted the use of all reasonably required amounts of utilities (water, electric, and sewer) from the GOVERNMENT's existing system outlets.

3.4.1 In addition to requirements contained in RFO FAR Clause 52.236-14, "Availability and Use of Utility Services," temporary utility connections shall be at the KTR's expense and installation shall include metering and be subject to the approval of the KO and the COR. The KTR shall provide telephone and other services required for the work. Removal of temporary connections will also be at KTR's expense.

PART IV

CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES.

4. KTR Furnished Items and Responsibilities.

4.1 General. The KTR shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under PART III of this SOW.

4.2 Secret Facility Clearance. N/A

4.3 Materials. The KTR shall furnish materials, supplies, and equipment necessary to meeting the requirements under this SOW.

4.3.1 Permits. The KTR will furnish/obtain all applicable permits for the project.

4.4 Equipment. The KTR shall furnish all equipment necessary to meet the requirements under this SOW.

4.5 Utilities. If portable sanitary facilities are utilized, said facilities are subject to the approval of the KO, through the COR, as to the location, cleanliness, and maintenance. All temporary sewer/sanitation facilities shall be self-contained units with both urinals and stool capabilities. The units shall be sufficiently ventilated to control odors and fumes and should be emptied and cleaned at least every week or more often if required by the KO. The door should be self-closing. The exterior color of the unit shall be any color the KTR desires. Base facilities shall not be utilized. The facility shall be located behind the construction fence or out of the public view.

PART V

SPECIFIC TASKS

5. Specific Tasks and Work Requirements. Contractor to provide all personnel, equipment, supplies, transportation, tools, materials, supervision, and non-personal services to provide upgrades to UPS system by removal of existing and installation of new static UPS system in Building 8 at the 183WG.

5.1. Specific tasks shall include:

5.1.1 Provide upgrades to UPS system by removal of existing and installation of new static UPS system. The list of items below is not all inclusive and KTR shall be responsible for providing any necessary work so that the newly installed UPS system meets the Government's intent for requirements and specifications upon completion.

5.1.2 Conduct a site visit to verify existing UPS system and any accessories, site conditions, existing electrical, utilities, and measurements before beginning shop drawings for installation of new static UPS system. Submit shop drawings to the Government for approval prior to fabrication and release of equipment.

5.1.3 Submit UPS system information to the Government for approval as stated in paragraph 5.2.

5.1.4 Remove one (1) existing 10 kW Liebert EXM UPS in SWITCH Room 118 in Building 8 and associated equipment to include but not limited to UPS Maintenance Bypass Panelboard. Existing Liebert EXM UPS system is model number 47SA010AACG0S35.

5.1.5 Prepare the site and electrical as required to prepare for new UPS system per manufacturer and project requirements.

5.1.6 Install one (1) new scalable 20 kW UPS System in Building 8 with configured load capacity rating of 20 KVA/kW and max load capacity scalable up to 30 kVA/kW for future expansion. UPS system shall:

5.1.6.1 Be Three-Phase, 208V, and compatible with existing electrical configurations of Building 8. UPS to be similar to Vertiv Liebert Model APM2 with modular and scalable architecture.

5.1.6.2 Have minimum 9" Backlit LCD HMI display on UPS unit. Monitor power conversions, UPS operation, and utility conditions including maintenance bypass.

5.1.6.3 Have top cable entry. Airflow option to be Front to Top.

5.1.6.4 Have a cabinet integrated bypass module. Integrated Four Breaker Maintenance Bypass with breaker configurations Rectifier input breaker (RIB), Maintenance-isolation breaker (MIB), Bypass-input breaker (BIB), and Maintenance-bypass breaker (MBB).

5.1.6.5 Have a control module, generator load control, automatic retransfer, and digital based controls for power conversions and system operation.

5.1.6.6 Have Power Modules that are redundant and N + 1 configuration. Power module count as required for kVA capacity specified.

5.1.6.7 Have battery system that includes hot swappable Valve-Regulated Lead-Acid (VRLA) battery modules with Building Management Systems (BMS) and individual battery circuit breaker.

5.1.6.8 Have two monitoring card slots similar to IS-UNITY-DP with SNMP, Modbus, BACnet interface to BMS, and environmental sensor support.

5.1.7 Verify proper operation upon completion. Provide full system adjustments, testing, and reports when work is complete to COR to ensure new UPS system is operating during emergency situations and procedures with Generator and ATS operations and the UPS System in its entirety is properly load balanced to ensure unit's reliable performance and maximum capacity. The following work, inspections, and test procedures shall be performed by factory-trained field service personnel approved by manufacturer. KTR to notify COR to be present for testing by KTR.

5.1.8 Provide 100% sealing of all penetrations made in non-rated and fire-rated partitions, walls, floors, and ceiling spaces throughout building to meet existing assembly ratings.

5.1.9 Return all existing elements of construction and surfaces to same condition prior to start of work. Patch walls/floor as required after demo and paint surfaces to match existing where infilled.

5.1.10 Provide and install labeling and identification for all electrical equipment that is newly installed or updated as required.

5.1.11 Any down time, which is to be kept at a minimum, shall be coordinated by KTR thirty (30) days in advance for any power or telecommunication interruption so it can be properly coordinated with Government entities on base. Building users will be live and using spaces at all times during work.

5.1.12 The project shall meet all federal, state, military, and local codes.

5.1.13 KTR shall have SOLE responsibility for accuracy of all measurements, estimates of material quantities and sizes, and site conditions that will affect work.

5.1.14 Measurement of Quantities. This is a firm fixed price construction contract. As such, plan quantities are estimated and form the basis for proposals and the total fixed price contract amount. KTR shall verify dimensions prior to project bid/offer.

5.1.15 Statement of Work and Drawings. Omissions from the Statement of Work (SOW) or Drawing(s) or the inaccurate description of work details which are manifestly necessary to carry out the intent of the SOW and Drawing(s), or which are customarily performed, shall not relieve the KTR from performing such omitted or inaccurately described work details, but they shall be performed as if fully and correctly set forth and described in the Drawing(s) and SOW at no additional cost to the Government.

5.1.16 Fitness and Function. The KTR shall be responsible for the fitness and function of all products and work. The Government is paying the KTR in the contract price to use its expertise to ensure the function of all products in the project.

5.2 Submittals & Deliverables. The KTR shall submit the following:

5.2.1 Schedule of work. For project coordination purposes (i.e. among the KO, COR, Fire, Safety, Environmental, Security, etc.), the KTR shall submit a proposed work schedule. The work schedule shall include but not be limited to the following: Date for delivery of material/equipment; start date; number of days construction will occur; hours during which construction will occur, etc.

5.2.2 Operational Checks & Function Test Reports. Provide data for all portions of the UPS system project: KTR verification that (1) new UPS System is installed operate properly upon completion of work by the KTR.

5.2.3 Collect manufacturer's warranties and KTR workmanship warranty for work completed and materials supplied on the project. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to work. Submit the data electronically following the procedures agreed on after award. Actual warranty letter samples will be required during submittal phase. Warranties to include the following information:

5.2.3.1 Material and equipment warranty, per manufacturer's standard.

5.2.3.2 Workmanship warranty shall be one (1) year from date of project completion.

5.2.4 Safety Data Sheets

5.2.5 Submittal Procedures. This specifies requirements for handling submittals. The KTR shall:

5.2.5.1 Submit all product data electronically as directed by the KO.

5.2.5.2 Deliver submittals to KO. Prior to delivery, carefully review all submittals for compliance with Contract Documents and for coordination purposes, and place KTR action stamp on all copies.

5.2.5.3 Transmit each item listed on the AF Form 66- Schedule of Submittal Materials via the Air Force Form 3000. Identify Project, KTR, subcontractor, and major supplier; identify pertinent drawing sheet and detail number, and section number, as appropriate. Identify deviations from contract documents. Provide space for KTR, KO, and COR stamps.

5.2.5.4 Revise and resubmit as required (if necessary after review by KO), identify changes made since previous submittal.

5.2.5.5 Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

5.2.5.6 Coordinate each submittal with requirements of work and contract documents.

5.2.5.7 Be responsible for error and omissions in submittals and is not relieved by Government's review of submittals.

5.2.5.8 Be responsible for deviations in submittals from contract document requirements and is not relieved by KO's review of submittals, unless KO gives written acceptance of specific deviations.

5.2.5.9 Notify KO in writing at time of submission of deviations in submittals from contract documents requirements.

5.2.5.10 Not begin any work that requires submittals without KO's stamp and signature indicating approval.

5.2.5.11 Make response required by KO's stamp and distribute copies, after KO's review.

5.2.6 Manufacturer's Instructions. The KTR shall submit manufacturer's printed instructions for delivery, storage, application, finishing, etc for product data when required.

5.2.7 UL Labels. In lieu of the label, the KTR may submit written certification from any nationally recognized testing agency, adequately equipped and competent to perform such services.

5.3 Facility Specific Information and Requirements. Facilities will be in use throughout construction. The KTR shall:

5.3.1 Coordinate use of premises under direction of the KO.

5.3.2 Coordinate work schedule with the COR to minimize impact on Government operations. Normal operations will be conducted in the area where the project is located.

5.3.3 Not interrupt owner operations unless prior written approval is received from the Government. Building spaces directly adjacent to areas covered by this SOW will be utilized by on-going operations.

5.4 Products. The KTR shall comply with QC, references, specifications, and manufacturer's data. Products containing asbestos are prohibited on this project. Use only asbestos-free products. Use products with personal protection. User must read container label and material safety data sheets prior to use. Materials used in this contract shall be, to the greatest extent practicable and consistent with financial prudence, made of recycled materials or with materials that are recyclable. The KTR shall:

5.4.1 Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry. Provide equipment and personnel to handle products by methods to prevent soiling or damage. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

5.4.2 Store products in accordance with manufacturer's instructions. Maintain products within temperature and humidity ranges required by manufacturer's instructions. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

5.4.3 Equal Products and/or Systems. Document each equal product request with complete data substantiating compliance of proposed substitution with contract documents, and comparing all features of proposed substitution with original specified product. Substitutions must be equal or similar to specified products and reviewed and approved by the Base Civil Engineer prior to acceptance.

5.4.3.1 Request constitutes a representation that the KTR: Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product. Will provide the same or better warranty for equal product as for specified product. Will coordinate installation and make other changes, which may be required for work to be complete in all respects. Waives claims for additional costs, which may subsequently become apparent.

5.4.3.2 Equal products will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of contract documents.

5.4.3.3 KO will determine acceptability of proposed equal product/system, and will notify the KTR of proposal acceptance or rejection in writing within a reasonable time.

5.5 Environmental Protection. See Appendix 1 for additional requirements.

5.5.1 Waste Disposal. The KTR shall not re-use, recycle, or dispose of material manufacturer's product containers except in accordance with all applicable regulations. The user of manufactured products is responsible for proper use and disposal of product containers.

5.5.2 Recycling. In support of national environmental efforts, the KTR shall recycle general administrative refuse associated with this project to the maximum extent practicable. This refuse includes cardboard, one gallon mark 1 and 2 plastic bottles, type 1 and 2 plastic soda bottles, aluminum and steel cans, and mixed paper. Contact the Environmental Office at (217)757-1329.

5.6 Inspection and Acceptance.

5.6.1 Pre-final Inspection. A pre-final inspection of the project shall be performed to compile a list (Punch List) of incomplete and nonconforming work and, if necessary, to help expedite project completion. The KTR and the COR shall conduct the Pre-final inspection. This inspection shall be performed 7–10 Days prior to completion date. Any items found to be deficient shall be addressed and completed to the satisfaction of the KO.

5.6.2 Final Cleaning. Cleaning shall be to the satisfaction of the KO. Any areas of work or adjacent areas disturbed shall be restored to original conditions prior to execution of final inspection. The KTR shall:

5.6.2.1 Clean surfaces exposed to view; remove temporary labels, stains, and foreign substances.

5.6.2.2 Clean site.

5.6.2.3 Dispose of all waste, rubbish, and surplus materials off base appropriately.

5.6.3 Final Inspection and Acceptance. At 100% completion, the KTR shall notify the KO that all work is complete and ready for inspection. The KO &COR shall perform a walk-through inspection of the project. A list of incomplete and nonconforming work shall be created (if required). If a list is not created, the COR shall notify the KO, in writing, of final inspection and acceptance by the Government. The KO will then notify the KTR of such inspection and acceptance.

5.7 Closeout Procedures. When KTR considers work has reached final completion, (all Incomplete and Nonconforming Work list items resolved), submit written certification that contract documents have been reviewed, work has been inspected, and that work is complete in accordance with contract documents and ready for KO's inspection.

5.7.1 Project Record Documents. The KTR shall store complete set of documents separate from those used for construction. Keep documents current and available for inspection. At Contract closeout, submit document(s) with transmittal letter containing date, project title, KTR's name and address, list of document(s), and signature of KTR.

5.7.2 Warranties and Guarantees. Warranties and guarantees shall be in compliance with the clauses set forth in the contract. Standard commercial warranties for equipment (i.e. manufacturer warranties) apply and warranty certificate(s) shall be delivered to the Government.

PART VI APPLICABLE PUBLICATIONS

6. Applicable Documents and Reference Materials.

6.1 All state, federal, military, and local codes are applicable at this installation.

International Building Code (and related codes, ie Plumbing Code, etc.), UFC's, DoD Supplemental Technical Documents, NFPA, UL, etc.

Appendix 1 – Environmental Protection

KTR and any subcontractor, agent or representative shall comply with all applicable Federal, State, and local laws and regulations providing for environmental protection and pollution control and abatement including but not limited to the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Toxic Substances Control Act, Federal Insecticide Fungicide and Rodenticide Act, Coastal Zone Management Act, Endangered Species Act, National Historic Preservation Act, Safe Drinking Water Act, Emergency Planning and Community Right-to-Know Act, Oil Pollution Act, and Pollution Prevention Act. KTR has the duty to determine for itself where such laws and regulations apply. Although the KTR may request assistance from the KO in delineating applicable environmental laws and regulations. KTR has an independent responsibility to make its own determination and to do so in a timely fashion.

The KTR shall be responsible for paying any fines or penalties assessed against the Air Force for environmental violations resulting from acts or omissions of the KTR or its employees, subcontractors, or agents. This obligation is in addition to any fines or penalties which may be assessed against the KTR for the same conduct. KTR may either reimburse these fines or penalties through the KO, or with the consent of EO, conveyed through the KO, the KTR may pay such fines or penalties directly to the regulatory agency or agencies concerned.

General: The KTR shall not pollute storm drainage. Streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acids, construction wastes or other harmful materials. It is the responsibility of the KTR to investigate and comply with all applicable federal, state and municipal regulations.

Spillage: The KTR shall take special measures to prevent chemical, fuels, oils, greases, bituminous materials, waste washings, herbicides, cement and surface drainage from entering public waters. In the event of a spill, immediately notify the Base Fire Department at 911. Then notify the COR who shall then notify the Environmental Office.

WASTE DISPOSAL FOR CONTRACTS TO BE PERFORMED ON GOVERNMENT FACILITIES Hazardous Waste Generation, Handling, and Disposal: Work under this contract is to be performed on a government facility. According to rules and procedures of the United States Environmental Protection Agency, the federal facility is required to have a generator identification number under the Resource Conservation and Recovery Act (RCRA) and to be responsible for hazardous wastes (as defined under RCRA) produced, managed, stored, disposed on, or transported from the facility. Accordingly, KTR will, to the greatest extent practicable, use materials, processes, and techniques that will avoid the creation of hazardous waste. Prior to generation of hazardous materials and hazardous waste on a federal facility under this contract, KTR shall coordinate all planned activities regarding hazardous materials and hazardous waste with the EO through the COR. Under no circumstances will KTR bring hazardous waste onto the facility.

HAZARDOUS MATERIALS USAGE

A. The KTR shall establish a hazardous materials (HM) storage system when HM is to be used. All HM required to support the contract shall be reported to the Hazardous Material Pharmacy (HMP) using the KTR HM Identification Form.

This form will be provided to the KTR at or prior to the Pre-Construction meeting. Additional HM needed by the KTR shall be identified to the COR for approval by the HMP. (See Attachment X.)

B. The KTR planning to use HM for the work shall register with the installation HMP prior to start of work in order to support the installation's compliance and Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements.

C. The KTR shall maintain a KTR HM Identification Form for all HM on the job site for inspection/verification.

D. The COR will verify that the HM identified to the HMP is the only HM in use on the job site.

The KTR shall provide the following to the HMP:

1. Provide a list of each material, SDS, and quantity of material for all proposed HM Hazardous Material (HM) shall be construed to mean any item that is:

A. A health hazard or physical hazard as defined in 29 CFR, § 1910.1200.

B. Regulated in its disposal by EPA under 40 CFR.

C. Hazardous as defined by DOT regulations under 49 CFR.

D. Hazardous as defined by the Dangerous Goods Regulations of the International Air Transport Association.

2. Provide a Safety Data Sheet (SDS) for each item on the HM list.

3. Typical examples of hazardous materials used on the job site include, but are not limited to:

E. Petroleum based liquids/gases (gasoline, kerosene, diesel, propane, butane, acetylene, etc.)

F. Explosives

G. Adhesives and glues

H. Shot charges for anchor systems

I. Volatile solvents (such as PVC cleaner and glues, paint thinners)

J. Non-water based paints.

K. Liquid sealants

L. Epoxies and coating systems

M. Acidic or Alkali cleaners

The KTR shall establish a construction-specific HM storage location that fully complies with federal, state, and local environmental regulations. Materials issued shall be tracked for quantities used. Unused materials shall be inventoried and removed from the ILANG installation prior to close-out of the contract or expiration date of the HM. Reports of materials delivered, used, and removed from the installation shall be submitted to the KO monthly and prior to contract close-out.

The KTR shall comply with all federal, state and local environmental standards.

The KTR shall accompany the COR and the installation Environmental Manager (EM) on project close-out inspection to ensure all used and unused HM has been removed from the installation. This requirement shall not be a punch list item and must be accomplished prior to the government accepting beneficial occupancy of the facility or construction item. (See Attachment Y.)

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

DEFINITIONS

Inert fill: A permitted facility that accepts inert waste such as asphalt and concrete exclusively.

Inert solids/inert waste: Non-liquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality standards and does not contain significant quantities of decomposable solid waste.

Inert backfill site: A location other than inert fill or other disposal facility, to which inert materials are taken of the purpose of filling an excavation, shoring, or other soils engineering operation.

Class III landfill: A landfill that accepts non-hazardous waste such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations.

Construction and Demolition (C&D) debris: Includes all non-hazardous materials and solid waste resulting from construction, remodeling, alterations, repair, and demolition operations. This term includes asphalt concrete, Portland concrete cement block, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tiles, carpeting, plastic pipe, and steel. The term also includes rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

REQUIREMENTS

The KTR shall implement a recycling program that includes separate collection of waste and recyclable materials. Based upon contract plans and drawings, the KTR shall estimate the quantities of available materials for recycling. Recyclable materials to be recovered shall include but not limited to the following:

4. Asphalt

5. Concrete, concrete block, slump stone, and rocks
6. Dirt
7. Drywall
8. Metal, ferrous and non-ferrous
9. Wood wastes
10. Green wastes (i.e. trees, bushes, grass trimmings)
11. Miscellaneous construction wastes (i.e. red clay brick, corrugated cardboard)

HAULING

KTR is responsible for arranging collection by or delivery to the appropriate recycling center or transfer station that accepts construction and demolition waste for purpose of recycling. Prior to delivering materials, KTR shall familiarize itself with the specifications for acceptance of construction and demolition materials at recycling facilities or transfer stations.

RECYCLING AND DISPOSAL COSTS

The KTR shall retain revenues or other savings obtained from recycling or re-using materials unless otherwise stated on the Drawings or in the Specifications. The KTR shall dispose of non-marketable materials from processing recyclable materials at an off-base facility; to include any recyclable materials rejected for any reason.

RECYCLING CENTERS

KTR may choose to use any approved/licensed recycling center.

SUBMITTALS

The KTR shall provide the weight of all materials salvaged, recycled, and disposed during the performance of the project. The format of this report is provided in Attachment Z. This report shall be submitted to the Environmental Manager, 183 WG/EM, no later than five (5) working days following the completion of the project.

ATTACHMENT X

CONTRACTOR HAZMAT IDENTIFICATION FORM

Attach MSDS for Each Product

Product Name
_____

Product Manufacturer
_____

Individual Container Size: _____ Total Quantity Used Over The Contract: _____

(5 gal pail,50 lb bag, etc.) (100 pails,20 bags,etc.)

Product Use (describe):

Waste Generated by Material Use and How Waste Disposed:

Product Name
_____

Product Manufacturer
_____

Individual Container Size: _____ Total Quantity Used Over The Contract: _____

(5 gal pail,50 lb bag, etc.) (100 pails,20 bags,etc.)

Product Use (describe):

Waste Generated by Material Use and How Waste Disposed:

Product Name

_____

Product Manufacturer

_____

Individual Container Size: _____ Total Quantity Used Over The Contract: _____

(5 gal pail,50 lb bag, etc.) (100 pails,20 bags,etc.)

Product Use (describe):

Waste Generated by Material Use and How Waste Disposed:

ATTACHMENT Y

Contractor HM Identification Form

(Close Out Procedures)

Contractors will accompany Environmental on close out inspection to ensure all used/unused HM was removed from base.

Close out Signatures: Date:_____

ENV_____

Contracting Officers Representative_____

Contractor_____

183WG Form 50, July 2001, (Part II)

ATTACHMENT Z

Summary of Solid Waste Disposal and Diversion

Project Title: _____

Project #: _____

Type of Material	(a) Disposed in Class III Landfills (tons)	(b) Recycled (tons)	(c) Disposed in Inert Fills (tons)	(d) Taken to Inert Backfill Site (tons)
ASPHALT Name of Facility/ Site Where Taken:				
CONCRETE Name of Facility/ Site Where Taken:				
DIRT Name of Facility/ Site Where Taken:				
DRYWALL Name of Facility/ Site Where Taken:				
METALS Name of Facility/Site Where Taken:				
WOOD WASTES Name of Facility/ Site Where Taken:				
GREEN WASTES Name of Facility /Site Where Taken:				
MISCELLANEOUS CONSTRUCTION WASTES Name of Facility/ Site Where Taken:				
Total:				

Company Name: _____

Name of Person Completing Form: _____

Signature: _____

Report Period: **From:** _____ **To:** _____