

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W912JB-10-D-4004	2. DELIVERY ORDER/ CALL NO. BR01	3. DATE OF ORDER/CALL (YYYYMMDD) 2014 Aug 29	4. REQ./ PURCH. REQUEST NO. 0010544058-0001	5. PRIORITY
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6. ISSUED BY INSTAL & VEHICLE SUP CONTRACTING DIV 6501 E. 11 MILE ROAD WARREN MI 48397-5000	CODE W56HZV	7. ADMINISTERED BY (if other than 6) INSTAL & VEHICLE SUP CONTRACTING DIV LAUREN DEROCHE CCTA-HDC-DIMS 350 LAUREN.R.DEROCHE.CIV@MAIL.MIL WARREN MI 48397-5000	CODE W56HZV	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR SITE DEVELOPMENT, INC. JOHN R. HOUSER 30850 STEPHENSON HWY MADISON HEIGHTS MI 48071-1614	CODE ODUN2	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS Net 30 Days	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				

14. SHIP TO IMCOM KAREN CARNAGO KAREN E. CARNAGO IMNI-PWF KAREN.E.CARNAGO.CIV@MAIL.MIL WARREN MI 48397-5000	CODE W56JK7	15. PAYMENT WILL BE MADE BY DFAS-INDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800	CODE HQ0490	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein. REF:

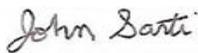
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE

See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: 586-282-6524 EMAIL: john.m.sarti2.civ@mail.mil BY: JOHN SARTI		25. TOTAL	\$95,494.89
			26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
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36. I certify this account is correct and proper for payment.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
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<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	31. PAYMENT	34. CHECK NUMBER
		35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W912JB-10-D-4004	2. DELIVERY ORDER/ CALL NO. BR01	3. DATE OF ORDER/CALL (YYYYMMDD) 2014 Aug 26	4. REQ / PURCH. REQUEST NO. 0010544058-0001	5. PRIORITY
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9. CONTRACTOR SITE DEVELOPMENT, INC. LEONARD THEISEN 30850 STEPHENSON HWY MADISON HEIGHTS MI 48071-1614	CODE 0DUN2	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS	13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15

14. SHIP TO IMCOM KAREN CARNAGO KAREN E. CARNAGO IMNI-PWF KAREN.E.CARNAGO.CIV@MAIL.MIL WARREN MI 48397-5000	CODE W56JK7	15. PAYMENT WILL BE MADE BY DFAS-INDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800	CODE HQ0490	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
			Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA / LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA	TEL:	25. TOTAL	\$95,494.89
		EMAIL:	26.	
		BY:	CONTRACTING / ORDERING OFFICER	

27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
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36. I certify this account is correct and proper for payment.				
a. DATE (YYYYMMDD) 8/28/14	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 			
		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER	35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. SR ACCOUNT NO	42. SR VOUCHER NO.
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Install Dewatering System FFP The contractor shall provide for the furnishing of all plant, labor, material, equipment, appliances, and supervision necessary to complete the entire project in accordance with the task order requirements for "Install Dewatering System". Reference Section C, Section H, Scope of Work and drawings DTA000513 dated 06 June 2014. Payment and Performance Bonds required. Wage Determination (Macomb County) General Decision Number MI140091 08/15/2014 applies. For invoicing instructions, see clause 52.232-4007, Wide Area Work Flow. FOB: Destination PURCHASE REQUEST NUMBER: 0010544058-0001 FOB: Destination PURCHASE REQUEST NUMBER: 0010544058-0001	1	Job	\$95,494.89	\$95,494.89
				NET AMT	\$95,494.89
	ACRN AA CIN: GFEB001054405800001				\$95,494.89

Section C - Descriptions and Specifications

DESCRIPTIONS AND SPECIFICATION

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

DESCRIPTIONS AND SPECIFICATION INDEX

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- C.6. CONTRACT DATA REQUIREMENTS LIST
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- C.8. REPORT OF ERROR AND DISCREPANCIES
- C.9. AMBIGUITY/CONTRACT INTERPRETATION
- C.10. DESIGNATION OF GOVERNMENT REPRESENTATIVES
- C.11. COMPLIANCE WITH STATE AND FEDERAL LAWS AND REQUIREMENTS
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- C.13. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS
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- C.17. LAYOUT AND GRADES
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- C.30. TEMPORARY UTILITIES
- C.31. HOT WORK PERMITS
- C.32. WEATHER PROTECTION AND TEMPORARY HEATING
- C.33. CUTTING AND REPAIRING
- C.34. DAMAGES AND REPAIRS
- C.35. SITE CLEAN UP
- C.36. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- C.37. CONTRACTOR QUALITY CONTROL
- C.38. QUALITY CONTROL ORGANIZATION

C.1. GENERAL

C.1.1. The contractor shall furnish, upon receipt of an individual Task Order award, all materials, supplies, tools, parts (to include system components), supervision, engineering review and design, transportation, quality control, management, and labor necessary to perform all work in strict accordance with the specifications and technical criteria listed in each task order. The contractor's work and responsibility shall include all contractor planning, programming, administration, and management necessary to provide all repair and construction and related services as specified in each individual task order. The contractor may be required to meet compressed schedules, to deal with emergency or urgent requirements. The site location for performance will be identified in each Task Order. Work will vary from site to site and will require extensive knowledge of the functional operation relating to the efficient use of the facility, equipment, and facility support systems, and building structures. Since the facilities may be in operation, the contractor will be required to minimize interference with the daily operation of the facilities.

C.1.2. The work shall be conducted by the Contractor in strict accordance with the Unified Facilities Criteria (UFC), Army Regulations (AR), the Unified Facilities Guide Specifications (UFGS), the International Building Code (IBC), the Architectural Barriers Act (ABA), the National Fire Protection Association (NFPA) standards, the American National Standards Institute (ANSI) standards, the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) standards, Michigan Occupational Safety & Health Administration (MIOSHA), Michigan Department of Environmental Quality, Michigan Department of Labor and Economic Growth, Macomb County Public Works Office, and all other Federal, state, and local laws, regulations, codes, standards, and directives. The compliance with codes and regulations shall be based on the most stringent requirements, in case there is a conflict between any two codes or any two regulations. The Contractor shall remain abreast of any changes in laws, regulations, codes, standards, and directives which impact these facilities. The UFC and UFGS are available at the Whole Building Design Guide (WBDG) website (<http://dod.wbdg.org/>). UFGS Specification Section 01 42 00 *SOURCES FOR REFERENCE PUBLICATIONS* includes a list of standards publishing organizations and contact information.

C.1.3. The contractor shall minimize environmental pollution and damage or potential damage that may result from their operations. Environmental resources within the project boundaries and those affected outside the limits of work shall be protected for the duration of the contract. The Contractor will be responsible for work delay resulting from failure to comply with environmental laws and regulations. Failure to comply with environmental requirements is not grounds for an equitable adjustment. The contractor shall confine all activities to areas defined by the design drawings and specifications. The contractor shall be responsible for the actions of all subcontractors to ensure they adhere to all environmental requirements. The Army's goal is to have no enforcement actions at any installation. The contractor's actions and support are absolutely essential to achieve this goal at on the United States Army Garrison-Michigan (USAG-DTA). In the event the USAG-DTA is issued an enforcement action, the contractor shall be liable for the cost of all fines and penalties resulting from the violation of any laws due to their actions or failure to perform in accordance with (IAW) Federal, State or local environmental requirements. Also, the contractor shall be responsible to reimburse the Government for all expenses incurred because of the receipt of any enforcement actions. The contractor is responsible to insure that all subcontractors adhere to all environmental requirements. The contractor shall notify the Contracting Officer or Contracting Officer's Representative (COR) if any actual environmental issues are encountered or potential environmental issues may be encountered.

C.2. TASK ORDER COMPETITION

C.2.1. Individual Task Order awards (Task Order) will be based on competitive proposals received exclusively from MA IDIQ contract contractors.

C.2.2. All eligible MA IDIQ contract contractors will be provided a fair opportunity to be considered for each Task Order under this contract unless a statutory exception from FAR 16.505(b)(2) applies.

C.2.3. The Contracting Officer will exercise broad discretion in determining if a contractor is eligible for the award of a project. The Contracting Officer may consider such factors that the Contracting Officer, in the exercise of sound business judgment, believes are relevant to the placement of orders.

C.2.4. The Government reserves the right to undertake performance by Government forces, for the same type or similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

C.3. TASK ORDER REQUEST FOR PROPOSAL (TASK ORDER RFP)

C.3.1. Issuance of Task Order RFP. When the Government requires work under the MA IDIQ contract, a Task Order RFP will be issued, as appropriate. Depending upon the requirements, the offeror will provide a price proposal and various non-priced proposal volumes in response to each Task Order RFP.

C.3.2. Notification of Task Order RFP. Notifications will be sent via e-mail. MA IDIQ contract contractors shall keep an up-to-date e-mail address on file with the Contracting Officer at all times. Backup addresses are encouraged. Upon notification of a Task Order RFP, the contractor shall acknowledge receipt of the offering by return e-mail. No other means of notification will be used. The Government will not be responsible for lack of notification(s) for contractors who fail to maintain current e-mail addresses or acknowledge offerings.

C.3.2.1. In the event an offeror is unable to submit a proposal in response to a Task Order RFP, the contractor shall notify the Contracting Officer, or the Contract Specialist identified within the Task Order RFP, via e-mail.

C. 3.3. Task Order RFP Format. The Task Order RFP shall contain the following information:

1. Date of Issuance
2. Project Title and Description
3. Magnitude of the Project
4. Plans and Specifications
5. Performance Period
6. Bonding Requirements
7. Liquidated Damages
8. Wage Determination
9. Site Visit Information
10. Basis for Award
11. Proposal Due Date
12. Proposal Form
13. Any other pertinent data determined appropriate by the Contracting Officer

C.3.4. Plans and Specifications. The offeror will be provided an electronic copy of the Statement of Work (with pertinent supplemental specifications and construction drawings as applicable) upon issue of each Task Order RFP. All reproduction shall be at the contractor's expense.

C.3.4.1. Design Standards & Guides. The design, construction, and operation of facilities shall meet the Detroit Arsenal Installation Design Standards and the Installation Design Guide, Attachment 002.

C.3.4.2. Default Specifications. The Unified Facilities Guide Specifications (UFGS) are the Default Specifications for the MA IDIQ contract and all Task Orders. Specification paragraphs and subparagraphs shall not be rewritten by the contractor which lessens the quality of the original technical specification sections, unless otherwise noted in the Task Order RFP. The UFGS specifications describe the type and quality of material and installation normally acceptable for United States Army construction and often represent specific agreement between the Government and the applicable industry. The provisions of the technical specifications shall not be changed without justification. If bracketed choices are not selected by the Government in the Task Order RFP, then the contractor shall edit the choice. Contractor editing of UFGS specifications shall not lessen the quality

of the UFGS unless the contractor provides the Contracting Officer documentation as to why the standards established by the UFGS sections cannot be met and the Contracting Officer approves.

C.3.4.3. Design-Build. The Government may request that each offeror submit their technical and/or managerial approach, if necessary, and price estimate in response to a Task Order RFP for Design-Build projects. See Section C.4 further information.

C.3.4.4. Design-Bid-Build. The Government may request that each offeror submit their price estimate in response to a Task Order RFP for Design-Bid-Build projects. The Government will develop project design drawings and technical specifications for Design-Bid-Build projects. The contractor shall provide construction based on the Government prepared design. Certain aspects of Design-Bid-Build projects may require contractor design services as specified in the Task Order RFP. Required contractor design services for Design-Bid-Build projects may include fire protection design, structural design, or any other design specified in the Task Order RFP.

C.3.5. Alternate Proposals. Offerors shall specifically identify all deviations from the minimum Task Order RFP requirements in a cover letter in a section entitled "Deviations." This requirement applies for all proposal revisions. If an alternate is proposed, the work as specified in the solicitation must also be priced. All proposed alternates shall be specifically addressed and expanded upon in proposal submissions to include separate pricing information.

C.3.6. Site Visits. Upon issuance of the Task Order RFP, a site visit will be scheduled. Offeror's attendance at site visits is considered vital to preparation of competitive and cost-effective offers, and to understand the total requirements desired by the Government. In some cases, a site visit may be determined mandatory for an offeror to submit a proposal. Such requirement will be stated in the Task Order RFP. Failure to attend site visits may not be used as an excuse for omission or miscalculation in offers, nor will it preclude an offeror from competition. Site visits are considered a normal cost of doing business and no additional task orders or compensation will be made.

C.3.7. Evaluation Method and Procedures. The Contracting Officer, in making decisions in award of any Task Order, may consider factors such as price only or best value as stated within the Task Order RFP. Best value may include such factors as Past Performance, quality, timeliness, or other factors that the Contracting Officer determines to be relevant to award a particular Task Order RFP. The primary non-cost factors and price factors will vary depending on the unique requirements for each Task Order RFP. The Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered. Each Task Order RFP will describe the criteria to be utilized in evaluating Task Order proposals.

C.3.7.1. Construction Cost Estimate Breakdown. Offeror shall thoroughly complete a Construction Cost Estimate Breakdown spreadsheet that will be provided with a Task Order RFP. The purpose of the spreadsheet is to provide a standard format by which the Offeror submits to the Government a summary of incurred and estimated costs suitable for review and analysis.

C.3.8. Price Estimates. The contractor shall submit a price proposal in accordance with the policies and procedures stated in the Task Order RFP. The price proposal submitted must show costs summarized according to the latest edition of Construction Specifications Institute (CSI) MasterFormat work breakdown structure (as applicable to the RFP). The Division Number/Title and the Line Numbers shall be in accordance with the latest edition of CSI MasterFormat. Each Line Number shall be listed utilizing CSI MasterFormat to the maximum extent possible. All Division 01 GENERAL REQUIREMENTS shall be shown as individual line items as direct costs in the cost proposal. All bid options/CLINS shall be provided in this format on separate cost proposal work sheets.

C.3.9. Receipt of One Proposal. If only one proposal is received in response to a Task Order RFP, the Government may award the project based on the bid price received, may elect to conduct negotiations with the single bidder, or cancel the project.

C.3.10. Discrepancies in the Evaluation of Offers. For the purpose of initial evaluation of offers proposed for Task Orders, the offeror will be notified of a potential mistake in a proposal by letter. Arithmetic discrepancies found on the face of a Construction Cost Estimate Breakdown submitted by the offeror may be corrected for: (1) Obviously misplaced decimal points (2) Discrepancy between unit price and extended price (3) Apparent errors in extension of unit prices; (4) Apparent errors in addition of lump-sum and extended prices.

C.3.10.1. For purposes of price evaluation, the Government will proceed that the offeror intends the proposed price to be evaluated on basis of the unit prices and the totals arrived at by resolution of arithmetic discrepancies as provided above.

C.3.11. Proposal Due Date. The due date and time for submission of the offeror's proposal will be set in the Task Order RFP. Offerors shall submit a proposal in accordance with requirements stated in the Task Order RFP.

C.3.12. Davis Bacon. The prevailing Davis Bacon Wage Determination shall be included into each Task Order RFP per FAR 22.404, "Davis-Bacon Act wage determinations." Offerors shall be notified of any changes to the prevailing Davis Bacon Wage Determination before the issuance of Task Orders.

C.3.13. Reimbursed Expenses. Offerors will not be reimbursed for proposal preparation, attendance during negotiations, site visits, or other pre-Task Order RFP costs.

C.4. TASK ORDERS INCLUDING DESIGN AND CONSTRUCTION SERVICES

C.4.1. Procedures for Design-Build Projects. A Task Order RFP may be issued with the amount of funds available for design and construction including a Statement of Work, design criteria and/or project book, or concept design. The MA IDIQ contract contractors may be requested to submit a concept design along with a price proposal. The Task Order will be issued as a Firm-Fixed-Price contract for design and construction. It is the MA IDIQ contract contractor's responsibility to design the project so that it can be constructed within the fixed price contract value. Failure to do so is at the contractor's risk. Contractors may be required to complete the design among subcontractors and submit a detailed proposal for construction (e.g., breakdowns for labor, equipment, and materials).

C.4.2. Disqualification. The Contracting Officer may disqualify a contractor's proposal if the Contracting Officer deems the concept design, when required, is insufficient for the Government to evaluate the contractor's proposal.

C.4.3. Limitation on Payment for Design Services. If it should be necessary to terminate a Task Order for convenience that includes design, for any reason, prior to completion, the Government will pay the contractor a fair and reasonable price for the design services performed and delivered to the Government. However, such payment will not exceed a sum greater than the amount allowable pursuant to 10 USC 4540 regardless of the actual costs the contractor may be able to substantiate.

C.4.4. Design Reviews. Review(s) of the design will be accomplished in accordance with the Statement of Work for each Task Order. The contractor is responsible for submitting the number of copies to the addresses identified when review is not accomplished at the contractor's office.

C.4.4.1. Design Review Time. The time required by the Government to review submissions made during design reviews will be established within the Task Order RFP. The review periods, as established in the Task Order RFP schedule, are the maximum anticipated periods required. Over-the-shoulder reviews may be used if necessary to expedite the review design process.

C.4.4.2. The contractor is responsible for incorporation of review comments within the time scheduled in the Task Order RFP.

C.4.5. The design of architectural, structural, HVAC, plumbing, electrical, communications, fire protection, civil,

or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia. All plans shall be sealed by the review professional. The contractor shall identify the Designer of Record for each area of work, also to be indicated in the Design Quality Control Plan. One Designer of Record may be responsible for more than one area. All areas of design disciplines shall be accounted for by a listed, State Certified Designer of Record. The Designers of Record shall stamp, sign, and date each design drawing submitted under their responsible discipline for the 100 Percent Design; Corrected Final Design; and Released for Construction Design submittals. Designers of Record shall be employees of, or contracted directly by, the Prime contractor, or shall be an employee of an independent design firm that is contracted directly by the Prime contractor. Drawings, specifications, design analysis, and other design products shall be provided as stated in the Task Order RFP.

C.4.6. The Government shall have unlimited rights in all drawings, designs, specifications, notes and other works developed in the performance of a Task Order, including the right to use on any other Government design or construction without additional compensation to the contractor. The contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The contractor for a period of three years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

C.4.7. All designs, drawings, specifications, notes, and other works developed in the performance of Task Orders shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C.201(b). With respect thereto, the contractor agrees not to assert or authorize others to assert any rights nor establish any claim under design patent or copyright laws. The contractor for a period of three years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the contractor shall have the right to retain copies of all works beyond such period.

C.4.8. A Design-Build project may include a source selection based on requirements for Technical, Past Performance, and Price Proposals. The contractor is responsible for the form, fit, and function of the project. A Task Order award will be made to the offeror proposing the best value to the Government in accordance with the evaluation elements specified in the Task Order RFP.

C.4.9. Proposed Enhancements/Betterment. The minimum requirements of the contract are identified in the Task Order RFP. All enhancements/betterments offered in the proposal become a requirement of the awarded Task Order.

C.4.9.1. "Enhancement" or "Betterment" is defined as any component or system that exceeds the minimum requirements stated in the Task Order RFP. This includes all proposed enhancements/betterments listed in accordance with the "Proposal Submission Requirements" of the Task Order RFP, and all Government identified enhancements/betterments.

C.4.9.2. "Government identified enhancements/betterments" include the enhancements/betterments identified on the "List of Accepted Project Enhancements/Betterments" prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other enhancement/betterments identified in the accepted Proposal after award.

C.4.10. Responsibility of the Contractor for Design. The contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the contractor under this contract. The contractor shall, without additional compensation, correct or revise any errors or deficiency in designs, drawings, specifications, and other non-construction services. Neither the Government's review, approval or acceptance of, nor payment for, the services required under contract shall be construed to operate as a waiver of any rights under contract or of any cause of action arising out of the performance of a contract. The contractor shall be and remain liable to the Government

in accordance with applicable law for all damages to the Government caused by the contractor's negligent performance of any of the services described under contract. The rights and remedies of the Government provided for under contract are in addition to any other rights and remedies provided by law.

C.4.11. Notice to Proceed (NTP). After receipt of the NTP, the contractor shall initiate design, comply with all design submission requirements, and obtain Government review of each submission. No construction may be started until the Government reviews the final design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer or COR will notify the contractor when the design is cleared for construction by issuing a Released for Construction letter. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the contract.

C.4.12. If the Government allows the contractor to proceed with limited construction based on pending minor revisions to the reviewed final design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

C.4.13. Constructor's Role During Design Process. The contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements. In addition to the typical required construction activities, the contractor's involvement includes actions such as: ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction Quality Control program with the design Quality Control program, and maintaining and providing the design team with accurate, up to date redline and as-built documentation. The contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

C.4.14. Sequence of Design-Construction (Non-Fast Track). After receipt of the NTP, the contractor shall initiate design, comply with all design submission requirements and obtain Government review of each submission. No construction may be started until the Government reviews the final design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer or COR will notify the contractor when the design is cleared for construction by issuing a Released for Construction letter. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Task Order.

C.4.15. Sequence of Design-Construction (Fast Track). After receipt of the NTP, the contractor shall initiate design, comply with all design submission requirements as covered in the Project Book, and obtain Government review of each submission. The contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for beginning construction. The Contracting Officer will notify the contractor when the design is cleared for construction by issuing a Released for Construction letter. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Task Order. If the Government allows the contractor to proceed with limited construction based on pending minor revisions to the reviewed final design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted, and are satisfactory to the Government.

C.4.16. No payment will be made for any in-place construction until all required submittals have been made, reviewed, and are satisfactory to the Government. Pending minor revisions to the reviewed final design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

C.5. TASK ORDER AWARD

C.5.1. Contract Type. The Task Order will be Firm-Fixed-Price.

C.5.2. Issuing Authority. The Contracting Officer is designated as issuing authority for Task Orders placed against the MA IDIQ contract.

C.5.3. Task Order Issuance. Task Order awards will be issued on DD Form 1155 and will be sent via e-mail. Upon award of a Task Order, the contractor shall acknowledge receipt of the Task Order.

C.5.4. Options. When option line items are included in the Task Order RFP, the Government will evaluate offers for the purpose of awarding task orders by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

C.5.5. Task Order Format. Each Task Order shall contain the following information:

1. Effective date of Task Order.
2. Contract number and Task Order number.
3. Task Order price, delivery and performance data.
4. Accounting and appropriation data.
5. Wage Determination.
6. Bonding Requirements.
7. Liquidated damages.
8. Scope of Work.
9. Drawings, if applicable.
10. Any other pertinent data determined appropriate by the Contracting Officer.

C.5.6. Bonding Requirements. Payment and performance bonds, if applicable shall be provided to the Contracting Officer within five calendar days after award.

C.5.7. Pre-Construction Meeting and Notice to Proceed. After receipt of acceptable performance and payment bonds, if required, a pre-construction meeting will be held prior to **any** start of work. A NTP agreement will be issued by the Contracting Officer and shall be signed by an official of the company authorized to sign contracts and related material. The contractor shall promptly commence the work specified and in accordance with the provisions contained herein.

C.5.8. Contractor Responsibility. The contractor will be held responsible for all requirements described in the contract documents and all work including that of his subcontractors, if any, shall be done in accordance with the contract documents. Failure to familiarize himself with their requirements will not relieve the contractor of this responsibility to comply.

C.5.8.1. The Contractor shall be responsible for fulfilling the requirements of all applicable parts of the specifications and drawings indicated in the Task Order. The Contractor shall also be responsible for meeting the following requirements:

C.5.8.2. The Contractor shall be required to prepare reports and correspondence as required by the Task Order. All correspondence shall reference the contract number and the title on all correspondence, including RFI's, submittals, E-mails.

C.5.8.3. The contractor shall furnish, upon receipt of a Task Order, all materials, supplies, tools, parts (to include system components), supervision, full and limited engineering, transportation, quality control, management, and labor necessary to perform all work in strict accordance with the specifications and technical criteria necessary to complete various maintenance, repair, alteration and new construction projects.

C.5.9. The Contractor's Site Supervisor and Government representatives shall hold weekly progress meetings for the duration of each Task Order.

C.6. CONTRACT DATA REQUIREMENTS LIST

C.6.1. Common Data Submittals and Frequencies. The frequency of submittals that may be required are listed below

TITLE OF DATA ITEM	FREQUENCY
Corporate Safety Plan	One time Generic Corporate Plan, 30 days after MA IDIQ contract award date
Site Specific Safety Plan	All Task Orders
Quality Control Plan	One time Generic Corporate Plan 30 days after MA IDIQ
Environmental Plan	One time Generic Corporate Plan, 30 days after MA IDIQ contract award and as required by Task Order.
Waste Management Plan	As required by Task Order
Soil and Erosion Plan	As required by Task Order
Dirt and Dust Control Plan	As required by Task Order
Design	As required by Task Order
Submittal Registry	As required by Task Order
Work Schedule	As required by Task Order
O&M Manuals	As required by Task Order
Training Plan	As required by Task Order
Equipment & Construction Warranties	As required by Task Order
Prepare As-Built Drawings	As required by Task Order
List of Equipment Installed	As required by Task Order
Warranty Management Plan	As required by Task Order

C.7. CONTRACT – ORDER OF PRECEDENCE

C.7.1. The contract between the Government and the successful offeror includes the standard contract clauses and schedules current at the time of solicitation issuance or modification by amendment. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any modifications during proposal evaluation or selection, and (2) the successful offeror's initial proposal and any subsequent revisions thereafter, as accepted by the Government. The material contained in the contract constitutes and defines the entire agreement between the contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of the agreement.

C.7.2. In the event of conflict or inconsistency between any of the provisions of the various portions of the solicitation, precedence shall be given in accordance with the clause at 52.215-8 Order of Precedence – Uniform Contract Format, as prescribed in FAR 15.209(h).

C.7.3. If there is a conflict between requirements specified in a Task Order and the Unified Facilities Guide Specifications (UFGS) then the requirements of the Task Order and Task Order RFP shall govern and shall be adhered to.

C.8. REPORT OF ERROR AND DISCREPANCIES

C.8.1. The contractor shall be responsible for any and all discrepancies in work due to failure to obtain dimensions and investigate conditions at the building before fabrication and installation.

C.8.2. The contractor shall bear all costs in replacing all materials and labor due to not observing the above paragraph and such replaced materials shall meet the approval of the COR.

C.8.3. The contractor shall promptly notify the Contracting Officer and COR in writing of any discrepancies.

C.8.4. Any proposed changes to the specifications by the contractor must be submitted in writing to the Contracting Officer and COR for approval prior to implementation.

C.9. AMBIGUITY/CONTRACT INTERPRETATION

C.9.1. It shall be the obligation of the contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein.

C.10. DESIGNATION OF GOVERNMENT REPRESENTATIVES

C.10.1. Contracting Officer. The Contracting Officer is the administrating representative of all Task Orders. The Contracting Officer is the sole individual with authority to obligate the Government, direct the contractor, and change contract terms and conditions.

C.10.2. Contracting Officer's Representative (COR). The Contracting Officer shall appoint a qualified COR. The COR is designated as the technical representative of the Contracting Officer for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under contract. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

C.11. COMPLIANCE WITH STATE AND FEDERAL LAWS AND REQUIREMENTS

C.11.1. The contractor, his employees, and his subcontractors are subject to, and shall abide by and comply with, all relevant statutes, ordinances, laws and regulations of the United States (including Executive Orders of the President) and any State (or other public authority now or hereafter in force). The contractor agrees to observe and comply with all applicable state and Federal requirements regarding social security, workman's compensation, unemployment insurance, and any other matters concerning employment applicable to the performance of a contract or rules, regulations, directions and order not inconsistent herewith as may from time to time be issued by the Government. The unilateral act of any Governmental body against any employee of the contractor for the violation of a state or Federal law or regulation shall not excuse the contractor from full compliance with the terms and conditions the contract.

C.12. CONTRACTOR STAFF AND EMPLOYEES

C.12.1. Contractor Information. Prior to the issuance of the first Task Order, MA IDIQ contract contractors shall provide the Contracting Officer with a telephone number, fax number, and e-mail address at which the contractor or their representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate action.

C.12.2. Staffing. The manpower and staffing requirements for work will vary. Work requirements are set forth herein. The contractor shall employ adequate manpower capabilities to perform the functions detailed in each Task Order.

C.12.3. Contractor's Quality Control Manager. The Contractor shall execute the work under the direction of a Contractor's Program Manager. All work shall be accomplished with adequate internal controls and review procedures that will eliminate conflicts, errors, and omissions and ensure the technical accuracy of all output. See Section C.37, "Contractor Quality Control" for further guidance.

C.12.4. Superintendence. The contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, at the work site while work is in progress, with authority to act. The contractor's superintendent is responsible for the overall production and quality of work on

the job. The superintendence shall maintain a physical presence at the site at all times and shall be responsible for construction and construction related activities at the site.

C.12.5. Supervision. The contractor's personnel shall, at all times, be under the supervision of the contractor and not Government personnel, whether uniformed or civilian and regardless of rank. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract. Such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.

C.12.6. Personnel. The contractor shall be responsible to employ and utilize only experienced journeymen overseeing certified apprentices in the field they are working and capable persons in the performance of work under contract. All employees must be citizens of the United States or authorized aliens and shall be able to furnish proof of citizenship if asked to do so by the Contracting Officer. Only authorized contractor personnel shall be admitted to the worksite at all times.

C.12.7. Removal of Personnel. The Contracting Officer may require the contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess, or use controlled substances at the worksite and those whose continued employment under this contract is inconsistent with the interest of military security.

C.12.8. Liability. The contractor hereby agrees to release the Government (to include its officer, enlisted personnel, agents, and employees) from any liability for any loss, damage, or injury sustained by the contractor or his employees during the performance of this contract. The contractor also agrees to indemnify the Government for any loss, damage, or injury to Government personnel or agents or other third parties, provided such loss to the Government is caused by the negligence of the contractor or his personnel while performing this contract.

C.13. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS

C.13.1. Any proposed minimum qualifications for (a) key personnel, (b) incoming or replacement key personnel, and (c) subcontractors will be incorporated into the contract resulting from this solicitation and shall be limited to individuals, qualifications, and firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitutions.

C.13.2. Personnel qualifications for all personnel working on a Task Order shall be in accordance with Unified Facilities Guide Specifications (UFGS) and shall also include the following requirements:

C.13.2.1. The Project Manager shall have a minimum ten years experience as a Project Manager on construction projects similar to this contract and similar in size and complexity. In addition, the Project Manager shall complete the course entitled "Construction Quality Management for Contractors" prior to the start of construction. For further information, contact the nearest United States Army Corps of Engineers (USACE) Construction Division Office.

C.13.2.2. The Superintendent shall have a minimum ten years experience as a Superintendent on construction projects similar to this contract and similar in size and complexity. In addition, the Project Manager and Superintendent shall complete the course entitled "Construction Quality Management for Contractors" prior to the start of construction. For further information, contact the nearest USACE Construction Division Office.

C.13.2.3. The Contractor's Quality Control (CQC) Manager shall have a minimum of ten years construction experience on construction projects similar to this contract and similar in size and complexity. In addition, the CQC Manager shall complete the course entitled "Construction Quality Management for Contractors" prior to start of construction. For further information, contact the nearest USACE Construction Division Office.

C.14. CONSTRUCTION SCHEDULING, WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

C.14.1. A weekly progress meeting will be held between the contractor, COR, and Contracting Officer, if necessary, to discuss work progress, problems and potential change orders. Contractors shall attend these meetings at no additional cost to the Government.

C.14.2. Prior to specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premise and buildings; space for storage of materials and equipment; delivery of materials and use of approaches, use of corridors, stairways, and similar means of passage.

C.14.3. Portable furniture in the immediate project area shall be moved by the contractor to a location designated by the COR and replaced to its original position, or an alternate location as determined by the COR, upon completion of the work. Schedules for movement of furniture and equipment and delivery of materials shall be incorporated in the progress schedule and shall be made with a minimum of interference to Government operations and personnel. So far as practicable, the work shall be completed by section and confined to limited areas. Coordination with the COR and the user activity shall be accomplished at least three days in advance.

C.14.4. For Task Orders with performance period of 60 calendar days or more, or at the direction of the COR, the contractor shall, within five days after the NTP, or another period of time determined by the COR, prepare and submit to the COR for approval, the practicable schedule showing the order in which the contractor proposes to perform the work, and the dates on which the contractor contemplates starting and completing the several salient features of work. Contractor shall submit the number of copies specified in the Task Order. If the number of copies is not specified in the Task Order, then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy of the entire submittal package (including the electronic digitally signed ENG Form 4025). The schedule shall be on an electronic Contract Progress Schedule or acceptable substitute. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule that does not reflect steady and reasonable progress throughout the construction period will be rejected. Weekly progress reports, contractor Progress Reports, are required for both the contractor and the COR covering the period from notice to proceed through final inspection.

C.14.5. The contractor shall provide a project schedule in Microsoft Office Project 2007 and Adobe Acrobat Portable Document Format (PDF) to define work tasks and track progress for all Task Orders. At least five calendar days prior to work initiation, the contractor is to provide the schedule usable with Microsoft Windows that is to include definition of rescues. Submit the number of copies specified in the Task Order. If the number of copies is not specified in the Task Order then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy and one electronic Microsoft Office Project 2007 format copy of the entire submittal package (including the electronic digitally signed ENG Form 4025). Additionally, the Microsoft Office Project 2007 schedule is to have a cost per task field for each task – this is commonly called line item cost. No work is to start until there is written approval from the COR that the plan is approved.

C.14.6. The contractor shall prepare a work progress schedule required for completion of each of the various divisions of work. Updated Microsoft Office Project 2007 schedules shall be provided by the contractor every two weeks (unless otherwise indicated in the Task Order or unless otherwise directed by the Contracting Officer, showing work progress, at the beginning of the workweek. If there are deviations from the original plan, those are to be noted and approved by the COR before work changes are implemented. The schedule shall be submitted to the COR, in the number of copies as directed prior to start of construction. The reports contemplated by the information herein titled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to "Contract Progress Schedule" and the "Contract Progress Report."

C.15. SUBMITTALS

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY

A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

C.15.1. General. The following guidance is to be followed for all construction related submittals. The contractor shall provide all submittals in strict accordance with UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*. The contractor shall follow all procedures specified in UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*. Submit the number of copies specified in the Task Order. If the number of submittal copies to be provided by the contractor is not specified in the Task Order, then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy of the entire submittal package (including an electronic digitally signed ENG Form 4025). Submittals which require hardcopy submission; such as samples, shall be provided in hardcopy format (one hardcopy of the submittal) and shall be provided with an accompanying electronic digitally signed Adobe Acrobat PDF copy of the ENG Form 4025 and a hardcopy of the ENG Form 4025. One electronic copy and one hardcopy shall be provided for all design submittals. Electronic copies of design submittals shall be provided in all formats specified.

C.15.2. MA IDIQ Contract Submittals. MA IDIQ contract submittals can be Government Approved or Information Only. MA IDIQ contract submittals are submittals that are generic in nature for all work under the MA IDIQ contract and shall be identified by the contractor (annotation of Basic Submittal in the remarks column of the ENG Form 4025) when providing the submittal register for approval in accordance with the submittal register requirements specified in UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*. MA IDIQ contract submittals shall be submitted within 30 days after MA IDIQ contract award date. The Contract Quality Control Plan, the Contract Safety Plan, and submittals required which impact the contract as a whole, are mandatory MA IDIQ contract submittals.

C.15.3. Task Order Specific Submittals. Task Order specific submittals can be Government Approved for Information Only. These submittals are identified in each specific Task Order and describe Task Order specific requirements of materials and/or procedures. Task Order specific submittals shall be available at time of negotiations (as applicable) and submitted for final approval within ten calendar days of notice-to-proceed for the respective Task Order. The contractor may request approval to use Task Order specific submittals as basic contract submittals.

C.15.4. Approved Submittals. The approval of submittals by COR shall not be construed as a complete check but will indicate only that the general method of construction, materials, detailing, and other information are satisfactory. Approval will not relieve the contractor of the responsibility for any error, which may exist, as the contractor under the CQC requirements is responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. After the COR has approved submittals, no re-submittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary. Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so signed and dated. Electronic copy of the submittal will be retained by the COR and a copy of the submittal will be returned to the contractor.

C.15.5. Disapproved Submittals. The contractor shall make all corrections required by the Contracting Officer and COR and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the contract clause 52.243-4, entitled "Changes" shall be given promptly to the Contracting Officer.

C.15.6. Withholding Payment. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

C.15.7. Submittal Execution.

C.15.7.1. The contractor, upon receipt of each Task Order and prior to beginning execution of any work on the project, shall submit shop drawings to the COR for approval.

C.15.7.2. The Contracting Officer shall have 14 calendar days after date of receipt in which to approve or reject the submittals.

C.15.7.3. The contractor shall include time for this submittal process in the project schedule.

C.15.7.4. If approved by the COR, each copy of the submittals will be identified as having received such approval by being so stamped and dated.

C.15.7.5. The contractor shall make all corrections required by the COR.

C.15.7.6. The approved drawings shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the contractor of the responsibility for any error that may exist, as the contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

C.15.7.7. Submittals shall be submitted to the address specified by the Task Order.

C.15.7.8. A Task Order will list each item of equipment and material for which submittals are required. The contractor shall fill in the date entitled "Required Submission Date" and return completed copies to the Contracting Officer for approval within ten calendar days after Task Order notice to proceed. The contractor shall submit the quantity of submittals specified in the Task Order. If the number of submittal copies to be provided by the contractor is not specified in the Task Order then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy of the entire submittal package (including the electronic digitally signed ENG Form 4025). Submittals which require hardcopy submission; such as samples, shall be provided in hardcopy format (one hardcopy of the submittal) and shall be provided with an accompanying electronic digitally signed Adobe Acrobat PDF copy of the ENG Form 4025 and a hardcopy of the ENG Form 4025. One electronic copy and one hardcopy shall be provided for all design submittals. Electronic copies of design submittals shall be provided in all formats specified. Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the Task Order. This submittal register, contractor's schedule dates, and the progress schedules shall be coordinated.

C.15.7.9. Transmittal Form (ENG Form 4025 or approved equivalent). The transmittal form ENG Form 4025, Attachment 003, shall be used for submitting both Government Approved and Information Only submittals in accordance with the instructions on the reverse side of the form. A reproducible form will be furnished to the contractor. All the heading blank spaces in the form identifying each item submitted shall be properly and completely filled out. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item. The contractor shall provide the transmittal form (ENG Form 4025) in electronic Adobe Acrobat Portable Document Format (PDF). The electronic ENG Form 4025 shall be digitally signed by the contractor. Submittals that require hardcopy submission shall be provided with the ENG Form 4025 in hardcopy format and electronic Adobe Acrobat Portable Document Format (PDF) that shall be digitally signed by the contractor.

C.15.8. Certification. The contractor is responsible for and shall certify that the submittals comply with contract requirements. For design-build construction, both the Contractor Quality Control System Manager and the Designer of Record are to stamp and sign to certify that the submittal meets contract requirements.

C.15.8.1. Drawings. Each drawing shall be not more than 28 inches high by 42 inches wide, with a USAG-DTA title. Title block shall contain subcontractors or fabricator's name, contract number, description of item(s), bid item number, and a revision block. The contractor shall submit the required number of prints of any type and CD copy in MicroStation format. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. The contractor shall ensure that information is

complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block. All drawings shall be submitted on a CD in MicroStation format and Adobe Acrobat Portable Document Format.

C.15.8.2 Printed Material. All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated.

C.15.8.3 Changes To Previous Submittals. It is the Government's intent to standardize equipment and materials utilized and installed. In the event the contractor desires to change materials or equipment previously submitted, the contractor must annotate the transmittal block of the ENG Form 4025 as "Change to previous transmittal number ", and forward the submittal for Government approval.

C.15.8.4. Processing of Government Approved Submittals. Submittals requiring Government approval shall be submitted as specified in this contract. Having a completed copy of ENG Form 4025 attached to it shall identify each copy submitted. Submittals will be reviewed and processed as stated in UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*.

C.15.8.5. Processing of Information Only Submittals. Copies of submittals that are submitted for information only shall be submitted prior to ordering of the material or equipment to the job site. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. ENG Form 4025 shall be marked as follows to identify the contractor approved submittals. An asterisk shall be placed in column "h" and the words "contractor approved information copy only" shall be placed in the remarks block of the form. Submittals will be monitored and spot checks will be made. When such checks indicate noncompliance, the contractor will be notified by the same method used for Government approvals. In the event the contractor requests evidence of Government receipt of submittals, an additional completed ENG Form 4025 shall be submitted (without attachments) which will be returned to the contractor to signify that the submittal has been received.

C.15.8.6. Transmittal Checklist. The following checklist is intended to aid in the preparation of ENG Form 4025 and related transmittals and is intended only as a partial summary of requirements stated elsewhere within this specification.

- a. DO NOT submit multiple 5-digit specification sections on one ENG Form 4025.
- b. Transmittal # 1 shall be the Submittal Register. Subsequent submittals shall be numbered sequentially as submitted except for re-submittals. Re-submittals must be related to the parent (original) transmittal, i.e. transmittal no. 2 re-submittal would be number 2A, etc.
- c. Government Approval; Submit the number of copies as specified in this contract for enclosures; each with ENG Form 4025 attached. Information only; submit the number of copies specified in this contract for enclosures, each with ENG Form 4025 attached.
- d. Break the submittal into items that can be reviewed independently. For a transmittal with more than 9 items use multiple sets of ENG Form 4025.
- e. Item numbers must be written on the enclosures and the ENG Form 4025.
- f. Only ONE copy with the information required by items 2 and 5 above should be collated by items into a booklet form.
- g. Enter the specification technical paragraph for each Item in column "e" on the ENG Form 4025.
- h. Identify the contract drawing number that applies, if applicable, in column "2" on ENG Form 4025.
- i. Variations shall be identified in Description of Material column on ENG Form 4025 and justified in the Remarks Block on the reverse of the form.
- j. Cross out inapplicable portions of submitted data or point to exact equipment being used on the project.

- k. Allow a minimum 14 calendar days for submittals requiring Government Approval. I. DIGITALLY SIGN the ENG Form 4025.

C.16. METHOD OF CARRYING ON THE WORK

C.16.1. All work under the contract shall be arranged and carried on in such a manner as to complete work in the least possible time. The contractor shall consult with the Contracting Officer and the COR as to methods or sequence of carrying on the work.

C.16.2. Activities in the vicinity of this project may be kept in full or partial operation during construction. The contractor shall coordinate with the COR and schedule construction activities.

C.17. LAYOUT AND GRADES

C.17.1. All lines and grade work not presently established at the site shall be laid out by the contractor in accordance with the drawings and specifications. The contractor shall maintain all established boundaries and benchmarks and replace as directed any which are destroyed or disturbed.

C.18. SCHEDULING OF PRE-FINAL AND FINAL INSPECTIONS

C.18.1. Notification for Pre-Final Inspection. The contractor and the Government will jointly conduct a pre-final inspection prior to any final inspection. Prior to requesting a pre-final inspection, the contractor shall inspect his work thoroughly and make required corrections. Request for the pre-final inspection shall be made in writing to the COR at least five calendar days prior to the desired date.

C.18.2. Pre-Final Inspection. Discrepancies noted will be furnished by the COR. The COR is responsible for furnishing a complete punch list, in writing, to the contractor. Items noted on the punch list will be completed prior to scheduling a final inspection.

C.18.3. As-Built drawings, real property data, warranties, O&M manuals, equipment list etc., shall be submitted as specified in the Task Order.

C.18.4. Notification for Final Inspection. When the contractor is ready for final inspection, he shall request so in writing to the COR or his duly authorized representative at least five calendar days prior to the desired date.

C.18.5. Final Inspection. The final inspection will be performed with the contractor by the COR, consultant team, and representative of the using activity. Discrepancies noted will be corrected within the time specified by the COR.

C.19. AS-BUILT RECORDS AND DRAWINGS, O & M MANUALS AND WARRANTY OF CONSTRUCTION

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

C.19.1. SUBMITTAL

PROCEDURES C.19.2. AS-BUILT

FIELD DATA:

C.19.2.1. General. The Contractor shall keep at the construction site a complete set of full size blue line prints or drawings/sketches, reproduced at Contractor expense. As-built drawings shall be provided in accordance with UFGS Specification Section 01 78 00 CLOSEOUT SUBMITTALS. During construction, these prints shall

be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all deletions, green to indicate all additions, and blue to indicate special information, coordination, or special detailing or detailing notes in accordance with UFGS requirements. The drawings shall show the following information:

C.19.2.1.1. The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

C.19.2.1.2. The locations and dimensions of any changes within the building or structure, and the accurate location and dimensions of all underground utilities and facilities.

C.19.2.1.3. Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.

C.19.2.1.4. Correct elevations if changes were made in site grading from the contract plans.

C.19.2.1.5. All changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the contractor.

C.19.2.1.6 The topography and grades of all drainage installed or affected as part of the project

construction. C.19.2.1.7. All changes or modifications from the design and from the final inspection.

C.19.2.1.8. These deviations shall be shown in the same general detail and quality utilized in the contract drawings. Marking of the full-size drawing shall be performed continuously during construction to keep them up to date. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-Built Field Data" and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer and a responsible representative of the contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

C.19.2.2. Submittal of the As-Built Drawings: As-Built Drawing submittal shall be submitted to the COR as specified in the Task Order. Redline as-built drawings shall be provided to the COR at the time of the pre-final and final inspections.

C.19.2.3. The contractor shall provide as-built drawings in MicroStation format and Adobe Acrobat Portable Document Format to the Government as specified in the Task Order. The CAD and Adobe Acrobat PDF drawings shall be as built and submitted to the COR for approval. The contractor shall also prepare as-built drawings for their own design-build drawings in MicroStation format, as specified in the Task Order, and shall incorporate all As-Built Field Data.

C.19.2.4. As-Built Contract Original Record Tracings:

C.19.2.4.1. Approved preliminary as-built drawings will be returned to the contractor. These drawings are part of the permanent records of this project and the contractor will be held responsible for their protection and safety until they are returned to the COR. Any drawings damaged or lost by the contractor shall be satisfactorily replaced in like medium, quality, and size as the originals at the contractor's expense.

C.19.2.4.2. As-Built drawings shall be provided in conformance with the U.S. National CAD Standard and the DPW Drawing Standard, Attachment 004. Additions and corrections to the construction drawings shall be in conformance with the U.S. National CAD Standard. The contractor shall provide as-built drawings in

MicroStation format in conformance with the U.S. National CAD Standard regardless of the software and standard in which the CADD drawings are provided to the contractor by the Government. Conversions and corrections to the drawings provided by the Government to the contractor shall be made by the contractor. Line work, line weights, lettering, layering conventions, and symbols shall be in conformance with the U.S. National CAD Standard. If additional drawings are required, they shall be prepared in MicroStation format and shall be in conformance with the U.S. National CAD Standard. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings.

C.19.2.4.3. All work by the contractor shall be done on files in MicroStation format. Translation of files to a different format, for the purpose of as-built production, and then retranslating back to the format originally provided, will not be acceptable unless the Government provided the files in AutoCAD format. If the Government provided drawings are in AutoCAD format then the contractor shall convert the files to MicroStation format and provide the drawings in MicroStation format. The Government will review final as-built drawings for accuracy and the contractor shall make all required corrections, changes, additions, and deletions.

C.19.2.4.4. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the contractor. All other contract drawings shall be marked in the bottom right-hand corner of each drawing either "AS-BUILT" drawing denoting no revisions on the sheet, or "REVISED AS-BUILT" denoting one or more revisions. Original contract drawings shall be dated in the revision block."

C.19.2.4.5. Approval and acceptance of the final as-built record drawings shall be accomplished before final payment is made to the contractor.

C.19.2.5. List of Equipment-In-Place

- a. Prior to the final acceptance inspection on a Task Order, the Contractor shall identify all new equipment and all equipment removed by submitting a completed Equipment Checklist, Attachment 005. Furthermore, the listing shall include the location of each item and nameplate date. This list shall be updated and kept current throughout construction, and shall be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the contractor prior to submission of each monthly pay estimate.
- b. Listing shall include: air conditioners, air handling units, condensers, fans, pumps, air compressors, transformers, unit heaters, regulators, direct current power supplies, latrine fixtures, motors, engines, motor or engine-driven equipment, cranes, drinking fountains, sinks, water coolers, generators, space heaters, water heaters, refrigerators, freezers, coolers, meters, gas detectors, humidifiers dehumidifier, air purifier, ovens, power units, fuel tanks, water tanks, elevators, welders, recorders, reels, scales, hydrants, intrusion detection equipment, fire detection and alarm equipment, emergency light sets, emergency eye wash, deluge showers, washers, dryers, dishwashers, bridge cranes, and like items of equipment.
- c. Final payment will not be made to the contractor until the Government has received and approved the listing.

C.19.2.6. Military Real Property Data – DD Form 1354. The DD Form 1354, Transfer and Acceptance of Military Real Property, Attachment 006, shall be provided electronically in Adobe Acrobat PDF format.

C.19.2.6.1. Contractors shall furnish real property data to the Government via DD Form 1354, or in a format prescribed on the DD Form 1354, of each new construction and/or renovation project awarded unless otherwise notified. The contractor is responsible for accuracy of data current up to the time of submission. For non-complex projects, projects where simple real property data is not anticipated (e.g., paving projects) or projects expected to be completed within 12 months, the contractor shall furnish this data 30 days prior to completion of

the project. Dependent upon the type of project and complexity of data required in certain cases, contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses.

C.19.2.6.2. For major renovation and complex projects or those expected to exceed 12 months, the contractor shall furnish real property data no less than on a quarterly basis. Frequency of submission shall be standard throughout the duration of the project. Contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses due to the volume of data required to be furnished. Upon completion of the project, the contractor shall furnish a final, comprehensive DD Form 1354.

C.19.2.6.3. The DD Form 1354 accounts for five percent (5%) of the total contract amount and therefore 5% must be shown on the DD Form 1354 or similar breakdown of costs submitted for payment purposes. Upon acceptance of data by the real property specialist, the contractor may invoice for submission of real property data.

C.19.2.6.4. For questions pertaining to the DD Form 1354, contractors should contact the COR. For construction data assistance, contractors may consult with the COR assigned to the project.

C.19.3. Operation and Maintenance Manuals

C.19.3.1 General. The contractor shall provide Operation and Maintenance (O&M) manuals for the complete facility as applicable under each Task Order, including all contractor furnished and installed equipment, systems and materials. O&M manuals shall be provided in accordance with UFGS Specification Section 01 78 23 *OPERATION AND MAINTENANCE DATA* and as specified in the Task Order. Included herein are requirements for compiling and submitting the O&M data. The O&M data shall be separated by facility into distinct systems and within each distinct system, further separated by the following disciplines: Mechanical, Electrical, Fire Protection, Security, and Architectural/General. The O&M manuals for any particular system shall include narrative and technical descriptions of the interrelations with other systems. This narrative shall include a description on how the system works with notable features of the system, including normal and abnormal operating conditions. The explanation of the system is to be short and concise with reference to specific manufacturer's equipment manuals for details. Provide overall system schematic with narrative for each discipline. If the quantity of material is such that it will not fit within one binder then it shall be divided into volumes, as required.

C.19.3.1.1. The O&M manuals shall be prepared for each individual facility of multi-facility projects.

C.19.3.1.2. The contractor shall provide the quantity of O&M manuals as specified in the Task Order. If the number of copies of O&M manuals is not specified in the Task Order, then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy of the entire submittal package (including the electronic digitally signed ENG Form 4025).

C.19.3.2. O&M Manual and Data Submittal: To establish and assure uniform O&M manual format, the contractor shall submit and receive COR approval on one complete system prior to submissions for remaining systems.

C.19.3.2.1. O&M data on equipment or systems shall be submitted so all data will be approved and bound in the O&M manuals in the required quantity by the time the project reaches 90 percent completion. Failure to furnish approved, bound manuals in the required quantity by the time the project is 90 percent complete, will be cause for the COR to hold or adjust the retained percentage in accordance with Contract Clause 52.232-5, "Payments Under Fixed Price Construction Contracts". For equipment or systems requiring personnel training, the final O & M data must be approved by the COR prior to the scheduling of the training. For equipment or systems requiring acceptance testing, the final O & M data must be approved by the COR prior to the scheduling of the testing.

C.19.3.3. Binders.

C.19.3.3.1. Construction and Assembly. Manuals shall be three ring binder, sliding posts or screw-type aluminum binding posts (three screws) with spine, but only one type shall be used for all manuals (per Task

Order). The manuals shall be hardback covered, cleanable, plastic, not over three inches thick and designed for 8-1/2 x 11 inch paper.

C.19.3.3.2. Marking. Each binder shall have the following information, as a minimum, printed on both the spine and cover; or printed on insert in plastic sleeve of notebook binder. BUILDING OR FACILITY NAME, IDENTIFICATION NUMBER (Building No.), LOCATION, AND SYSTEM (Mechanical, Electrical, etc.). Contractor's name and address as well as the contract title and contract number shall be printed on the inside of the front cover.

C.19.3.3.3. Color. Color of binder and markings shall be the option of the contractor except that: (a) labeling color shall contrast with binder color, and (b) colors shall be the same for all manuals on a particular Task Order.

C.19.3.3.4. Content. The O&M manuals shall be structured to address each of the following topics.

- a. Warning Page. A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.
- b. Index. Each manual shall have a master index at the front identifying all manuals and volumes and subject matter for each. Following the master index, each manual shall have an index of its enclosures listing each volume and tab numbers., as necessary to readily refer to a particular operating or maintenance instruction. Rigid tabbed flyleaf sheets shall be provided for each separate product, equipment, or system in the manual. All pages shall be numbered with the referenced number included in the index.

C.19.3.4. Warranties.

- a. The contractor shall warrant that work performed on a Task Order conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Government takes possession.
- b. The Contractor shall provide extended parts and labor warranties on all equipment, products, and items, including roofs, HVAC equipment, pumps, motors, transformers, fire protection and fire alarm equipment, lightning protection equipment, and all other equipment as specified in the Unified Facilities Guide Specifications (UFGS). In addition to submitting warranty information when specified in the Unified Facility Guide Specifications, all product warranty information shall also be provided at the time product data information is submitted to the Government for review. Parts and labor warranties shall be provided for the maximum duration specified in the Unified Facilities Guide Specifications for all products.

C.20. EVALUATION OF CONTRACTOR PERFORMANCE

C.20.1. The contractor's performance shall be evaluated upon completion of each Task Order of \$650,000 or more or termination of the contract per FAR 42.1502(e). Contractor's performance shall be evaluated using Construction Contractor Appraisal Support System (CCASS).

C.20.2. The Government reserves the right to evaluate Task Order performance under \$650,000 when determined to be in the best interest of the Government. For Task Orders under this MA IDIQ contract, the contractor's performance will be evaluated upon final inspection of each Task Order in excess of \$150,000. Interim evaluations for Task Order in excess of \$150,000 may be prepared at any time during contract

performance when determined to be in the best interest of the Government.

C.20.3. Any specific requirements for contract quality control and quality assurance by the Government personnel will be defined in Task Orders. The contractor will be rated in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety and environmental standards. The contractor will be notified of any rating entered into CCASS, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to all DoD Contracting Officer's for their future use in determining contractor responsibility.

C.21. DIVISION OF WORK

C.21.1. The various divisions of the specifications shall not be considered as negotiations of the material and labor involved. The arrangement and order of these divisions have been made for convenience only, and it is not the intent, nor shall it be so construed, a particular trade or subcontractor must perform that work included in any one division.

C.21.2. Any item mentioned under any division heading must be supplied even though it is not specified under the heading for the respective work, but is shown on the drawings. No claims for extras arising out of real or alleged error in such arrangement or order of the various divisions will be given consideration.

C.21.3. The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

C.22. CONTRACTOR RESPONSE

C.22.1. The contractor shall maintain an off-site location that will not hinder or prohibit the required response times. For non emergency situations, the contractor is required to respond to notification within two calendar days of such notification. For emergency situations, the contractor shall respond within 60 minutes of notification.

C.23. MATERIAL TESTING BY NATIONAL LABORATORIES

C.23.1. Electrical materials and equipment shall be new and bear the UL label or be listed in UL Electrical Construction Materials Directory or Electrical Appliance and Utilization Equipment Directory, wherever standards have been established by the agency.

C.23.2. The contractor shall submit proof that the material or equipment, which he proposes to furnish under this specification, conforms to the standards of Underwriters Laboratories. The label of Underwriters Laboratories (UL) shall be accepted as conforming to this requirement.

C.23.3. In lieu of the label, the contractor may submit a written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used.

C.24. TRANSPORTATION AND HANDLING

C.24.1. The contractor shall coordinate with suppliers and shippers to ensure incoming materials are properly identified with the contractor's name, contract number, and project title. The contractor shall designate an authorized individual to be available to receive shipment.

C.25. MISPLACED MATERIALS

C.25.1. Any material that is deposited elsewhere than areas designated as approved by the COR shall be re-handled and deposited where directed. No payment will be made for re-handling such material. The Contracting Officer will notify contractor of any noncompliance with the foregoing provisions.

C.26. STORAGE

C.26.1. No secure storage space will be provided by the Government. The Government will not be responsible for property belonging to or under the present control of the contractor. The contractor is to protect their materials. An unsecured, open area will be designated by the COR for storage of construction equipment and materials during the period covered by a Task Order.

C.26.2. The contractor shall construct such temporary sheds as they may require for the use of their workmen and as required for tool cribs and storage of all work on a Task Order. Temporary sheds shall be confined to the space assigned by the COR.

C.26.3. Sheds shall be of approved construction and wood floors, lighting, and heat shall be provided in all parts used by workmen. Exterior of sheds shall be painted, all parts maintained in good condition throughout the life of the contract, and at completion, all parts shall be removed and the premises shall be cleaned up.

C.26.4. Storage of supplies, materials, and equipment on the project site shall be accomplished in such a manner to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with the previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removal from the job site or for temporary storage until reuse shall be the responsibility of the contractor.

C.27. TELEPHONE AND COMMUNICATIONS SECURITY MONITORING

C.27.1. All communications with DoD organizations are subject to communication security (COMSEC) review. Contractor personnel will be aware telephone communication networks are continually subject to intercept by unfriendly intelligence organizations. The DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, civilian contractor personnel are advised any time they place a call to, or receive a call from, a U.S. Army organization, they are subject to COMSEC procedures. The contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DoD information.

C.28. UTILITIES

C.28.1. If it becomes determined by the government that Government-operated utilities (to be specified in the Task Order) are adequate they will be furnished to the contractor without charge where existing outlets are available. The contractor is responsible for installing temporary service outlets, as necessary, and charges will be made in accordance as determined by the Contracting Officer. Any expense incurred to gain access to these utilities shall be the responsibility of the contractor and all utilities shall be returned to their original configurations at the end of the each Task Order. No alterations to existing utilities shall be accomplished without the written permission of the COR.

C.28.2. The contractor shall notify the COR and obtain Fire Department approval prior to connecting to any base fire hydrant.

C.29. UTILITY AND OTHER BASE INTERRUPTIONS

C.29.1. If it becomes necessary to interrupt work activities in buildings or areas for construction purposes, permission to do so must be requested in writing to the COR at least 14 calendar days prior to commencing

work and shall be subject to COR approval. Written requests for street closing or parking impacts shall be submitted for approval to the Contracting Officer and COR at least 14 calendar days prior to closing the street.

C.29.2. Shutoff of utilities that will cause interruption of Government work operation as determined by the COR shall be accomplished during Government non-work hours or on non-work days of the Using agency without any additional cost to the Government.

C.29.3. The contractor shall communicate all vehicular, pedestrian, and utility interruptions in detail by submitting the Construction Impact Notification Form. A copy of the current Construction Impact Notification Form can be obtained from the COR upon request. The Directorate of Public Works (DPW) Chief of Engineering Plans & Services must have 14 calendar days notice from the contractor prior to permission being secured.

C.29.4 Work in connection with this contract which requires utility outages (electrical, water, gas, steam,.) which will close down or limit (as determined by the COR) normal activities in the building, construction area, or other affected areas, shall be performed by the contractor at a time other than regular working hours of the organization occupying the facility. Work required by the contractor on non-standard basis or at premium pay shall be done at no additional cost to the Government.

C.29.5. The contractor's progress schedule shall include preliminary listing of all proposed shutdown dates. Every effort shall be made to make all shutdowns as brief as possible and as limited in extent as possible.

C.30. TEMPORARY UTILITIES

C.30.1. The contractor shall provide all temporary utilities used for work under this contract including temporary lines and connections. The contractor shall remove all temporary lines and all temporary utilities at the completion of the work.

C.31. HOT WORK PERMITS

C.31.1. A hot work permit is required for all operations requiring ignition of a combustible. This permit is required prior to commencement of any hot work. To obtain permit call: 586-282-6448 (TACOM Reg. 420-8) or 586-282-6021. Any work within the confines of the installation, in or out of doors, that will produce sparks, flames, or heat will require the issuance of a hot work permit.

C.31.2. Hot work permits are issued on a day-to-day basis by the Detroit Arsenal Fire Inspectors. Each contractor requiring a permit must contact the Fire Station via the business numbers provided. Only the Prime contractor's superintendent or safety office will be issued a hot work permit.

C.31.3. After completion of an inspection of the work area a hot work permit will be issued. The contractor will be required to have the proper size and type fire extinguisher at the work site (contractors are not permitted to utilize the government fire extinguisher located in the building). The contractor responsible for the work being done will be required to sign the hot work permit.

C.31.4. After all hot work is completed for the day and a 60-minute cool down period (per EM 385-1) has been observed, the contractor must contact the DTA Fire Department to close the permit. The Fire Department will send a representative to re-inspect the work site. If all conditions are safe, the permit will be cancelled out.

C.31.5. All subcontractors shall adhere to the above requirements in order to maintain hot work permits.

C.31.6. WARNING: contractors shall not leave the job site without closing the permit. Failure to do so will result in no further hot work permits being issued to the contractor.

C.32. WEATHER PROTECTION AND TEMPORARY HEATING

C.32.1 The contractor shall provide and maintain weather protection as may be required to properly protect all parts of the structure from damage during construction.

C.32.2 The contractor shall be responsible for repairs and maintenance to the heating system or units during the period during progress of building construction and shall deliver same to the Government, at termination of such use, in perfect condition, cleaning out all air ducts and replacing all filters. Any temporary heating shall be at the expense of the contractor.

C.33. CUTTING AND REPAIRING

C.33.1. Unless otherwise specified hereinafter, the contractor shall do all necessary cutting, drilling, fitting, and patching of work and corresponding work that may be required to make several parts come together and fit it to receive, or be received, by work of other trades shown upon, or reasonably implied, by the drawings and specifications for the completed project.

C.33.2. The contractor shall be held responsible for all cutting, replacement, and repairing of work that is due to faulty workmanship and which is not specifically covered by specifications for trades which are affected. The contractor will also be held responsible for providing, without extra cost to the Government, any small incidental items which are not specifically mentioned in trade specifications, but which are necessary to complete the work in accordance with the drawings, and under the general understanding that the work, when completed, shall be a finished and workmanlike job.

C.34. DAMAGES AND REPAIRS

C.34.1. All damages by the contractor's operations shall be repaired or replaced, at the contractor's expense, as directed by the Contracting Officer. Any Government property damaged as a result of the work, materials, or operations of the contractor shall be restored at no additional expense to the Government.

C.34.2. All existing sidewalks, curbs, and pavement disturbed, broken, or removed or otherwise damaged by the contractor during performance of the work under this contract shall be replaced by the contractor at his own expense. Replaced sidewalks, curbs, and pavements shall be smooth, shall blend into the existing work, and shall not present depressions or humps.

C.35. SITE CLEAN UP

C.35.1. The contractor shall maintain the construction site in a clean and orderly condition. All refuse and salvage material shall be gathered and disposed of periodically to maintain the site in this condition. All roadways within the work area, or used by the contractor, shall be swept and vacuumed daily. The cleaning operation shall be accomplished with self-propelled sweepers equipped with pick-up devices. The method of cleaning and equipment employed shall be subject to the approval of the COR.

C.35.2. During and after periods of rain, this construction site may have a very high water table or areas of standing surface water. Dewatering techniques are a contractor's option; however, the COR shall approve the method prior to start of work to ensure compliance with environmental requirements and regulations.

C.35.3. Following completion of the work, the contractor shall clean the entire area from any debris and excess of misplaced material due to his operation and obtain COR approval of this finished work.

C.35.4. Cleanup and disposal of debris and fill materials:

C.35.4.1. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the COR. Upon completion of a project, the contractor shall insure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the Task Order or by the Contracting Officer, disposal of debris shall be made at the

contractor's expense and shall be delivered to a state approved disposal site located off Government property. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area.

C.35.4.2. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, and plaster shall be the responsibility of the contractor. Disposal shall be off USAG-DTA property unless otherwise stated within the Task Order.

C.35.5. Prior to acceptance of the facility and at such times as directed by the Contracting Officer, the contractor shall thoroughly clean all exposed surfaces of the building where work under this contract was completed. All protective coatings, except lacquers, shall be removed from finish surfaces and the finish surfaces shall be washed and cleaned. The contractor shall be held responsible for all damaged materials and at completion shall replace, at his own expense, all such damaged materials.

C.36. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

C.36.1. During the period 15 November through 15 April there may occur extended periods (periods in excess of 15 calendar days or more) where weather conditions exist which the Government determines are unsuitable for performance. In the event such conditions exist, the Government reserves the right to suspend performance by unilateral modification. Modification shall state the period of the applicable weather exclusion period and the adjusted contract completion date. Contract completion date will be adjusted by adding the number of exclusion days to the prior completion date. Weather exclusion periods shall be at no additional cost to the Government.

C.36.2. The following paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

C.36.2.1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

C.36.2.2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

C.36.2.3. The following schedule of monthly anticipated adverse weather delays is 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 all weather dependant activities.

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

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(16)	(12)	(07)	(05)	(04)	(04)	(04)	(04)	(04)	(04)	(05)	(11)

C.36.3. Upon acknowledgment of the NTP and continuing throughout the contract, the contractor will record on the daily QCQ report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

C.36.4. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in the previous month) shall be calculated chronologically from the first to the last day of each month, and shall be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated according to the paragraph above, the Contracting Officer may convert

any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and may issue a bilateral modification.

C.37. CONTRACTOR QUALITY CONTROL

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

C.37.1. General. The contractor is responsible for quality control and shall establish and maintain an effective quality control system in accordance with FAR 52.246-12, "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction and demolition operations, both on-site and off-site, and shall be keyed to the proposed sequence.

C.37.1.1. References. The following publications form a part of this specification to the extent referenced. The publications are referred to in the next by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (latest edition) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

ASTM E 329 (latest edition) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction.

C.37.2. Quality Control Plan. The contractor shall furnish for review by the Government, no later than 30 days after the award of the MA IDIQ contract, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the FAR 52.246-12, "Inspection of Construction". The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

C.37.3. Content of the Basic CQC Plan. The Basic CQC Plan shall be submitted to cover the intended CQC organization for the MA IDIQ contract (encompassing all Task Orders) and shall include the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three-phase control system (see Section C.38.7, Control) for all aspects of the work specified. The staff shall include a CQC Manager who shall report to the Project Manager or someone higher in the contractor's organization. The Project Manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.
- b. An employment resume to include the name, qualifications duties, responsibilities, and authorities of each person assigned a QC function.
- c. A copy of the letter to the CQC Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC Manager including authority to stop work which is not in compliance with the contract. The CQC Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.

- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section SUBMITTALS.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. Laboratory facilities will be approved by the Contracting Officer.
- f. Definable Features of Work is a task that is separated and distinct from other tasks and has separate control requirements. Each section of the specification can be considered as a definable feature of work. However, there may be more than one definable feature under a section of the specifications. The list shall be cross-referenced to the contractor's construction schedule and the specification section.
- g. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- h. Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- i. Reporting procedures, including proposed reporting formats. This shall include a copy of the Daily CQC report form.

C.37.4. Task Order Addendum CQC Plan. For each Task Order, if required, submit a CQC Addendum Plan within ten days of receipt of the Task Order's Notice to Proceed. Proposed changes to file Basic Plan or items requiring additional details of description required implementing the Basic CQC Plan or of a site specific nature shall be covered in the Addendum Plan. Include a list of the definable features of work for the Task Order. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting. Any proposed changes to the basic CQC organization shall be approved before commencement of construction.

C.37.5. Acceptance of Plans. Acceptance of the contractor's basic and addendum plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the contractor to make changes in their CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

C.37.5.1. Design-Build Requirements. The contractor shall submit for government acceptance, a Design Quality Control Plan in accordance with Contractor Quality Control specifications before design may proceed for design-build requirements.

C.37.5.2. Design-Bid-Build Requirements. The contractor shall submit for government acceptance, a Design Quality Control Plan in accordance with Contractor Quality Control specifications before construction may proceed for design-bid-build requirements.

C.37.5.3. Notification of Changes. After acceptance of the CQC Plan, the contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

C.37.6. Contractor Quality Control Coordination. After the Pre-construction Meeting before start of construction, and prior to acceptance by the Government of the CQC Quality Control Plan, the contractor shall meet with the Contracting Officer or Authorized Representative and discuss the contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the

forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of contractor's Management and control with the Government's Quality Assurance. There may be occasions when subsequent conferences may be called by either party to reconfirm mutual understandings or address deficiencies in the CQC system or procedures that may require corrective action by the contractor.

C.37.7. Payment. Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the pricing schedule for each Task Order.

C.38. QUALITY CONTROL ORGANIZATION

C.38.1. General. The requirements for the CQC organization are a CQC Manager and Design quality manager (for Design-Build projects only) to ensure contract compliance. The CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action to ensure contract compliance.

C.38.2. CQC Organizational Staffing. A staff shall be maintained under the direction of the CQC Manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. The QC plan will clearly state the duties and responsibilities of each staff member. The contractor shall provide a CQC staff, which shall be at the site of work at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract.

C.38.3. CQC Staff. The strength of the CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the contractor will add additional staff at no cost to the Government. This listing of minimum staff requirements that follow in no way relieves the contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the Contracting Officer.

C.38.3.1. CQC Manager. The contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the contractor. This CQC Manager or designated CQC staff representative shall be on the site at all times during construction and will be employed by the contractor, except as noted in the following.

C.38.3.1.1. The CQC manager may serve as the Safety Manager or it may be a separate position. The CQC Manager may serve as the Safety Manager but shall not have any other duties outside of these two positions. An alternate for the CQC Manager will be identified in the plan to serve in the event of the system manager's absence. Period of absence may not exceed two weeks at any one time. The requirements for the alternate will be the same as for the designated CQC Manager.

C.38.3.1.2. The CQC manager shall be an experienced construction person, with a minimum of ten years construction experience on similar type work. In addition to the above experience, it is required that the CQC Manager have completed the course entitled "Construction Quality Management for Contractors" prior to start of field work and maintain current certification. For further information, contact the nearest USACE Construction Division Office.

C.38.4. Organizational Changes. The contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

C.38.5. CQC Submittals. The CQC organization shall be responsible for certifying that all submittals comply with the contract requirements. The Government will furnish copies of test report forms upon request by the contractor. The contractor may use other forms as approved.

C.38.6. Definable Features of Work.

C.38.6.1. General Requirements.

- a. Special project procedures to include coordination of work, project meetings, submittals, and quality control.
- b. Administrative Requirements.
- c. Environmental Protection.
- d. Job Conditions.

C.38.6.2. Site Work.

- a. Excavation, Trenching and Backfilling for utilities Systems to include sewer, gravity, drainage, and water lines.
- b. Clearing and grubbing, backfilling for buildings.
- c. Grading.
- d. Fence, chain-link.
- e. Concrete for sidewalks and curbs.
- f. Bituminous Paving.

C.38.6.3. Concrete.

- a. Concrete materials, concrete procedures, concrete formwork, forms, form ties and accessories, concrete reinforcement, concrete finishing, concrete curing and grouting.
- b. Testing.

C.38.6.4. Masonry.

- a. Masonry procedures, mortar, mortar accessories, unit masonry, cavity wall construction to include bringing inner and outer withes up simultaneously, reinforcement, wall ties, flashing, and cleaning.
- b. Acceptance of Sample Panel.
- c. Testing.

C.38.6.5. Metals.

- a. Structural steel, framing to include metal materials and methods, metal fastening, metal joints, welding, expansion control, and miscellaneous metals
- b. Steel Roof Decking.
- c. High Strength Bolts.

C.38.6.6. Thermal and Moisture Protection.

- a. Damproofing
- b. Fireproofing
- c. Sealants

C.38.6.7. Doors and Windows. Metal doors and frames, special doors, metal windows, glazing and miscellaneous hardware, caulking.

C.38.6.8. Finishes.

- a. Ceramic tile.
- b. Gypsum wallboard.
- c. Acoustical treatment to include metal suspension system for acoustical tile and lay-in panel ceiling.
- d. Resilient flooring.
- e. Painting.
- f. Furring (metal).

C.38.6.9. Specialties.

- a. Metal toilet partitions
- b. Fire extinguisher cabinets
- c. Toilet accessories

C.38.6.10. Equipment. Fueling system for motor vehicles

C.38.6.11. Furnishings. Lockers

C.38.6.12. Special Construction.

- a. Pre-engineered structures
- b. Liquid storage tanks

C.38.6.13. Mechanical

- a. Insulation to include:
 - (1) Pipes
 - (2) Ducts
 - (3) Equipment
 - (4) High density inserts, insulation protective shields, clips or U-bolt support for multiple pipe hanger supports.
- b. Plumbing systems
 - (1) Waste/vent piping to include; underground soil piping, above ground soil piping.
 - (2) Interior piping rough-in to include; galvanized, black iron and copper, including drains, fittings, valves, and piping supports.
 - (3) Plumbing fixtures to include flush valves, faucets, and accessories. (4) Cleaning and operational testing.
- c. Heating systems
 - (1) Equipment and system accessories
 - (2) Fuel oil/gas piping and supports
 - (3) System testing and balancing
- d. Air distribution systems
 - (1) Equipment and accessories.
 - (2) Duct work to include galvanized supports, dampers, louvers, diffusers, duct line support and fire dampers.
- e. Automatic temperature control systems
 - (1) Equipment and materials
 - (2) Installation of materials and equipment
 - (3) System testing
- f. Sprinkler Systems
 - (1) Equipment
 - (2) Piping and supports
 - (3) Accessories

C.38.6.14. Electrical.

- a. Exterior Electric Distribution, Aerial
 - (1) Pole setting.
 - (2) Placement of crossarms, pins, insulators, pole line hardware and conductors.
 - (3) Placement of fuse cutouts, surge arresters, reclosers, potheads, pole mounted transformers to include grounding conductors, grounding conductor testing and cable terminations.
- b. Exterior electrical distribution, underground
 - (1) Duct line excavation, placement of ducts and miscellaneous materials.
 - (2) Placement of in ground junction or pull boxes and manholes.
 - (3) Placement of duct bank concrete encasement.
 - (4) Transformer pad placement.

- (5) Mounting of pad mounted transformers.
- (6) Cable placement to include splicing, fire-proofing, and cable terminations.
- (7) Grounding conductors and testing.
- c. Electrical distribution, interior
 - (1) Wiring methods to include conduit rough-in, raceway boxes, outlet boxes, panelboard cabinets, placement of conductors and conduit placement below the slab for slab-on-grade construction.
 - (2) Wiring devices, panelboards, switch-boards, and lighting fixtures.
 - (3) Motors and transformers.
 - (4) Testing.
- d. Fire Detection and Alarm System
 - (1) Wiring methods to include conduit, ground rods, detectors, control panels, power supply, door holders, audible fire alarm and annunciator panel.
 - (2) Testing.

C.38.7. Control. Contractor Quality Control is the means by which the contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction sequence and construction schedule. The controls shall include at least three phases of control to be conducted by the CQC Manager for all definable features of work, as follows:

C.38.7.1. Preparatory Phase. This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract plans.
- c. A check to assure that all materials and equipment have been tested, submitted, and approved.
- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to "approved" shop drawing or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC Manager and shall be attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC Manager and attached to the daily QC report. The contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

C.38.7.2. Initial Phase. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels as

- appropriate. d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis.
Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC Manager and shall be attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site or any time acceptable specified quality standards are not being met.

C.38.7.3. Follow-up Phase. Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of work for the day or shift. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that will be affected by the deficient work. The contractor shall not build upon or conceal non-conforming work.

C.38.7.4. Additional Preparatory and Initial Phases. Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

C.38.8. Tests. Inspections and tests are for the sole benefit of the Government and shall not relieve the contractor of the responsibility of providing quality control measures to ensure that the work strictly complies with the contract requirements. No inspection or test by the Government shall be construed as constituting or implying acceptance.

C.38.8.1. Testing Procedure. The contractor shall perform tests specified or required to verify that control measures are adequate to provide a product, which conforms to contract requirements. The contractor shall procure the services of a licensed testing laboratory. The contractor shall submit a written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used. A list of tests to be performed shall be furnished as a part of the CQC plan. The list shall give the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required. The contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Notify the KO prior to performing any test. Results of all tests taken, both passing and failing tests, will be recorded on the Quality Control report for the date taken. Subsequent testing of those materials that fail to meet specifications will be accomplished by the contractor at no cost to the Government. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract. Test results shall be signed by an Engineer registered in the state where the tests are performed.

- f. Samples used for testing shall be selected as specified for the various tests elsewhere in the specifications but in every case the method of selecting samples and the location for selection shall be as approved by the Contracting Officer.
- g. Tests shall be made in accordance with the specified testing procedures and/or methods and otherwise as required to provide compliance with all contract requirements. Tests shall be made by independent, commercial testing laboratories approved in writing by the Contracting Officer.
- h. Results of all tests shall be recorded on certified test reports of the commercial testing laboratories. Reports shall include a statement that the materials tested do or do not meet the requirements of the contract specifications. Six copies of all reports shall be forwarded directly to the Contracting Officer for approval within five calendar days of the actual performance of the test. The testing agency shall immediately notify (verbally) the Contracting Officer of any tests that indicate failure to meet the contract requirements.
- i. The contractor will provide an emergencies plan, with contractors to accomplish the repairs in the event of utility and/or communications emergencies.

C.38.8.2. Testing Laboratories. Laboratory facilities, including personnel and equipment, utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329, and be accredited by the American Association of Laboratory Accreditation (AALA), National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO), or other approved national accreditation authority. All personnel performing concrete testing shall be certified by the American Concrete Institute (ACI).

C.38.9. Completion Inspection.

C.38.9.1. Procedure for Completion Inspection. Provisions for the QC Manager to conduct completion inspections of the work and develop a "punch list" of the items that do not conform to the contract requirements. The QC Manager shall make a second completion inspection to ascertain that all "punch list" items have been corrected and so notify the government. The completion inspection and any "punch list" item corrections will be accomplished within the time stated for completion of the work. The plan must include project completion turnover procedures. These may include:

- a. Warranty information
- b. O&M Manuals
- c. System operations and sequence verification
- d. Final system testing
- e. Instruction and training procedures
- f. Punch-out
- g. Pre-final inspection to include the government
- h. Final inspection to include the government
- i. Punch list correction and verification
- j. Turnover of extra materials and spare parts
- k. Turnover of keys
- l. Completion of as-built drawings

C.38.9.2. Punch Out Inspection. At the completion of all work or any increment thereof established by a completion time stated in the Task Order, the CQC manager shall conduct an inspection of the work and develop a "punch list" of items that do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC Manager shall make a second inspection to ascertain that all deficiencies have been corrected and notify the Government. These inspections and any deficiency corrections required by this paragraph will 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.

C.38.9.3. Pre-Final Inspection. The government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. The government pre-final inspection punch list may be developed as a result of this inspection. The CQC manager shall ensure that all items on the list have been corrected before notifying the government, so that a final inspection can be scheduled. Correct any items noted on the pre-final inspection in a timely manner.

C.38.9.4. Final Acceptance Inspection. Provide notice to the government and include contractor's assurance that all specific items previously identified to the contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection.

C.38.10. Documentation. Quality control includes the means to produce the Daily CQC report, Attachment 007. The contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, and tests including the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Material received with statement as to its acceptability and storage.
- f. Identify submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. List instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.
- k. Separate reports shall be submitted by the responsible CQC inspectors for each individual Task Order. The report shall contain a record of inspections for all work accomplished subsequent to the previous report. Separate reports for different phases of work may be submitted by the responsible CQC inspectors or the reports may be consolidated into one report if all CQC activities and results are covered and the responsible CQC inspectors are identified.
- l. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in file work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government weekly, except that reports need not be submitted for weeks in which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work. All calendar days shall be accounted for throughout the life of the contract. Reports shall be signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

The Contractor shall complete and submit for all Task Orders the Contractor Quality Control Report, Attachment 007 and the Contractor Production Report, Attachment 008 in accordance with UFGS Specification Section 01 45 00.00 20 QUALITY CONTROL. The Contractor Production Report shall be submitted to the COR electronically by 0800hrs the day after the date covered in the report.

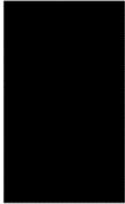
C.38.11. Deficiency Tracking. The Contractor shall track deficiencies. Deficiencies identified by the Contractor will be identified and tracked as QC punch list items. The contractor shall maintain a current log of its QC punch list items. The government may notify the contractor with deficiencies, which shall be identified and tracked as QA punch list items. The contractor shall regularly update the corrective status of both QC and QA punch list

items.

C.38.12. Notification of Noncompliance. The Contracting Officer will notify the contractor of any detected noncompliance with the foregoing requirements. The contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the contractor at the site of the work, shall be deemed sufficient

for the purpose of notification. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop work orders shall be made the subject of claim for extension of time or for excess costs or damages by the contractor.

STATEMENT OF WORK



Directorate of Public Works
Detroit Arsenal

Design-Build Technical Specifications

**Project Title: INSTALL DEWATERING
SYSTEM**

Work Order Number DTA000513

**U.S. Army Garrison - Detroit Arsenal
Directorate of Public Works
Warren, MI**

6 June 2014
Final Document

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PROJECT DESCRIPTION AND DESIGN REQUIREMENTS
04/13

PART 1 DESIGN OBJECTIVES

1.1 PROJECT DESCRIPTION

This project will require design-build services to design and perform the geotechnical, civil, structural, plumbing, electrical and utilities work as described in this Request for Proposal (RFP).

The contractor shall provide design-build services for the installation of a dewatering system from the underground fuel storage tanks system (located east of Building 212) to the nearest sanitary manhole. The design-build contractor shall use horizontal directional drilling for the piping runs from the underground storage tank system to the nearest sanitary manhole. The design-build contractor shall provide hydro-carbon testing and alarm system. For details, please see scope of work drawings.

Electronic MicroStation V8 XM computer-aided design and drafting (CADD) files or Adobe Acrobat Portable Document Format (PDF) files, which may include the existing building floor plans and utility plans, may be provided by the Detroit Arsenal (DTA) Directorate of Public Works (DPW) on compact disc (CD) as part of this RFP for design development. Additional files for the Contractor's reference may also be provided on this CD. The Contractor shall field verify all files and drawings provided by the Detroit Arsenal DPW for accuracy prior to cost proposal submission.

The renovation of this existing historic building shall be compliant with the building's designation as a National Historic Landmark and shall be coordinated with the Michigan State Historic Preservation Office (SHPO) and the Detroit Arsenal Directorate of Public Works Environmental Division. All construction in this facility shall be evaluated and cleared by the SHPO. Any required exterior modifications must be made "in kind" (including windows) or original only shall be used, unless reviewed and approved by SHPO. Any modifications proposed for original finishes must be approved by SHPO prior to the start of work. All contact and coordination with SHPO shall be made by the Detroit Arsenal Directorate of Public Works.

Design and construction shall comply with the requirements contained in this Request for Proposal (RFP). The design and technical criteria contained and cited in this RFP, the Detroit Arsenal Installation Design Guide (IDG), the Department of Defense (DoD) Unified Facilities Criteria (UFC), and the Unified Facilities Guide Specifications (UFGS) establish minimum standards for design and construction quality. The Contractor shall adhere to the requirements included in the Detroit Arsenal (DTA) IDG. The Contractor shall adhere to the International Building Code (IBC), published by the International Code Council, as referenced by the UFC and UFGS. The Designers of Record shall use the Unified Facilities Guide Specifications and the requirements contained in this RFP to fully develop the technical specifications and construction drawings. The Contractor shall comply with the latest editions of all codes, standards, regulations, specifications, and requirements as of the date of issuance of this RFP. If there is a conflict between requirements in this RFP and the UFGS then the requirements of this RFP shall take precedence and shall be adhered to.

The Contractor shall provide extended parts and labor warranties on all equipment, products, and items, including but not limited to, roofs, HVAC equipment, pumps, motors, transformers, fire protection and fire alarm equipment, lightning protection equipment, and all other equipment as specified in the Unified Facilities Guide Specifications (UFGS). In addition to submitting warranty information when specified in the Unified Facility Guide Specifications, all product warranty information shall also be provided at the time product data information is submitted to the Government for review. Parts and labor warranties shall be provided for the maximum number of years specified in the Unified Facilities Guide Specifications for all products.

1.1.1 Bid Options

N/A

1.2 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to:

- a. commence work under this contract within the time allotted under the Request for Proposal (RFP),
- b. complete the 65 Percent Design submittal, including submission of written responses to all Government comments and completion of the design review meeting, not later than 60 calendar days after date of receipt of notice to proceed.
- c. complete the 100 Percent Design submittal, including submission of written responses to all Government comments and completion of the design review meeting, not later than 90 calendar days after date of receipt of notice to proceed.
- d. complete the entire project design ready for construction (Released for Construction Design submittal), including submission of written responses to all Government comments and completion of the design review meeting, not later than 105 calendar days after date of receipt of notice to proceed.
- e. complete all construction to be ready for use not later than 195 calendar days after date of receipt of notice to proceed. The time stated for completion shall include final inspection punch list item completion and Government acceptance, final cleanup, and completion of all requirements to authorize beneficial occupancy.
- f. complete the entire work not later than 225 calendar days after date of receipt of notice to proceed. The time stated for completion shall include as-built drawings, operation and maintenance manuals, operational tests, reports, equipment lists, training, instructions, and all other required project closeout documents.

1.3 APPLICABLE CRITERIA

Applicable design and construction criteria are specifically indicated in Department of Defense (DoD) Unified Facilities Criteria (UFC) and the Unified Facilities Guide Specifications (UFGS). Criteria shall be taken

from the most current references as of the date of issue of the RFP, unless noted otherwise. Referenced codes and standards are minimum acceptable criteria. Administrative, contractual, and procedural features of the contract shall be as described in other sections of the RFP.

1.4 ENERGY STANDARD COMPLIANCE

The building shall comply with the provisions of the Energy Policy Act (EPA) 2005, in addition to American Society of Heating, Refrigerating and Air-Condition Engineers (ASHRAE) Standard 90.1 - Energy Standard for Buildings. As a separate part or section of the Design Analysis, demonstrate compliance with the EPA using calculations, vendor literature, equipment catalog sheets, compliance forms, worksheets, and narrative descriptions of the building envelope, heating, ventilating, and air-conditioning (HVAC) systems, service water heating, electrical power, lighting, and other equipment and systems.

1.5 ACCESSIBILITY REQUIREMENTS

The facility shall be fully accessible to physically disabled persons and shall conform to the *Architectural Barriers Act (ABA) Standard for Department of Defense (DoD) Facilities*.

1.6 FORCE PROTECTION & ANTI-TERRORISM CONSIDERATIONS

N/A

1.7 HAZARDOUS MATERIALS

ABATEMENT N/A

1.7.1 Asbestos Survey

N/A

1.8 PERMITS

The Contractor shall be responsible for preparing, filing, and paying for any fees required to obtain all necessary permits for the construction of this project.

Permits shall be prepared and filed in accordance with Appendix A, Standard Environmental Protection Requirements and Appendix B, Other Standard Environmental Protection Requirements.

1.9 FINAL CLEANING

Clean the premises in accordance with FAR clause 52.236-12 and additional requirements stated within this RFP. Remove stains, foreign substances, and temporary labels from surfaces. Clean equipment and fixtures to a sanitary condition. Remove debris from roof and drainage systems. Sweep paved areas and rake clean landscaped areas. Remove waste, surplus materials, and rubbish from the site. Remove all temporary structures, barricades, project signs, fences, and construction facilities.

1.10 FURNITURE RECONFIGURATION, REMOVAL, AND COORDINATION

N/A

1.11 COORDINATION

The Contractor shall coordinate, through the COR, with the proposed tenant for the placement, installation, finish selections, of tenant furnished material and equipment. The Contractor shall coordinate with other contractors to prevent interference with their work and to allow them access to the work areas.

The project area will remain occupied during construction. If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so must be requested in writing to the Contracting Officer fourteen (14) calendar days prior to commencing work and shall be subject to COR approval.

Work in connection with this contract which requires utility outages (electrical, fuel) which will close down or limit (as determined by the Contracting Officer) normal activities in the building, construction area, or other affected areas, shall be performed by the Contractor at a time other than regular working hours of the organization occupying the facility. Work in connection with this contract which requires road closures shall be performed by the Contractor at a time other than regular working hours. Work required by the Contractor on non-standard basis or at premium pay shall be done at no additional cost to the Government. Request for utility outages and road closures shall be submitted to the COR, in writing, fourteen (14) calendar days prior to commencing work and shall be subject to COR approval.

Obtain DPW approval of interruption by submitting the Construction Impact Notification Form in accordance with the contract.

The Contractor shall coordinate work efforts with all affected utility companies. This includes initial contact to each utility company and coordination prior to and during construction.

Snow fencing shall be provided in outdoor work areas for pedestrian protection.

1.12 CONSTRUCTION SITE PLAN

Prior to the start of work, submit a site plan showing the locations and dimensions of temporary facilities (including layouts and details, equipment and material storage area (onsite and offsite), and access and haul routes, avenues of ingress/egress to the fenced area, and details of the fence installation). Identify any areas which may have to be graveled to prevent the tracking of mud. Indicate if the use of a supplemental or other staging area is desired. Show locations of safety and construction fences, site trailers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.

All Contractor staging areas and storage areas shall be limited to areas within five (5) feet of the project area boundaries.

The Contractor shall comply with UFGS Specification Section 01 50 00, TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS.

PART 2 DESIGN AND CONSTRUCTION REQUIREMENTS

2.1 FUNCTIONAL AND AREA REQUIREMENTS

2.1.1 Gross Area Definition

Gross building area is measured to the outside face of exterior enclosure walls. The gross floor area of the project shall be determined by the Contractor to meet all RFP requirements including minimum net areas indicated in this RFP.

2.1.2 Net Area Definition

Net area is measured to the inside face of the room or space walls.

2.1.3 Net Area Requirements

Minimum net area requirements for programmed spaces are included. Net areas for building circulation and utility rooms shall be sized to accommodate the required function and equipment, comply with code requirements, enhance constructability, and comply with other requirements of this RFP.

2.2 CIVIL AND SITE

2.2.1 Technical Requirements

2.2.1.1 Design and Installation Standards and Codes

The civil design and construction shall conform to the current versions of all applicable Unified Facilities Criteria (UFC). The project civil design and construction shall be in accordance with the latest edition of the Department of Defense (DoD) Unified Facilities Guide Specifications (UFGS) and the Michigan Department of Transportation (MDOT) specifications. The design and construction shall conform to all standards and codes referenced in the UFGS specifications and MDOT specifications under the applicable civil specification sections. Aggregate gradation shall be provided in conformance with MDOT specifications. All roadway design and construction shall conform to MDOT specifications. All concrete and gravel design and construction shall conform to MDOT specifications. The City Of Warren drawing details, available on the City of Warren website, shall be adhered to.

2.2.1.2 Scope of Work

The work includes completion of civil and site design and construction as described herein and as detailed by the Civil Designer of Record.

Installation of a dewatering system from the fuel storage system with a pump and a piping system to the nearest sanitary manhole.

2.2.1.3 Detroit Arsenal Specific Requirements

All abandoned utility system piping and system components within the project area boundaries shall be removed.

All piping shall be photographed by the Contractor and shall be inspected by the Contractor and COR prior to burying, covering, or concealing. The Contractor shall provide all photographs to the COR in electronic Adobe Acrobat Portable Document Format (PDF). The Contractor shall be required to obtain a camera pass before any photos are taken. The Contractor shall coordinate with the COR to obtain their camera pass.

All underground piping and conduit shall be provided with tracer wire. Tracer wire shall be provided in conformance with UFGS specifications.

Phosphorus fertilizer shall not be applied on the lawns, unless exempted it is in Public Act 299 of 2010.

2.2.1.4 Grading and Drainage

The proposed site grading shall maintain existing topography while recognizing standard gradients. There shall be a balance of the quantity of cut and fill soils to create a smooth transition of graded areas into the existing natural site. The plan shall reflect selective site clearing that preserves as many trees as possible. Grading and site design shall manage site runoff to maintain rate of flow and quantity to pre-construction levels or reduce site runoff where possible. The principles of positive drainage shall be applied to control the conditions that remove rainfall away from facilities and functions. Site designs shall seek to minimize the disturbance of land and utilize natural drainage paths where possible. Final site design and surface grading shall allow positive drainage at completion of the project and shall allow for changes to the surface due to subsequent years of maintenance.

2.2.1.5 Site Survey

A site survey is not included in this RFP Package. The Contractor shall be responsible for conducting a complete site survey of the project area.

2.2.1.6 Notification Prior to Excavation

The Contractor shall notify the COR a minimum of 14 calendar days prior to the planned excavation. The Contractor shall submit the excavation permit, and obtain approval prior to excavation. The Contractor shall follow the DTA excavation permit process. A copy of the current excavation permit process can be obtained from the COR upon request. The Government will provide courtesy utility identification of known existing underground utilities in the work area. The marked location of the existing utilities is approximate and is a courtesy. Excavation by power driven equipment is not permitted within three (3) feet of either side of the marked utility. Hand excavate each side of the indicated obstruction and continue until uncovered or clearance for the new grade is assured.

The Contractor shall field verify the location of the existing installation utilities in the contract work areas. The Contractor shall hire a proficient subcontractor to locate utilities within excavation, boring, or tunneling area.

For locations of underground facilities, obtain digging permits prior to start of excavation by contacting the COR 14 calendar days in advance. Follow the procedures specified in the contract to obtain excavation permits.

Report damage to underground utilities or subsurface construction immediately to the COR, the DTA Base Operations Contractor, and the DTA Fire Department. Damage to marked or unmarked utilities shall be satisfactorily repaired or replaced by the Contractor at no additional cost to the Government. Repair is defined as permanent, code compliant measures as approved by the Contracting Officer's Representative.

Excavation that interrupts traffic, parking, or pedestrian circulation requires notification to the COR at least fourteen (14) calendar days in advance. Obtain DPW approval of interruption by submitting the Construction Impact Notification Form. For procedures to obtain the Construction Impact Notification Form follow the procedures specified in the contract.

2.2.1.7 Demolition

This project requires the demolition of some sidewalks that cross the driveways to the parking lots. Any existing light poles that interfere with the new driveways shall be relocated by the Contractor as indicated by the Designer of Record. Any waste excavation shall be disposed of off-site.

2.2.1.8 Sanitary Sewer System

A sanitary sewer collection system, utilizing sanitary sewer pipe, shall be designed to connect to the existing infrastructure at an existing manhole. Sewer profiles shall be developed for proper description of the sewer system. **The existing sanitary sewer system is shown on the Utility Site Plan.**

The new sanitary sewer collection system shall be designed in accordance with UFC 3-240-07FA Sanitary and Industrial Wastewater Collection: Gravity Sewers and Appurtenances and UFC 3-240-09A Domestic Wastewater Treatment.

2.2.1.9 Certification

The certification shall be stamped by the consulting professional engineer and shall be submitted with the design submission.

2.2.1.10 Soil Compaction

Soil compaction shall be achieved by equipment approved by a professional engineer. Material shall be moistened or aerated as necessary to provide the moisture content that shall readily facilitate obtaining the compaction specified with the equipment used. Each layer of fill placement shall be no greater than **10 inches** thick. Compact each layer to not less than the percentage of maximum density specified in Table 1, determined in accordance with **ASTM D 1557**.

TABLE 1 Soil Compaction

<u>Subgrade Preparation, Fills, Embankments, and Backfills</u>	<u>Compaction Requirements (Percentage of Maximum Density)</u>
--	--

Streets, Paved Areas	90
Sidewalks	85
Grassed Areas	80

The requirements shall be verified or modifications recommended by the consulting professional engineer in the report wherever engineering, soils, or climatic factors indicate the necessity. Any modification to the stated compaction requirements shall require the approval of the Contracting Officer.

2.2.1.11 Sediment and Erosion Control

Sediment and erosion control plans shall be provided by the Contractor. Diversion dikes and silt fences shall be placed around drainage structures to prevent sediment from entering the existing storm sewer system. Perimeter silt fence shall be placed to prevent sediment from leaving the site via sheet flow.

2.2.1.12 Test Reports

Provide test reports in accordance with UFGS 22 14 29.00 40 Sump pumps.

2.2.1.13 Lawn Establishment

All disturbed areas of the site shall be hydro seeded with a blend of regionally appropriate grass seed, mulch and fertilizer. The hydro seeding mulch shall be spread by machine to cover the soil completely to establish a lawn and prevent erosion.

2.2.2 Drawings

Generally, the corrected and approved 65 Percent Design plans may be used as the basis for the final plans. However, all details necessary for complete construction must be included. The 100 Percent Final Design submittal shall include all the information presented in the 65 percent submittal, updated to final design status and corrected to reflect any changes made in response to review comments. Any concerns in developing the final design documents shall be resolved prior to starting the final design stage.

2.2.2.1 Location Plan and Vicinity Map

A vicinity map consists of a small scale drawing of the project location, similar to a road map. A location plan consists of a small scale drawing showing the Government property or reservation limit with the construction project site shown. The drawing shall show the facility approved Contractor Access and Haul Routes. A reproducible base sheet, if available, may be provided by the Detroit Arsenal DPW for the Contractor's use in preparing the location plan.

2.2.2.2 Survey Plan

The information depicting existing conditions used to generate site drawings shall be shown on this drawing. An engineering survey of the site will be presented to the Contractor selected as a result of this RFP process. Any additional survey information required by the Contractor for design above that shown in the prepared engineering survey shall be procured and paid for by the Contractor.

2.2.2.3 Removal Plan

The removal plan will show the existing physical features and condition of the site before construction. This information shall include the field survey to show all above and below ground utilities; buildings, drives, roads and parking areas, walks, and vegetation; and such facilities as retaining walls, underground storage tanks, and foundations. Each physical feature to be removed shall be as indicated on the standard legend sheet, a legend on the removal plan, and properly noted; to be removed, to remain, or to be relocated.

2.2.2.4 Site Plan

The site plan shall show all the site layout information necessary to field locate the building, walks, parking lots, and all other appurtenances to be constructed on the project. All site related work to be constructed will be located by dimensions. The site plan will identify all site related items such as: curbs, pavements, walks, plazas, bollards, trash enclosures, and retaining walls in accordance with a standard legend sheet or with additional legends or notes. Site plans shall be at a scale of 1:250 or 1:300 (1 Inch = 20 Feet or 1 Inch = 40 Feet). Other drawing scales must be approved by the Detroit Arsenal DPW. North arrows shall be oriented the same direction on all plan sheets and by all disciplines. No existing or proposed contours shall be shown on this plan. The site plan, prior to adding the dimensions, shall serve as the base sheet to the other plans; such as, the utilities plan, the grading and drainage Plans, and the landscape plan. The site plan shall show all existing physical features and utilities within and adjacent to the work site that will remain after the proposed construction has been completed. This plan will also show any free zones, construction limits, and storage areas. Whenever the site plan occupies more than one sheet of drawings, a key plan shall be included. Additional plans, showing specific areas of the site in smaller scales can be included if more detail is necessary.

2.2.2.5 Grading and Drainage Plan

A final grading and drainage plan shall be provided at the same scale as the site plan; 1:250 or 1:300 (1 Inch = 20 Feet or 1 Inch = 30 Feet). Other drawing scales must be approved by the Detroit Arsenal DPW. In addition to the requirements for the preliminary plan, the final plan shall show the final location of all storm drains, culverts, and sub-drains. Storm drainage lines and structures shall be labeled. The rim elevation of all manholes, curb inlets, and area inlets shall be indicated.

2.2.2.6 Composite Utilities Plan

A composite utilities plan shall be provided at a scale of 1 Inch = 20 Feet or 1 Inch = 30 Feet. Use of other drawing scales must be approved by the Detroit Arsenal DPW. New and existing utilities shall be indicated. Plans shall show layout of the new and existing storm drainage systems, gas systems, sanitary systems, electrical systems, communication systems, water systems, steam systems, and any other utilities which need to be provided. Include new and existing contours.

2.2.2.7 Storm Water Pollution Prevention Plan (SWPPP) Site Map

Provide a site map indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of soil disturbance, areas which will not be disturbed, locations of major structural and nonstructural erosion controls identified in the storm water pollution prevention plan, locations where stabilization practices are expected to occur, locations of off-site material, waste, borrow or equipment storage areas, surface waters (including wetlands), and locations where storm water discharges to surface water.

2.2.3 Specifications

Provide complete edited UFGS specifications for all items. For all specific state requirements, provide completely edited MDOT specifications. Technical specifications shall be complete and fully coordinated with the drawings. All specification indexes shall be completely edited to reflect the paragraphs retained in the body of the specification. All references that have not been used in the body of the specification shall be edited from the technical specification.

2.2.4 Design Analysis Narrative

Design analysis shall include the following:

2.2.4.1 References

Provide design references used in preparing the civil and site design.
Provide design references used in preparing the water and wastewater design.

2.2.4.2 Basis for Design

The Design Analysis shall give the basis, specific goals, objectives, and priorities for civil/site design of the project. Identify, explain, and document use of design criteria and how the design meets goals, objectives, and priorities. Identify the preferred site development concept. Document storm water pollution prevention measures and other environmental considerations made during design.

2.2.4.3 Grading

Provide a narrative of the grading design and criteria used.

2.2.4.4 Drainage

Provide a narrative of the drainage design and criteria used. Include information on the storm drain pipe materials selected and their ability to withstand earth dead loads and live loads that will be imposed.

2.3 GEOTECHNICAL

See Structural Design Requirements.

2.4 ARCHITECTURAL

N/A

2.5 STRUCTURAL

2.5.1 Technical Requirements

2.5.1.1 Design and Installation Standards and Codes

The structural design and construction shall conform to the current versions of all applicable Unified Facilities Criteria (UFC). The project structural design and construction shall be in accordance with the latest edition of the Department of Defense (DoD) Unified Facilities Guide Specifications (UFGS). The design and construction shall conform to all standards and codes referenced in the UFGS specifications under the applicable structural specification sections.

Major criteria references for building design are listed below (additional requirements are included throughout the UFGS specification sections):

International Building Code, IBC

American Society of Civil Engineers (ASCE) 7, Minimum Design Loads for Buildings and Other Structures

Building Code Requirements for Structural Concrete and Commentary, American Concrete Institute (ACI) 318

PCI Design Handbook - Precast and Prestressed Concrete

Building Code Requirements for Masonry Structures and Specifications for Masonry Structures and Commentaries, ACI 530

Cold-Formed Steel Design Manual, AISI

Specifications for the Design of Cold-Formed Steel Structural Members, AISI

41st Edition Catalog of Standard Specifications and Load Tables for Steel Joists and Joist Girders

Steel Deck Institute Design Manual

Manual of Steel Construction - Allowable Stress Design (ASD), American Institute of Steel Construction or Manual of Steel Construction - Load and Resistance Factor Design (LRFD), American Institute of Steel Construction

Specification for Structural Joints Using ASTM A325 or A490 Bolts

Structural Welding Code - Steel, ANSI/AWS D1.1

PCI Design Handbook - Precast and Prestressed Concrete

FEMA 302 - NEHRP Recommended Provisions for Seismic Regulations for New Buildings and Other Structures

UFC4-010-10, DoD Minimum Antiterrorism Standards for Buildings

2.5.1.2 Scope of Work

The work includes completion of structural design as described herein and as detailed by the Structural Designer of Record.

No particular structural system is selected or recommended by the Government; therefore, the structural design is the Contractor's responsibility within the parameters given in this section.

2.5.1.3 Minimum Live Load Requirements

Minimum live load requirements shall be computed using the project design standards, codes and criteria.

2.5.1.4 Wind Loads

The wind loads shall be designed using ASCE 7 Exposure Category C. The basic wind speeds shall be as identified in Table C-1 of UFC 3-310-01, 90 MPH.

2.5.1.5 Snow Loads

The snow loads shall be designed using ASCE 7. Ground snow loads shall meet UFC 3-310-01, Structural Load Data, Table C-1, 25 PSF.

2.5.1.6 Construction Drawings

All drawings shall be composed in accordance with and shall provide information as required by the International Building Code, IBC, Chapter 16 - Structural Design, Section 1603 - Construction Documents.

2.5.1.7 Structural Components and Systems

All structural components and systems shall comply with the requirements of the applicable standards, codes, and criteria as well as industry standards and commonly accepted methods of practice.

2.5.1.8 Structural Connections and Joints

All structural connections, joints, and details shall comply with the requirements of the applicable standards, codes, and criteria referenced in UFC and UFGS.

2.5.2 Drawings

Final drawings shall be complete, thoroughly checked, and fully coordinated with the other disciplines, other specifications, and all other construction documents. Previous comments and applicable criteria changes shall have been incorporated into the design. The drawings shall be complete with all plan view drawings, elevations, sections, details, schedules, diagrams, and notes necessary for the construction of the project. For structural steel framing, the drawings shall meet the requirements for design drawings set forth in the AISC Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings. All structural steel members and connections shall be fully detailed. Design of structural steel connections shall be the responsibility of the structural design engineer and shall not

be delegated to the steel fabricator. For structural concrete, the drawings shall conform to the standards for engineering (design) drawings set forth in the ACI Detailing Manual SP-66. Additionally, those items described below which are applicable to the design shall be incorporated into the drawings. Drawings shall be at a scale appropriate for the design, in no case, however, shall plan type drawings be done at a scale smaller than (1/8" = 1'-0")1:100 or detail type drawings at scale smaller than (1/2" = 1'-0")1:20.

2.5.2.1 Elevation Views, Sections, and Details Sheets

Elevation views, sections, and details necessary to illustrate the design fully shall be provided. Some requirements peculiar to the various structural materials are described below.

2.5.2.2 Notes

a. Design Notes

Under the heading "Designer's Notes," the structural drawings shall contain notes.

b. General Notes

Other notes, which direct the work to be performed and the materials to be used shall be grouped under the heading of "General Notes." Included in these notes shall be a description of the building's structural system, if necessary.

2.5.3 Specifications

Technical specifications for final design shall be prepared in accordance with the instructions stated in this RFP. The technical specifications shall be complete and fully coordinated with the drawings. All specification indexes shall be completely edited to reflect the paragraphs retained in the body of the specification. All references that have not been used in the body of the specification shall be edited from the technical specification.

2.5.4 Design Analysis Narrative

Design analysis shall follow the specific content as outlined below.

2.5.4.1 Design Criteria and References

A list of design criteria references, such as DOD Unified Facilities Criteria, Department of the Army Technical Manuals, ACI Standards, UFGS Specifications, and any other references which were used in the design of the project shall be included in the narrative.

2.5.4.2 Design Loads and Conditions

A list of structural design loads and conditions shall be provided, including:

- Snow load parameters;
- Wind load parameters

2.5.4.3 Structural Materials

A list of structural materials shall be provided, together with the stress grades and/or ASTM designations for structural steel, concrete, and reinforcing steel, the series for steel joists, and identification of the proposed use of each material in the structure.

2.5.4.4 Description of the Structural System

A concise description of the proposed structural system.

2.5.5 Design Analysis Calculations

Calculations shall be prepared by an experienced structural engineer and shall include an investigation of loading (gravity, wind, etc.), shear, moment, wind uplift, stability, and deflection calculations. The computations are to be systematic and accurate.

2.6 PLUMBING

2.6.1 Technical Requirements

2.6.1.1 Design and Installation Standards and Codes

Plumbing systems shall be designed and installed in accordance with UFC 3-420-01 Plumbing Systems, the International Plumbing Code (as referenced by the UFC and UFGS), and in accordance with UFGS Specification Section 22 00 00 PLUMBING, GENERAL PURPOSE.

2.6.1.2 Scope of Work

The work includes completion of plumbing system design and construction to provide completely functional plumbing systems as described herein and as detailed by the Plumbing System Designer of Record.

2.6.1.3 Detroit Arsenal Specific Requirements

All abandoned plumbing systems, equipment, piping, equipment pads, and any other abandoned plumbing system component within the project area boundaries shall be removed.

All piping shall be photographed by the Contractor and shall be inspected by the Contractor and COR prior to burying, covering, or concealing. The Contractor shall provide all photographs to the COR in electronic Adobe Acrobat Portable Document Format (PDF).

Match the pipe material when tapping into existing plumbing piping.

2.6.1.4 Equipment

Piping for the plumbing systems and compressed air piping shall be provided as required by UFGS Specification Section 22 00 00 PLUMBING, GENERAL PURPOSE.

Underground waste piping shall be HDPE (high density poly-ethylene) piping or an approved equal. If an existing pipe is planned to be tapped then the new underground waste piping shall match the existing pipe material.

2.6.2 Plumbing Drawings

The design drawings shall be fully coordinated with the design analysis and specifications. Depict all items to be removed, for instance, plumbing piping and any other plumbing system components, on plumbing demolition drawings. Unless otherwise indicated, all floor plans shall be drawn at (1/8" = 1'-0")1:100 scale and shall show all room names and numbers. Sheet reference number sequencing shall be in accordance with the U.S. National CAD Standard requirements.

An index sheet identifying all plumbing drawings shall be provided. The index shall include drawing design file numbers, drawing numbers, sheet numbers, and drawing descriptions.

A plumbing abbreviation, legend, and general notes sheet shall be provided. This sheet shall include all plumbing abbreviations and symbols that will be used on the drawings. Symbols shall be grouped into sections.

Design drawings shall include the following (in addition to drawings required by the Designer of Record):

a. Plumbing Plans

Plumbing plans showing the design and tentative layout of the piping runs. The grade of all drain lines shall be calculated and invert elevations established. All electrical panels, pumps, lawn sprinkler systems, etc. shall be outlined in half-tone on the plumbing plans.

2.6.3 Specifications

The Contractor's plumbing engineer shall provide edited UFGS DIVISION 22 - PLUMBING specifications. Technical specifications for final design shall be prepared in accordance with the instructions stated in this RFP. The technical specifications shall be complete and fully coordinated with the drawings. All specification indexes shall be completely edited to reflect the paragraphs retained in the body of the specification. All references that have not been used in the body of the specification shall be edited from the technical specifications.

2.6.4 Design Analysis Narrative

The design analysis shall contain a description and analysis of the plumbing system design. Special features and unusual requirements shall be noted.

2.6.5 Design Analysis Calculations

Detailed calculations for the plumbing systems shall be included in the Design Analyses.

Piping design shall be based on UFC 3-420-01 Plumbing Systems and the International Plumbing Code (as referenced by the UFC and UFGS) for domestic water, sanitary waste, and vent piping.

2.7 MECHANICAL AND UTILITIES

2.7.1 Technical Requirements

2.7.1.1 Design and Installation Standards and Codes

The design and installation shall conform to the current versions of all applicable Unified Facilities Criteria (UFC), the International Mechanical Code (as referenced by the UFC and UFGS), National Fire Protection Association (NFPA) codes. The selection of new systems shall be based on life cycle cost analysis. The project design and construction shall be in accordance with the latest edition of the Department of Defense (DoD) Unified Facilities Guide Specifications (UFGS). The design and installation shall conform to all standards and codes referenced in the UFGS specifications.

2.7.1.2 Scope of Work

The work includes completion of mechanical and fueling system design and construction to provide completely functional systems as described herein and as detailed by the Designer of Record.

Provide pump for dewatering from the fuel storage tank system.

2.7.1.3 Detroit Arsenal Specific Requirements

All abandoned equipment and component within the project area boundaries shall be removed.

Fuels used are the High Performance Fuels (Jet "A" & JP-8), and Diesel distribution (DF-2) systems.

2.7.1.4 Training

The Contractor shall conduct a training course for the operating of equipment installed.

2.7.2 Drawings

The design drawings shall be fully coordinated with the design analysis and specifications. Depict all items to be removed on the demolition drawings. Provide plans, piping diagrams, details, schedules, sequence of operation and other applicable details as necessary to define the design requirements. Large-scale plans of congested areas shall be provided. Floor plans shall use the architectural floor plans as a basis, with the building outline half-toned. Unless otherwise indicated, all floor plans shall be drawn at (1/8" = 1'-0")1:100 scale and shall show all room names and numbers. An exception to this are administrative areas being air-conditioned shall be (1/4" = 1'-0")1:50 scale and mechanical room plans shall be (1/2" = 1'-0")1:20 scale. Sheet reference number sequencing shall be in accordance with the U.S. National CAD Standard requirements.

Show on mechanical drawings, all items of mechanical equipment, including boiler room equipment, HVAC equipment layout, air handling units, air distribution and exhaust systems, and any other applicable HVAC equipment to determine proper space allocation within the intent of the architectural

layout requirements. Plans, elevations, and sections shall be developed to insure that major equipment items, piping, and ductwork cause no interference with structural members, electrical equipment, or other building or system elements.

All existing and new mechanical utilities shall be indicated on the Site Composite Utilities Plan located in the civil section of the drawing package. The location of existing exterior utilities shall be thoroughly checked and indicated on plans and profiles, thus preventing interference with new services. The utility drawing shall indicate all new utilities, including tie-in points, and existing utilities which are to be abandoned.

2.7.4 Specifications

The specifications shall be updated, shall be completely edited, and shall be fully coordinated with the drawings to accurately and clearly identify the final product and installation requirements for the facility.

2.7.5 Design Analysis Narrative

The narrative portion of the design analysis shall contain a narrative description and analysis for the HVAC portions of the design. The basis and reasons for specific engineering decisions, special features, and unusual requirements shall be explained or summarized. If it is necessary to deviate from criteria or standard practice, reasons shall also be included. Design statements shall be provided in sufficient detail to enable the reviewer to get a clear picture and understanding of all included work. Narrative shall be complete relative to scope and intended design approaches. The total scope projected to final design shall be outlined in a form that will be conveniently adapted, expanded, and detailed at the final design stage. If alternatives were to be evaluated and selected by the designer, findings, and conclusions shall be included. The design analysis shall carry a complete narrative for every item and system covered in the design, and shall include the following:

2.7.5.1 Index

Provide a design analysis index identifying all main and sub-paragraph headings.

2.7.5.2 Project Summary

Provide a brief description of the design objectives.

2.7.5.3 Applicable Criteria

A list of all applicable criteria used for basis of design.

2.7.5.4 Technical Specifications

Provide a list of specifications that will be used for the project.

2.7.6.1 Index

Provide a design analysis index identifying all calculation items.

2.7.6.15 Electrical Load Summary

A summary of all mechanical equipment and the associated electrical load requirements shall be provided.

2.7.7 Energy Conservation

Mechanical designs shall be economical, maintainable, and energy conservative with full consideration given to the functional requirements and planned life of the facility. Emphasis shall be given to heat reclamation, outside air usage, and other energy conservation measures for mechanical systems.

2.8 ELECTRICAL

2.8.1 Technical Requirements

2.8.1.1 Design and Installation Standards and Codes

The electrical design and installation shall conform to the current versions of all applicable Unified Facilities Criteria (UFC), all applicable National Fire Protection Association (NFPA) standards, all applicable Institute of Electrical and Electronics Engineers (IEEE) standards, all applicable National Electrical Manufacturers Association (NEMA) standards, all applicable Illumination Engineering Society (IES) standards, all applicable Electronic Industries Alliance/Telecommunications Industry Association (EIA/TIA) standards, and all standards and codes referenced in the UFGS specifications. All distribution equipment/devised shall be UL listed and conform to NEC and the standards of IEEE, ANSI, and NEMA. Publications, codes, specifications, and standards shall be used as the basis for the project design. Publications and codes that imply recommendations shall be taken to be mandatory. Where there are conflicting criteria, the most stringent requirements take precedence.

2.8.1.2 Scope of Work

The work includes completion of electrical system design and construction to provide completely functional electrical systems as described herein and as detailed by the Electrical Designer of Record. The electrical system shall be designed under the supervision of a registered professional electrical engineer for quality assurance.

Provide electrical power connections for the pump (dewatering system). Provide alarms for the dewatering system.

2.8.1.3 Detroit Arsenal Specific Requirements

All abandoned electrical systems, equipment any other abandoned electrical system component within the project area boundaries shall be removed.

2.8.1.4 Coordination of Electrical Criteria

Electrical criteria provided in this section shall be coordinated with the architectural section, mechanical section, fire protection section, structural section, interior design section, civil and site section, force

protection and security section, and all other sections of this RFP. The number and location of electrical equipment indicated in the electrical requirements are approximate. Contractor design shall meet the intent of the electrical requirements provided in this section. Contractor shall coordinate the final locations of electrical equipment with the Contracting Officer.

2.8.1.5 Interior Branch and Control Wiring

Interior branch and control wiring shall be stranded copper, THHN/THWN, and shall be run in rigid metal conduit (RMC) or electrical metallic tubing (EMT). Interior branch and control wiring running in hollow metal stud partitions or running through non-masonry walls may be metal clad cable (MC) if #6AWG or smaller. Metal clad cable shall be a maximum of 6-feet in length. In areas where walls are not disturbed or reconstructed and wiring cannot be run within existing walls, surface metal raceway may be used within the habitable space of the room. All above ceiling and in wall wiring shall be in conduit and sized according to the NEC. Minimum conductor size for branch and control circuit wiring shall be No. 12AWG. All equipment and circuit grounds shall be provided, installed and connected with green wire in strict accordance with the requirements of NFPA 70 (NEC). Minimum interior conductor raceway size shall be 3/4". If existing control wiring in the project area located above plenum ceilings is plenum rated without conduit then the Contractor shall install plenum rated control wiring without conduit. Interior branch and control wiring installation shall be in accordance with UFC 3-520-01 and UFGS DIVISION 26.

All existing circuits that are replaced shall be demolished including associated wiring and conduit which shall be removed back to the source. Electrical service to and in the building shall be maintained at all times. In the event a power disruption is necessary, the contractor shall submit the Construction Impact Notification Form in accordance with the contract.

2.8.1.6 Motors

Motors shall be of the high energy efficient type. Motor starters for mechanical and special equipment shall be furnished as an integral part of the mechanical or special systems. Motor installation and control shall be in accordance with UFGS DIVISION 26.

2.8.1.7 Motor Efficiencies

Minimum motor efficiencies shall be either Energy Star rated or in accordance with the Department of Energy (DOE) Buying Energy Efficient Products Recommendations. Applications that require definite purpose, special purpose, special frame, or special mounted polyphase induction motors are excluded from these efficiency requirements. Motors provided as an integral part of motor driven equipment are excluded from this requirement if a minimum seasonal or overall efficiency requirement is indicated for that equipment.

2.8.2 Drawings

Drawing scale shall match architectural drawing requirements. Drawings shall be complete and accurate in every detail and shall include arrangements and types of light fixtures, receptacles, switching, location of special features, and necessary details. Drawings shall also include

legends, fixture schedules, panel schedules, one-line diagrams, layout or functional diagrams for each of the various systems, riser diagrams if applicable, estimated maximum demand for each panel and for the entire building, and any other relative information which will help clear up any questionable items on the plans or in the specifications.

All drawings provided to the Contractor shall be field verified for accuracy.

2.8.2.1 Power One Line Diagram

Power one line diagrams shall be shown to indicate arrangement of the system.

2.8.2.2 Schedules

Provide panel board and lighting fixture schedules. Panel board schedules shall include the designation, location, mounting (flush or surface), number of phases and wires, voltage, ampacity total connected load, and demand load. Indicate the trip rating, frame size, interrupting rating and number of poles for each circuit breaker in the panel boards. List the circuit number, circuit description, and load for each branch circuit.

2.8.2.3 Exterior Drawings

Drawings shall be complete and accurate in all details and shall include the routing of all feeder and branch circuits.

2.8.3 Specifications

Submit prescriptive specification sections to specify the quality, characteristics, installation procedures, and testing requirements for all items of the proposed electrical design.

2.8.4 Design Analysis Narrative

The design analysis shall contain a description and analysis of the electrical portions of the design. Special features and unusual requirements shall be noted.

2.8.5.3 Feeders

Provide sizing of feeders. One detailed sample calculation is sufficient to establish the procedure. Remaining data shall be included on schedules and tables.

2.8.5.4 Panel Boards

Provide sizing and loading of panel boards and distribution equipment.

2.9 TELECOMMUNICATIONS

N/A

2.10 FIRE PROTECTION

N/A

2.11 ENVIRONMENTAL PROTECTION COMPLIANCE

Environmental protection shall be in accordance with Appendix A, Standard Environmental Protection Requirements and Appendix B, Other Standard Environmental Protection Requirements.

2.12 SAFETY

2.12.1 Technical Requirements

The Contractor shall adhere to the current installation safety requirements, MIOSHA safety requirements, OSHA safety requirements, the safety requirements included in UFGS Specification Section 01 35 26 GOVERNMENT SAFETY REQUIREMENTS, and the United States Army Corps of Engineer's codes and standards.

The Contractor shall provide preparation and submittal of a site specific Accident Prevention Plan and/or a Health and Safety Plan. The Contractor safety plan shall comply with Michigan OSHA requirements and the latest edition of U.S. Army Corps of Engineers Manual EM-385-1-1. The safety plan shall establish a comprehensive training program which consists of engineering, education, training, and enforcement of safety standards and shall comply with regulatory directives regarding accident prevention and control and safety education and promotion. The Contractor shall construct dust barrier partitions as required to separate construction areas from occupied areas. Exits shall be clear of equipment, materials, and debris. Construction partitions shall be provided in accordance with EM-385-1-1.

2.12.2 Drawings

The drawings shall clearly identify the amounts and locations of hazardous material.

2.12.3 Specifications

The pertinent UFGS specifications shall be completely edited and coordinated with the drawings.

01 35 26	GOVERNMENTAL SAFETY REQUIREMENTS
01 35 30	SAFETY, HEALTH, AND EMERGENCY RESPONSE (HTRW/UST)
01 35 29	SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS
02 82 14.00 10	ASBESTOS HAZARD CONTROL ACTIVITIES
02 82 33.13 20	REMOVAL/CONTROL AND DISPOSAL OF PAINT WITH LEAD
02 83 13.00 20	LEAD IN CONSTRUCTION
02 84 16	HANDLING OF LIGHTING BALLASTS AND LAMPS CONTAINING PCBS AND MERCURY
02 84 33	REMOVAL AND DISPOSAL OF POLYCHLORINATED BIPHENYLS (PCBS)
31 21 13	RADON MITIGATION

Any interference with the civil, mechanical, electrical, geotechnical, and environmental specifications shall be addressed and reviewed to extract the list of sampling and analysis requirements.

2.12.4 Design Analysis Narrative

The Design Analysis Narrative shall list all conditions impacting safe work on the project for each of the sections listed above. Potentially hazardous conditions, such as, materials shall be identified. The basis and reasons for specific decisions, special features, and unusual requirements shall be explained or summarized. If it is necessary to deviate from criteria or standard practice, reasons shall be included. Design statements shall be provided in sufficient detail to enable the reviewer to get a clear picture and understanding of all included work. Narrative shall be complete relative to scope and design approaches. The design analysis shall carry a complete narrative for every item covered in the design.

2.12.5 Design Analysis Calculations

Amount and location of hazardous materials (asbestos, lead paint, PCBs, and other hazardous materials) shall be addressed.

2.12.6 Basis, Specific Goals, Objectives, and Priorities for Hazardous Material

The Design Analysis shall establish specific goals, objectives, and priorities for safety (including the removal, handling, and disposal of hazardous materials). Identify, explain, and document use of design criteria and state how the design meets goals, objectives, and priorities. Identify the preferred site development concept. Show how systematic planning has been used in the design and will meet the objectives. Systematic planning ensures high decision confidence and stakeholder satisfaction. It shall list various regulatory, scientific, and engineering decisions that must be made in order to achieve the desired outcome. List unknowns that stand in the way of making those decisions and strategies to eliminate or manage the unknowns.

2.13 SUSTAINABLE DESIGN

The goals for improving the sustainability of facilities include: (a) use resources efficiently and minimize raw material resource consumption, including energy, water, land and materials, both during the construction process and throughout the life of the facility, (b) maximize resource reuse while maintaining financial stewardship, (c) move away from fossil fuels towards renewable energy sources, (d) create a healthy and productive work environment for all who use the facility, (e) build facilities of long-term value, and (f) protect and, where appropriate, restore the natural environment.

Sustainable design techniques shall be considered as they relate to building design, construction, operation, and deconstruction. Techniques which conserve energy, improve livability, and can be justified by life cycle cost analysis as cost effective are encouraged.

2.14 DEMOLITION AND DECONSTRUCTION

Demolition and deconstruction shall be performed in accordance with UFGS Specification Section 02 41 00, DEMOLITION AND DECONSTRUCTION. Deconstructed materials shall become the property of the Contractor as indicated in UFGS Specification Section 02 41 00, DEMOLITION AND DECONSTRUCTION unless otherwise indicated or specified. Materials not owned by the Government and not used in construction shall be disposed of on Government property.

2.15 COST ENGINEERING INSTRUCTIONS

The Contractor shall submit a professional quality cost proposal in accordance with the policies and procedures stated in the "Cost Estimates" paragraph of the contract.

PART 3 NOT USED

-- End of Section --

SECTION 01 03 00.00 06

DESIGN AND CONSTRUCTION SUBMISSION REQUIREMENTS
04/13

PART 1 GENERAL

1.1 INTRODUCTION

a. Design

This section includes general requirements for developing and submitting a design including preparation of drawings, specifications, design analyses and other design deliverables conforming to the requirements contained in this section. Distribution requirements for design deliverables is also covered in this section.

b. Construction

This section includes distribution requirements for the construction set of design deliverables and distribution requirements for DD Form 1354 and as-built drawings. Included also are the construction submittal classifications for use in editing the technical guide specifications and instructions on revisions to accepted design during construction.

1.2 DESIGNER OF RECORD

The Design-Build (D-B) Contractor shall identify the Designer of Record for each area of work, also to be indicated in the Design Quality Control Plan. One Designer of Record may be responsible for not more than two design disciplines. All areas of design disciplines including **civil, structural, mechanical, plumbing, electrical and utilities** shall be accounted for by a listed, Professional Registered, Designer of Record. The Designers of Record shall stamp, sign, and date each design drawing submitted under their responsible discipline for the 100 Percent Design; Corrected Final Design; and Released for Construction Design submittals.

Designers of Record shall be employees of, or contracted directly by, the Prime Contractor, or shall be an employee of an independent design firm that is contracted directly by the Prime Contractor. The Designer of Record shall not be an owner, employee, agent, or consultant of a construction subcontractor hired for this project.

1.3 REFERENCES

1.3.1 The Construction Specifications Institute (CSI)

CSI MasterFormat (latest edition) Master List of Section Titles and Numbers

1.3.2 U.S. National CAD Standard

(a) The A/E/C CAD Standard (compliant with the U.S. National CAD Standard) can be found at:

<https://cadbim.usace.army.mil/CAD>

1.3.3 Web Sites

In addition to the web sites listed in this section, other Request for Proposal (RFP) Sections may list web sites where design criteria references used in this solicitation package may be found.

(a) UNIFIED FACILITIES CRITERIA (UFC), TECHNICAL MANUALS (TM), TECHNICAL INSTRUCTIONS (TI), AIR FORCE MANUALS (AFM), ENGINEERING TECHNICAL LETTERS (ETL), ARMY ARCHITECTURAL AND ENGINEERING DESIGN CRITERIA (AEI), SUSTAINABLE DESIGN DOCUMENTS, AND MILITARY HANDBOOKS (MIL HNDBK) can be obtained from the following internet addresses:

<http://www.hnd.usace.army.mil/techinfo/engpubs.htm>.

<http://www.wbdg.org/>

Additional web sites are as follows:

(1) TECHNICAL MANUALS, ETL's, ETC.:

www.usace.army.mil/inet/usace-docs

Click on "Information", then the desired publication.

(2) AIR FORCE DESIGN CRITERIA:

<http://afpubs.hq.af.mil>

(3) UNIFIED FACILITIES GUIDE SPECIFICATIONS (UFGS)

http://www.wbdg.org/ccb/browse_org.php?o=70

Guide specification numbers and titles referenced in the solicitation may vary from the actual specification numbers and titles available at the website listed above.

SpecsIntact software may be downloaded at the following Internet address:

<http://si.ksc.nasa.gov/SpecsIntact/software/software.htm>

SI Version 4.0 (Version SI4.2.0.785) or later shall be used. The new unified submittal format shall be selected for file format.

1.4 ENGLISH UNITS REQUIREMENTS

Drawings shall be stated in English units of measure. Specifications shall be stated in English units of measure, unless the UFGS specifications provide only a metric unit followed by the English equivalency in parentheses or where requirements for equipment are only available in metric units.

1.5 SUBMISSION OF DESIGN DRAWINGS, SPECIFICATIONS, AND DESIGN ANALYSES

1.5.1 Design Certification

Within each design submittal, the Contractor shall certify that all items submitted in the design documents (after construction award) comply with this RFP, the Division 1 specifications, the Detroit Arsenal Installation Design Guide (IDG), and mandatory requirements of the UFGS. The criteria specified in this RFP are binding contract criteria and in case of any conflict, after award, between the RFP criteria and Contractor's submittals, the RFP criteria will govern unless there is a written and signed agreement between the Contracting Officer and the Contractor waiving a specific requirement. The Contractor shall present with the letter of transmittal for each design submittal (including the Released for Construction Design submittal) a certification that the submittal (plans, specifications, design analysis, etc.) complies with the requirements stated above, similar to that shown at Attachment A of this section. The Contractor's Designers of Record shall confirm and be responsible for the technical accuracy and adequacy of all aspects of the project design.

1.5.2 Deviations

Deviations from the RFP technical requirements shall be identified in the letter of transmittal and design certification letter. Deviations from the RFP technical requirements will be considered and accepted by the Contracting Officer, if the changes result in a significant improvement to the project or if the changes exceed the minimum RFP technical requirements.

1.5.3 Field Inspection

The Contractor shall verify field conditions which are significant to design, by field inspection, researching and obtaining all necessary existing facility as-built drawings and reproducing them for his own use as necessary, and discussing status with knowledgeable personnel. The information shall be reflected in the design documents.

1.5.3.1 Photographs

The Contractor shall furnish digital photographs on CD-ROM depicting the progress of work during construction and after final inspection by the Contracting Officer's Representative (COR) of the conditions at the completion of the contract.

The monthly photography shall be performed between the first and fifth of each month and the CD's with digital photographs shall be submitted no later than the 10th of each month during the construction phase of the contract (from start of construction through completion of final inspection). The photograph CD shall be submitted in accordance with the submittal requirements of this RFP. A minimum of six views from different positions shall be taken as direction to show, as much as possible, work accomplished during the previous month, and a minimum of six views shall be taken of the completed work. Additional views and positions may be required by the COR to depict the work done.

Photographs shall be at least 4 megapixels and shall be in JPEG format. Each CD shall be identified with the date made, contract title and number, location of work, and a brief description of the work depicted.

No separate payment will be made for these services and all costs in connection thereto shall be considered a subsidiary obligation of the Contractor.

1.5.4 Drawings

1.5.4.1 Software Requirements

All design drawings shall be done by the Contractor using MicroStation V8 (.dgn) file format. The format shall conform to the U.S. National CAD Standard.

1.5.4.2 RFP Drawings

The drawings furnished with this solicitation will be furnished to the Contractor in AutoCAD (.dwg) file format or MicroStation V8 (.dgn) file format.

1.5.5 Design Documents

Design documents, as required by the 65 Percent Design and 100 Percent Design submittals stated hereafter, shall include construction drawings, specifications, design analysis, and other design deliverables for categories; such as **civil, structural, plumbing, mechanical, electrical and utilities**. Specifications shall be in sufficient detail to fully describe and demonstrate the quality of materials, the installation and performance of equipment, and the quality of workmanship. Detailing and installation of all equipment and materials shall comply with the manufacturer's recommendations. The design analysis shall be for each discipline of work and shall include all features with the necessary calculations, tables, methods and sources used in determining equipment and material sizes and capacities, and shall provide sufficient information to support the design.

1.5.6 Conferences

After contract award, the Prime Contractor and the Contractor Designer of Record representatives shall attend the Preconstruction Conference at the Detroit Arsenal (DTA).

In addition, a minimum of one design review conference during design will be held at the DTA at the 65 percent completion stage of the design. The Prime Contractor and the Contractor Designer of Record representatives shall attend the design review conference, visit the site, meet with key using agency points of contact, address any appropriate discussion items, and make additional trips as necessary during the design to accomplish the work.

1.5.7 Document Packaging

The 65 Percent Design submittal includes the site and utility design and the building design complete to a 65 percent level. These documents shall be packaged and stamped "For Review Only - 65 Percent Design"; and each sheet of the drawings shall also be stamped. The 100 Percent Design submittal includes 100 percent complete site and utility design and building design and shall be stamped "For Review Only - 100 Percent Design", and each sheet of the drawings shall also be stamped. The design submittal(s) after the Government review of the 100 Percent Design shall be stamped "Released for Construction Design"; and each sheet of the drawings shall also be stamped. The Released for Construction Design submittal is for making corrections resulting from review comments and for preparing the final project

documents. No additional time for completion of the contract will be granted to the Contractor due to insufficient design submittals.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 CONTRACTOR'S GENERAL DESIGN SUBMITTAL REQUIREMENTS

The design submittals for this project shall be submitted as indicated below. The design submittals shall be submitted to the Distribution Addresses listed below and shall include specifications, drawings, and design analysis in electronic format on CD as described below. Drawings shall be submitted in hardcopy and electronic format.

65 Percent Design for all disciplines.

100 Percent Design for all disciplines.

Released for Construction Design for all disciplines.

3.2 CONSTRUCTOR'S ROLE DURING DESIGN

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes actions such as: integrating the design schedule into the master project schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction Quality Control (QC) program with the design QC program, and maintaining and providing the design team with accurate, up-to-date, redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities. All work shall be performed in accordance with the Construction Quality Management (CQM) process in UFGS Specification Section 01 45 00.00 10 QUALITY CONTROL.

The project schedule shall be provided in accordance with UFGS Specification Section 01 32 01.00 10 PROJECT SCHEDULE. The Contractor shall, within five calendar days after contract notice to proceed, prepare and submit for approval the practicable project schedule. The project schedule shall show the order in which the Contractor proposes to perform the work and the dates on which the Contractor contemplates starting and completing the salient features of work. The work shall be scheduled so that, upon the start of design and the start of construction, work progresses in a continuous and diligent manner. A project schedule that does not reflect steady and reasonable progress throughout the design and construction periods will be rejected by the Government. Weekly progress reports and contractor progress reports are required covering the period from notice to proceed through final inspection and contract closeout. The project schedule shall be submitted to the COR in electronic Adobe Acrobat Portable Document Format (PDF) and electronic Microsoft Project format. The ENG Form 4025 shall be submitted in electronic Adobe Acrobat Portable Document Format (PDF) and shall be digitally signed by the Contractor.

3.3 DRAWINGS

Prepare, organize, and present drawings in the format specified herein. Provide drawings complete, accurate and explicit enough to show compliance with the RFP requirements and to permit construction. Drawings illustrating systems proposed to meet the requirements of the RFP performance specifications shall reflect proper detailing for each system to assure appropriate use, proper fit, compatibility of components and coordination with the design analysis and specifications required by this section. Coordinate drawings to ensure there are no conflicts between design disciplines and between drawings and specifications. The electronic drawings shall be in accordance with both the U.S. National CAD Standard and the Detroit Arsenal (DTA) Directorate of Public Works (DPW) CADD Standard which includes graphics (text fonts, text heights, and line weights), naming conventions (file names, sheet names, and level names), drawing assembly (referencing), sheet file composition, and all other specifications of the U.S. National CAD Standard and DTA DPW CADD Standard. A copy of the DTA DPW CADD Standard will be provided to the Contractor upon written request to the COR.

3.3.1 Drawings Format

Full size drawings are considered Arch D (24 inches x 36 inches). Half-size drawings are considered Arch C (18 inches x 24 inches). With written approval from the Contracting Officer's Representative, the Contractor may choose to consider the use of Arch 30 (30 inches x 42 inches), where size or scope of the project requires the use of larger drawing sheets. Title block shall be as indicated in the U.S. National CAD Standard and shall be based on the Detroit Arsenal title block. The Cover Sheet of the Contractor prepared drawings shall bear the stamp or seal and signature of the registered architect or appropriate engineer responsible for the work. One full size and one half size hardcopy set of drawings shall be sent to the Activity Distribution Addresses listed below. Electronic copies of drawings, provided on CD, shall be sent to the Activity Distribution Addresses listed below, in MicroStation V8 format and Adobe Acrobat Portable Document Format (PDF). The drawings in Adobe Acrobat PDF format shall be provided in one single file containing all drawings in the design package. The drawings in Adobe Acrobat PDF format shall be directly converted from the source files and shall be searchable Adobe Acrobat PDF files (the drawing files shall not be scanned). The hardcopy and electronic drawings shall be provided for the 65 Percent Design submission, the 100 Percent Design submission, the Released for Construction Design submission, and the As-Built Drawing submission.

3.3.2 Drawings Sequence

Arrange drawings by design discipline in accordance with the U.S. National CAD Standard.

3.3.3 Drawings Required

As a minimum, the Contractor shall prepare and submit the following design drawings:

- a. Title Sheet, Index of Drawings, Legend and Abbreviations.
- b. Civil Drawings

c. Utility Drawings (sanitary)

d. Structural Drawings

e. Mechanical Drawings

f. Plumbing Drawings

g. Electrical Drawings

3.4 SPECIFICATIONS

3.4.1 Project Specifications

3.4.1.1 General Requirements

The Contractor shall develop project specifications utilizing unedited Unified Facilities Guide Specifications (UFGS), designated specification sections furnished with this RFP, and the development of additional project specifications not covered by UFGS. UFGS may be downloaded in SpecsIntact SGML (zipped) file format at the internet address listed above. Specifications shall be edited utilizing the latest edition of MasterFormat numbering system. The Contractor shall utilize SpecsIntact software.

3.4.1.2 Technical Specifications

The Contractor shall be required to use unedited UFGS sections for developing project specifications. Specification paragraphs and subparagraphs shall not be rewritten to lessen the quality of the original technical specification sections, unless directed otherwise. The technical guide specifications describe the type and quality of material and installation normally acceptable for United States Army Corps of Engineers construction, and often represent specific agreement between the Government and the applicable industry. The provision of the technical guide specification shall not be changed without justification. Justifications and identification for additional materials shall be identified in the design analysis under the appropriate design discipline. Designer notes shall not appear in any design submittals. Only bracketed choices and inapplicable items shall be marked for deletion. These items shall be removed in the Released for Construction Design specifications submittal. The Contractor shall complete the editing of all options in these specifications. Where designer notes are provided, the Contractor shall edit the choice in accordance with the recommendations and guidance of the notes, except where specific guidance has been provided with this RFP (i.e. submittal paragraph).

3.4.1.3 Editing Technical Specifications

(1) Incorporating Established RFP Requirements into Guide Specifications

Where specific requirements in regards to materials, methods, and end function requirements are provided in the edited RFP Division 1 provided in this RFP, the unedited Unified Facilities Guide Specifications (UFGS) shall be edited to reflect these requirements. Variations to these requirements will not be permitted, unless authorized as a design deviation by the Contracting Officer.

(2) Requirements of Guide Specifications Not Established By RFP Requirements

Where specific direction has not been provided in regards to materials, methods, and end function requirements, the final requirements will be a result of the completed design by the Contractor.

The applicable unedited UFGS sections, Divisions 2 through 49, shall be edited to:

- (a). Provide the highest quality that can be provided within the cost and time authorized;
- (b). Meet or exceed the criteria requirements established by the solicitation;
- (c). Meet applicable Federal, state, and local codes; and
- (d). Do not sacrifice aesthetics, user requirements established by the solicitation, life-cycle economy, energy conservation, environmental protection or life safety.

Lessening the quality of the UFGS specifications shall not be made unless the Contractor provides the Contracting Officer documentation as to why the standards established by the UFGS sections cannot be made and the Contracting Officer approves. This documentation shall be included as a design deviation.

(3) ADDITIONS: If the specifications of the UFGS do not cover a feature that is in the project, new sentences and/or paragraphs shall be inserted in the proper locations to adequately cover the feature of work. Additions shall not lessen the quality of materials indicated by the specifications. If a new material is added, it shall be properly referenced in "Applicable Publications," "MATERIALS," "SUBMITTAL," "TESTS," and "INSTALLATION" paragraphs.

(4) DELETION OF INAPPLICABLE TEXT MATERIAL, AS NECESSARY, TO TAILOR THE SPECIFICATIONS TO FIT THE PROJECT: After deletion has been made to all inapplicable paragraphs, subparagraphs, choices, and schedules from the body of the specifications (including the correction of lists in "Submittals," "Tests," and "Installation" paragraphs), delete all non-applicable references listed in the preceding "APPLICABLE PUBLICATIONS" and "MATERIALS" paragraphs. Deletions shall not lessen the quality of materials indicated by the specifications.

(5) Do not remove any special code markings for submittals, references, tests or section references, unless the text is not required.

(6) REFERENCES TO SPECIFICATION SECTIONS: The Contractor shall be responsible for coordinating section references, along with the technical requirements, to specific specification sections (number and title) within the project specifications. Section references (title and number) shall be revised to reflect the titles and numbers of specification sections used.

(7) REFERENCES: The Contractor shall be responsible for coordinating references or publications referenced in the text of each specification with those references listed at the beginning of each section. See paragraph: Reports below. The SpecsIntact software removes references or publications

not referenced in the text from the Reference Article, when printing from the Jobs menu.

(8) SUBMITTALS: Each section of the specifications includes a submittal paragraph which lists all applicable Contractor submittals. Submittals shall be properly marked as outlined in the SpecsIntact documentation and in this section. These codings are used for automatic generation of the Submittal Register in the SpecsIntact Software. These codings must not be deleted from the text, unless the submittal is not required. The Submittal Item text between the coding shall be identical (word for word, including punctuation and spacing) to the paragraph text in the reference paragraph(s). Text may be either upper or lower case letters. An example of a submittal paragraph is provided in Attachment C, "Sample Submittal Paragraph".

During the design phase, the Contractor's designer(s) shall develop a complete list of required construction submittals in each technical specification. The list is to be used in preparing the Submittal Register for approval by the Contracting Officer's Representative (COR).

See UFGS Specification Section 01 33 00 SUBMITTAL PROCEDURES, for complete instructions related to submittal descriptions, classifications, numbers, and submittal process. Unless directed otherwise by the Contracting Officer, the words "Government Approval" associated with "G" designated submittals shall be interpreted as defined herein and in section 01 33 00 SUBMITTAL PROCEDURES.

Submittal Classifications defined in Section 01 33 00 are G-DO, G-AO, and FIO. One of these designations shall be used for all submittal requirements. For each submittal requirement in the guide specification, designers shall indicate a submittal type (G-DO, G-AO, or FIO) or shall delete the requirement for the submittal if it is not required. The references to "G-AE" and "G-PO" submittal types in the designer notes of the technical guide specifications shall be disregarded and submittals shall be designated G-DO, G-AO, or FIO as determined by the Designer in accordance with the instructions in this section and Section 01 33 00 SUBMITTAL PROCEDURES. There shall be no "G-AE" or "G-PO" submittals in the submittal register.

To designate a submittal item as FIO, mark the semi-colon following the submittal item and also the submittal tags up to the Item tag for deletion (i.e. "; [], []"). Designers shall identify submittal classifications for all required submittals.

(9) USE OF UFGS SECTIONS: Unless directed otherwise, use UFGS sections. UFGS sections are joint effort of the U.S. Army Corps of Engineers (USACE), the Naval Facilities Engineering Command (NAVFAC), National Aeronautics and Space Administration (NASA) and the Air Force Civil Engineer Support Agency (AFCEA). In instances where more than one UFGS section addresses the same material or system requirement, use the section developed by the USACE specification proponent (general rule of thumb). Available UFGS sections with the numbers ending ".00 10", ".00 20" or ".00 40" following the section number are sections that have not yet been unified by the different Government design agencies. The ending numbers designate the specification proponent (".00 10" is for USACE, ".00 40" for NASA and ".00 20" is for NAVFAC). Where UFGS sections include tailoring options for both the various proponents (Army, NASA, and Navy) use the Army tailoring option unless

otherwise indicated in this RFP. Where conflicts exist that cannot be resolved, the Contracting Officer shall be contacted to resolve the issue.

3.4.1.4 Developing Additional Project Specifications

If the need should arise for developing project specifications on materials and items not covered by the UFGS, the Contractor shall develop specifications utilizing commercial Construction Specifications Institute (CSI), 49 Division, 3 Part Section Format. These specifications shall conform to the applicable criteria requirements indicated in the solicitation. For these specification sections, write at the Mediumscope level of detail as described in CSI MasterFormat. Use Mediumscope level section numbers and titles as identified in CSI MasterFormat. Adjust section numbers which conflict with the specifications used in the project specifications. Each of these developed specification sections shall be in the same format as the CSI format specifications included in the UFGS (including the submittal paragraph). Commercially available guide specifications such as "SpecText" published by The Construction Specifications Institute and "MasterSpec" published by The American Institute of Architects may be used, subject to the format, coding and submittal paragraph requirements if UFGS specification sections are not available. References to the "Architect/Engineer" and the "Owner" shall be changed to refer to the "Government" or "Contracting Officer," as appropriate. The specifications shall clearly identify, where appropriate, the specific products chosen to meet the requirements of the specifications (manufacturers' brand names and model numbers or similar product information). The Contractor shall be responsible for coordinating references, along with the technical requirements, to specific specification sections (number and title) within the project specifications. Section references (title and number) shall be revised to reflect the titles and numbers of specification sections used.

3.4.1.5 Division 0 and 1 Sections

Include Division 0 and 1 specification sections indicated below as part of the project specifications, unless directed otherwise:

01 32 01.00 10 PROJECT SCHEDULE,
01 33 00 SUBMITTAL PROCEDURES,
01 35 26 GOVERNMENT SAFETY REQUIREMENTS,
01 45 01 USACE QUALITY CONTROL,
01 57 20.00 10 ENVIRONMENTAL PROTECTION,
01 62 35 RECYCLED / RECOVERED MATERIALS,
01 74 19 CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT,
01 78 00 CLOSEOUT SUBMITTALS,
01 78 23 OPERATION AND MAINTENANCE DATA,

All other Division 1 Specifications required by the Contract shall be the responsibility of the Contractor.

3.4.1.6 Format for Project Specifications

Submit the project specifications, including a cover page and table of contents, printed with a word processor (using SpecsIntact software) using good quality white paper. For the 65 percent and 100 Percent Design submittals, editing of the UFGS shall be shown as indicated in the SpecsIntact documentation for text deletions and for text insertions (i.e.

65 percent and 100 percent review specifications shall be printed to show all insertions and deletions). The Released for Construction Design specifications with review comments incorporated shall be cleaned up (markings for insertion and deletion removed) and shall be submitted in electronic format on electronic media (a Microsoft Windows compatible CD-ROM and compatible with the "SpecsIntact" micro computer software package). The cover page and attachments to specification sections shall be prepared in a Microsoft Word (compatible with Microsoft Word 2007) format. In addition to the electronic SpecsIntact formatted specifications, a single Adobe Acrobat PDF file, containing all specification sections for this project, shall be provided on CD with the 65 Percent Design, the 100 Percent Design, and the Released for Construction Design submittals.

Format shall be as outlined in the SpecsIntact documentation.

Each specification section shall include a Section Table of Contents which is combined with the page numbering of the specification section.

The Cover page shall be similar to the RFP Cover page and shall include:

- a. Project title, project number, activity and location
- b. Construction contract number
- c. Construction Contractor's name and address
- d. Design firm's name and address
- e. Names of design team members (Designers of Record) responsible for each Contractor prepared technical discipline of the project specification
- f. Name and signature of a Principal of the design firm

The Table of Contents shall list the specification section numbers and titles contained in the project specifications.

3.4.1.7 Reports

The Contractor shall submit the following SpecsIntact reports with the 100 Percent Design and the Released for Construction Design submittals: Address Verification, Reference Verification, Section Verification, Bracket Verification, Submittal Verification, and Submittal Register. References shall be reconciled when printing reports. The reports to be submitted for review shall be after the Contractor has corrected the errors generated by these reports. From the errors generated by the reference verification reports, fix only those errors where there is a discrepancy with the issue date of a publication (i.e., NFPA 70, revise to the latest code requirement). Address, Reference, and Submittal Reconciliation shall be completed prior to submittal of the 100 Percent Design.

3.4.2 Construction Submittals

All construction submittals shall be in accordance with Specification Section 01 33 00, "SUBMITTAL PROCEDURES".

Construction submittal types and products, including the submittal description numbers and data package numbers, shall be included in the specification sections, where required. When appropriate, use specific product terms instead of the generic product terms contained in the specifications sections (e.g., asphalt shingles, built-up roofing, EPDM single ply, etc. vs. roof covering; concrete masonry units, brick, metal siding, etc. vs. exterior skin; mineral fiber board, block, batt or blanket, polystyrene, polyurethane, polyisocyanurate board vs. insulation).

All submittals shall be provided in electronic Adobe Acrobat Portable Document Format (PDF). The ENG Form 4025 shall be provided in electronic Adobe Acrobat Portable Document Format (PDF) and shall be digitally signed by the Contractor. Submittals which require hardcopy submission; such as samples, shall be provided in hardcopy format (one hardcopy of the submittal) and shall be provided with an accompanying electronic digitally signed Adobe Acrobat PDF copy of the ENG Form 4025 and a hardcopy of the ENG Form 4025. One electronic copy and two hardcopies shall be provided for all drawing submittals. Electronic copies of design submittals shall be provided in the formats specified in this Request for Proposal (RFP).

Submittal review comments and submittal classification will be provided in hardcopy or electronic format by the Government.

The Government will have fourteen (14) calendar days to review and respond to construction submittals after date of receipt of the construction submittal.

3.4.2.1 Submittals Register (Form)

Prepare and maintain a Submittals Register. The Submittal Register (ENG Form 4288 "Submittal Register") shall be prepared using SpecsIntact Software. Additional instructions for completing the form are contained in Specification Section 01 33 00, "SUBMITTAL PROCEDURES."

Fill in columns "c" through "f" and submit with the 100 Percent Design submittal. The Submittal Register will be returned to the Contractor along with the reviewed and accepted design.

Resubmit the Submittal Register as a construction submittal as required in Specification Section 01 33 00, "SUBMITTAL PROCEDURES." The Contractor shall provide an electronic copy of the accepted submittal register (navy4288.txt file), generated by the SpecsIntact software, in both SpecsIntact file format and Adobe Acrobat Portable Document Format (PDF), seven (7) calendar days prior to the pre-construction conference. Remaining columns will be filled in at the appropriate time and by the appropriate authorities during construction.

3.5 DESIGN ANALYSES

Prepare design analyses (basis of design and calculations) for each design discipline. Specific requirements relative to the technical content to be provided are specified herein. The design analyses shall include a basis of design and calculations for each discipline. The design analyses shall be a presentation of facts to demonstrate that the concept of the project is fully understood and that the design is based on sound engineering. The design analysis for each discipline shall include:

- a. A basis of design consisting of:
 - (1) An introductory description of the project concept which addresses the salient points of the design;
 - (2) An orderly and comprehensive documentation of criteria, rationale, assumptions, and reasoning for system selection.
- b. Calculations required to support the design.

The Contractor shall not make reference to the RFP to avoid stating the requirements for the basis for design.

3.5.1 Format

The design analysis shall include: a cover page indicating the stage of design "PRELIMINARY DESIGN ANALYSIS" for 65 Percent Design submittal and "FINAL DESIGN ANALYSIS" for 100 Percent Design submittal, the project title, the fiscal year, the location, name of designer who prepared the design analysis ("Prepared By:") followed by the Name of Architect-Engineer (A-E) Contractor and Construction Contractor, location of A-E and Construction Contractor Office involved with the design, construction contract number, table of contents, and tabbed separations for each part of design analysis for quick reference. The cover sheet shall indicate the volume number and total number of volumes for the project. Provide a cover sheet for each volume. Submit design analyses prepared on 8 1/2 by 11 inch white paper. The design analysis for all disciplines shall be bound in one volume, excluding calculations. Multiple volumes for individual disciplines, appropriately numbered, may be provided, when required. An electronic copy of the design analysis submittal shall be submitted in Adobe Acrobat PDF format. Narratives shall be provided in decimal paragraph numbering system (i.e. 1, 1.1, 1.1.1, 1.1.1.1 etc.). Narratives shall be an original document that does not copy the text from the RFP document sections, unless directed otherwise, and shall be written in the same tense (Past or Present) for the entire design analysis. Each part of the design analysis shall include part numbering and page numbering (consecutive page numbering for each part). Organize design analysis narrative into the following parts, as follows:

3.5.1.1 Part 1 - General Description.

This part will provide statements of purpose, authority and applicable criteria. A description of the project and a summary of the economic factors influencing the choice of the **civil, structural, plumbing, mechanical, electrical and utilities** systems used in the project shall be provided along with an indication of how initial costs and life cycle costs were considered.

- a. **Purpose**. Include the following statement under the heading of "PURPOSE":

"Sample Statement: The purpose of this project is to provide a facility which allows for adequate comprehensive programs for both military personnel and their dependents. The anticipated average daily attendant for this facility will be 450 persons. The facility provides for adequate support for athletics, aerobic activities, auxiliary administrative support, parking and support area."

b. Authority. Provide the following authorization statement under the heading "AUTHORITY" for the project:

"Sample: The preparation of design documents was authorized by Design Directive dated (31 January 2009)."

c. Applicable Criteria. Provide a list of the general criteria that pertains to all disciplines used in the design. Specific criteria used in a particular engineering/architectural discipline shall be listed in the text of the appropriate discipline in Part 2 of the design analysis. Such criteria shall be referenced accordingly.

d. Project Description. Provide a description of the project and summary of economic factors influencing the choice of materials and systems used in the project.

3.5.1.2 Part 2 - Design Requirements and Provisions.

This part of the design analysis shall provide statements of factors considered and provided in the design along with supporting justification of design decisions and design calculations. Include narratives for each of the following areas or disciplines; **Civil, Structural, Plumbing, mechanical, Electrical, Utilities, Environmental Protection Compliance, Safety, and Sustainable Design.**

3.5.2 Calculations

All calculations shall be placed in separate appendix volume(s). Calculations shall include a cover page similar to the design analysis narrative cover page, a table of contents, index page, a summary of criteria for each appendix, the project title, and the location identified on every page of the calculations. All calculation pages shall be clearly legible. Each discipline which requires calculations shall be consecutively numbered (Example: A-1, A-2, A-3 etc. for Water Supply and Wastewater Calculations and B-1, B-2, B-3, etc. for Structural Calculations) and the date. Cite criteria from which the calculations, rationale, and formulae are extracted by publication number, title, edition, and page number. The cover page and each page of calculations shall also include the names of the persons originating and checking the calculations. The person checking the calculations shall be a registered professional engineer other than the originator. In addition, the signature and seal of the appropriate registered professional engineer responsible for the work shall appear on the cover page of the calculations for each discipline. Each appendix index page shall list subtopics (e.g. for Structural - Loads, Materials, References, Wind Analysis, Footing Design, Wall Design, Column Design, etc.) with pages numbers where each of these subtopics can be found in the calculations.

Computer printouts shall be consecutively page numbered and identified similar to the calculations. Identify the computer program name, source, and version. All schematic models used for computer input shall be provided.

3.5.3 Design Review Meetings

Formal design review meetings shall be held at DTA DPW Building 205 Conference Room for the following milestone meetings:

65 Percent Design Submittal
100 Percent Design Submittal

The design review meetings shall be scheduled after all comments have been received and addressed by the Contractor. The Contractor shall provide all design review comment responses to the COR. The COR will schedule the design review meeting with the Contractor and appropriate Government personnel.

Design review meetings shall not be taken as an approval or acceptance and do not relieve the Contractor from responsibility for compliance with the RFP solicitation, code regulations, or betterments, either listed with the Contractor's proposal or identified during the proposal evaluation.

For each design review meeting, the Contractor shall provide adequate copies of annotated comments to all conference participants. Unresolved comments and problems will be resolved by immediate follow-on action at the end of the meetings. Valid comments will be incorporated.

In addition, the Contractor shall request a design progress meeting to the COR after 35 percent design is complete. The COR may schedule the design progress meeting with the Contractor and appropriate Government personnel. The Contractor shall bring 35 percent design drawings and specifications to the meeting. The Contractor shall brief the Government personnel on all aspects of the 35 percent design package. The intent of the 35 percent design progress meeting is to address all design issues, conflicts, concerns, and questions. Additional design progress meetings may be requested by the Contractor or the COR and may be scheduled by the COR to address issues, conflicts, concerns, and questions.

3.5.4 Requests for Information, Meeting Minutes, and Comments

Copies of Requests for Information (RFIs) made by the Contractor to the Government shall be included as an appendix to the design analysis. An index of each RFI, which documents the RFI number, the date the RFI was given to the Government, the date the RFI was answered by the Government, and the response provided by the Government shall be provided. The Government will have fourteen (14) calendar days to respond to RFIs after date of receipt of the RFI.

The Contractor shall record meeting minutes at each meeting attended. The Contractor shall submit the meeting minutes to each person that attended the meeting via e-mail message no later than three (3) calendar days after the meeting occurs. Any RFI, from any meetings, shall be formally submitted separately by the Contractor to the Contracting Officer. A copy of all meeting minutes and design review comments (if any) with responses shall be included as an appendix to the design analysis.

Appendices for RFIs, meeting minutes, and design review comments shall have page numbering that follows the same format as for Calculations listed above.

3.6 DESIGN CERTIFICATION

The Contractor shall provide certification signed by an officer of the Contractor's company attesting that the drawings, specifications, and design analyses prepared for construction meet the requirements of the RFP. The certification shall accompany the submission of the design documents along with names and disciplines for the Designers of Record. This design certification shall include a list of deviations (variations) from the solicitation or accepted final design. Prepare the design certification and transmittal letter in the format shown on Attachment A or Attachment B included at the end of this section.

3.7 65 PERCENT DESIGN SUBMITTALS

The 65 Percent Design submittal shall consist of 65 percent complete drawings and specifications for all areas of design disciplines including **civil, structural, plumbing, mechanical, electrical and utilities**. All design calculations for all disciplines shall be provided with the 65 Percent Design submittal. The design calculations provided with the 65 Percent Design submittal shall be 100 percent complete. The design analysis shall be 100 percent complete and shall be provided with the 65 Percent Design submittal.

3.8 100 PERCENT DESIGN SUBMITTALS

The 100 Percent Design submittal shall consist of 100 percent complete drawings, specifications, and design analysis for all areas of design disciplines including **civil, structural, plumbing, mechanical, electrical and utilities**.

3.9 REVIEW BY GOVERNMENT

3.9.1 Distribution of Design Documents for Conformance Review

(a) The Government shall receive design submittal review responses from the Contractor prior to design review conferences as specified in the paragraph below. All submittals shall be transmitted by express mail. Originals of transmittal letters shall be sent to the Detroit Arsenal Directorate of Public Works and copies shall accompany each mail package. Transmittal letters shall indicate distribution by use of the "ATTN" code shown in the address. Design document sets shall include the items listed below. Some of the construction submittals are also listed. Design submittals shall be submitted as a complete package (i.e. drawings, specifications, design analysis,...). The distribution listed below also applies to all design reviews and design packages accepted for construction.

(b) For the 65 Percent Design, the 100 Percent Design, and the Released for Construction Design submittals, if the Government requires more time than the number of days specified, the Contractor will be granted an extension of time equal to the number of calendar days of delay.

3.9.1.1 Design Submittal Items

Electronic copies of each required submittal (unless specified otherwise in this RFP); Design Analysis, Specifications, Drawings (half size hardcopy set, full size hardcopy set, and electronic copy), Submittal Register, Review Comments, Requests For Information, Meeting Minutes, Design Certification Letter, Operation and Maintenance Manuals, As-Built Drawings (half size hardcopy set, full size hardcopy set, and electronic copy), and

DD Form 1354 - Transfer and Acceptance of Military Real Property, shall be sent to the Activity Distribution Addresses listed in the paragraph below as required for the 65 Percent Design submittal, the 100 Percent Design submittal, the Released for Construction Design submittal, and for the project completion submittals.

3.9.1.2 Activity Distribution Addresses

Department of the Army
US Army Garrison - Detroit Arsenal
6501 East Eleven Mile Road
Mail Stop 117 (Attn: Karen Carnago)
Warren, Michigan 48397-5000

Army Contracting Command - Warren (ACC-WRN)
6501 East Eleven Mile Road
Mail Stop 350 (Attn: John Sarti)
Warren, Michigan 48397-5000

3.9.2 Review Comments

For each design submittal, the Contractor will be furnished comments from the Detroit Arsenal Directorate of Public Works, and other agencies involved in the review process, approximately fourteen (14) calendar days after receipt, unless indicated otherwise. Annotated comments and responses to all design review comments, including the disposition of all comments, shall be furnished in writing by the Contractor within seven (7) calendar days of the review comments receipt. The Government will schedule the design review conference within seven (7) calendar days from receipt of the design review responses from the Contractor.

In responding to review comments presented by the Government, the Contractor's designer shall state how and where comments were addressed or will be addressed with the next design submittal.

All Government review comments on the 65 Percent Design shall be resolved prior to distribution of the 100 Percent Design documents. The Contractor shall furnish copies of annotated review comments indicating disposition of all comments with the 100 Percent Design document set.

All Government review comments on the 100 Percent Design shall be resolved prior to distribution of the Released for Construction Design documents. The Contractor shall furnish copies of annotated review comments indicating disposition of all comments with the Construction document set.

For each design review meeting, the Contractor shall provide adequate copies of annotated comments to all conference participants. Unresolved comments and problems will be resolved by immediate follow-on action at the end of the conferences. Valid comments shall be incorporated.

After receipt of final corrected Released for Construction Design documents, the Detroit Arsenal Directorate of Public Works will recommend acceptance to proceed with construction as stated in this RFP.

3.9.3 Delays

Delays caused by the Contractor in completion of the 65 Percent Design, the 100 Percent Design, or the Released for Construction Design will not be considered as valid reasons to delay completion of the entire design. The Government may not be held liable for delays caused by re-submittal efforts caused by designs submitted which are rejected by the reviewers.

3.10 RELEASED FOR CONSTRUCTION DESIGN

Upon the Contractor's completion of the Released for Construction Design submittal, the Contractor shall reproduce copies of the design documents (accepted for the purposes of beginning construction) subject to the incorporation of the 100 Percent Design review comments. The Cover Sheet of the Contractor prepared drawings shall bear the stamp or seal and signature of the registered architect or appropriate engineer responsible for the work. The date on each drawing shall reflect the month and year that the drawings were cleared for the purposes of beginning construction. The cover sheet of the drawings, the cover sheet of the specifications, and the cover sheet of the design analysis shall include the date that the design documents were cleared for the purposes of beginning construction. The Contractor shall provide the design analysis, the design drawings, and the specifications in electronic formats as specified above. Drawings shall be provided in electronic and hardcopy format as specified above. Distribution shall be as indicated above. The originals will be retained by the Contractor for recording of as-built conditions. Upon completion of the project, the accepted design documents corrected to reflect as-built conditions shall be supplied to the Government.

The Contractor will be notified in writing by the Contracting Officer of Construction Notice to Proceed (NTP) when the design has been cleared for construction, accepted by the Government, and therefore considered Released for Construction Design documents.

3.10.1 Accuracy and Completeness of Design

Reviews by the Government of the design documents shall not be construed to be an endorsement of the accuracy or completeness of the design. Design deficiencies or omissions in the accepted design shall be the responsibility of the Contractor.

3.11 REVISIONS TO THE ACCEPTED DESIGN

3.11.1 Minimization of Design Revisions

The accepted design will be used by all parties involved in construction and in administration of the contract. Therefore, it is imperative that the design documents be kept up to date and an effective system of making and distributing changes be implemented. Since changes to the design increase risk of construction errors and deplete available administrative resources, every effort shall be made to minimize revisions to the accepted design. One of the measures of the Contractor's effectiveness of management will be how well the goal of minimizing changes to the accepted design is met. The use of effective quality control during design and the utilization of experienced and capable designers are some of the means that are expected to be used to accomplish this goal.

3.11.2 Supplemental Design Package and Certification

If revisions to the accepted design (Released for Construction Design) become necessary, the Contractor shall submit a Supplemental Design Package using Attachment B "Supplemental Design Certification and Transmittal Form" attached at the end of this specification section. This Supplemental Design Package shall be submitted as a "G-DO" construction submittal in accordance with Section 01 33 00 SUBMITTAL PROCEDURES. The revisions will be considered a "Variation" and the list of deviations from the accepted design shall be identified on the Supplemental Design Certification and Transmittal Form and on the construction submittal form ENG Form 4025. Variations from the Released for Construction Design set must be approved by the Contractor's Designer and the Contractor's Quality Control Representative and shall be accepted by the Contracting Officer as conforming with the RFP before construction of items affected by these revisions may commence. The Contractor shall comply with all the requirements of paragraph "VARIATIONS" of Section 01 33 00 SUBMITTAL PROCEDURES in preparation of the Supplemental Design Package.

3.12 AS-BUILT DRAWING SUBMITTALS

An as-built drawing is a construction drawing revised to reflect the final as-built conditions of the project as a result of modifications and corrections to the project design required during construction. The final as-built drawings shall not have the appearance of marked up drawings. The final as-built drawings shall appear as professionally prepared drawings as if they were the "as-designed" drawings.

As-Built Drawings shall be provided in accordance with UFGS Specification Section 01 78 00 CLOSEOUT SUBMITTALS. Redline as-built drawings shall be provided to the Contracting Officer's Representative (COR) prior to the pre-final and final inspections.

3.12.1 Maintenance of As-Built Drawings

The Contractor shall keep a record set of working as-built drawings at the job site, marked in red, of all changes and corrections from the contract drawings. The Contractor shall enter changes and corrections on drawings promptly to reflect "Current Construction". The CADD files shall be updated at least on a monthly basis. The marked-up set of drawings shall reflect any changes, alterations, adjustments, or modifications. Changes must be reflected on all sheets affected by the change. Changes shall include marking the drawings to reflect structural details, foundation layouts, equipment sizes, and other extensions of design. Both paper and electronic documents shall be available at all times and shall be provided promptly to the Contracting Officer when requested.

Final as-built drawings shall reflect actual room numbers adopted by the end user.

3.12.2 Computer-Aided Design and Drafting (CADD) As-Built Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to prepare and modify the construction drawings or prepare additional new drawings. As-Built drawings shall be provided in MicroStation format. As-Built drawings shall be provided in conformance with the U.S. National CAD Standard. Additions and corrections to the construction drawings shall be in conformance with the Nation CADD Standard. The Contractor shall provide as-built drawings in MicroStation format in

conformance with the U.S. National CAD Standard regardless of the software and standard in which the CADD drawings are provided to the Contractor by the Government. Conversions and corrections to the drawings provided by the Government to the Contractor shall be made by the Contractor. Line work, line weights, lettering, layering conventions, and symbols shall be in conformance with the U.S. National CAD Standard. If additional drawings are required, they shall be prepared in MicroStation format and shall be in conformance with the U.S. National CAD Standard. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings.

All work by the Contractor shall be done on files in MicroStation format. Translation of files to a different format, for the purpose of as-built production, and then retranslating back to the format originally provided, will not be acceptable unless the Government provided the files in AutoCAD format. If the Government provided drawings are in AutoCAD format then the Contractor shall convert the files to MicroStation format and provide the drawings in MicroStation format. The Government will review final as-built drawings for accuracy and the Contractor shall make all required corrections, changes, additions, and deletions.

When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor. All other contract drawings shall be marked in the bottom right-hand corner of each drawing either "AS-BUILT" drawing denoting no revisions on the sheet, or "REVISED AS-BUILT" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

3.12.3 As-Built Conditions that are Different from Contract Drawings

All as-built conditions that are different, such as dimensions, road alignments and grades, and drainage and elevations, from the contract drawings shall be accurately reflected on each drawing. Any options shown on drawings and not selected shall be deleted and options selected shall be clearly reflected on final as-built drawings.

In addition, as-built information that exceeds the detail shown on the contract drawings include those that reflect structural details, foundation layouts, equipment, sizes, mechanical and electrical room layouts, and other extensions of design, that were not shown in the project design documents because the exact details were not known until after the time of approved shop drawings. It is recognized that these shop drawing submittals (revised showing as-built conditions) will serve as the as-built record without actual incorporation into the contract drawings. Furnish all such shop drawings in CADD format. Fire protection details shall be included such as wiring, piping, and equipment drawings.

3.12.4 Final As-Built Drawings

At the time of Beneficial Occupancy of the project or at a designated phase of the project, final as-built CADD files shall be provided to the Contracting Officer to include the following:

- (1) On CD in MicroStation V8 format
- (2) On CD in Adobe Acrobat PDF format (one file of all drawings)
- (3) The record set of approved working as-built drawings (one full size hardcopy set and one half size hardcopy set)

In the event the Contractor accomplishes additional work after this submittal, which changes the as-built conditions, the Contractor shall furnish a new CD with all drawing sheets (MicroStation V8 and Adobe Acrobat PDF files) and a new full size set of affected sheets.

Title Blocks shall be clearly marked to indicate final as-built drawings.

All other documents such as; design analysis, catalog cuts, and certification documents, which are not available in native electronic format, shall be scanned and provided in an organized manner in Adobe Acrobat PDF format.

3.13 OPERATION AND MAINTENANCE DATA

Submit Operation and Maintenance (O&M) Data specifically applicable to this contract and a complete and concise depiction of the provided equipment, product, or system, stressing and enhancing the importance of system interactions, troubleshooting, and long-term preventative maintenance and operation. The subcontractors shall compile and prepare data and deliver to the Contractor prior to the training of Government personnel. The Contractor shall compile and prepare aggregate O&M data including clarifying and updating the original sequences of operation to as-built conditions. Organize and present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal. The O&M Data shall be provided in accordance with the requirements of UFGS Specification Section 01 78 23 OPERATION AND MAINTENANCE DATA.

The Contractor shall provide one complete electronic copy of the final O&M data in Adobe Acrobat PDF format on CD to the COR. The ENG Form 4025 shall be provided in Adobe Acrobat PDF format and shall be digitally signed by the Contractor.

3.14 DD FORM 1354, TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

The Contractor shall prepare and provide, for acceptance, completed DD Form 1354 "Transfer and Acceptance of Military Real Property." The DD Form 1354 shall be filled out in accordance with the latest edition of UFC 1-300-08, Criteria for Transfer and Acceptance of Military Real Property. The Contractor shall provide all three types of DD Form 1354; including, Draft, Interim, and Final, as described in UFC 1-300-08. Each submittal of the DD Form 1354 shall be provided electronically in Adobe Acrobat PDF format.

Attachment A - DESIGN CERTIFICATION AND TRANSMITTAL LETTER

[Contractor's Letterhead]

[Date: _____]
[Contract No. _____]

[Reviewing Component Address]

Subj: DESIGN CERTIFICATION AND TRANSMITTAL LETTER
[Project Title _____]
[Project Location _____]
[Contract No. _____]

Gentlemen

Enclosed are the following documents, which I hereby certify are in compliance with the contract requirements and can be used to commence construction subject to Government Conformance Review:

1. Design Drawings
2. Project Specification
3. Design Analysis
 - a. Civil
 - b. Water Supply and Wastewater Collection
 - c. Architectural
 - d. Interior Design
 - e. Structural
 - f. Mechanical
 - g. Fire Protection
 - h. Electrical
 - i. Communications
 - j. Environmental Protection, Compliance and Permits
 - k. Health and Safety
 - l. Sustainable Design
4. Submittals Register
5. All other Design Deliverables
6. Deviations (List of Deviations with Justification Attached)

[Typed Name and Signature of an
Officer of the Contractor's Company]

Copy to:
[As standard with the Contractor]

Attachment B - SUPPLEMENTAL DESIGN CERTIFICATION AND TRANSMITTAL FORM

[Contractor's Letterhead]

[Date: _____]

[Contract No. _____]

[Reviewing Component Address]

Subj: SUPPLEMENTAL DESIGN CERTIFICATION AND TRANSMITTAL FORM

[Project Title _____]

[Project Location _____]

[Contract No. _____]

Gentlemen:

The supplemental design items listed below and the attached documents, unless identified otherwise, I hereby certify are in compliance with the contract requirements and are compatible with other elements of work, subject to Government conformance review:

1. Nature and Features of the Design Variation(s):
2. Why each Design Variation is desirable and Beneficial to the Government:
3. List of any additional Deviations from the RFP:
4. List of Specific Documents Supporting Design Variation(s):
 - a. Design Drawings
 - (1) Sketches:
 - (2) Reissued Drawings:
 - (3) Descriptive Changes:
 - b. Project Specifications
 - (1) Reissued or New Sections:
 - (2) Descriptive Changes:
 - c. Design Analysis
 - (1) Reissued Pages:
 - (2) Reissued or New Calculations:
 - d. Any other Design Deliverable:

[Typed Name and Signature of an
Officer of the Contractor's Company]

Copy to:
[As standard with the Contractor]

ATTACHMENT C SAMPLE SUBMITTAL PARAGRAPH

The below listing is an example of a typical submittal paragraph as it may appear within the technical guide specifications and with the appropriate text for the submittal review designations, G-DO, G-AO, or FIO (blank).

1.4_ SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Fire Sprinkler Design Drawings; G-DO

SD-03 Product Data

Meters

Regulators

SD-08 Manufacturer's Instructions

Dielectric Unions

Pressure Reducing Valves

SD-10 Operation and Maintenance Data

Wet Pipe Sprinkler System; G-AO

-- End of Section --

Appendix A

STANDARD ENVIRONMENTAL PROTECTION REQUIREMENTS

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1.0 GENERAL ENVIRONMENTAL REQUIREMENT: The contractor is expected to be knowledgeable with all Federal, State and local environmental laws and the impact of these laws on their work procedures. The Contractor shall minimize environmental pollution and damage or potential damage that may result from their operations. Environmental resources within the project boundaries and those affected outside the limits of work shall be protected for the duration of the contract. The Contractor will be responsible for work delay resulting from failure to comply with environmental laws and regulations. Failure to comply with environmental requirements is not grounds for an equitable adjustment. The Contractor shall confine all activities to areas defined by the design drawings and specifications. The Contractor shall be responsible for the actions of all subcontractors to ensure they adhere to all environmental requirements. The Army's goal is to have no enforcement actions at any installation. The contractor's actions and support are absolutely essential to achieve this goal at on the United States Army Garrison – Detroit Arsenal (USAG - DTA). In the event the USAG - DTA is issued an enforcement action, the Contractor shall be liable for the cost of all fines and penalties resulting from the violation of any laws due to their actions or failure to perform In Accordance With (IAW) Federal, State or local environmental requirements. Also the contractor shall be responsible to reimburse the Government for all expenses incurred because of the receipt of any enforcement actions. The contractor is responsible to insure that all subcontractors adhere to all environmental requirements. The contractor shall notify the Contracting Officer or Contracting Officer's Representative (COR) if any actual environmental issues are encountered or potential environmental issues may be encountered.

2.0 ENVIRONMENTAL REQUIREMENTS ORDER OF PRECEDENCE: The order of precedence for application of environmental requirements as part of the contract is as follows:

- a. Standard Environmental Protection Requirements contained within Appendix A apply to either Statements of Work or Technical Specifications as found in Section C of the contract.
- b. Those Project Specific Environmental Protection Requirements that are linked by the Environmental Impact Analysis or Environmental Assessment and corresponding work order number/contract award number to Appendix A supersedes these Standard Environmental Protection Requirements contained herein, as appropriate.
- c. Modifications to the contract as approved by the Contracting Officer where those modifications specifically address and thereby replace either those parts of these Standard Environmental Protection Requirements or Project Specific Environmental Protection Requirements for this project.
- d. Environmental Protection Requirements as contained within Section H of the contract.
- e. Environmental Protection Requirements as contained in Section I of the contract.

3.0 DEVIATION OR CHANGE OF SCOPE: Any deviation or change from the originally reviewed and approved project scope of work and associated construction design plans that may result in an increase in environmental impacts, such change will subject the project to a new or supplemental Environmental Impact Analysis (EIA) by the Installation's Environmental Officer. In addition, the following requirements must be applied:

- a. Notification. Where such a change or deviation is planned or as a result of conditions or circumstances encountered during the course of project execution, the Environmental Officer must be immediately notified; notification may originate from the Contracting Officer or the Contracting Officer Representative.
- b. Permits. If as a result of a change or deviation from the reviewed and approved project scope and associated construction plans it is determined by the Environmental Officer that regulatory permits are required, no work that would result in a violation of Federal, State, or local environmental laws and regulations is allowed to occur until all necessary permits and approvals are received.
- c. Permit Amendments. Where permits have been issued, and planned or circumstantial changes are required in the project scope and construction design plan, no work that would result in a violation of Federal, State, or local environmental laws and regulations is allowed to occur until all necessary permit amendments are received. Under this condition, the Environmental Officer must be immediately notified; notification may originate from the Contracting Officer or the Contracting Officer Representative.

4.0 ENVIRONMENTAL PROTECTION PLAN: The contractor shall write an Environmental Protection Plan that will outline the procedures and controls, to include who is responsible for compliance. The contractor will establish and maintain procedures to assure all workers and subcontractors protect the environment. This plan must be submitted and approved by the USAG – DTA, Directorate of Public Works - Environmental Management Division prior to the start of work.

a. Environmental Protection Plan:

- 1) **General Content Requirement:** Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit two copies of the Environmental Protection Plan (EPP) for review and approval; one to the Contracting Officer and the other to the Installation's Environmental Officer. The EPP must be kept current and maintained onsite by the Contractor. Work under the contract cannot proceed until written approvals are provided by the Installation's Environmental Officer.
- 2) **Compliance:** No requirement of this Section will relieve the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During construction the Contractor will be responsible for identifying, implementing, and submitting for approval any additional regulatory or Installation environmental protection requirements that result from changes in Federal, State, or local laws or regulations and/or Army regulations or policies; these additional environmental protection requirements must be included in the EPP, as appropriate.
- 3) **Plan Contents (General):**
 - a) Name(s) of person(s) within the Contractor's organization who is/are responsible for ensuring adherence to the EPP.
 - b) Name(s) and qualifications of person(s) responsible for manifesting all waste, to include hazardous waste to be removed from the site under the contract.
 - c) Name(s) and qualifications of person(s) responsible for training all Contractor environmental management and protection personnel.
 - d) Description of the Contractors environmental management and protection personnel training program.

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- e) Erosion and Sediment Control Plan: An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan must include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan as well as Federal, State, and Macomb County laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for the erosion and sediment control plan provided it complies with all Federal, State, and Macomb County laws and regulations.
 - f) Engineered Drawings: In addition to those UFGS details required for Construction Site Plan drawings, all engineered drawings are to identify the locations of all proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials, including methods to control runoff and to contain materials on-site.
 - g) Traffic Control Plans: Based upon project scope, when applicable traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. The plan shall include measures to minimize the amount of mud transported onto paved roadways by vehicles and runoff.
 - h) Work Area Plan: A Work Area Plan (WAP) as shown on engineered drawings, either as part of the EPP or Construction Site Plans, identifying the proposed work activity area in each portion of the project site and shall identifying those areas of limited use or non-use. The WAP should include measures for marking the limits of use areas including methods for protection of features to be preserved within the authorized work areas.
- 4) Non-Hazardous Waste Disposal Plan. The Contractor must identify methods and locations for on-site storage and disposal of solid waste including debris that will be disposed of as a result of the work done. The plan must be kept on-site and include the following:
- a) Identification of all subcontractors responsible for the transportation and disposal of solid waste.
 - b) For non-commercial disposal sites, the Contractor must provide licenses or permits for those solid waste disposal sites that are not a commercial facility.

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- c) Evidence of the disposal facility's acceptance of solid waste must be attached to this plan during the construction and site cleanup period.
 - d) A copy of each Non-hazardous Solid Waste Diversion report must be attached to the plan. The report must contain the following: total amount of waste diverted in cubic yards or tons and the percent of debris that was diverted to recycling.
 - e) A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. This plan shall include the Contractor's planned actions to comply with and to participate in Federal, State, and local sponsored recycling programs to reduce the volume of solid waste placed in landfills.
- 5) Air Pollution Control Plan: This plan must include provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.
- 6) Site Contamination Prevention Plan: This plan will identify all hazardous substances to be used on the project site. It shall identify the intended actions to prevent introduction of hazardous materials into the air, water, or ground; and, shall include provisions for compliance with Federal, State, and local laws and regulations for storage and proper handling of these materials. This plan shall include a copy of all associated Hazardous Materials Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on-site at any given time must be included in this plan. This plan shall be updated as hazardous materials are brought onto or removed from the project site during the course of the construction activity period.
- 7) Environmental Documentation: The EPP shall include copies of all environmental permits issued, permit application packages submitted, approvals to construct, notifications, certifications, reports, and termination documents.

5.0 LAND USE (Green Infrastructure):

- a. Land disturbance that results in permanent impacts to 5,000 square feet or more of green infrastructure must be replaced at a minimum 1:1 ratio subject to review and approval by the Environmental Management Division.
- b. Green infrastructure replacement may include the following: green roof systems, restoration of former green infrastructure areas within or adjacent to the project area; restoration of former green infrastructure areas within the DTA boundaries; establishment of storm water infiltration areas such as bio-swales and rain gardens.
- c. Open water habitat, such as natural ponds, storm water ponds, waterways and cooling ponds are not considered green infrastructure areas. Storm water detention ponds, either permanent or temporary, are not allowed on the DTA unless specifically approved by the Master Planning Division and/or identified in the DTA Master Plan.
- d. Upland buffers adjacent to open water habitat can be viewed as green infrastructure areas for purposes of land disturbance impact measurement and mitigation.

6.0 SOILS (Erosion Control):

a. General Requirements:

- 1) The disturbance of soils on the DTA can affect a number of different environmental areas. Depending on the circumstances, disturbed soil can impact Air, Water Quality, Hazardous Waste, Natural Resources, Pest Management, Solid Waste, and Storm Water. It can also affect non environmental areas, e.g. underground utilities, landscaping, storm drain maintenance.
- 2) In general soil shall not be used at other locations on the DTA and will be disposed of by the contractor off site at a Class II landfill. This may require testing before soils will be accepted by a landfill.
- 3) If testing confirms the soil is not acceptable to the landfill, contact the HAZMART for coordination of disposal.
- 4) If there is a reason to leave soil on site the DPW and the contracting officer must approved the storage; on-site storage areas must be identified in the project scope of work drawings and/or detail designed drawings. Changes in pre-planned soil storage areas (as seen on scope of work or detail design drawings) must receive prior approval from the Master Planning Division and Environmental Management Division. In addition, such changes may require approval from Macomb County.
- 5) All soil must be tested and free from any contamination.
- 6) Soil must be free of construction debris.
- 7) Soil must be managed and stabilized prior to completion of the contract.
- 8) Fugitive dust must not migrate off the construction site.

b. Construction Site Plan (CSP):

- 1) Prior to the start of work, a site plan (Engineered Drawings and narrative description) must be submitted to the Installation's Environmental Officer showing the locations and dimensions of all temporary facilities (equipment and material storage areas and supplemental storage areas on the Installation, material stock pile areas, and waste material stock pile areas), and all planned areas of disturbance to occur within the Installation as part of the construction project.

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- 2) The CSP must include the following:
 - a) Haul routes
 - b) Avenues of ingress and egress to the project work site.
 - c) Any areas that are to be graveled to prevent tracking of mud.
 - d) Identification of supplemental equipment and/or material staging areas.
 - e) The location of:
 - (1) Safety and construction fences
 - (2) Site trailers
 - (3) Construction site entrances
 - (4) Trash dumpsters
 - (5) Temporary sanitary facilities
 - (6) Facilities for the storage of hazardous material and project related waste
 - (7) All worker parking areas.
 - 3) The CSP may be included in the Environmental Protection Plan.
- c. Water Quality:
- 1) While not directly impacting the drinking water system, water used to control dust or clean vehicles must be obtained from a source with a backflow preventer.
 - 2) Contact the Environmental Division for assistance securing a location to obtain water.
 - 3) Toxic or hazardous chemicals shall not be applied to soils or vegetation.
- d. Maintenance:
- 1) Soil erosion and sedimentation control must be maintained at all times on the activity site.
 - 2) Provide Soil Erosion and Sedimentation Control (SESC) plan to the Environmental Division for approval prior to the disturbing any soil.
 - 3) The SESC plan must conform to the state of Michigan and Macomb County soil erosion and sedimentation control requirements. Failure to

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install and maintain approved soil erosion controls may result in project suspension.

- 4) Soil erosion and sedimentation control must be kept in place until the soil is fully stabilized. Stabilization includes 90 percent density of perennial vegetation cover growth; installation of paved or gravel surfaces where required; placement of riprap and other control features as required by the approved SESC plan.
 - 5) Any disturbance of soil must adhere to State and County requirements. Before disturbing any soil, coordinate with the Environmental Management Division.
- e. Permits:
- 1) Under certain conditions soil disturbance may require a state or county permit. Before any soil is disturbed, contact the USAG - DTA Environmental Management Division to discuss specific requirements.
 - 2) If construction or any disturbance of soil is within 500 feet of Bear Creek at the Detroit Arsenal, a soil erosion permit must be obtained from Macomb County prior to the start of any work. Contact the Environmental Management Division for specific requirements.
 - 3) All permit application packages must be submitted to the Environmental Management Division for review and approval prior to submittal to city, county or state offices for approval.
 - 4) Once issued, copies of all permits must be provided to the Environmental Management Division once approved and issued by the controlling agency. The entire permit document must be provided. The permit includes the County cover sheet and all County stamped drawings.
 - 5) No work can occur without approval permits in place.
 - 6) A copy of each permit must be kept either at the project site or within the project trailer.
 - 7) Inspections will be conducted by the contractor as required by the County and State. The inspector will be a MDEQ Construction Site Certified Soil Erosion Sedimentation Control inspector. Inspection logs required by permits must be kept at the project site or within the project trailer; a copy of all inspection logs must be provided to the Environmental Management Division on a weekly basis.

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- 8) Any and all erosion control discrepancies must be reported to the Environmental Management Division and must be noted on the inspection log.
 - 9) All known erosion control discrepancies must be corrected within 24 hours of discovery unless otherwise approved by the Contracting Officer or Contracting Officer Representative.
 - 10) All corrected erosion control discrepancies must be reported to the Environmental Division within 24 hours of the corrected work occurring or the first business day following the corrective work.
 - 11) Dig Permits: The Contractor is responsible for obtaining a USAG - DTA Dig Permit that is approved by the Department of Public Works Engineering Plans and Services Division prior to each earth disturbing activity. The USAG - DTA Environmental Management Division will manage environmental review of each project prior to contract award and will instruct the COR and project engineer with special requirements to be included in the Scope of Work.
- f. Other Requirements:
- 1) Control the accumulation of solid waste such as inert material or construction-demolition waste on Army property; control the creation of uncontained waste piles; manage the disposal and reuse of excavated materials; mitigate impact of earth disturbing activity on air quality, surface water quality, storm water quality, solid and hazardous waste management, pest management, and natural resources.
 - 2) The Contractor shall not store excavated materials on DTA property except in those areas designated on project drawings and by the COR for storing construction-demolition bulk materials or for staging bulk materials destined for disposal.
 - 3) When excavated materials are designated by the COR for storage on site:
 - a) Soil must be free of construction debris.
 - b) Soil must be managed and stabilized prior to completion of the contract.
 - 4) When excavated materials are designated by the COR for removal off DTA property, the Contractor shall be responsible for obtaining permission for disposal from a properly authorized commercial disposal site, or permission for placement on land from another private

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property owner if used as general fill material on private land. Permission will include providing any laboratory analysis and material profile information required by the commercial disposal site or private property owner prior to disposal activity occurring.

- 5) For all disposal sites or areas where excavated or graded soils or construction demolition or renovation debris are transported off the DTA, and not disposed of at a landfill site, written permission must be provided by the land owner; the letter of permission must be notarized by a licensed notary republic.
- 6) For all disposal sites or areas where excavated soils or graded soils or construction demolition or renovation debris are transported off the DTA, and not disposed of at a landfill site, permits required by the State of Michigan and/or county where the disposal will occur must be provided to the Environmental Management Division in advance of transporting the material off the DTA.
- 7) For all disposal sites or areas where excavated soils or graded soils or construction demolition or renovation debris are transported off the DTA and not disposed of at a landfill site, written confirmation must be obtained from the office of the Michigan State Historic Preservation Officer that the site is not known to contain historical or archeological resources that are eligible or listed in the National Register of Historic Places. The written confirmation letter must be provided to the Environmental Officer in advance of transporting the material off the DTA.
- 8) For all disposal sites or areas where excavated soils or graded soils or construction demolition or renovation debris are transported off the DTA, and not disposed of at a landfill site, written confirmation from the Michigan Department of Environmental Quality and/or U. S. Army Corps of Engineers that the site does not contain waters of the State and/or Waters of the United States to include wetlands – both mapped and unmapped. The written confirmation letter must be provided to the Environmental Management Division in advance of transporting the material off the DTA.
- 9) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

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g. Reports:

- 1) Prior to contract close out the Contractor shall supply a report to the COR including the following:
 - a) The number and volume (shipping tickets) of excess soil loads removed from the work area either for re-use on DTA premises, or disposal in an offsite landfill, or reused at a private property.
 - b) The name and location of each DTA re-use area, or offsite disposal facility, or other private property used for excess soil disposal.
 - c) The records of permission, laboratory analysis, and material profile information required by an offsite disposal facility or other private property used for excess soil disposal.

7.0 AIR QUALITY

a. Outdoor Air:

1) General Conformity Rule (GCR): All Army actions (projects, events, etc.) on this installation must be considered under the GCR, due to the fact we're in a non-attainment area. For all exterior construction, renovation or land disturbance projects, an applicability analysis must be performed which calculates and compares all direct and indirect emissions of the action to the *de minimis* threshold values of the non-attainment area. A copy of the analysis shall be turned into the Air Quality Manager.

2) Emissions:

a) The DTA's air emissions are restricted. The DTA is currently located in a Non-Attainment Area for ozone and particulate matter (PM) 2.5 as defined by the EPA. The EPA has the authority to change this at any time, based on emissions in the Southeastern Michigan regional area.

b) The Detroit Arsenal (DTA) has been issued a synthetic minor air permit from the State of Michigan permit for all emissions at the DTA.

c) Ozone and PM 2.5 Actions Alerts are forecast by the Clean Air Coalition's meteorology team under a number of factors that include meteorological conditions like temperature, wind speed, direction, cloud cover and ultraviolet radiation. The team also considers the likelihood of ozone transport from other areas and expected emissions from regional sources. While there are no legally binding requirements to reduce emissions that could reduce ground level ozone, the contractor should be cognizant of the actions they can take to reduce emissions that contribute to ozone development. Ozone and PM 2.5 Action Alerts address the importance of preventing the formation of ground-level ozone and protecting public health.

8) Ozone Depleting Chemicals (ODC):

a) ODC and Ozone Depleting Substances (ODS) are verbally used and are interchangeable.

b) It is Army policy to minimize the procurement, use and emissions of ODCs to the greatest extent possible. Installation of new equipment using Class I ODCs is prohibited.

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- c) Only equipment and refrigerants listed by the EPA Strategic New Alternatives Program (SNAP) are acceptable. No equipment using HCFC 141b shall be used. It should be noted, however, that HCFC 142b and HCFC 22 shall be phased out in 2020.
 - d) All HCFCs shall be phased out in 2030 respectively and not recommended for use or future liability.
 - e) Only equipment using refrigerants listed by the EPA Strategic New Alternatives Program (SNAP) are acceptable. Equipment must be labeled with type of chemical used and date installed.
 - f) As-built drawings shall include location of equipment, installation date, and type of refrigerant used.
 - g) The use of Class I or II ODCs are not by themselves damaging to the environment provided the refrigerant does not leak during operation and is recovered upon retirement of the equipment.
 - h) All personnel maintaining, repairing or replacing ODCs must be licensed and their equipment must be certified, and copy submitted to the C.O.R. prior to the start of work.
 - i) Licenses and equipment certification must be retained on site and copy submitted to the Environmental Management Division (EMD) prior to the start of work.
 - j) DOD has a program to retain certain Class I or Class II ODCs for strategic reuse. Class I and Class II ODCs are defined in Section 602(a) & (b) of the Clean Air Act. Turn in all recovered and excess ODCs into the HAZMART for disposal. Place recovered ODCs in cylinders meeting ARI guideline K suitable for type of ODC (filled no more than 80% capacity) and provide appropriate labeling.
- 4) Fugitive Dust:
- a) The contractor must control fugitive dust in and around the work site to prevent soil and any attached pollutants from leaving the installation.
 - b) Dust control measures shall be applied any time dust is generated on construction sites or roads.
 - c) The Contractor shall establish control measures to maintain excavations, stockpiles, haul roads, and other work related areas within or outside the project boundaries free of particulate release

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that would exceed environmental regulations or would cause a hazard or nuisance.

- d) Water sprinkling as a control must be repeated as necessary to control fugitive dust from leaving the installation.
 - e) All appropriate measures must be used to prevent disturbed soils (sediment and colluvial deposits) from entering adjacent storm sewer inlets and surface waters.
 - f) Water used to control dust or clean vehicles must be obtained from a source with backflow prevention.
 - g) DIRT AND DUST CONTROL PLAN: Submit truck and material haul routes along with a plan for controlling dirt, debris, and dust on base roadways. As a minimum, identify in the plan the subcontractor and equipment for cleaning along the haul route and measures to reduce dirt, dust, and debris from roadways.
 - h) DUST CONTROL:
 - (1) Keep dust down at all times, including during nonworking periods.
 - (2) Sprinkle or treat with dust suppressants the soil at the site, haul roads, and other areas disturbed by operations
 - (3) Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming.
 - (4) Air blowing will be permitted only for cleaning non-particulate debris such as steel reinforcing bars.
 - (5) Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete.
 - (6) Do not unnecessarily shake bags of cement, concrete mortar, or plaster.
- 5) Air Permit Requirements:
- a) Permit Number #566-96B applies to all work on-site.
 - b) Permit to install - If this project involves installing a source of air emissions or modifying a current air emissions source (vent hood,

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boiler, stationary engine, paint booth, etc.), the contractor shall complete the required permit application and submit it to the Garrison Air Quality Manager who will review it for impacts on the current air permit before the Government submits it to the State. The Environmental Management Office has the final decision on whether a source is exempt as outlined in State of Michigan Air Quality Rules, R336.1278a-1290. The permit to install could take up to 6 months to receive approval from the State of Michigan.

- c) If using portable power generators, the contractor must develop and maintain a log, it must show hours run per day and the amount and type of fuel burned per day. A legible copy of this log must be turned in weekly to the Garrison Air Quality Manager. Prior to this, the contractor shall prepare an estimate of use for the entire job and the Air Quality Manager shall review the estimate for its effect on the air permit.
- d) The contractor shall use either low or no VOC paint as defined in 40 CFR. The amount and type of paint used shall be reported in the form of a log to the Air Quality Manager on a weekly basis.
- e) Any welding performed must also be reported. A log showing the amount of rods/wire used and the make-up of rods/wire used must be turned into the Air Quality Manager on a weekly basis.
- f) Paint and welding logs may be combined.

8.0 STORM WATER:

a. General:

- 1) The contractor shall monitor all -activities to prevent pollution of surface and ground water.
- 2) Toxic or hazardous chemicals shall not be applied to soils or vegetation.
- 3) The Detroit Arsenal is located adjacent to an impaired water way, Bear Creek. The contractor must continually monitor their site to assure no pollutants enter the water way. This could be through spills to the ground, runoff or through the storm sewer or trash from the site that could end up in the water.
- 4) The contractor will not dispose of any waste, solid or liquid, through a storm sewer.
- 5) It is illegal to connect storm water sewer lines to the sanitary wastewater sewer lines. Contact the design engineer and the Environmental Management Division if there are conflicts with this requirement in other parts of the contract.
- 6) The contractor shall monitor all activities and not pollute surface and ground water while in performance of individual task orders.
- 7) Any wastewater other than specifically exempted by Michigan law shall not be disposed through a storm sewer.
- 8) When a MDEQ certified Construction Storm Water Operator (CSWO) is required by the individual task order, the contractor will provide the CSWO with all required inspections and record keeping. A copy of these records will be provided to the COR monthly.

b. Permits:

- 1) When the contractor is required in an individual task order to disturb soil within 500 feet of Bear Creek at the Detroit Arsenal, the Clinton River or Lake St. Clair at Selfridge, as appropriate, the contractor shall obtain a soil erosion permit from Macomb County prior to the start of any work.
- 2) Contractor shall follow all State and County Rules and Regulations regarding soil disturbance and Contractor shall obtain all required county and state permits for construction sites 1 acre or more.

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- 3) Contractor must provide a soil erosion and sedimentation control plan to the C.O.R. for approval prior to the disturbing any soil.
- 4) Soil erosion and sedimentation control must be maintained at all times on the activity site.
- 5) Soil erosion and sedimentation control must be kept in place until the soil is stabilized. Stabilization includes such things as vegetation growth, concrete or asphalt, or gravel/rocks. The site is considered to be stabilized when all permanent control structures have been installed, perennial vegetation cover is 90 percent established, and temporary controls, such as silt fencing, have been removed.

9.0 SANITARY WASTE WATER:

- a. The contractor shall not dispose of any waste through the sanitary sewer other than normal restroom wastewater
- b. Contractor shall not connect sanitary wastewater sewer lines to Storm water sewer lines. Contact the design engineer and the Environmental Management Division if there are conflicts with this requirement in other parts of the contract.
- c. All sanitary waste water discharges must comply with the City of Warren's Code of City Ordinances, Chapter 41.

10.0 NATURAL RESOURCES:

a. Wetlands:

- 1) Impacts to wetlands require approvals from the U.S. Army Corps of Engineers, State of Michigan and Macomb County. No work can occur in wetlands without those approvals.
- 2) Permits:
 - a) All permit application packages must be submitted to the Environmental Division for review and approval prior to submittal to city, county or state offices for approval.
 - b) Copies of all permits must be provided to the Environmental once approved and issued by the controlling agency.
 - c) No work can occur without approval permits in place.
 - d) A copy of each permit must be kept either at the project site or within the project trailer.

b. Waterways:

- 1) Impacts to waterways require approvals from the U.S. Army Corps of Engineers, State of Michigan and Macomb County. No work can occur in waterways without those approvals.
- 2) Permits:
 - a) **All permit application packages must be submitted to the Environmental Division for review and approval prior to submittal to city, county or state offices for approval**
 - b) Copies of all permits must be provided to the Environmental once approved and issued by the controlling agency.
 - c) No work can occur without approval permits in place.
 - d) A copy of each permit must be kept either at the project site or within the project trailer.

c. Wildlife:

- 1) Migratory birds are protected and cannot be harmed without approval from the U. S. Fish and Wildlife Service (FWS) and Michigan

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Department of Natural Resources (MDNR). Permits for removal of active nests must be completed and submitted to the Environmental Management Division for review and approval prior to submittal to FWS and MDNR.

- 2) No migratory bird can be taken without appropriate federal and state permits.
- 3) Removal of trees or shrubs for purposes of construction or renovation must not result in taking of active bird nests (contain birds, chicks, or eggs).
- 4) Prior to removal of trees and shrubs each must be inspected to ensure absence of active bird nests.
- 5) Written approval must be received from the Environmental Division prior to removal of trees or shrubs containing nests.
- 6) Wildlife injured as a result of construction or renovation activities must be immediately reported to the Environmental Division.
- 7) Disturbance of active ground nests must also not result in harm to migratory birds.
- 8) A list of federal and state protected migratory birds is available at the Environmental Division or online at:

http://www.michigan.gov/dnr/0,4570,7-153-10370_34989---,00.html

d. Wildlife Habitat:

- 1) When replanting grass, trees, or shrubs the contractor shall use only species native to southern Michigan. Contact the Environmental Division or Master Planning Division for assistance.
- 2) The following trees are the preferred species that should be planted at the Detroit Arsenal:
 - a) Black Cherry
 - b) Red Maple
 - c) Paper Birch
 - d) River Birch
 - e) Red Oak
 - f) American Elm
 - g) Linden

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- 3) Trees must be planted as 2.5” or greater diameter ball and burlap plantings.
- 4) Tree and shrub plantings should occur between April 15 and October 15 of each growing season per calendar year.
- 5) Trees or shrubs that are removed due to renovation or construction activities must be replanted on a 2:1 ratio.
- 6) A professionally developed tree planting plan and/or landscape plan must be provided to the Environmental Division for review and must receive their written approval prior to planting.
- 7) Tree or shrub selection and/or planting must comply with Force Protection Standards. Such plantings must be approved by the Planning Division and Environmental Division.

11.0 CULTURAL RESOURCES

- a. General Requirement: All work, activities, or operations that would have an effect on historic properties or structures located within the Installation or to the adjacent General Motors Historic District can occur until the Cultural Resources Manager (CRM) has conducted a review of those actions and made a determination of effect. Where it is determined that the action would have “no adverse effect” or an “adverse effect” to these resources, consultation with the office of the Michigan State Historic Preservation Officer (SHPO) is required beforehand.
- b. In addition to the general requirement, the follow additional requirements apply:
 - 1) In the archeological items or evidence of human culture (pottery, arrowheads, etc) are discovered during the course of the contractor's performance, all work must stop and Environmental Officer must be notified of this discovery. No work will be allowed until a determination can made concerning the discovered items.
 - 2) Upon discovery of human remains, all work must stop. Allow no further disturbance of the discovery site and immediately notify both the Environmental Management Division and the Federal Police Desk, (586) 282-5564. Work is not allowed to proceed until cleared by both the Environmental Management Division and the Police.
 - 3) The Contractor must be aware of the appropriate Secretary of Interior Standards for Preservation and Rehabilitation that apply to work performed on eligible historical buildings. As of January 1, 2012 Historic Buildings at the DTA are Buildings 7, 8, and 212A.
 - 4) Contractor shall not modify the design or project requirements of a project involving a historical structure without prior approval of the Contracting Officer Representative and the Environmental Officer.

12.0 POLLUTION PREVENTION:

a. Spill Control and Response:

- 1) The contractor shall conduct all operations to minimize the possibility of a spill or release of a hazardous material or pollutant.
- 2) All hazardous materials or pollutants must be stored on containment pallets, in containment storage cabinets (contractor must assure material in the cabinets are compatible) or in a dike or earthen berm type containment area.
- 3) Notify the Environmental Management Division of the storage location of hazardous materials or pollutants when they come on the installation.
- 4) The contractor must comply with the USAG - DTA SPCC/ISPC to include the following:
 - a) Report all spills, other than small "bench stock" types to the Fire Department for response: **(586) 282-7117**.
 - b) The contractor must have a spill kit on site at all times with the appropriate type and amount of containment material for the materials on site.
 - c) The contractor shall reimburse the Government for all clean up and disposal costs.
 - d) The contractor is responsible for the actions of all subcontractors.

b. Hazardous Waste:

- 1) The Detroit Arsenal is classified as a large quantity hazardous waste generator.
- 2) Hazardous waste is defined as Hazardous Material no longer having commercial value that must be discarded. Unused product is not classified as Hazardous Waste and is the responsibility of the contractor. For example, do not bring half tubes of caulk, adhesive or half cans of primer or paint to the HazMart for disposal.
- 3) The contractor shall not store or dispose of Hazardous or toxic waste on the DTA brought from off the installation.
- 4) All hazardous waste generated on the Detroit Arsenal must be disposed of through the HAZMART. The contractor shall reimburse the Government for all disposal costs. Contact the HAZMART for hours of operation and coordination: (586) 282-5665

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- 5) Hazardous waste generated as a result of work being conducted can be handled in one of two ways; Prior to the start of work, the contractor must notify the contracting officer which method they will use:
 - a) At the end of each work day the contractor or subcontractors must bring all hazardous waste to the HazMart during open hours; or
 - b) The Contractor can establish a satellite accumulation point:
 - (1) The satellite accumulation point must be managed IAW with all state and federal laws.
 - (2) The contractor must provide all training documentation for the satellite accumulation point operator prior to establishing the point.
 - (3) The operator must inspect the SAS daily using the USAG – DTA inspection form. The completed inspection form must be kept on site at all times. Each Monday submit copies of the previous weeks completed inspection forms to the Environmental Management Division. The Government may inspect these sites at any time to assure compliance.
 - (4) The material shall be turned into the HAZMART
 - c) All Hazardous Waste must be properly packaged and marked prior to turning it in to the HAZMART. The contractor shall provide the proper containers/boxes for hazardous waste.
- c. Other Waste:
 - 1) The arsenal soils have been tested for contamination. All samples were below levels for clean up action. Even though the soil has been tested, all soil leaving the post must be tested to assure proper disposal.
 - 2) If the soil is free of contamination, it can be disposed of as solid waste. If it is contaminated, it must be processed through the HAZMART as a hazardous waste.
- d. Universal Waste:
 - 1) Contractor shall collect, package and properly label all universal waste; Coordinate with the HAZMART for turn and disposal. The contractor shall not charge the Government for disposing of Universal waste, which includes:
 - (a) Mercury (used in fluorescent light tubes switches and thermostats.

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- (b) Lead acid batteries.
- 2) Toxic Substance Control Act (TSCA). While TSCA waste is not classified as hazardous waste, TSCA waste identified below shall be processed through the HAZMART for disposal.
 - (a) Asbestos: Contractor shall collect, package and properly label. Coordinate with the HAZMART for turn and disposal.
 - (b) PCBs: Contractor shall collect, package and properly label. Coordinate with the HAZMART for turn and disposal.
 - (c) Light ballasts: Contractor shall collect, package and properly label. Coordinate with the HAZMART for turn and disposal.
- e. Regulated Waste:
 - 1) All waste that is not hazardous waste and non-regulated solid waste is considered Regulated Waste.
 - 2) Disposal of solid waste, including construction and demolition(C&D) debris is the responsibility of the contractor.
 - 3) The contractor shall divert 50% of C&D waste by weight from landfill disposal.
 - 4) The contractor shall make an effort to deliver non-hazardous materials to a commercial recycler and provide US Army Garrison with a summary of weights of materials recycled.
 - 5) The Contractor shall not use the installations dumpsters and custodial services. The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified.
 - 6) Recyclable materials shall be handled to prevent contamination of materials from incompatible products/materials and separated by one of the following methods:
 - a) Reuse:
 - (1) First consideration shall be given to salvage for reuse since little or no re-processing is necessary for this method, and less pollution is created when items are reused in their original form.
 - (2) Sale or donation of waste suitable for reuse shall be considered.
 - (3) Salvaged materials, other than those specified in other sections to be salvaged and reinstalled, shall not be used in this project.

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- (2) Recycle: Waste materials that are not suitable for reuse, but do have value as a recyclable, shall be recycled whenever economically feasible.
- 7) The following materials are considered regulated waste:
- (a) Construction and Demolition Debris
 - (b) Construction Mixed Debris: rubble, wood, roofing, wall board, insulation, carpet, pipe, plastic, paper, bricks, lumber, concrete block, and metals.
 - (c) Demolition Mixed Debris: rubble, concrete, steel beams, bricks, wood, lumber, wallboard, insulation, carpet, pipes, wire, and equipment, fixtures.
 - (d) Excavation Material: Soils, stones, and wood.
 - (e) Roadwork Material: Asphalt, concrete, earth
 - (f) Site Clearance Debris: Trees, brush, earth, top soil, concrete, mixed rubble, sand, steel, paper, plastic, garbage, and rubbish.
- 8) All Regulated Waste must be disposed of at a licensed Class II landfill site.
- 9) Regulated Waste that is transported to a Class II landfill site must include a transportation manifest for each load of material delivered.
- 10) Trip manifest must include name, address and telephone number of transporting company, name of the driver, driver signature, volume in cubic yards of material delivered, source of material, type of material hauled and delivered, date material is loaded and date material is delivered.
- 11) A signed copy of each trip manifest must be kept with the contractor of record, the subcontractor if different than that prime contractor and must be provided to the Environmental Division within 7 calendar days of completing each trip.
- f. Non-Regulated Solid Waste:
- 1) Non-hazardous Waste: Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.

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- 2) Construction and Demolition (C & D: Waste Disposal of solid waste, including construction and demolition (C&D) debris is the responsibility of the contractor. The Waste Management Plan developed by the contractor will outline how all C&D materials generated will be handled for disposal and recycling. Section 01 74 19 paragraph 1.6 of the Unified Facilities Guide Specifications outlines the requirements of the Waste Management Plan.
- 3) The contractor shall recycle fifty percent (50%) of all C&D waste generated from the project. Cost effectiveness will need to be considered to meet these requirements. Documents must be submitted to the Environmental Division support the finding if it is not cost effective to recycle this material. The documentation must be approved by the Contracting officer and the DPW prior to being waived.
- 4) The contractor shall make an effort to deliver Non-Regulated Solid Waste materials to a commercial recycler and provide USAG - DTA with a summary of weights of materials recycled.
- 5) By the 15th of each month following transportation and disposal of the all non-regulated solid waste, the contractor shall provide the following information to the Contracting Officer and Environmental Management Division:
 - a) The weight and type of all solid waste material recycled. Quantities may be measured by weight or by volume, but must be consistent throughout.
 - b) The name and location of the landfill, recycling facility or waste processor receiving the waste or a description of the recycling disposition. Submit manifests, weight tickets, receipts, and invoices specifically identifying the project and waste material.
 - c) Provide explanations for any waste not recycled or reused.
 - d) Where the contract allows the contractor to use the installations dumpsters and custodial services, they will not have to submit information for material disposed using the facilities services.
 - e) Quantity of waste generated in cubic yards or tons.
 - f) Quantity of waste diverted through sale, reuse, or recycling in cubic yards or tons.

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- g) Quantity of waste disposed by landfill or incineration in cubic yards or tons.

13.0 ENVIRONMENTAL MANAGEMENT SYSTEM (EMS):

- a. The Detroit Arsenal has established a Mission-Focused Installation Wide Environmental Management System that conforms to ISO 14001 (See FAR Clause 52.223-5.)
- b. Executive Order 13148 requires that all Federal agencies implement an EMS. The USAGD shall implement an EMS and that EMS is in place and fully in compliance with all aspects of the system by 2009. Since the contractor's actions affect the USAG – DTA EMS goals, they shall be required to support all the goals of the USAG – DTA EMS. They shall not be required to have their own EMS.
- c. The USAGD is using ISO 14000 as its EMS standard. The contractor will be required to meet all the requirements of ISO 14001, Environmental management systems-Requirements with guidance for use, Second Edition, 2004-1 1-1 5 that support the USAG - DTA EMS.
- d. The contractor will be a member of the Garrison's EMS Cross Functional Team (CFT).
- e. All contractors' personnel must receive EMS awareness training annually. See the EMS work directives in the EMS web program for procedures.
- f. All subcontractors must receive EMS training. See the EMS work directives in the EMS web program for procedures.
- g. The contractor must follow all procedures identified in the EMS work directives.
- h. Contractor must use all forms identified in the EMS Web Page Forms tab. If they want to change the forms, they must be reviewed and approved by the EMS Environmental Management Representative (EMR) prior to executing the change.
- i. The contractor does not have to have a conforming EMS (Reference FAR Clause 52.233-5 Alternate I and Alternate II.).
- j. The Contactor shall assure all subcontractors are aware and understand the USAG - DTA EMS.

Appendix B

ENVIRONMENTAL PROTECTION REQUIREMENTS (PROJECT SPECIFIC)

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WASTE MANAGEMENT PLAN (WMP):

- 1) Two copies of the WMP must be submitted, one each to the Contractor Officer and the Operations and Maintenance Division for review and concurrence. As required by the individual task order, the WMP shall be submitted within 15 days after award of a delivery order and prior to initiating any site preparation work.
- 2) The WMP must be kept current and maintained onsite by the Contractor. Work under the contract cannot proceed until approvals are provided by the Chief of the Operations and Maintenance Division.
- 3) The WMP shall demonstrate how the project waste diversion goal of 50% will be met and must include the following:
 - a) Name of those individuals on the Contractor's staff responsible for waste prevention and management.
 - b) Actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.
 - c) Description of the regular meetings to be held to address waste management.
 - d) Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on-site and equipment to be used for processing, sorting, and temporary storage of wastes.
 - e) Characterization, including estimated types and quantities of the waste to be generated.
 - f) Name of selected landfill and/or incinerator to be used.
 - g) Identification of local and regional reuse programs, including non-profit organizations that accept used materials. Include the name, location, and phone number for each reuse facility to be used, and provide a copy the facility permit or license.
 - h) Identification of materials that cannot be recycled or reused with an explanation or justification for disposal at a landfill.
 - i) Description of how non-contaminated waste material will be segregated and protected from contaminated waste material.

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- j) Description of methods to be used for transporting recyclable material off the installation and to the selected recycling center.

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AIR QUALITY (Indoor Air):

- 1) The contractor shall prevent dust created during the performance of an individual task order from migrating outside the work areas.

- 2) Specific preventative measures may include but not limited to constructing an enclosure around the work area (including above the drop ceiling), blocking intake ducts or sweeping/vacuuming daily outside the work area limits.

DRINKING WATER:

- 1) All contractor actions must assure that the drinking water is not contaminated.
- 2) Contractor must use backflow protection when ever connecting to the potable water system. Prior to connecting to any potable water system, contact the Environmental Management system. Provide the following:
 - a. Location of connection.
 - b. Purpose of connection
 - c. Time when the contractor will be connect to the water system.
 - d. Type of backflow prevention being used to protect the water system.
- 3) Contractor must use American Water Works Association (AWWA) procedures to disinfect the system after any work on the potable water system.
- 4) Contractors connecting, replacing, or modifying any equipment which connects to the water system must provide the appropriate backflow prevention device either on the water connection or the equipment. Equipment includes process devices, heat exchangers, pumps, in-line coffee pots, water fountains, etc.

ASBESTOS MANAGEMENT:

General:

- a. Asbestos is present within DTA facilities. Contact the DTA Work Control Desk (operated by the Base Operations Contractor) for assistance in determining if asbestos is present in the work site.
- b. Asbestos Inspections are located in the Base Operations area at the Detroit Arsenal. Detroit Arsenal contact number: (586) 282 - 5326.
- c. All contractor employees working in areas that contain or may contain asbestos containing material (ACM) or presumed to contain asbestos containing material (PACM) shall be properly trained to assure neither their employees nor anyone on the DTA is exposed to asbestos fibers during contract operations.
- d. All asbestos abatement contractor qualifications shall be in accordance with 40 CFR 763.40, 40 CFR 61, 29 CFR 1926, and 1101 UFGS requirements.
- e. The contractor shall insure all subcontractors are properly trained and they have records of the training on site.
- f. The Contractor is responsible to assure all their personnel, and/or their subcontractor's personnel, performing asbestos abatement have the proper State of Michigan License and that the company performing the abatement is licensed by the State of Michigan
- g. All abatement workers must be properly trained and licensed by the State of Michigan. Provide copies of all licenses to the Contracting Officer Representative (COR) prior to the start of work. Each worker shall have their asbestos license with them at all times. A copy of the contractor's license must be on site at all times. The Government has the right to review all licenses and training documentation. Failure to have the proper documentation will result in stoppage of the project by the COR and/or Asbestos Management Control Officer (AMCO). Any cost for failure to have the proper documentation will be the responsibility of the contractor.
- h. Prior to the start of any abatement work, the contractor shall provide copies of all workers licenses to the COR and AMCO.
- i. Prior to the start of any abatement work, provide a copy of the company's State of Michigan license to the Contracting Officer Representative.
- j. In the event there is an accidental disturbance of known asbestos, the contractor shall stop work immediately and secure the area until a competent person, as defined by 29 CFR 1926.1101 (b), present to manage the Asbestos Containing Material (ACM) or Presumed Asbestos Containing Material (PACM).

Training:

- a. Renovation/construction/demolition projects, requiring workers walking through buildings/structures that may contain asbestos must provide verification of asbestos "awareness" training prior to accessing these buildings/structures.
- b. All contractor employees that work in areas that contain or may contain asbestos containing material (ACM) or presumed to contain asbestos

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containing material (PACM) shall be properly trained to assure neither their employees nor anyone on the DTA that is exposed to asbestos fibers during contract operations. The contractor must insure all subcontractors are properly trained and they have records of the training

Accidental Disturbance of ACM:

- a. In the event there is an accidental disturbance of asbestos, the contractor must have a competent person, as defined by the EPA, on site at all times work is being done in areas with Asbestos Containing Material (ACM) or Presumed Asbestos Containing Material (PACM).
- b. If during the execution of any work order asbestos containing material is disturbed or dislodged the contractor shall take the following actions:
 - 1) Restrict entry into the area and post signs to prevent entry into the area by persons other than those necessary to perform the response action.
 - 2) Contact the USAG - DTA work control desk [(586) 282 - 5326 to arrange for access to the air handling system shut off in the release area to prevent the distribution of fibers to other areas in the building.
 - 3) Conduct clean-up IAW all Federal and State laws.
- c. The contractor may encounter asbestos that has not been previously identified on inspections. If the contractor encounters asbestos or encounters suspected asbestos containing material, immediately stop work and contact the COR and AMCO.
- d. It is DOD and Army policy to manage asbestos in place and only remove it if it is failing or it interferes with another action such as construction, renovation, or maintenance and repair work. Asbestos that is not failing is the responsibility of the prime or general contractor's abatement to remove. If there is a reason or need to remove ACM in order to complete their work, the contractor is responsible to properly remove it.

Abatement Activities:

- a. All asbestos abatement projects shall be conducted IAW with the State of Michigan requirements and US Army Garrison - Detroit Arsenal Asbestos Operations and Maintenance Program and Management Plan.
- b. All asbestos abatement designs must be submitted to the Environmental Management Division – AMCO for review and approval 5 work days prior to starting any abatement work.
- c. All asbestos abatement designs and all State MDLEG/NESHAP joint notifications shall be submitted to the COR and AMCO for review and approval prior to sending notifications to the State of Michigan for approval.
- d. The contractor must maintain a Log for all abatement projects. A copy of the log must be turned into the Government after completion of the abatement project.

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- e. The General contractor shall arrange for a third party neutral consultant to conduct final clearance requirements both visual and air monitoring using aggressive air sampling techniques as defined in 40 CFR 763, Subpart E, Appendix A, Unit III, TEM Method B.7(d-f) for all indoor asbestos abatement projects. The use of TEM analysis for final clearances is up to the discretion of the USAG-DTA Asbestos Material Control Officer [AMCO], who acts on behalf of the facility/building owner.
- f. If deficiencies are found during the asbestos abatement activity, the Asbestos Abatement contractor shall correct all deficiencies.
- g. The General contractor shall notify the Contracting Officer of the contracted third party neutral consultant and the asbestos removal company to ensure the third party neutral consultant is not the same company as the asbestos removal company. The third party neutral consultant will be contracted by the General contractor, exclusively for final clearance requirements both visual and air monitoring.
- h. The selected third party neutral final clearance consultant will provide the COR with a copy of the post abatement air monitoring clearance results [analytical report] and visual inspection report to ensure all air samples indicate concentrations are less than 0.01 fibers/cc as required by EPA. The third party neutral final clearance consultant will also provide the COR a re-occupancy notification indicating the regulated area is available for re-occupancy. The third party neutral consultant will post the re-occupancy notification and analytical report in the vicinity of the regulated area for building occupants to review as necessary. A copy of each report will be placed in the COR's project package.
- i. All removed asbestos shall be properly packaged, labeled and turned into the HAZMART for disposal IAW with the HAZMART Users Pamphlet.
- j. Following a satisfactory clearance of the regulated area, any remaining critical barriers and warning devices shall be removed and disposed of as asbestos-contaminated waste. Re-establish HVAC, mechanical, and electrical systems in proper working condition.
- k. All asbestos abatement contractor qualifications shall be in accordance with UFGS requirements.
- l. The contractor must submit an as-built drawing within 10 days of completion of the work. The drawing shall identify the following:
 - 1) Type of ACM removed.
 - 2) Location of where the ACM was removed.
 - 3) Date of Abatement.
- m. If the contractor removes asbestos insulation, they must replace the asbestos with non-asbestos insulation and label the insulation as non-asbestos. The new insulation shall be provided in accordance with UFGS specifications.
- n. Licensing: The Contractor is responsible to assure all their personnel, and/or their subcontractor's personnel, performing asbestos abatement have the proper State of Michigan License and that the company performing the abatement is licensed by the State of Michigan

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- o. All abatement workers must be properly trained and licensed by the State of Michigan. Provide copies of all licenses to the COR and AMCO prior to the start of work. Each worker shall have their asbestos license with them at all times. A copy of the contractor's license must be on site at all times. The Government has the right to review all licenses and training documentation. Failure to have the proper documentation will result in stoppage of the project. Any cost for failure to have the proper documentation will be the responsibility of the contractor.
- p. Prior to the start of any abatement work, the contractor must provide copies of all workers licenses to the USAG - DTA Environmental Management Division – AMCO.
- q. Prior to the start of any abatement work, provide a copy of the companies State of Michigan license to the USAG - DTA Environmental Management Division – AMCO.
- r. Training: Types of training that may be required:
 - 4) Project designer
 - 5) Management planner
 - 6) Building inspector
 - 7) Contractor/Supervisor
 - 8) Abatement Worker
 - 9) Awareness

ACM Use: The use of ACM is not permitted without written approval of the DPW through the Contracting officer. If ACM has been used, provide, within 10 days of the project completion and before the final inspection, an as built drawing with the following information:

- 1) Location.
- 2) Type of asbestos.
- 3) Percentage of asbestos in the material.
- 4) Date installed.
- 5) If the contractor does not use ACM, the contractor shall provide written certification that they have not used any ACM during performance of the contract, project or task order. This shall be a letter from a company representative that has the authority to sign a contract or modification.

LEAD BASED PAINT (LBP)

- a. Contact the USAG - DTA Work Control Desk for assistance in determining if LBP is present in the work site. LBP Inspections are located in the Base Operations area at the Detroit Arsenal.
- b. All contractor employees working in areas that may contain LBP shall be properly trained to assure neither their employees nor anyone on the DTA that is exposed to LBP during contract operations. The contractor must insure that all subcontractors are properly trained and they have records of the training.
- c. If during the execution of any work order LBP containing material is disturbed or dislodged the contractor shall take the following actions:
 - 1) Restrict entry into the area and post signs to prevent entry into the area by persons other than those necessary to perform the response action.
 - 2) Conduct clean-up IAW all Federal and State laws.
- d. When the contractor is required to disturb or dislodge LBP containing material during the execution of any delivery order-the contractor shall take the following actions:
 - 1) Restrict entry into the area and post signs to prevent entry into the area by persons other than those necessary to perform the response action.
 - 2) Conduct clean up IAW all Federal and State laws.
- e. If LBP is removed and the action is not considered abatement:
 - 1) The contractor shall dispose of the debris as solid waste.
 - 2) The contractor must submit an as built drawing identifying the LBP removed and date of removal within 10 days of completion of the work.
- f. If it is necessary to remove construction debris that contains LBP in order to complete the project, it is the responsibility of the contractor to properly remove the material in accordance with Federal and State of Michigan requirements. In addition:
 - 1) The contractor must maintain a Log for all LBP containing debris that is removed. A copy of the log must be turned into the Government after completion of the abatement project.
 - 2) All LBP containing construction debris shall be properly packaged, labeled and turned into the HAZMART for disposal IAW with the HAZMART Users Pamphlet.
 - 3) The contractor must submit to the COR an as built drawing of the project where LBP containing material was removed; these drawings must identifying the where LBP containing material was removed and date of removal within 10 days of completion of the removal work.
- g. If any work is being conducted at facilities where children may be present, clearance testing must be completed:
 - 1) The contractor must clean the facility to meet HUD standards.

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- 2) The Government will conduct the clearance testing. Notify the government 10 work days prior to needing the test.
 - 3) If the clearance test does not meet clearance standards, the contractor must clean the facility until it passes the clearance test. The contractor must reimburse the Government for all clearance tests after the initial test
- h. The Contractor is responsible to make sure all employees and subcontractors are properly trained. The Government has the right to review all licenses and training documentation. Failure to have the proper documentation will result in stoppage of the project.
 - i. All contractor employees working in areas that contain LBP or presumed to contain LBP shall be properly trained to assure neither their employees nor anyone on the DTA is exposed to LBP during contract operations.
 - j. The contractor must insure that all subcontractors are properly trained and they must keep records of the training available for inspection by the COR.
 - k. The Contractor is responsible to assure that they have the proper State Certifications for their company and all subcontractors have their state licenses for all LBP work.
 - l. The contractor must insure that all subcontractors are properly trained and they must keep records of the training available for inspection by the COR.
 - m. Copies of licenses and certificates shall be on site at all times. The Government has the right to review all licenses and training documentation. Failure to have the proper documentation will result in stoppage of the project.
 - n. The contractor shall certify that they have not used any LBP during performance of the contract, delivery order or project. This shall be a letter from a company representative that has the authority to sign a contract or modification.

Appendix C

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

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- C.35. SITE CLEAN UP
- C.36. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- C.37. CONTRACTOR QUALITY CONTROL
- C.38. QUALITY CONTROL ORGANIZATION

C.1. GENERAL

C.1.1. The contractor shall furnish, upon receipt of an individual Task Order award, all materials, supplies, tools, parts (to include system components), supervision, engineering review and design, transportation, quality control, management, and labor necessary to perform all work in strict accordance with the specifications and technical criteria listed in each task order. The contractor's work and responsibility shall include all contractor planning, programming, administration, and management necessary to provide all repair and construction and related services as specified in each individual task order. The contractor may be required to meet compressed schedules, to deal with emergency or urgent requirements. The site location for performance will be identified in each Task Order. Work will vary from site to site and will require extensive knowledge of the functional operation relating to the efficient use of the facility, equipment, and facility support systems, and building structures. Since the facilities may be in operation, the contractor will be required to minimize interference with the daily operation of the facilities.

C.1.2. The work shall be conducted by the Contractor in strict accordance with the Unified Facilities Criteria (UFC), Army Regulations (AR), the Unified Facilities Guide Specifications (UFGS), the International Building Code (IBC), the Architectural Barriers Act (ABA), the National Fire Protection Association (NFPA) standards, the American National Standards Institute (ANSI) standards, the American Society of Heating, Refrigerating and Air- Conditioning Engineers (ASHRAE) standards, Michigan Occupational Safety & Health Administration (MIOSHA), Michigan Department of Environmental Quality, Michigan Department of Labor and Economic Growth, Macomb County Public Works Office, and all other Federal, state, and local laws, regulations, codes, standards, and directives. The compliance with codes and regulations shall be based on the most stringent requirements, in case there is a conflict between any two codes or any two regulations. The Contractor shall remain abreast of any changes in laws, regulations, codes, standards, and directives which impact these facilities. The UFC and UFGS are available at the Whole Building Design Guide (WBDG) website (<http://dod.wbdg.org/>). UFGS Specification Section 01 42 00 *SOURCES FOR REFERENCE PUBLICATIONS* includes a list of standards publishing organizations and contact information.

C.1.3. The contractor shall minimize environmental pollution and damage or potential damage that may result from their operations. Environmental resources within the project boundaries and those affected outside the limits of work shall be protected for the duration of the contract. The Contractor will be responsible for work delay resulting from failure to comply with environmental laws and regulations. Failure to comply with environmental requirements is not grounds for an equitable adjustment. The contractor shall confine all activities to areas defined by the design drawings and specifications. The contractor shall be responsible for the actions of all subcontractors to ensure they adhere to all environmental requirements. The Army's goal is to have no enforcement actions at any installation. The contractor's actions and support are absolutely essential to achieve this goal at on the United States Army Garrison-Michigan (USAG-DTA). In the event the USAG-DTA is issued an enforcement action, the contractor shall be liable for the cost of all fines and penalties resulting from the violation of any laws due to their actions or failure to perform in accordance with (IAW) Federal, State or local environmental requirements. Also, the contractor shall be responsible to reimburse the Government for all expenses incurred because of the receipt of any enforcement actions. The contractor is responsible to insure that all subcontractors adhere to all environmental requirements. The contractor shall notify the Contracting Officer or Contracting Officer's Representative (COR) if any actual environmental issues are encountered or potential environmental issues may be encountered.

C.2. TASK ORDER COMPETITION

C.2.1. Individual Task Order awards (Task Order) will be based on competitive proposals received exclusively from MA IDIQ contract contractors.

C.2.2. All eligible MA IDIQ contract contractors will be provided a fair opportunity to be considered for each Task Order under this contract unless a statutory exception from FAR 16.505(b)(2) applies.

C.2.3. The Contracting Officer will exercise broad discretion in determining if a contractor is eligible for the award of a project. The Contracting Officer may consider such factors that the Contracting Officer, in the

exercise of sound business judgment, believes are relevant to the placement of orders.

C.2.4. The Government reserves the right to undertake performance by Government forces, for the same type or similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

C.3. TASK ORDER REQUEST FOR PROPOSAL (TASK ORDER RFP)

C.3.1. Issuance of Task Order RFP. When the Government requires work under the MA IDIQ contract, a Task Order RFP will be issued, as appropriate. Depending upon the requirements, the offeror will provide a price proposal and various non-priced proposal volumes in response to each Task Order RFP.

C.3.2. Notification of Task Order RFP. Notifications will be sent via e-mail. MA IDIQ contract contractors shall keep an up-to-date e-mail address on file with the Contracting Officer at all times. Backup addresses are encouraged. Upon notification of a Task Order RFP, the contractor shall acknowledge receipt of the offering by return e-mail. No other means of notification will be used. The Government will not be responsible for lack of notification(s) for contractors who fail to maintain current e-mail addresses or acknowledge offerings.

C.3.2.1. In the event an offeror is unable to submit a proposal in response to a Task Order RFP, the contractor shall notify the Contracting Officer, or the Contract Specialist identified within the Task Order RFP, via e-mail.

C. 3.3. Task Order RFP Format. The Task Order RFP shall contain the following information:

1. Date of Issuance
2. Project Title and Description
3. Magnitude of the Project
4. Plans and Specifications
5. Performance Period
6. Bonding Requirements
7. Liquidated Damages
8. Wage Determination
9. Site Visit Information
10. Basis for Award
11. Proposal Due Date
12. Proposal Form
13. Any other pertinent data determined appropriate by the Contracting Officer

C.3.4. Plans and Specifications. The offeror will be provided an electronic copy of the Statement of Work (with pertinent supplemental specifications and construction drawings as applicable) upon issue of each Task Order RFP. All reproduction shall be at the contractor's expense.

C.3.4.1. Design Standards & Guides. The design, construction, and operation of facilities shall meet the Detroit Arsenal Installation Design Standards and the Installation Design Guide, Attachment 002.

C.3.4.2. Default Specifications. The Unified Facilities Guide Specifications (UFGS) are the Default Specifications for the MA IDIQ contract and all Task Orders. Specification paragraphs and subparagraphs shall not be rewritten by the contractor which lessens the quality of the original technical specification sections, unless otherwise noted in the Task Order RFP. The UFGS specifications describe the type and quality of material and installation normally acceptable for United States Army construction and often represent specific agreement between the Government and the applicable industry. The provisions of the technical specifications shall not be changed without justification. If bracketed choices are not selected by the Government in the Task Order RFP, then the contractor shall edit the choice. Contractor editing of UFGS specifications shall not lessen the quality of the UFGS unless the contractor provides the Contracting Officer documentation as to why the standards established by the UFGS sections cannot be met and the Contracting Officer approves.

C.3.4.3. Design-Build. The Government may request that each offeror submit their technical and/or managerial approach, if necessary, and price estimate in response to a Task Order RFP for Design-Build projects. See Section C.4 further information.

C.3.4.4. Design-Bid-Build. The Government may request that each offeror submit their price estimate in response to a Task Order RFP for Design-Bid-Build projects. The Government will develop project design drawings and technical specifications for Design-Bid-Build projects. The contractor shall provide construction based on the Government prepared design. Certain aspects of Design-Bid-Build projects may require contractor design services as specified in the Task Order RFP. Required contractor design services for Design-Bid-Build projects may include fire protection design, structural design, or any other design specified in the Task Order RFP.

C.3.5. Alternate Proposals. Offerors shall specifically identify all deviations from the minimum Task Order RFP requirements in a cover letter in a section entitled "Deviations." This requirement applies for all proposal revisions. If an alternate is proposed, the work as specified in the solicitation must also be priced. All proposed alternates shall be specifically addressed and expanded upon in proposal submissions to include separate pricing information.

C.3.6. Site Visits. Upon issuance of the Task Order RFP, a site visit will be scheduled. Offeror's attendance at site visits is considered vital to preparation of competitive and cost-effective offers, and to understand the total requirements desired by the Government. In some cases, a site visit may be determined mandatory for an offeror to submit a proposal. Such requirement will be stated in the Task Order RFP. Failure to attend site visits may not be used as an excuse for omission or miscalculation in offers, nor will it preclude an offeror from competition. Site visits are considered a normal cost of doing business and no additional task orders or compensation will be made.

C.3.7. Evaluation Method and Procedures. The Contracting Officer, in making decisions in award of any Task Order, may consider factors such as price only or best value as stated within the Task Order RFP. Best value may include such factors as Past Performance, quality, timeliness, or other factors that the Contracting Officer determines to be relevant to award a particular Task Order RFP. The primary non-cost factors and price factors will vary depending on the unique requirements for each Task Order RFP. The Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered. Each Task Order RFP will describe the criteria to be utilized in evaluating Task Order proposals.

C.3.7.1. Construction Cost Estimate Breakdown. Offeror shall thoroughly complete a Construction Cost Estimate Breakdown spreadsheet that will be provided with a Task Order RFP. The purpose of the spreadsheet is to provide a standard format by which the Offeror submits to the Government a summary of incurred and estimated costs suitable for review and analysis.

C.3.8. Price Estimates. The contractor shall submit a price proposal in accordance with the policies and procedures stated in the Task Order RFP. The price proposal submitted must show costs summarized according to the latest edition of Construction Specifications Institute (CSI) MasterFormat work breakdown structure (as applicable to the RFP). The Division Number/Title and the Line Numbers shall be in accordance with the latest edition of CSI MasterFormat. Each Line Number shall be listed utilizing CSI MasterFormat to the maximum extent possible. All Division 01 GENERAL REQUIREMENTS shall be shown as individual line items as direct costs in the cost proposal. All bid options/CLINS shall be provided in this format on separate cost proposal work sheets.

C.3.9. Receipt of One Proposal. If only one proposal is received in response to a Task Order RFP, the Government may award the project based on the bid price received, may elect to conduct negotiations with the single bidder, or cancel the project.

C.3.10. Discrepancies in the Evaluation of Offers. For the purpose of initial evaluation of offers proposed for Task Orders, the offeror will be notified of a potential mistake in a proposal by letter. Arithmetic discrepancies found on the face of a Construction Cost Estimate Breakdown submitted by the offeror may be corrected for: (1) Obviously misplaced decimal points (2) Discrepancy between unit price and extended price (3) Apparent errors in

extension of unit prices; (4) Apparent errors in addition of lump-sum and extended prices.

C.3.10.1. For purposes of price evaluation, the Government will proceed that the offeror intends the proposed price to be evaluated on basis of the unit prices and the totals arrived at by resolution of arithmetic discrepancies as provided above.

C.3.11. Proposal Due Date. The due date and time for submission of the offeror's proposal will be set in the Task Order RFP. Offerors shall submit a proposal in accordance with requirements stated in the Task Order RFP.

C.3.12. Davis Bacon. The prevailing Davis Bacon Wage Determination shall be included into each Task Order RFP per FAR 22.404, "Davis-Bacon Act wage determinations." Offerors shall be notified of any changes to the prevailing Davis Bacon Wage Determination before the issuance of Task Orders.

C.3.13. Reimbursed Expenses. Offerors will not be reimbursed for proposal preparation, attendance during negotiations, site visits, or other pre-Task Order RFP costs.

C.4. TASK ORDERS INCLUDING DESIGN AND CONSTRUCTION SERVICES

C.4.1. Procedures for Design-Build Projects. A Task Order RFP may be issued with the amount of funds available for design and construction including a Statement of Work, design criteria and/or project book, or concept design. The MA IDIQ contract contractors may be requested to submit a concept design along with a price proposal. The Task Order will be issued as a Firm-Fixed-Price contract for design and construction. It is the MA IDIQ contract contractor's responsibility to design the project so that it can be constructed within the fixed price contract value. Failure to do so is at the contractor's risk. Contractors may be required to complete the design among subcontractors and submit a detailed proposal for construction (e.g., breakdowns for labor, equipment, and materials).

C.4.2. Disqualification. The Contracting Officer may disqualify a contractor's proposal if the Contracting Officer deems the concept design, when required, is insufficient for the Government to evaluate the contractor's proposal.

C.4.3. Limitation on Payment for Design Services. If it should be necessary to terminate a Task Order for convenience that includes design, for any reason, prior to completion, the Government will pay the contractor a fair and reasonable price for the design services performed and delivered to the Government. However, such payment will not exceed a sum greater than the amount allowable pursuant to 10 USC 4540 regardless of the actual costs the contractor may be able to substantiate.

C.4.4. Design Reviews. Review(s) of the design will be accomplished in accordance with the Statement of Work for each Task Order. The contractor is responsible for submitting the number of copies to the addresses identified when review is not accomplished at the contractor's office.

C.4.4.1. Design Review Time. The time required by the Government to review submissions made during design reviews will be established within the Task Order RFP. The review periods, as established in the Task Order RFP schedule, are the maximum anticipated periods required. Over-the-shoulder reviews may be used if necessary to expedite the review design process.

C.4.4.2. The contractor is responsible for incorporation of review comments within the time scheduled in the Task Order RFP.

C.4.5. The design of architectural, structural, HVAC, plumbing, electrical, communications, fire protection, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia. All plans shall be sealed by the review professional. The contractor shall identify the Designer of Record for each area of work, also to be indicated in the Design Quality Control Plan. One Designer of Record may be responsible for more than one area. All areas of design disciplines

shall be accounted for by a listed, State Certified Designer of Record. The Designers of Record shall stamp, sign, and date each design drawing submitted under their responsible discipline for the 100 Percent Design; Corrected Final Design; and Released for Construction Design submittals. Designers of Record shall be employees of, or contracted directly by, the Prime contractor, or shall be an employee of an independent design firm that is contracted directly by the Prime contractor. Drawings, specifications, design analysis, and other design products shall be provided as stated in the Task Order RFP.

C.4.6. The Government shall have unlimited rights in all drawings, designs, specifications, notes and other works developed in the performance of a Task Order, including the right to use on any other Government design or construction without additional compensation to the contractor. The contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The contractor for a period of three years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

C.4.7. All designs, drawings, specifications, notes, and other works developed in the performance of Task Orders shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the contractor. The Government shall be considered the “person for whom the work was prepared” for the purpose of authorship in any copyrightable work under 17 U.S.C.201(b). With respect thereto, the contractor agrees not to assert or authorize others to assert any rights nor establish any claim under design patent or copyright laws. The contractor for a period of three years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the contractor shall have the right to retain copies of all works beyond such period.

C.4.8. A Design-Build project may include a source selection based on requirements for Technical, Past Performance, and Price Proposals. The contractor is responsible for the form, fit, and function of the project. A Task Order award will be made to the offeror proposing the best value to the Government in accordance with the evaluation elements specified in the Task Order RFP.

C.4.9. Proposed Enhancements/Betterment. The minimum requirements of the contract are identified in the Task Order RFP. All enhancements/betterments offered in the proposal become a requirement of the awarded Task Order.

C.4.9.1. “Enhancement” or “Betterment” is defined as any component or system that exceeds the minimum requirements stated in the Task Order RFP. This includes all proposed enhancements/betterments listed in accordance with the “Proposal Submission Requirements” of the Task Order RFP, and all Government identified enhancements/betterments.

C.4.9.2. “Government identified enhancements/betterments” include the enhancements/betterments identified on the “List of Accepted Project Enhancements/Betterments” prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other enhancement/betterments identified in the accepted Proposal after award.

C.4.10. Responsibility of the Contractor for Design. The contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the contractor under this contract. The contractor shall, without additional compensation, correct or revise any errors or deficiency in designs, drawings, specifications, and other non-construction services. Neither the Government’s review, approval or acceptance of, nor payment for, the services required under contract shall be construed to operate as a waiver of any rights under contract or of any cause of action arising out of the performance of a contract. The contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the contractor’s negligent performance of any of the services described under contract. The rights and remedies of the Government provided for under contract are in addition to any other rights and remedies provided by law.

C.4.11. Notice to Proceed (NTP). After receipt of the NTP, the contractor shall initiate design, comply with all design submission requirements, and obtain Government review of each submission. No construction may be

started until the Government reviews the final design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer or COR will notify the contractor when the design is cleared for construction by issuing a Released for Construction letter. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the contract.

C.4.12. If the Government allows the contractor to proceed with limited construction based on pending minor revisions to the reviewed final design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

C.4.13. Constructor's Role During Design Process. The contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements. In addition to the typical required construction activities, the contractor's involvement includes actions such as: ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction Quality Control program with the design Quality Control program, and maintaining and providing the design team with accurate, up to date redline and as-built documentation. The contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

C.4.14. Sequence of Design-Construction (Non-Fast Track). After receipt of the NTP, the contractor shall initiate design, comply with all design submission requirements and obtain Government review of each submission. No construction may be started until the Government reviews the final design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer or COR will notify the contractor when the design is cleared for construction by issuing a Released for Construction letter. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Task Order.

C.4.15. Sequence of Design-Construction (Fast Track). After receipt of the NTP, the contractor shall initiate design, comply with all design submission requirements as covered in the Project Book, and obtain Government review of each submission. The contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for beginning construction. The Contracting Officer will notify the contractor when the design is cleared for construction by issuing a Released for Construction letter. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Task Order. If the Government allows the contractor to proceed with limited construction based on pending minor revisions to the reviewed final design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted, and are satisfactory to the Government.

C.4.16. No payment will be made for any in-place construction until all required submittals have been made, reviewed, and are satisfactory to the Government. Pending minor revisions to the reviewed final design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

C.5. TASK ORDER AWARD

C.5.1. Contract Type. The Task Order will be Firm-Fixed-Price.

C.5.2. Issuing Authority. The Contracting Officer is designated as issuing authority for Task Orders placed against the MA IDIQ contract.

C.5.3. Task Order Issuance. Task Order awards will be issued on DD Form 1155 and will be sent via e-mail. Upon award of a Task Order, the contractor shall acknowledge receipt of the Task Order.

C.5.4. Options. When option line items are included in the Task Order RFP, the Government will evaluate offers for the purpose of awarding task orders by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

C.5.5. Task Order Format. Each Task Order shall contain the following information:

1. Effective date of Task Order.
2. Contract number and Task Order number.
3. Task Order price, delivery and performance data.
4. Accounting and appropriation data.
5. Wage Determination.
6. Bonding Requirements.
7. Liquidated damages.
8. Scope of Work.
9. Drawings, if applicable.
10. Any other pertinent data determined appropriate by the Contracting Officer.

C.5.6. Bonding Requirements. Payment and performance bonds, if applicable shall be provided to the Contracting Officer within five calendar days after award.

C.5.7. Pre-Construction Meeting and Notice to Proceed. After receipt of acceptable performance and payment bonds, if required, a pre-construction meeting will be held prior to **any** start of work. A NTP agreement will be issued by the Contracting Officer and shall be signed by an official of the company authorized to sign contracts and related material. The contractor shall promptly commence the work specified and in accordance with the provisions contained herein.

C.5.8. Contractor Responsibility. The contractor will be held responsible for all requirements described in the contract documents and all work including that of his subcontractors, if any, shall be done in accordance with the contract documents. Failure to familiarize himself with their requirements will not relieve the contractor of this responsibility to comply.

C.5.8.1. The Contractor shall be responsible for fulfilling the requirements of all applicable parts of the specifications and drawings indicated in the Task Order. The Contractor shall also be responsible for meeting the following requirements:

C.5.8.2. The Contractor shall be required to prepare reports and correspondence as required by the Task Order. All correspondence shall reference the contract number and the title on all correspondence, including RFI's, submittals, E-mails.

C.5.8.3. The contractor shall furnish, upon receipt of a Task Order, all materials, supplies, tools, parts (to include system components), supervision, full and limited engineering, transportation, quality control, management, and labor necessary to perform all work in strict accordance with the specifications and technical criteria necessary to complete various maintenance, repair, alteration and new construction projects.

C.5.9. The Contractor's Site Supervisor and Government representatives shall hold weekly progress meetings for the duration of each Task Order.

C.6. CONTRACT DATA REQUIREMENTS LIST

C.6.1. Common Data Submittals and Frequencies. The frequency of submittals that may be required are listed below

TITLE OF DATA ITEM	FREQUENCY
Corporate Safety Plan	One time Generic Corporate Plan, 30 days after MA IDIQ contract award date
Site Specific Safety Plan	All Task Orders
Quality Control Plan	One time Generic Corporate Plan 30 days after MA IDIQ
Environmental Plan	One time Generic Corporate Plan, 30 days after MA IDIQ contract award and as required by Task Order.
Waste Management Plan	As required by Task Order
Soil and Erosion Plan	As required by Task Order
Dirt and Dust Control Plan	As required by Task Order
Design	As required by Task Order
Submittal Registry	As required by Task Order
Work Schedule	As required by Task Order
O&M Manuals	As required by Task Order
Training Plan	As required by Task Order
Equipment & Construction Warranties	As required by Task Order
Prepare As-Built Drawings	As required by Task Order
List of Equipment Installed	As required by Task Order
Warranty Management Plan	As required by Task Order

C.7. CONTRACT – ORDER OF PRECEDENCE

C.7.1. The contract between the Government and the successful offeror includes the standard contract clauses and schedules current at the time of solicitation issuance or modification by amendment. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any modifications during proposal evaluation or selection, and (2) the successful offeror’s initial proposal and any subsequent revisions thereafter, as accepted by the Government. The material contained in the contract constitutes and defines the entire agreement between the contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of the agreement.

C.7.2. In the event of conflict or inconsistency between any of the provisions of the various portions of the solicitation, precedence shall be given in accordance with the clause at 52.215-8 Order of Precedence – Uniform Contract Format, as prescribed in FAR 15.209(h).

C.7.3. If there is a conflict between requirements specified in a Task Order and the Unified Facilities Guide Specifications (UFGS) then the requirements of the Task Order and Task Order RFP shall govern and shall be adhered to.

C.8. REPORT OF ERROR AND DISCREPANCIES

C.8.1. The contractor shall be responsible for any and all discrepancies in work due to failure to obtain dimensions and investigate conditions at the building before fabrication and installation.

C.8.2. The contractor shall bear all costs in replacing all materials and labor due to not observing the above paragraph and such replaced materials shall meet the approval of the COR.

C.8.3. The contractor shall promptly notify the Contracting Officer and COR in writing of any discrepancies.

C.8.4. Any proposed changes to the specifications by the contractor must be submitted in writing to the Contracting Officer and COR for approval prior to implementation.

C.9. AMBIGUITY/CONTRACT INTERPRETATION

C.9.1. It shall be the obligation of the contractor to exercise due diligence to discover and to bring to the attention

of the Contracting Officer at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein.

C.10. DESIGNATION OF GOVERNMENT REPRESENTATIVES

C.10.1. Contracting Officer. The Contracting Officer is the administrating representative of all Task Orders. The Contracting Officer is the sole individual with authority to obligate the Government, direct the contractor, and change contract terms and conditions.

C.10.2. Contracting Officer's Representative (COR). The Contracting Officer shall appoint a qualified COR. The COR is designated as the technical representative of the Contracting Officer for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under contract. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

C.11. COMPLIANCE WITH STATE AND FEDERAL LAWS AND REQUIREMENTS

C.11.1. The contractor, his employees, and his subcontractors are subject to, and shall abide by and comply with, all relevant statutes, ordinances, laws and regulations of the United States (including Executive Orders of the President) and any State (or other public authority now or hereafter in force). The contractor agrees to observe and comply with all applicable state and Federal requirements regarding social security, workman's compensation, unemployment insurance, and any other matters concerning employment applicable to the performance of a contract or rules, regulations, directions and order not inconsistent herewith as may from time to time be issued by the Government. The unilateral act of any Governmental body against any employee of the contractor for the violation of a state or Federal law or regulation shall not excuse the contractor from full compliance with the terms and conditions the contract.

C.12. CONTRACTOR STAFF AND EMPLOYEES

C.12.1. Contractor Information. Prior to the issuance of the first Task Order, MA IDIQ contract contractors shall provide the Contracting Officer with a telephone number, fax number, and e-mail address at which the contractor or their representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate action.

C.12.2. Staffing. The manpower and staffing requirements for work will vary. Work requirements are set forth herein. The contractor shall employ adequate manpower capabilities to perform the functions detailed in each Task Order.

C.12.3. Contractor's Quality Control Manager. The Contractor shall execute the work under the direction of a Contractor's Program Manager. All work shall be accomplished with adequate internal controls and review procedures that will eliminate conflicts, errors, and omissions and ensure the technical accuracy of all output. See Section C.37, "Contractor Quality Control" for further guidance.

C.12.4. Superintendence. The contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, at the work site while work is in progress, with authority to act. The contractor's superintendent is responsible for the overall production and quality of work on the job. The superintendence shall maintain a physical presence at the site at all times and shall be responsible for construction and construction related activities at the site.

C.12.5. Supervision. The contractor's personnel shall, at all times, be under the supervision of the contractor and not Government personnel, whether uniformed or civilian and regardless of rank. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract. Such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.

C.12.6. Personnel. The contractor shall be responsible to employ and utilize only experienced journeymen overseeing certified apprentices in the field they are working and capable persons in the performance of work under contract. All employees must be citizens of the United States or authorized aliens and shall be able to furnish proof of citizenship if asked to do so by the Contracting Officer. Only authorized contractor personnel shall be admitted to the worksite at all times.

C.12.7. Removal of Personnel. The Contracting Officer may require the contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess, or use controlled substances at the worksite and those whose continued employment under this contract is inconsistent with the interest of military security.

C.12.8. Liability. The contractor hereby agrees to release the Government (to include its officer, enlisted personnel, agents, and employees) from any liability for any loss, damage, or injury sustained by the contractor or his employees during the performance of this contract. The contractor also agrees to indemnify the Government for any loss, damage, or injury to Government personnel or agents or other third parties, provided such loss to the Government is caused by the negligence of the contractor or his personnel while performing this contract.

C.13. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS

C.13.1. Any proposed minimum qualifications for (a) key personnel, (b) incoming or replacement key personnel, and (c) subcontractors will be incorporated into the contract resulting from this solicitation and shall be limited to individuals, qualifications, and firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitutions.

C.13.2. Personnel qualifications for all personnel working on a Task Order shall be in accordance with Unified Facilities Guide Specifications (UFGS) and shall also include the following requirements:

C.13.2.1. The Project Manager shall have a minimum ten years experience as a Project Manager on construction projects similar to this contract and similar in size and complexity. In addition, the Project Manager shall complete the course entitled "Construction Quality Management for Contractors" prior to the start of construction. For further information, contact the nearest United States Army Corps of Engineers (USACE) Construction Division Office.

C.13.2.2. The Superintendent shall have a minimum ten years experience as a Superintendent on construction projects similar to this contract and similar in size and complexity. In addition, the Project Manager and Superintendent shall complete the course entitled "Construction Quality Management for Contractors" prior to the start of construction. For further information, contact the nearest USACE Construction Division Office.

C.13.2.3. The Contractor's Quality Control (CQC) Manager shall have a minimum of ten years construction experience on construction projects similar to this contract and similar in size and complexity. In addition, the CQC Manager shall complete the course entitled "Construction Quality Management for Contractors" prior to start of construction. For further information, contact the nearest USACE Construction Division Office.

C.14. CONSTRUCTION SCHEDULING, WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

C.14.1. A weekly progress meeting will be held between the contractor, COR, and Contracting Officer, if necessary, to discuss work progress, problems and potential change orders. Contractors shall attend these meetings at no additional cost to the Government.

C.14.2. Prior to specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premise and buildings; space for storage of materials and

equipment; delivery of materials and use of approaches, use of corridors, stairways, and similar means of passage.

C.14.3. Portable furniture in the immediate project area shall be moved by the contractor to a location designated by the COR and replaced to its original position, or an alternate location as determined by the COR, upon completion of the work. Schedules for movement of furniture and equipment and delivery of materials shall be incorporated in the progress schedule and shall be made with a minimum of interference to Government operations and personnel. So far as practicable, the work shall be completed by section and confined to limited areas. Coordination with the COR and the user activity shall be accomplished at least three days in advance.

C.14.4. For Task Orders with performance period of 60 calendar days or more, or at the direction of the COR, the contractor shall, within five days after the NTP, or another period of time determined by the COR, prepare and submit to the COR for approval, the practicable schedule showing the order in which the contractor proposes to perform the work, and the dates on which the contractor contemplates starting and completing the several salient features of work. Contractor shall submit the number of copies specified in the Task Order. If the number of copies is not specified in the Task Order, then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy of the entire submittal package (including the electronic digitally signed ENG Form 4025). The schedule shall be on an electronic Contract Progress Schedule or acceptable substitute. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule that does not reflect steady and reasonable progress throughout the construction period will be rejected. Weekly progress reports, contractor Progress Reports, are required for both the contractor and the COR covering the period from notice to proceed through final inspection.

C.14.5. The contractor shall provide a project schedule in Microsoft Office Project 2007 and Adobe Acrobat Portable Document Format (PDF) to define work tasks and track progress for all Task Orders. At least five calendar days prior to work initiation, the contractor is to provide the schedule usable with Microsoft Windows that is to include definition of rescues. Submit the number of copies specified in the Task Order. If the number of copies is not specified in the Task Order then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy and one electronic Microsoft Office Project 2007 format copy of the entire submittal package (including the electronic digitally signed ENG Form 4025). Additionally, the Microsoft Office Project 2007 schedule is to have a cost per task field for each task – this is commonly called line item cost. No work is to start until there is written approval from the COR that the plan is approved.

C.14.6. The contractor shall prepare a work progress schedule required for completion of each of the various divisions of work. Updated Microsoft Office Project 2007 schedules shall be provided by the contractor every two weeks (unless otherwise indicated in the Task Order or unless otherwise directed by the Contracting Officer, showing work progress, at the beginning of the workweek. If there are deviations from the original plan, those are to be noted and approved by the COR before work changes are implemented. The schedule shall be submitted to the COR, in the number of copies as directed prior to start of construction. The reports contemplated by the information herein titled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to "Contract Progress Schedule" and the "Contract Progress Report."

C.15. SUBMITTALS

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

C.15.1. General. The following guidance is to be followed for all construction related submittals. The contractor shall provide all submittals in strict accordance with UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*. The contractor shall follow all procedures specified in UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*. Submit the number of copies specified in the Task Order. If the number of submittal copies to be provided by the contractor is not specified in the Task Order, then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy of the entire submittal package (including an electronic digitally signed ENG Form 4025). Submittals which require hardcopy submission; such as samples, shall be provided in hardcopy format (one hardcopy of the submittal) and shall be provided with an

accompanying electronic digitally signed Adobe Acrobat PDF copy of the ENG Form 4025 and a hardcopy of the ENG Form 4025. One electronic copy and one hardcopy shall be provided for all design submittals. Electronic copies of design submittals shall be provided in all formats specified.

C.15.2. MA IDIQ Contract Submittals. MA IDIQ contract submittals can be Government Approved or Information Only. MA IDIQ contract submittals are submittals that are generic in nature for all work under the MA IDIQ contract and shall be identified by the contractor (annotation of Basic Submittal in the remarks column of the ENG Form 4025) when providing the submittal register for approval in accordance with the submittal register requirements specified in UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*. MA IDIQ contract submittals shall be submitted within 30 days after MA IDIQ contract award date. The Contract Quality Control Plan, the Contract Safety Plan, and submittals required which impact the contract as a whole, are mandatory MA IDIQ contract submittals.

C.15.3. Task Order Specific Submittals. Task Order specific submittals can be Government Approved for Information Only. These submittals are identified in each specific Task Order and describe Task Order specific requirements of materials and/or procedures. Task Order specific submittals shall be available at time of negotiations (as applicable) and submitted for final approval within ten calendar days of notice-to-proceed for the respective Task Order. The contractor may request approval to use Task Order specific submittals as basic contract submittals.

C.15.4. Approved Submittals. The approval of submittals by COR shall not be construed as a complete check but will indicate only that the general method of construction, materials, detailing, and other information are satisfactory. Approval will not relieve the contractor of the responsibility for any error, which may exist, as the contractor under the CQC requirements is responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. After the COR has approved submittals, no re-submittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary. Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so signed and dated. Electronic copy of the submittal will be retained by the COR and a copy of the submittal will be returned to the contractor.

C.15.5. Disapproved Submittals. The contractor shall make all corrections required by the Contracting Officer and COR and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the contract clause 52.243-4, entitled "Changes" shall be given promptly to the Contracting Officer.

C.15.6. Withholding Payment. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

C.15.7. Submittal Execution.

C.15.7.1. The contractor, upon receipt of each Task Order and prior to beginning execution of any work on the project, shall submit shop drawings to the COR for approval.

C.15.7.2. The Contracting Officer shall have 14 calendar days after date of receipt in which to approve or reject the submittals.

C.15.7.3. The contractor shall include time for this submittal process in the project schedule.

C.15.7.4. If approved by the COR, each copy of the submittals will be identified as having received such approval by being so stamped and dated.

C.15.7.5. The contractor shall make all corrections required by the COR.

C.15.7.6. The approved drawings shall not be construed as a complete check but will indicate only that the

general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the contractor of the responsibility for any error that may exist, as the contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.

C.15.7.7. Submittals shall be submitted to the address specified by the Task Order.

C.15.7.8. A Task Order will list each item of equipment and material for which submittals are required. The contractor shall fill in the date entitled "Required Submission Date" and return completed copies to the Contracting Officer for approval within ten calendar days after Task Order notice to proceed. The contractor shall submit the quantity of submittals specified in the Task Order. If the number of submittal copies to be provided by the contractor is not specified in the Task Order then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy of the entire submittal package (including the electronic digitally signed ENG Form 4025). Submittals which require hardcopy submission; such as samples, shall be provided in hardcopy format (one hardcopy of the submittal) and shall be provided with an accompanying electronic digitally signed Adobe Acrobat PDF copy of the ENG Form 4025 and a hardcopy of the ENG Form 4025. One electronic copy and one hardcopy shall be provided for all design submittals. Electronic copies of design submittals shall be provided in all formats specified. Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the Task Order. This submittal register, contractor's schedule dates, and the progress schedules shall be coordinated.

C.15.7.9. Transmittal Form (ENG Form 4025 or approved equivalent). The transmittal form ENG Form 4025, Attachment 003, shall be used for submitting both Government Approved and Information Only submittals in accordance with the instructions on the reverse side of the form. A reproducible form will be furnished to the contractor. All the heading blank spaces in the form identifying each item submitted shall be properly and completely filled out. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item. The contractor shall provide the transmittal form (ENG Form 4025) in electronic Adobe Acrobat Portable Document Format (PDF). The electronic ENG Form 4025 shall be digitally signed by the contractor. Submittals that require hardcopy submission shall be provided with the ENG Form 4025 in hardcopy format and electronic Adobe Acrobat Portable Document Format (PDF) that shall be digitally signed by the contractor.

C.15.8. Certification. The contractor is responsible for and shall certify that the submittals comply with contract requirements. For design-build construction, both the Contractor Quality Control System Manager and the Designer of Record are to stamp and sign to certify that the submittal meets contract requirements.

C.15.8.1. Drawings. Each drawing shall be not more than 28 inches high by 42 inches wide, with a USAG-DTA title. Title block shall contain subcontractors or fabricator's name, contract number, description of item(s), bid item number, and a revision block. The contractor shall submit the required number of prints of any type and CD copy in MicroStation format. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. The contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block. All drawings shall be submitted on a CD in MicroStation format and Adobe Acrobat Portable Document Format.

C.15.8.2 Printed Material. All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated.

C.15.8.3 Changes To Previous Submittals. It is the Government's intent to standardize equipment and materials utilized and installed. In the event the contractor desires to change materials or equipment previously submitted,

the contractor must annotate the transmittal block of the ENG Form 4025 as "Change to previous transmittal number ", and forward the submittal for Government approval.

C.15.8.4. Processing of Government Approved Submittals. Submittals requiring Government approval shall be submitted as specified in this contract. Having a completed copy of ENG Form 4025 attached to it shall identify each copy submitted. Submittals will be reviewed and processed as stated in UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*.

C.15.8.5. Processing of Information Only Submittals. Copies of submittals that are submitted for information only shall be submitted prior to ordering of the material or equipment to the job site. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. ENG Form 4025 shall be marked as follows to identify the contractor approved submittals. An asterisk shall be placed in column "h" and the words "contractor approved information copy only" shall be placed in the remarks block of the form. Submittals will be monitored and spot checks will be made. When such checks indicate noncompliance, the contractor will be notified by the same method used for Government approvals. In the event the contractor requests evidence of Government receipt of submittals, an additional completed ENG Form 4025 shall be submitted (without attachments) which will be returned to the contractor to signify that the submittal has been received.

C.15.8.6. Transmittal Checklist. The following checklist is intended to aid in the preparation of ENG Form 4025 and related transmittals and is intended only as a partial summary of requirements stated elsewhere within this specification.

- a. DO NOT submit multiple 5-digit specification sections on one ENG Form 4025.
- b. Transmittal # 1 shall be the Submittal Register. Subsequent submittals shall be numbered sequentially as submitted except for re-submittals. Re-submittals must be related to the parent (original) transmittal, i.e. transmittal no. 2 re-submittal would be number 2A, etc.
- c. Government Approval; Submit the number of copies as specified in this contract for enclosures; each with ENG Form 4025 attached. Information only; submit the number of copies specified in this contract for enclosures, each with ENG Form 4025 attached.
- d. Break the submittal into items that can be reviewed independently. For a transmittal with more than 9 items use multiple sets of ENG Form 4025.
- e. Item numbers must be written on the enclosures and the ENG Form 4025.
- f. Only ONE copy with the information required by items 2 and 5 above should be collated by items into a booklet form.
- g. Enter the specification technical paragraph for each Item in column "e" on the ENG Form 4025.
- h. Identify the contract drawing number that applies, if applicable, in column "2" on ENG Form 4025.
- i. Variations shall be identified in Description of Material column on ENG Form 4025 and justified in the Remarks Block on the reverse of the form.
- j. Cross out inapplicable portions of submitted data or point to exact equipment being used on the project.
- k. Allow a minimum 14 calendar days for submittals requiring Government Approval. l. DIGITALLY SIGN the ENG Form 4025.

C.16. METHOD OF CARRYING ON THE WORK

C.16.1. All work under the contract shall be arranged and carried on in such a manner as to complete work in the least possible time. The contractor shall consult with the Contracting Officer and the COR as to methods or sequence of carrying on the work.

C.16.2. Activities in the vicinity of this project may be kept in full or partial operation during construction. The contractor shall coordinate with the COR and schedule construction activities.

C.17. LAYOUT AND GRADES

C.17.1. All lines and grade work not presently established at the site shall be laid out by the contractor in accordance with the drawings and specifications. The contractor shall maintain all established boundaries and benchmarks and replace as directed any which are destroyed or disturbed.

C.18. SCHEDULING OF PRE-FINAL AND FINAL INSPECTIONS

C.18.1. Notification for Pre-Final Inspection. The contractor and the Government will jointly conduct a pre-final inspection prior to any final inspection. Prior to requesting a pre-final inspection, the contractor shall inspect his work thoroughly and make required corrections. Request for the pre-final inspection shall be made in writing to the COR at least five calendar days prior to the desired date.

C.18.2. Pre-Final Inspection. Discrepancies noted will be furnished by the COR. The COR is responsible for furnishing a complete punch list, in writing, to the contractor. Items noted on the punch list will be completed prior to scheduling a final inspection.

C.18.3. As-Built drawings, real property data, warranties, O&M manuals, equipment list etc., shall be submitted as specified in the Task Order.

C.18.4. Notification for Final Inspection. When the contractor is ready for final inspection, he shall request so in writing to the COR or his duly authorized representative at least five calendar days prior to the desired date.

C.18.5. Final Inspection. The final inspection will be performed with the contractor by the COR, consultant team, and representative of the using activity. Discrepancies noted will be corrected within the time specified by the COR.

C.19. AS-BUILT RECORDS AND DRAWINGS, O & M MANUALS AND WARRANTY OF CONSTRUCTION

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

C.19.1. SUBMITTAL

PROCEDURES C.19.2. AS-BUILT

FIELD DATA:

C.19.2.1. General. The Contractor shall keep at the construction site a complete set of full size blue line prints or drawings/sketches, reproduced at Contractor expense. As-built drawings shall be provided in accordance with UFGS Specification Section 01 78 00 CLOSEOUT SUBMITTALS. During construction, these prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all deletions, green to indicate all additions, and blue to indicate special information, coordination, or special detailing or detailing notes in accordance with UFGS requirements. The drawings shall show the following information:

C.19.2.1.1. The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

C.19.2.1.2. The locations and dimensions of any changes within the building or structure, and the accurate location and dimensions of all underground utilities and facilities.

C.19.2.1.3. Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.

C.19.2.1.4. Correct elevations if changes were made in site grading from the contract plans.

C.19.2.1.5. All changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the contractor.

C.19.2.1.6 The topography and grades of all drainage installed or affected as part of the project

construction. C.19.2.1.7. All changes or modifications from the design and from the final inspection.

C.19.2.1.8. These deviations shall be shown in the same general detail and quality utilized in the contract drawings. Marking of the full-size drawing shall be performed continuously during construction to keep them up to date. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-Built Field Data" and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer and a responsible representative of the contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

C.19.2.2. Submittal of the As-Built Drawings: As-Built Drawing submittal shall be submitted to the COR as specified in the Task Order. Redline as-built drawings shall be provided to the COR at the time of the pre-final and final inspections.

C.19.2.3. The contractor shall provide as-built drawings in MicroStation format and Adobe Acrobat Portable Document Format to the Government as specified in the Task Order. The CAD and Adobe Acrobat PDF drawings shall be as built and submitted to the COR for approval. The contractor shall also prepare as-built drawings for their own design-build drawings in MicroStation format, as specified in the Task Order, and shall incorporate all As-Built Field Data.

C.19.2.4. As-Built Contract Original Record Tracings:

C.19.2.4.1. Approved preliminary as-built drawings will be returned to the contractor. These drawings are part of the permanent records of this project and the contractor will be held responsible for their protection and safety until they are returned to the COR. Any drawings damaged or lost by the contractor shall be satisfactorily replaced in like medium, quality, and size as the originals at the contractor's expense.

C.19.2.4.2. As-Built drawings shall be provided in conformance with the U.S. National CAD Standard and the DPW Drawing Standard, Attachment 004. Additions and corrections to the construction drawings shall be in conformance with the U.S. National CAD Standard. The contractor shall provide as-built drawings in MicroStation format in conformance with the U.S. National CAD Standard regardless of the software and standard in which the CADD drawings are provided to the contractor by the Government. Conversions and corrections to the drawings provided by the Government to the contractor shall be made by the contractor. Line work, line weights, lettering, layering conventions, and symbols shall be in conformance with the U.S. National CAD Standard. If additional drawings are required, they shall be prepared in MicroStation format and shall be in conformance with the U.S. National CAD Standard. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings.

C.19.2.4.3. All work by the contractor shall be done on files in MicroStation format. Translation of files to a different format, for the purpose of as-built production, and then retranslating back to the format originally provided, will not be acceptable unless the Government provided the files in AutoCAD format. If the Government provided drawings are in AutoCAD format then the contractor shall convert the files to MicroStation format and provide the drawings in MicroStation format. The Government will review final as-built drawings for accuracy and the contractor shall make all required corrections, changes, additions, and deletions.

C.19.2.4.4. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the contractor. All other contract drawings shall be marked in the bottom right-hand corner of each drawing either "AS-BUILT" drawing denoting no revisions on the sheet, or "REVISED AS-BUILT" denoting one or more revisions. Original contract drawings shall be dated in the revision block."

C.19.2.4.5. Approval and acceptance of the final as-built record drawings shall be accomplished before final payment is made to the contractor.

C.19.2.5. List of Equipment-In-Place

- a. Prior to the final acceptance inspection on a Task Order, the Contractor shall identify all new equipment and all equipment removed by submitting a completed Equipment Checklist, Attachment 005. Furthermore, the listing shall include the location of each item and nameplate date. This list shall be updated and kept current throughout construction, and shall be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the contractor prior to submission of each monthly pay estimate.
- b. Listing shall include: air conditioners, air handling units, condensers, fans, pumps, air compressors, transformers, unit heaters, regulators, direct current power supplies, latrine fixtures, motors, engines, motor or engine-driven equipment, cranes, drinking fountains, sinks, water coolers, generators, space heaters, water heaters, refrigerators, freezers, coolers, meters, gas detectors, humidifiers dehumidifier, air purifier, ovens, power units, fuel tanks, water tanks, elevators, welders, recorders, reels, scales, hydrants, intrusion detection equipment, fire detection and alarm equipment, emergency light sets, emergency eye wash, deluge showers, washers, dryers, dishwashers, bridge cranes, and like items of equipment.
- c. Final payment will not be made to the contractor until the Government has received and approved the listing.

C.19.2.6. Military Real Property Data – DD Form 1354. The DD Form 1354, Transfer and Acceptance of Military Real Property, Attachment 006, shall be provided electronically in Adobe Acrobat PDF format.

C.19.2.6.1. Contractors shall furnish real property data to the Government via DD Form 1354, or in a format prescribed on the DD Form 1354, of each new construction and/or renovation project awarded unless otherwise notified. The contractor is responsible for accuracy of data current up to the time of submission. For non-complex projects, projects where simple real property data is not anticipated (e.g., paving projects) or projects expected to be completed within 12 months, the contractor shall furnish this data 30 days prior to completion of the project. Dependent upon the type of project and complexity of data required in certain cases, contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses.

C.19.2.6.2. For major renovation and complex projects or those expected to exceed 12 months, the contractor shall furnish real property data no less than on a quarterly basis. Frequency of submission shall be standard throughout the duration of the project. Contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses due to the volume of data required to be furnished. Upon completion of the project, the contractor shall furnish a final, comprehensive DD Form 1354.

C.19.2.6.3. The DD Form 1354 accounts for five percent (5%) of the total contract amount and therefore 5% must be shown on the DD Form 1354 or similar breakdown of costs submitted for payment purposes. Upon acceptance of data by the real property specialist, the contractor may invoice for submission of real property data.

C.19.2.6.4. For questions pertaining to the DD Form 1354, contractors should contact the COR. For construction data assistance, contractors may consult with the COR assigned to the project.

C.19.3. Operation and Maintenance Manuals

C.19.3.1 General. The contractor shall provide Operation and Maintenance (O&M) manuals for the complete facility as applicable under each Task Order, including all contractor furnished and installed equipment, systems and materials. O&M manuals shall be provided in accordance with UFGS Specification Section 01 78 23 *OPERATION AND MAINTENANCE DATA* and as specified in the Task Order. Included herein are requirements for compiling and submitting the O&M data. The O&M data shall be separated by facility into distinct systems and within each distinct system, further separated by the following disciplines: Mechanical, Electrical, Fire Protection, Security, and Architectural/General. The O&M manuals for any particular system shall include narrative and technical descriptions of the interrelations with other systems. This narrative shall include a description on how the system works with notable features of the system, including normal and abnormal operating conditions. The explanation of the system is to be short and concise with reference to specific manufacturer's equipment manuals for details. Provide overall system schematic with narrative for each discipline. If the quantity of material is such that it will not fit within one binder then it shall be divided into volumes, as required.

C.19.3.1.1. The O&M manuals shall be prepared for each individual facility of multi-facility projects.

C.19.3.1.2. The contractor shall provide the quantity of O&M manuals as specified in the Task Order. If the number of copies of O&M manuals is not specified in the Task Order, then the contractor shall provide one electronic Adobe Acrobat Portable Document Format (PDF) copy of the entire submittal package (including the electronic digitally signed ENG Form 4025).

C.19.3.2. O&M Manual and Data Submittal: To establish and assure uniform O&M manual format, the contractor shall submit and receive COR approval on one complete system prior to submissions for remaining systems.

C.19.3.2.1. O&M data on equipment or systems shall be submitted so all data will be approved and bound in the O&M manuals in the required quantity by the time the project reaches 90 percent completion. Failure to furnish approved, bound manuals in the required quantity by the time the project is 90 percent complete, will be cause for the COR to hold or adjust the retained percentage in accordance with Contract Clause 52.232-5, "Payments Under Fixed Price Construction Contracts". For equipment or systems requiring personnel training, the final O & M data must be approved by the COR prior to the scheduling of the training. For equipment or systems requiring acceptance testing, the final O & M data must be approved by the COR prior to the scheduling of the testing.

C.19.3.3. Binders.

C.19.3.3.1. Construction and Assembly. Manuals shall be three ring binder, sliding posts or screw-type aluminum binding posts (three screws) with spine, but only one type shall be used for all manuals (per Task Order). The manuals shall be hardback covered, cleanable, plastic, not over three inches thick and designed for 8-1/2 x 11 inch paper.

C.19.3.3.2. Marking. Each binder shall have the following information, as a minimum, printed on both the spine and cover; or printed on insert in plastic sleeve of notebook binder. BUILDING OR FACILITY NAME, IDENTIFICATION NUMBER (Building No.), LOCATION, AND SYSTEM (Mechanical, Electrical, etc.). Contractor's name and address as well as the contract title and contract number shall be printed on the inside of the front cover.

C.19.3.3.3. Color. Color of binder and markings shall be the option of the contractor except that: (a) labeling color shall contrast with binder color, and (b) colors shall be the same for all manuals on a particular Task Order.

C.19.3.3.4. Content. The O&M manuals shall be structured to address each of the following topics.

- a. Warning Page. A warning page shall be provided to warn of potential dangers (if they exist), such

as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.

- b. Index. Each manual shall have a master index at the front identifying all manuals and volumes and subject matter for each. Following the master index, each manual shall have an index of its enclosures listing each volume and tab numbers., as necessary to readily refer to a particular operating or maintenance instruction. Rigid tabbed flyleaf sheets shall be provided for each separate product, equipment, or system in the manual. All pages shall be numbered with the referenced number included in the index.

C.19.3.4. Warranties.

- a. The contractor shall warrant that work performed on a Task Order conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Government takes possession.
- b. The Contractor shall provide extended parts and labor warranties on all equipment, products, and items, including roofs, HVAC equipment, pumps, motors, transformers, fire protection and fire alarm equipment, lightning protection equipment, and all other equipment as specified in the Unified Facilities Guide Specifications (UFGS). In addition to submitting warranty information when specified in the Unified Facility Guide Specifications, all product warranty information shall also be provided at the time product data information is submitted to the Government for review. Parts and labor warranties shall be provided for the maximum duration specified in the Unified Facilities Guide Specifications for all products.

C.20. EVALUATION OF CONTRACTOR PERFORMANCE

C.20.1. The contractor's performance shall be evaluated upon completion of each Task Order of \$650,000 or more or termination of the contract per FAR 42.1502(e). Contractor's performance shall be evaluated using Construction Contractor Appraisal Support System (CCASS).

C.20.2. The Government reserves the right to evaluate Task Order performance under \$650,000 when determined to be in the best interest of the Government. For Task Orders under this MA IDIQ contract, the contractor's performance will be evaluated upon final inspection of each Task Order in excess of \$150,000. Interim evaluations for Task Order in excess of \$150,000 may be prepared at any time during contract performance when determined to be in the best interest of the Government.

C.20.3. Any specific requirements for contract quality control and quality assurance by the Government personnel will be defined in Task Orders. The contractor will be rated in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety and environmental standards. The contractor will be notified of any rating entered into CCASS, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to all DoD Contracting Officer's for their future use in determining contractor responsibility.

C.21. DIVISION OF WORK

C.21.1. The various divisions of the specifications shall not be considered as negotiations of the material and labor involved. The arrangement and order of these divisions have been made for convenience only, and it is not the intent, nor shall it be so construed, a particular trade or subcontractor must perform that work included in any one division.

C.21.2. Any item mentioned under any division heading must be supplied even though it is not specified under the heading for the respective work, but is shown on the drawings. No claims for extras arising out of real or alleged error in such arrangement or order of the various divisions will be given consideration.

C.21.3. The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

C.22. CONTRACTOR RESPONSE

C.22.1. The contractor shall maintain an off-site location that will not hinder or prohibit the required response times. For non emergency situations, the contractor is required to respond to notification within two calendar days of such notification. For emergency situations, the contractor shall respond within 60 minutes of notification.

C.23. MATERIAL TESTING BY NATIONAL LABORATORIES

C.23.1. Electrical materials and equipment shall be new and bear the UL label or be listed in UL Electrical Construction Materials Directory or Electrical Appliance and Utilization Equipment Directory, wherever standards have been established by the agency.

C.23.2. The contractor shall submit proof that the material or equipment, which he proposes to furnish under this specification, conforms to the standards of Underwriters Laboratories. The label of Underwriters Laboratories (UL) shall be accepted as conforming to this requirement.

C.23.3. In lieu of the label, the contractor may submit a written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used.

C.24. TRANSPORTATION AND HANDLING

C.24.1. The contractor shall coordinate with suppliers and shippers to ensure incoming materials are properly identified with the contractor's name, contract number, and project title. The contractor shall designate an authorized individual to be available to receive shipment.

C.25. MISPLACED MATERIALS

C.25.1. Any material that is deposited elsewhere than areas designated as approved by the COR shall be re-handled and deposited where directed. No payment will be made for re-handling such material. The Contracting Officer will notify contractor of any noncompliance with the foregoing provisions.

C.26. STORAGE

C.26.1. No secure storage space will be provided by the Government. The Government will not be responsible for property belonging to or under the present control of the contractor. The contractor is to protect their materials. An unsecured, open area will be designated by the COR for storage of construction equipment and materials during the period covered by a Task Order.

C.26.2. The contractor shall construct such temporary sheds as they may require for the use of their workmen and as required for tool cribs and storage of all work on a Task Order. Temporary sheds shall be confined to the space assigned by the COR.

C.26.3. Sheds shall be of approved construction and wood floors, lighting, and heat shall be provided in all parts used by workmen. Exterior of sheds shall be painted, all parts maintained in good condition throughout the life of the contract, and at completion, all parts shall be removed and the premises shall be cleaned up.

C.26.4. Storage of supplies, materials, and equipment on the project site shall be accomplished in such a manner to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with the previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removal from the job site or for temporary storage until reuse shall be the responsibility of the contractor.

C.27. TELEPHONE AND COMMUNICATIONS SECURITY MONITORING

C.27.1. All communications with DoD organizations are subject to communication security (COMSEC) review. Contractor personnel will be aware telephone communication networks are continually subject to intercept by unfriendly intelligence organizations. The DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, civilian contractor personnel are advised any time they place a call to, or receive a call from, a U.S. Army organization, they are subject to COMSEC procedures. The contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DoD information.

C.28. UTILITIES

C.28.1. If it becomes determined by the government that Government-operated utilities (to be specified in the Task Order) are adequate they will be furnished to the contractor without charge where existing outlets are available. The contractor is responsible for installing temporary service outlets, as necessary, and charges will be made in accordance as determined by the Contracting Officer. Any expense incurred to gain access to these utilities shall be the responsibility of the contractor and all utilities shall be returned to their original configurations at the end of the each Task Order. No alterations to existing utilities shall be accomplished without the written permission of the COR.

C.28.2. The contractor shall notify the COR and obtain Fire Department approval prior to connecting to any base fire hydrant.

C.29. UTILITY AND OTHER BASE INTERRUPTIONS

C.29.1. If it becomes necessary to interrupt work activities in buildings or areas for construction purposes, permission to do so must be requested in writing to the COR at least 14 calendar days prior to commencing work and shall be subject to COR approval. Written requests for street closing or parking impacts shall be submitted for approval to the Contracting Officer and COR at least 14 calendar days prior to closing the street.

C.29.2. Shutoff of utilities that will cause interruption of Government work operation as determined by the COR shall be accomplished during Government non-work hours or on non-work days of the Using agency without any additional cost to the Government.

C.29.3. The contractor shall communicate all vehicular, pedestrian, and utility interruptions in detail by submitting the Construction Impact Notification Form. A copy of the current Construction Impact Notification Form can be obtained from the COR upon request. The Directorate of Public Works (DPW) Chief of Engineering Plans & Services must have 14 calendar days notice from the contractor prior to permission being secured.

C.29.4 Work in connection with this contract which requires utility outages (electrical, water, gas, steam,.) which will close down or limit (as determined by the COR) normal activities in the building, construction area, or other affected areas, shall be performed by the contractor at a time other than regular working hours of the organization occupying the facility. Work required by the contractor on non-standard basis or at premium pay shall be done at no additional cost to the Government.

C.29.5. The contractor's progress schedule shall include preliminary listing of all proposed shutdown dates.

Every effort shall be made to make all shutdowns as brief as possible and as limited in extent as possible.

C.30. TEMPORARY UTILITIES

C.30.1. The contractor shall provide all temporary utilities used for work under this contract including temporary lines and connections. The contractor shall remove all temporary lines and all temporary utilities at the completion of the work.

C.31. HOT WORK PERMITS

C.31.1. A hot work permit is required for all operations requiring ignition of a combustible. This permit is required prior to commencement of any hot work. To obtain permit call: 586-282-6448 (TACOM Reg. 420-8) or 586-282-6021. Any work within the confines of the installation, in or out of doors, that will produce sparks, flames, or heat will require the issuance of a hot work permit.

C.31.2. Hot work permits are issued on a day-to-day basis by the Detroit Arsenal Fire Inspectors. Each contractor requiring a permit must contact the Fire Station via the business numbers provided. Only the Prime contractor's superintendent or safety office will be issued a hot work permit.

C.31.3. After completion of an inspection of the work area a hot work permit will be issued. The contractor will be required to have the proper size and type fire extinguisher at the work site (contractors are not permitted to utilize the government fire extinguisher located in the building). The contractor responsible for the work being done will be required to sign the hot work permit.

C.31.4. After all hot work is completed for the day and a 60-minute cool down period (per EM 385-1) has been observed, the contractor must contact the DTA Fire Department to close the permit. The Fire Department will send a representative to re-inspect the work site. If all conditions are safe, the permit will be cancelled out.

C.31.5. All subcontractors shall adhere to the above requirements in order to maintain hot work permits.

C.31.6. WARNING: contractors shall not leave the job site without closing the permit. Failure to do so will result in no further hot work permits being issued to the contractor.

C.32. WEATHER PROTECTION AND TEMPORARY HEATING

C.32.1 The contractor shall provide and maintain weather protection as may be required to properly protect all parts of the structure from damage during construction.

C.32.2 The contractor shall be responsible for repairs and maintenance to the heating system or units during the period during progress of building construction and shall deliver same to the Government, at termination of such use, in perfect condition, cleaning out all air ducts and replacing all filters. Any temporary heating shall be at the expense of the contractor.

C.33. CUTTING AND REPAIRING

C.33.1. Unless otherwise specified hereinafter, the contractor shall do all necessary cutting, drilling, fitting, and patching of work and corresponding work that may be required to make several parts come together and fit it to receive, or be received, by work of other trades shown upon, or reasonably implied, by the drawings and specifications for the completed project.

C.33.2. The contractor shall be held responsible for all cutting, replacement, and repairing of work that is due to faulty workmanship and which is not specifically covered by specifications for trades which are affected. The contractor will also be held responsible for providing, without extra cost to the Government, any small incidental items which are not specifically mentioned in trade specifications, but which are necessary to complete the work in accordance with the drawings, and under the general understanding that the work, when completed, shall be a

finished and workmanlike job.

C.34. DAMAGES AND REPAIRS

C.34.1. All damages by the contractor's operations shall be repaired or replaced, at the contractor's expense, as directed by the Contracting Officer. Any Government property damaged as a result of the work, materials, or operations of the contractor shall be restored at no additional expense to the Government.

C.34.2. All existing sidewalks, curbs, and pavement disturbed, broken, or removed or otherwise damaged by the contractor during performance of the work under this contract shall be replaced by the contractor at his own expense. Replaced sidewalks, curbs, and pavements shall be smooth, shall blend into the existing work, and shall not present depressions or humps.

C.35. SITE CLEAN UP

C.35.1. The contractor shall maintain the construction site in a clean and orderly condition. All refuse and salvage material shall be gathered and disposed of periodically to maintain the site in this condition. All roadways within the work area, or used by the contractor, shall be swept and vacuumed daily. The cleaning operation shall be accomplished with self-propelled sweepers equipped with pick-up devices. The method of cleaning and equipment employed shall be subject to the approval of the COR.

C.35.2. During and after periods of rain, this construction site may have a very high water table or areas of standing surface water. Dewatering techniques are a contractor's option; however, the COR shall approve the method prior to start of work to ensure compliance with environmental requirements and regulations.

C.35.3. Following completion of the work, the contractor shall clean the entire area from any debris and excess of misplaced material due to his operation and obtain COR approval of this finished work.

C.35.4. Cleanup and disposal of debris and fill materials:

C.35.4.1. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the COR. Upon completion of a project, the contractor shall insure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the Task Order or by the Contracting Officer, disposal of debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off Government property. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area.

C.35.4.2. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, and plaster shall be the responsibility of the contractor. Disposal shall be off USAG-DTA property unless otherwise stated within the Task Order.

C.35.5. Prior to acceptance of the facility and at such times as directed by the Contracting Officer, the contractor shall thoroughly clean all exposed surfaces of the building where work under this contract was completed. All protective coatings, except lacquers, shall be removed from finish surfaces and the finish surfaces shall be washed and cleaned. The contractor shall be held responsible for all damaged materials and at completion shall replace, at his own expense, all such damaged materials.

C.36. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

C.36.1. During the period 15 November through 15 April there may occur extended periods (periods in excess of 15 calendar days or more) where weather conditions exist which the Government determines are unsuitable for performance. In the event such conditions exist, the Government reserves the right to suspend performance by unilateral modification. Modification shall state the period of the applicable weather exclusion period and the adjusted contract completion date. Contract completion date will be adjusted by adding the number of exclusion days to the prior completion date. Weather exclusion periods shall be at no additional cost to the Government.

C.36.2. The following paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

C.36.2.1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

C.36.2.2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

C.36.2.3. The following schedule of monthly anticipated adverse weather delays is 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 all weather dependant activities.

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

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(16)	(12)	(07)	(05)	(04)	(04)	(04)	(04)	(04)	(04)	(05)	(11)

C.36.3. Upon acknowledgment of the NTP and continuing throughout the contract, the contractor will record on the daily QCQ report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

C.36.4. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in the previous month) shall be calculated chronologically from the first to the last day of each month, and shall be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated according to the paragraph above, the Contracting Officer may convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and may issue a bilateral modification.

C.37. CONTRACTOR QUALITY CONTROL

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

C.37.1. General. The contractor is responsible for quality control and shall establish and maintain an effective quality control system in accordance with FAR 52.246-12, "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction and demolition operations, both on-site and off- site, and shall be keyed to the proposed sequence.

C.37.1.1. References. The following publications form a part of this specification to the extent referenced. The publications are referred to in the next by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS
(ASTM)

ASTM D 3740 (latest edition) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

ASTM E 329 (latest edition) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction.

C.37.2. Quality Control Plan. The contractor shall furnish for review by the Government, no later than 30 days after the award of the MA IDIQ contract, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the FAR 52.246-12, "Inspection of Construction". The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

C.37.3. Content of the Basic CQC Plan. The Basic CQC Plan shall be submitted to cover the intended CQC organization for the MA IDIQ contract (encompassing all Task Orders) and shall include the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three-phase control system (see Section C.38.7, Control) for all aspects of the work specified. The staff shall include a CQC Manager who shall report to the Project Manager or someone higher in the contractor's organization. The Project Manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.
- b. An employment resume to include the name, qualifications duties, responsibilities, and authorities of each person assigned a QC function.
- c. A copy of the letter to the CQC Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC Manager including authority to stop work which is not in compliance with the contract. The CQC Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section SUBMITTALS.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. Laboratory facilities will be approved by the Contracting Officer.
- f. Definable Features of Work is a task that is separated and distinct from other tasks and has separate control requirements. Each section of the specification can be considered as a definable feature of work. However, there may be more than one definable feature under a section of the specifications. The list shall be cross-referenced to the contractor's construction schedule and the specification section.
- g. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- h. Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- i. Reporting procedures, including proposed reporting formats. This shall include a copy of the Daily

CQC report form.

C.37.4. Task Order Addendum CQC Plan. For each Task Order, if required, submit a CQC Addendum Plan within ten days of receipt of the Task Order's Notice to Proceed. Proposed changes to file Basic Plan or items requiring additional details of description required implementing the Basic CQC Plan or of a site specific nature shall be covered in the Addendum Plan. Include a list of the definable features of work for the Task Order. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting. Any proposed changes to the basic CQC organization shall be approved before commencement of construction.

C.37.5. Acceptance of Plans. Acceptance of the contractor's basic and addendum plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the contractor to make changes in their CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

C.37.5.1. Design-Build Requirements. The contractor shall submit for government acceptance, a Design Quality Control Plan in accordance with Contractor Quality Control specifications before design may proceed for design-build requirements.

C.37.5.2. Design-Bid-Build Requirements. The contractor shall submit for government acceptance, a Design Quality Control Plan in accordance with Contractor Quality Control specifications before construction may proceed for design-bid-build requirements.

C.37.5.3. Notification of Changes. After acceptance of the CQC Plan, the contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

C.37.6. Contractor Quality Control Coordination. After the Pre-construction Meeting before start of construction, and prior to acceptance by the Government of the CQC Quality Control Plan, the contractor shall meet with the Contracting Officer or Authorized Representative and discuss the contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of contractor's Management and control with the Government's Quality Assurance. There may be occasions when subsequent conferences may be called by either party to reconfirm mutual understandings or address deficiencies in the CQC system or procedures that may require corrective action by the contractor.

C.37.7. Payment. Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the pricing schedule for each Task Order.

C.38. QUALITY CONTROL ORGANIZATION

C.38.1. General. The requirements for the CQC organization are a CQC Manager and Design quality manager (for Design-Build projects only) to ensure contract compliance. The CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action to ensure contract compliance.

C.38.2. CQC Organizational Staffing. A staff shall be maintained under the direction of the CQC Manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. The QC plan will clearly state the duties and responsibilities of each staff member. The contractor shall provide a CQC staff, which shall be at the site of work at all times during progress, with complete authority to take any action necessary to ensure compliance with the

contract.

C.38.3. CQC Staff. The strength of the CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the contractor will add additional staff at no cost to the Government. This listing of minimum staff requirements that follow in no way relieves the contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the Contracting Officer.

C.38.3.1. CQC Manager. The contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the contractor. This CQC Manager or designated CQC staff representative shall be on the site at all times during construction and will be employed by the contractor, except as noted in the following.

C.38.3.1.1. The CQC manager may serve as the Safety Manager or it may be a separate position. The CQC Manager may serve as the Safety Manager but shall not have any other duties outside of these two positions. An alternate for the CQC Manager will be identified in the plan to serve in the event of the system manager's absence. Period of absence may not exceed two weeks at any one time. The requirements for the alternate will be the same as for the designated CQC Manager.

C.38.3.1.2. The CQC manager shall be an experienced construction person, with a minimum of ten years construction experience on similar type work. In addition to the above experience, it is required that the CQC Manager have completed the course entitled "Construction Quality Management for Contractors" prior to start of field work and maintain current certification. For further information, contact the nearest USACE Construction Division Office.

C.38.4. Organizational Changes. The contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

C.38.5. CQC Submittals. The CQC organization shall be responsible for certifying that all submittals comply with the contract requirements. The Government will furnish copies of test report forms upon request by the contractor. The contractor may use other forms as approved.

C.38.6. Definable Features of Work.

C.38.6.1. General Requirements.

- a. Special project procedures to include coordination of work, project meetings, submittals, and quality control.
- b. Administrative Requirements.
- c. Environmental Protection.
- d. Job Conditions.

C.38.6.2. Site Work.

- a. Excavation, Trenching and Backfilling for utilities Systems to include sewer, gravity, drainage, and water lines.
- b. Clearing and grubbing, backfilling for buildings.
- c. Grading.
- d. Fence, chain-link.
- e. Concrete for sidewalks and curbs.
- f. Bituminous Paving.

C.38.6.3. Concrete.

- a. Concrete materials, concrete procedures, concrete formwork, forms, form ties and accessories, concrete reinforcement, concrete finishing, concrete curing and grouting.
- b. Testing.

C.38.6.4. Masonry.

- a. Masonry procedures, mortar, mortar accessories, unit masonry, cavity wall construction to include bringing inner and outer withes up simultaneously, reinforcement, wall ties, flashing, and cleaning.
- b. Acceptance of Sample Panel.
- c. Testing.

C.38.6.5. Metals.

- a. Structural steel, framing to include metal materials and methods, metal fastening, metal joints, welding, expansion control, and miscellaneous metals
- b. Steel Roof Decking.
- c. High Strength Bolts.

C.38.6.6. Thermal and Moisture Protection.

- a. Dampproofing
- b. Fireproofing
- c. Sealants

C.38.6.7. Doors and Windows. Metal doors and frames, special doors, metal windows, glazing and miscellaneous hardware, caulking.

C.38.6.8. Finishes.

- a. Ceramic tile.
- b. Gypsum wallboard.
- c. Acoustical treatment to include metal suspension system for acoustical tile and lay-in panel ceiling.
- d. Resilient flooring.
- e. Painting.
- f. Furring (metal).

C.38.6.9. Specialties.

- a. Metal toilet partitions
- b. Fire extinguisher cabinets
- c. Toilet accessories

C.38.6.10. Equipment. Fueling system for motor vehicles

C.38.6.11. Furnishings. Lockers

C.38.6.12. Special Construction.

- a. Pre-engineered structures
- b. Liquid storage tanks

C.38.6.13. Mechanical

- a. Insulation to include:
 - (1) Pipes
 - (2) Ducts
 - (3) Equipment
 - (4) High density inserts, insulation protective shields, clips or U-bolt support for multiple pipe hanger supports.
- b. Plumbing systems
 - (1) Waste/vent piping to include; underground soil piping, above ground soil piping.
 - (2) Interior piping rough-in to include; galvanized, black iron and copper, including drains, fittings, valves, and piping supports.

- (3) Plumbing fixtures to include flush valves, faucets, and accessories.
- (4) Cleaning and operational testing.
- c. Heating systems
 - (1) Equipment and system accessories
 - (2) Fuel oil/gas piping and supports
 - (3) System testing and balancing
- d. Air distribution systems
 - (1) Equipment and accessories.
 - (2) Duct work to include galvanized supports, dampers, louvers, diffusers, duct line support and fire dampers.
- e. Automatic temperature control systems
 - (1) Equipment and materials
 - (2) Installation of materials and equipment
 - (3) System testing
- f. Sprinkler Systems
 - (1) Equipment
 - (2) Piping and supports
 - (3) Accessories

C.38.6.14. Electrical.

- a. Exterior Electric Distribution, Aerial
 - (1) Pole setting.
 - (2) Placement of crossarms, pins, insulators, pole line hardware and conductors.
 - (3) Placement of fuse cutouts, surge arresters, reclosers, potheads, pole mounted transformers to include grounding conductors, grounding conductor testing and cable terminations.
- b. Exterior electrical distribution, underground
 - (1) Duct line excavation, placement of ducts and miscellaneous materials.
 - (2) Placement of in ground junction or pull boxes and manholes.
 - (3) Placement of duct bank concrete encasement.
 - (4) Transformer pad placement.
 - (5) Mounting of pad mounted transformers.
 - (6) Cable placement to include splicing, fire-proofing, and cable terminations.
 - (7) Grounding conductors and testing.
- c. Electrical distribution, interior
 - (1) Wiring methods to include conduit rough-in, raceway boxes, outlet boxes, panelboard cabinets, placement of conductors and conduit placement below the slab for slab-on-grade construction.
 - (2) Wiring devices, panelboards, switch-boards, and lighting fixtures.
 - (3) Motors and transformers.
 - (4) Testing.
- d. Fire Detection and Alarm System
 - (1) Wiring methods to include conduit, ground rods, detectors, control panels, power supply, door holders, audible fire alarm and annunciator panel.
 - (2) Testing.

C.38.7. Control. Contractor Quality Control is the means by which the contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction sequence and construction schedule. The controls shall include at least three phases of control to be conducted by the CQC Manager for all definable features of work, as follows:

C.38.7.1. Preparatory Phase. This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.

- b. A review of the contract plans.
- c. A check to assure that all materials and equipment have been tested, submitted, and approved.
- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to "approved" shop drawing or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for constructing the work including repetitive deficiencies.
Document construction tolerances and workmanship standards for that phase of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC Manager and shall be attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC Manager and attached to the daily QC report. The contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

C.38.7.2. Initial Phase. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of preliminary work to ensure that it is in compliance with contract requirements.
Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
Compare with sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis.
Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase.
Separate minutes of this phase shall be prepared by the CQC Manager and shall be attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site or any time acceptable specified quality standards are not being met.

C.38.7.3. Follow-up Phase. Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of work for the day or shift. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that will be affected by the deficient work. The contractor shall not build upon or conceal non-conforming work.

C.38.7.4. Additional Preparatory and Initial Phases. Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

C.38.8. Tests. Inspections and tests are for the sole benefit of the Government and shall not relieve the contractor of the responsibility of providing quality control measures to ensure that the work strictly complies with the contract requirements. No inspection or test by the Government shall be construed as constituting or implying

acceptance.

C.38.8.1. Testing Procedure. The contractor shall perform tests specified or required to verify that control measures are adequate to provide a product, which conforms to contract requirements. The contractor shall procure the services of a licensed testing laboratory. The contractor shall submit a written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used. A list of tests to be performed shall be furnished as a part of the CQC plan. The list shall give the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required. The contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Notify the KO prior to performing any test. Results of all tests taken, both passing and failing tests, will be recorded on the Quality Control report for the date taken. Subsequent testing of those materials that fail to meet specifications will be accomplished by the contractor at no cost to the Government. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract. Test results shall be signed by an Engineer registered in the state where the tests are performed.
- f. Samples used for testing shall be selected as specified for the various tests elsewhere in the specifications but in every case the method of selecting samples and the location for selection shall be as approved by the Contracting Officer.
- g. Tests shall be made in accordance with the specified testing procedures and/or methods and otherwise as required to provide compliance with all contract requirements. Tests shall be made by independent, commercial testing laboratories approved in writing by the Contracting Officer.
- h. Results of all tests shall be recorded on certified test reports of the commercial testing laboratories. Reports shall include a statement that the materials tested do or do not meet the requirements of the contract specifications. Six copies of all reports shall be forwarded directly to the Contracting Officer for approval within five calendar days of the actual performance of the test. The testing agency shall immediately notify (verbally) the Contracting Officer of any tests that indicate failure to meet the contract requirements.
- i. The contractor will provide an emergencies plan, with contractors to accomplish the repairs in the event of utility and/or communications emergencies.

C.38.8.2. Testing Laboratories. Laboratory facilities, including personnel and equipment, utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329, and be accredited by the American Association of Laboratory Accreditation (AALA), National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO), or other approved national accreditation authority. All personnel performing concrete testing shall be certified by the American Concrete Institute (ACI).

C.38.9. Completion Inspection.

C.38.9.1. Procedure for Completion Inspection. Provisions for the QC Manager to conduct completion inspections of the work and develop a “punch list” of the items that do not conform to the contract requirements. The QC Manager shall make a second completion inspection to ascertain that all “punch list” items have been corrected and so notify the government. The completion inspection and any “punch list” item corrections will be

accomplished within the time stated for completion of the work. The plan must include project completion turnover procedures. These may include:

- a. Warranty information
- b. O&M Manuals
- c. System operations and sequence verification
- d. Final system testing
- e. Instruction and training procedures
- f. Punch-out
- g. Pre-final inspection to include the government
- h. Final inspection to include the government
- i. Punch list correction and verification
- j. Turnover of extra materials and spare parts
- k. Turnover of keys
- l. Completion of as-built drawings

C.38.9.2. Punch Out Inspection. At the completion of all work or any increment thereof established by a completion time stated in the Task Order, the CQC manager shall conduct an inspection of the work and develop a "punch list" of items that do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC Manager shall make a second inspection to ascertain that all deficiencies have been corrected and notify the Government. These inspections and any deficiency corrections required by this paragraph will 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.

C.38.9.3. Pre-Final Inspection. The government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. The government pre-final inspection punch list may be developed as a result of this inspection. The CQC manager shall ensure that all items on the list have been corrected before notifying the government, so that a final inspection can be scheduled. Correct any items noted on the pre-final inspection in a timely manner.

C.38.9.4. Final Acceptance Inspection. Provide notice to the government and include contractor's assurance that all specific items previously identified to the contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection.

C.38.10. Documentation. Quality control includes the means to produce the Daily CQC report, Attachment 007. The contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, and tests including the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Material received with statement as to its acceptability and storage.
- f. Identify submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. List instructions given/received and conflicts in plans and/or specifications.

- j. Contractor's verification statement.
- k. Separate reports shall be submitted by the responsible CQC inspectors for each individual Task Order. The report shall contain a record of inspections for all work accomplished subsequent to the previous report. Separate reports for different phases of work may be submitted by the responsible CQC inspectors or the reports may be consolidated into one report if all CQC activities and results are covered and the responsible CQC inspectors are identified.
- l. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in file work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government weekly, except that reports need not be submitted for weeks in which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work. All calendar days shall be accounted for throughout the life of the contract. Reports shall be signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

The Contractor shall complete and submit for all Task Orders the Contractor Quality Control Report, Attachment 007 and the Contractor Production Report, Attachment 008 in accordance with UFGS Specification Section 01 45 00.00 20 QUALITY CONTROL. The Contractor Production Report shall be submitted to the COR electronically by 0800hrs the day after the date covered in the report.

C.38.11. Deficiency Tracking. The Contractor shall track deficiencies. Deficiencies identified by the Contractor will be identified and tracked as QC punch list items. The contractor shall maintain a current log of its QC punch list items. The government may notify the contractor with deficiencies, which shall be identified and tracked as QA punch list items. The contractor shall regularly update the corrective status of both QC and QA punch list items.

C.38.12. Notification of Noncompliance. The Contracting Officer will notify the contractor of any detected noncompliance with the foregoing requirements. The contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop work orders shall be made the subject of claim for extension of time or for excess costs or damages by the contractor.

Appendix D

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS INDEX

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1. SECURITY REQUIREMENTS

1.1. BUILDING SECURITY

1.1.1. The contractor shall be provided with access to all areas when required to perform the work. The contractor shall be responsible for any Government-owned keys, proxy cards, remote clickers, or any other access device that have been issued to him for access to facilities or areas pertinent to this contract. Keys, proxy cards, remote clickers, or any other access device provided to the contractor shall not be removed from the premises of the facilities and buildings. Keys, proxy cards, remote clickers, or any other access device provided to the contractor shall not be duplicated or issued to any individual to be retained in his possession while not physically performing duties included in the task order. Should the contractor lose a key, proxy card, remote clicker, or any other access device, the Contractor shall notify the Contracting Officer, immediately and in writing, but not later than one business day after they are aware of the loss. All lost keys, proxy cards, remote clickers, or any other access device shall be replaced at the contractor's expense. In the event that a key is lost by contractor personnel, the contractor shall replace all keys and locks in that system. A keying scheme compatible with the remaining building lock system and an equal number of keys existing in the old system shall be provided at no additional cost to the Government. This must be coordinated with the Building Key Control Officer and Base Ops Key Shop Personnel through the COR. Upon completion of the work in an area, the key(s), proxy cards, remote clickers, or any other access device to the area shall be returned immediately. Keys, proxy cards, remote clickers, or any other access device shall be returned prior to final task order payments.

1.1.2. Whenever areas are locked, contractor employees shall not permit the use of keys, in their possession, by other persons for the purpose of gaining access to such locked rooms or areas; and, likewise, contractor employees shall not open locked rooms or areas to permit entrance by persons other than the contractor's employees in the fulfillment of their duties.

1.1.3. Upon the completion of their duties, contractor personnel shall secure all utilities in unoccupied area, unless otherwise coordinated with the COR. It shall be the responsibility of contractor personnel observing open and/or unlocked windows in their respective work areas to close and secure such windows. Where difficulty is encountered in keeping areas locked or windows closed and locked, the COR shall be notified.

1.1.4. There may be areas that require all personnel entering that area to sign a sign-in/sign-out sheet. The contractor shall comply with installation policies in these areas.

1.1.5. The contractor shall provide site security (fencing, lighting, or guard service) as required by each task order. However, 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.

1.1.6. The contractor shall comply with all security regulations imposed by the installation occupying the space where work is to be performed.

Any necessary security clearances shall be obtained prior to commencement of work.

1.1.7. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

1.2. INSTALLATION AND BASE SECURITY CLEARANCE

1.2.1. Locations to be serviced by the resulting contracts include areas that are "closed" to the public, pursuant to Sec 21, Internal Security Act of 1950, 50 U.S.C. 797 and, as such, only those persons granted permission may enter. It is, therefore, required that control be exercised over contractor personnel while working on the Base. To maintain this control, a listing of all contractor personnel who will be working under the contract, must be submitted to the Contracting Officer and COR prior to the start of work under the Task Order. The preferred method of providing this list is via e-mail, to the contract administrator, unless notified otherwise. The listing shall include, but not limited to: contract number, project number, employee name, and the estimated starting and ending date of each employee. Subsequent listings of all additions or deletions will be submitted as employees hired or released.

1.2.2. During construction, the contractor shall permit base personnel access to the facilities within the work area. The contractor shall provide protection to persons and property throughout the progress of the work.

D-1.2.3. In the event of a declared National Emergency the Contracting Officer may be required to stop work on this contract for security reasons. The contractor shall ensure the Contracting Officer has a current "Off Duty" contact name and telephone number at all times to facilitate notification.

D-1.2.4. The contractor shall be responsible for compliance with all regulations and orders of the Commanding Officer of the Military Installation, respecting identification of employees, movements on installation, parking, truck entry, and all other military regulations, which may affect the work. Special requirements will be identified in the statement of work for an individual Task Order.

D-1.2.5. The work under this contract shall be performed at an operating military installation with consequent restrictions on entry and movement of nonmilitary personnel and equipment.

D-1.2.6. The military installations, Detroit Arsenal and U.S. Army Garrison - Michigan at Selfridge ANG Base, have installation specific requirements, which will be identified by the individual Task Order.

1.2.7. The Contractor shall coordinate with the installation's Visitor Control Center (VCC) to obtain an identification badge for each employee and vehicle permits. All contractor employees must wear the badge in a visible location near their chest at all times while working at the facility.

1.2.7.1. Detroit Arsenal VCC. The VCC can be contacted at 586.282.5757. The VCC is located between Van Dyke and Mound Roads, on the North side of

Eleven Mile Road in City of Warren, Macomb County, Michigan. Turn into the Main Gate of the Detroit Arsenal and the VCC is immediately to the right in Building 232. The VCC is open Monday through Friday, 7:00 A.M. - 2:00 P.M. Eastern Standard Time (EST), except Holidays. If a contractor requires entry before 7:00 A.M. or after 2:00 P.M., EST a temporary badge can be obtained at the Main Guard house, located to the north of Building 232. A contractor can gain access to the Main Guard house by staying in the far right lane when entering the Main Gate on Eleven Mile Road.

1.3. Security conditions for release of plans and drawings:

1.3.1. Released U.S. Government (USG) information is to be used for the purpose of this contract only and will not be released to third parties without approval from US Army Garrison - Detroit Arsenal. Upon project completion, this information is to be destroyed.

1.3.2. No reproduction of released USG information is authorized for other than the contract's legitimate purpose.

1.3.3. Access to this information is to be controlled as UNCLASSIFIED/FOR OFFICIAL USE ONLY and shall not be available for distribution under the Freedom of Information Act (FOIA).

1.3.4. Information that is provided to the contractors & A/E's from the USG will be returned to the USG when no longer needed, or at the end of the contract. Under special provisions the USG may authorize the contractor to destroy the information by shredding (paper) or degaussing (magnetic media) to make unreadable and unrecoverable. Confirmation of destruction will be provided to the USG.

1.3.5. All information and drawings provided shall not be posted on any internet web site.

1.3.6. The responsible USG POC for coordination of release and return of USG engineering drawings and information at the Detroit Arsenal is the DPW Engineering Services Division CAD Technician. Coordination of release and return of USG engineering drawings shall be through the COR.

1.4. Required Security Training. AT Level I Training. This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 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 seven calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <https://atlevell.dtic.mil/at>.

1.4.1. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language text required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness

training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

1.4.2. iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH 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 30 calendar days of contract award and within YY calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

1.4.3. For Contracts that Require OPSEC Training. Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of their reporting for duty. All contractor employees must complete annual OPSEC awareness training.

1.4.4. For Contracts That Require Handling or Access to Classified Information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with- (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

2.0 IDENTIFICATION OF VEHICLES AND PERSONNEL

2.1. Vehicles: Highway vehicles owned or leased by contractors shall be furnished with identifying markings reflecting minimally, the contractor's name, home city, and local phone number. Personal vehicles must be registered with the installation (if applicable).

2.2. Personnel: The contractor's workmen shall have legal identification (picture ID) on them at all times while working on Government projects.

2.3. The contractor shall be responsible for furnishing an identification badge to each employee prior to the employees work on-site and for requiring each employee engaged on the work to display the badge in a visible location near their chest at all times while working at the facility.

2.4. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of the employee.

2.5. When required by the Contracting Officer, the contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

3. UNAUTHORIZED PERSONNEL

3.1. The contractor shall inform all personnel working under his jurisdiction

(including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area excluding, direct haul and access routes, contracting and engineering offices and point of supply and storage is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above may be apprehended and turned over to the appropriate authorities

4. INSTALLATION REGULATIONS:

4.1. The contractor, his employees, and subcontractors shall become familiar with and obey the regulations of the installation including fire, traffic, safety and security regulations while on the military installation. Those driving motor vehicles shall observe and obey all speed limits posted throughout the installation. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and subcontractors shall carry proper personal identification with them at all times.

4.2. Contractor's equipment shall be conspicuously marked for identification and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic.

5. WORK SCHEDULING

5.1. Unless otherwise indicated by special project phasing instructions, the contractor shall be prepared to pursue the contracted work during the Contract Normal Working period of 7:30 a.m. to 4:00 p.m., Monday through Friday, exclusive of recognized Federal Holidays outlined hereunder, and the Friday after Thanksgiving. Also, If a Federal Holiday falls on a Saturday, the DTA Base will be closed on the Friday before, and if a Federal Holiday falls on a Sunday, the DTA Base will be closed on the following Monday. If the 4th of July Holiday falls on a Thursday, the Detroit Arsenal Base will be closed on the Friday after. The contract employees will not be allowed to work during Federal holidays, which are:

New Year's Day - 1 January
Martin Luther King JR's Birthday - 3rd Monday in January
President's Day - 3rd
Monday in February Memorial
Day - Last Monday in May
Independence Day - 4 July
Labor Day - 1st Monday in
September Columbus Day -
2nd Monday in October
Veteran's Day - 11
November
Thanksgiving Day - 4th Thursday in November
Christmas Day - 25 December

5.2. If the contractor determines that work is required prior to or after normal working hours, then the contractor shall submit a written request to the Contracting Officer or their designee for approval, no later than 72 hours prior to the work to be performed. For any request submitted late, approval will be at the discretion of the Contracting Officer or their designee. All weekend requests shall be submitted to the Contracting Officer or their designee for approval no later than 72 hours prior to the

weekend work that is to be performed. Should the contractor be required to perform work during other than normal hours, including Saturday, Sundays and Government Legal Holidays, due to contractor and subcontractor delay, in order to maintain contract completion dates, the Government shall not be held liable for additional costs.

5.3. The installation buildings are places of employment for the Government employees and are occupied by the Government employees during the Government employees' working hours. All machines, equipment and activities that emit toxic, hazardous and offensive fumes, odors, vapors, chemicals, smells, that are offensive and impact the Government employees and that generate noise that also adversely impacts the Government employees, shall not be allowed during those Government employee's working hours and shall be carried out at the Government non-work hours.

5.4. All toxic, hazardous and offensive fumes, odors, vapors, chemicals, smells, that are offensive and impact the Government employees MUST be removed and dissipated from the buildings prior to daily occupancy of the buildings at 6:00 A.M. Eastern Standard Time (EST) and the buildings shall be free and fully be meeting safety & health provisions and provide a functional place of employment. The Government employees working hours are

6:00 AM to 6:00 PM EST, Monday through Friday, (all other working week day hours are considered Government non-work hours). Offensive painting operations and other contractual tasks that emit fumes, odors, chemicals that are offensive and impact the Government employees shall be carried out at Government non-work hours.

5.5. If there are fumes, odors, vapors, chemicals still being emitted during the Government employees working hours, then the contractor shall provide means and methods to ventilate the areas and assure a safe working environment for the Government employees.

5.6. Prior to commencing work on the job initially, resumption of work after prolonged interruption (seven calendar days or more), commencement of any warranty work, and upon completion of warranty work the contractor must notify the Contracting Officer and COR. When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the COR is sufficient. Notification should be accomplished sufficiently in advance to allow scheduling of inspection forces. The above precautions are to ensure construction inspection and recording of work proceedings.

6. SAFETY/ACCIDENT REPORTING:

6.1. Accident prevention and safety practices on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned.

6.2. Safety Plan. Within 30 calendar days of award of the MA IDIQ contract, the contractor shall furnish to the Contracting Officer a Company/Corporate Safety Plan. Prior to mobilization of a Task Order, the contractor shall furnish, as a submittal, their site-specific safety plan. Furthermore, the contractor shall brief all employees on proper safety procedures and accident reporting. The contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the contractor's project manager of potential or existing occupational health hazards that require attention. The contractor shall designate a person on his staff to manage the contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer and COR on matters of job safety, and shall be responsible for ensuring the health and safety of onsite personnel.

6.3. Compliance with Regulations. All work shall comply with applicable Army, state, and Federal safety and health requirements. The contractor shall comply with the requirements of OSHA (Occupational Safety and Health Association), MIOSHA (Michigan Occupational Safety and Health Association), U.S. Army Safety Program (AR 385-10), the Installation Safety Program (TACOM Supplement 385-10), and the U.S. Army Corps of Engineers Safety Manual EM-385-1. Where there is a conflict between applicable regulations, the most stringent shall apply.

6.4. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos;

and/or disposal and removal of asbestos, shall also comply with the requirement of 40 CFR, Part 61 Subpart (The National Emission Standard for Asbestos) (ETL 1110-1-118 and DA Circular 40-83-4).

6.5. Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government will not be held liable for any action on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.

6.6. Inspections, Tests, and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the contractor's expense. Testing shall be performed by qualified personnel whose qualifications are provided and approved prior to the performance of the test. Testing shall be performed in the presence of the COR.

6.6.1. Equipment shall be commissioned and tested by the manufacturer's qualified representative following their specifications.

6.6.2. Testing reports shall be on prescribed forms specifically for the particular test that is being performed. All information shall be legible. The form shall be signed and dated by the tester and the performing company identified. Test results shall be clearly identified and compared to required results.

6.7. Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with applicable regulations.

6.8. Traffic Control Devices. The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administrations "Manual on Uniform Traffic Control Devices (D6. -1978) to ensure proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades, flagmen and other traffic control devices and signs.

6.9. Accident Notification/Report. In the event of a work-related OSHA recordable accident, the contractor shall immediately notify the Contracting Officer and shall prepare a Report of Accident (DA Form 285 or equivalent) in quadruplicate and forward the original hard copy and one electronic copy to the Contracting Officer for forwarding to the TACOM Safety Office. The contractor shall maintain an accident file for the life of the contract to include all accident reports. In the event of a work-related incident resulting in death or the in-patient hospitalization of three or more employees the contractor shall immediately notify the Contracting Officer who will notify the TACOM Safety Office. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the respective Safety Office.

6.10. Confined Spaces. All confined spaces located on the installation shall be considered permit-required confined spaces. Before any work commences in a confined space the contractor shall provide a copy of their written Confined Space Program and training certificates/documentation for

all employees working in the confined space to the TACOM Safety Office. The contractor shall notify both the TACOM Safety Office and the Detroit Arsenal Fire Department prior to entering the confined space each day. Once work commences for the day the contractor shall notify the Detroit Arsenal Fire Department and submit a copy of the closed out Confined Space Permit to the TACOM Safety Office.

6.11. Excavation and Trenching. The contractor shall follow 29 CFR 1926 Subpart P or the MIOSHA equivalent and the U.S. Army Corps of Engineers Safety Manual EM-385-1 Section 25 when performing an excavation or trenching operation. Excavations five feet or more in depth shall have a protective system (i.e., sloping, benching, support system, shield system, etc.) to protect employees from cave-in. Excavated materials shall be kept at least two feet from the edge of excavations. A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are four feet or more in depth as to require no more than 25 feet of lateral travel for employees. The contractor shall not allow employees to work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazard. If the stability of adjacent structures is endangered by excavation operations then the contractor shall use a support system for the protection of employees. See Section D.10 for further information regarding excavation and permits.

6.12. Scaffolds. The contractor shall follow 29 CFR 1926 Subpart L or the MIOSHA equivalent and the U.S. Army Corps of Engineers Safety Manual EM-385-1 Section 22 while using scaffolds. Scaffolds shall be designed by a qualified person and shall be constructed and loaded in accordance with that design.

6.13. Material Safety Data Sheet. The contractor shall submit a Material Safety Data Sheet (MSDS) for all hazardous materials to the COR and have a MSDS for all hazardous materials readily available for the entire duration of the project. When the contractor is working in buildings that are occupied by Government personnel, the contractor must provide a MSDS for all hazardous materials to the COR before they begin the work. See Section 17 for further information regarding MSDS and related hazardous material usage.

6.14. Site Visits. The TACOM Safety Office may conduct site visits announced or unannounced. If the contractor is found to be performing activities that are immediately dangerous to life or health of government or contract employees the TACOM Safety Office will immediately suspend the contractor's operations until the situation is corrected. This type of situation is most likely to arise during excavation or confined space operations.

6.15. Personal Protective Equipment. The contractor shall follow EM 385-1-1. The contractor (and all sub- contractors) shall wear proper personal protective equipment at all times while working in construction areas, to include eye, ear, foot, and head protection and high visible vest while working near or around traffic.

7. MAINTENANCE OF TRAFFIC AND SAFETY

7.1. Where possible, the contractor and his work shall not interfere

with the normal operations of traffic, particularly emergency vehicles and equipment. The contractor is responsible for safety on the project site.

7.2. The contractor shall use only established haul routes. When materials are transported in prosecution of the work, vehicles shall not be loaded beyond the loading limit established by Federal, state or local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the contractor.

7.3. With respect to his own operations, and those of all his subcontractors, the contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the base.

7.4. The contractor shall furnish, erect, and maintain weighted barricades, warning signs, and other traffic control devices as required maintaining traffic flow and insuring safety and the contractor's equipment. The contractor shall make his own estimate of all labor, materials, equipment, and coincidental necessary for providing the maintenance of vehicular traffic.

7.5. Steam Tunnel Concrete Covers. The contractor shall not walk, drive, or store equipment on steam tunnel concrete covers. Contractor shall be responsible for damages caused from neglecting this requirement.

8. SMOKING POLICY

8.1. Contractors shall follow the smoking policy as set forth with DoD and DTA regulatory guidance. Contractors shall follow the following guidance:

- a. Smoking is prohibited in all workplaces and all community facilities to include offices, any work areas, recreation facilities, retail stores, common areas, military vehicles, aircraft and in all government owned or leased buildings, vehicles, vans and buses.
- b. This policy applies to all tobacco products to include, cigarettes, pipes, electronic cigarettes, cigars and chewing tobacco.
- c. Smoking is only authorized within 10 feet of designated smoking areas or inside of personally owned vehicles. Smoking areas will be identified by a shelter or cigarette butt receptacle. Smoking is not allowed in any common areas such as walkways or parking lots.
- d. Disposal of cigarette butts, matches, and any other smoking-related debris on the grass, sidewalks, parking lots, or in unauthorized containers is prohibited.

9. SPECIAL CONDITIONS

9.1. Any contractor equipment that causes or generates electro-magnetic disturbances or interference shall be removed from service until properly repaired. The Contracting Officer may also require repositioning or removal

of the equipment from the base.

9.2. The contractor shall be responsible for the coordination of his work with base communications personnel, who may be working in the area and making them aware of proposed work that may affect the work of their particular trade in process of performance.

10. EXCAVATING PERMIT

10.1. The contractor is required to secure an excavating permit before proceeding with any exterior on-site excavating or digging. The U.S. Army Garrison - Detroit Arsenal and Selfridge permit must be signed and a site inspection will be conducted (pre-dig meeting) prior to approval. A copy of the current excavation permit and excavation permit process can be obtained from the COR upon request. The DTA permit must be signed by the DPW, Chief of Engineering Services Division. The contractor must make provisions to accommodate delays that may arise due to the permit acquisition process. The USAG-DTA DPW, Chief of Engineering Services Division must have 14 calendar days notice from the contractor prior to permit being approved.

10.2. The contractor shall comply with Public Act 53 effective April 1 1975 as amended on December 21, 1989 by House Bill No. 5085. The contractor shall notify MISS DIG and the utility owners three full working days (excluding Saturdays, Sundays, and holidays) before any excavation, tunneling, drilling, boring, or demolition work begins. The contractor shall notify and call MISS DIG at 1-800- 482-7171, and coordinate his work accordingly. .

10.3. The contractor shall comply with all requirements and conditions of the USAG-DTA excavation permit. The contractor is responsible for locating all utilities. The contractor shall field verify the location of the existing installation utilities in the contract work areas. The contractor shall hire a proficient subcontractor to locate the above utilities within excavation, boring, tunneling area. Suggested methods include the "Underground Radar Penetration" and exploratory trenches and pits to determine underground utility locations.

10.4. Facility Base Operations personnel may field locate utilities for the contractor, but this is done only as a courtesy utility identification. The contractor shall be responsible for protecting utility identification.

11. COMMERCIALY OWNED/OPERATED RADIATION EMITTING SOURCES/EQUIPMENT/DEVICES USED ON GOVERNMENT PROPERTY

11.1. When using radiation sources/equipment/devices for soil compaction tests or stress/support studies for detection of structural/weld defects in structural framing, pressurized pipe, vessels, etc., the operator shall comply with the following requirements:

- a. Prior to bringing the radiation generator on to the U.S. Army Garrison locations, the contractor shall provide the Contracting Officer with the following information/documentation, as a submittal at least 30 calendar days before the starting date of the permit, for review and approval, and issuance of an Army Radiation Permit by

the TACOM LCMC Safety Office:

1. A letter applying for an Army Radiation Permit with Supporting Documentation.
 2. A copy of the Nuclear Regulatory Commission (NRC) License, that permits use or storage of radioactive sources/equipment/devices at Army Installations. If an Agreement State License is provided, then documentation must be provided to show the license is valid on Federal Property. This includes NRC Form 241, Report of Proposed Activities in Non-Agreement States, with the NRC in accordance with 10 CFR 150. If exempt from NRC licensing or under general licensing, proof of exemption or general licensing must be provided. For NARM and machine produced radiation, the contractor must provide appropriate state authorization that allows the contractor to use the radiation emitting sources/equipment/devices. The licensing must show operational use conditions/restrictions with expiration date.
 3. The documentation must specify the start and stop dates for the Army Radiation Permit and describe what purposes the applicant needs the Army Radiation Permit (Proposed Work Statement).
 4. A current list of trained and qualified employees that will be using the radiation emitting sources/equipment/devices and their training.
 5. The name of the contractor Radiation Safety Officer (RSO) and emergency contact telephone number.
 6. Operating instruction(s)/technical order(s) for the equipment that contains the radioactive source. Indication of whether the sources/equipment/devices are to be stored on-site overnight and how it is to be stored. How the sources/equipment/devices will be stored during lunch hour and breaks.
 7. Designated storage location of the radioactive source if it remains overnight.
 8. Proposed marking of the storage location if it exceeds 2mR/hr as measured at the surface of the storage container.
 9. A copy of the company Radiation Safety Program.
 10. Emergency Response Plan in case of an emergency for a lost or damaged source/equipment/device and/or over exposure incident/injury.
 11. Provide the portion of their contract that identifies the location(s) of where the source will be used, for how long, and for what type use.
 12. Current leak tests on radiation sources/equipment/devices.
- b. The COR will obtain approval from the proper office having jurisdiction (TACOM Safety Office).

After approval is received for use of the specific radiation generator, the contractor shall:

1. Meet proper Department of Transportation (DOT) and NRC shipping criteria to include properly filled out shipping manifest(s), container marking/labels, and placards on the vehicle as needed when transporting the source/equipment/device onto and around base/installation. The documents shall also allow the removal of the source/equipment/device from the base/installation. The source and the activity shall dictate which DOT and NRC regulations and CFR's are applicable. These include, 10 CFR for the permit and operation; 29 CFR for occupational safety and health activities when using the instrument/equipment/device, 40 CFR for environmental protection activities, 49 CFR for transporting the instrument, and 10 CFR if the source is lost or stolen.
 2. Limit authorized use of radioluminescent signs and markers to areas with low occupancy and where electrical power is not available except at prohibitive cost.
- c. The contractor shall not:
1. Buy radioactive materials or accept radioactive materials into the Army inventory without approval from the TACOM LCMC Safety Office.
 2. Buy or use radium without TACOM LCMC Safety Office approval.
 3. Buy radioluminescent signs and markers only upon approval of the TACOM LCMC Safety Office.
- d. Non-ionizing radiation (laser equipment). The contractor shall provide documentation committing to and supporting the below:
1. Only qualified and trained employees shall be assigned to install, adjust, and operate laser equipment.
 2. Proof of qualification of the laser equipment operator shall be available and shall be in possession of the operator at all times.
 3. Employees, when working in areas in which a potential exposure to direct or reflected laser light greater than 0.005 watts (5 milliwatts) exists, shall be provided with the following anti-laser eye protection devices:
 - (A). Employees whose occupation or assignment requires exposure to laser beams shall be furnished suitable laser safety goggles which will protect for the specific wavelength of the laser and be of optical density (O.D.) adequate for the energy involved. Table E-3 lists the maximum power or energy density for which adequate protection is afforded by glasses of optical densities from five to eight.

TABLE E-3

SELECTING LASER SAFETY GLASS

Intensity, Attenuation CW Maximum Power Density	Attenuat	
	Optical Density	Attenuation
10^{-7}	5	10^5
10^{-6}	6	10^6
1.	7	10^7
10.	8	10^8

Output levels falling between lines in this table shall require the higher optical density.

(B) All protective goggles shall bear a label

identifying the following data:

(i) Laser wavelengths for which use is intended.

(ii) Optical density of those wavelengths.

(iii) Visible light transmission.

4. Areas in which lasers are used shall be posted with standard laser warning placards.

5. Beam shutters or caps shall be utilized, or the laser shall be turned off, when laser transmission is not actually required. When the laser is left unattended for a substantial period of time, such as during lunch hour, overnight, or at change of shifts, the laser shall be turned off.

6. Only mechanical or electronic means shall be used as a detector for guiding the internal alignment of the laser.

7. The laser beam shall not be directed at employees.

8. When it is raining or snowing, or when there is dust or fog in the air, the operation of laser systems shall be prohibited where practicable. In any event, employees shall be kept out of range of the area of source and target during such weather conditions.

9. Laser equipment shall bear a label to indicate maximum output.

10. Employees shall not be exposed to light

intensities above any of the following: (A). Direct

staring: 1 micro-watt per square centimeter.

(B). Incidental observing: 1 milliwatt per square centimeter. (C). Diffused reflected light: 2 1/2 watts per square centimeter.

11. Laser unit in operation shall be set up above the heads of the employees, when possible.

12. Employees shall not be exposed to microwave power densities in excess of ten milliwatts per square centimeter.

e. The Installation/Base RSO or his representative reserves the right to inspect work sites and terminate/suspend any operation involving a radiation emitting source deemed to be unsafe IAW applicable laws, rules, and Federal regulations.

f. Disposal of radiation emitting sources/equipment/devices by contractors on Army property is prohibited.

12. AFFIRMATIVE PROCUREMENT

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

12.1. GENERAL

12.1.1. GREEN PROCUREMENT & POLLUTION PREVENTION

Green Procurement is a mandatory component of the Army pollution prevention program. The goal of the U. S. Army Garrison Detroit Arsenal for Green Procurement: "100% of all products purchased each year in each of U.S. EPA's 'Guideline Item' categories shall contain recovered materials meeting U.S. EPA's Guideline Criteria." This document contains guidelines for implementing the RCRA, EO, DoD, and Army requirements.

12.1.2. Green Procurement is part of the Federal Government's program to promote recycling and the use of recycled material. The requirements are defined in Executive Order 13423.

Applicability:

1. Applies to Federal agencies including USAG - DTATA and to persons/companies contracting with Federal agencies with respect to work performed as part of these contracts.
2. Applies to all procurement or purchasing actions using Federal funds; such actions include:
 - a. Purchases made directly by USAG - DTA.
 - b. Purchases made directly by the Contractor in support of work being performed for
USAG - DTA.

12.1.2. The use of EPA designated items is required during performance of this contract. The EPA issued the Comprehensive Procurement Guidelines (CPGs) that have established the mandatory procurement by federal agencies of 58 items produced with recovered materials. The EPA has also issued Recovered Material Advisor Notices (RMANS) to accompany the CPGs and provide detailed information on the designated items. The number of items designated by the EPA may change during the contract period. The contractor must use all newly designated items. The use of these items is mandatory for all actions on the USAG - DTA unless one of the following exemptions applies.

12.1.3. The contractor must follow the USAG - DTA Green Procurement Plan in order to obtain a waiver to not use one of the EPA designated items. The Resource Recovery and Conservation Act (RCRA) provides the following exemptions from the requirement to purchase EPA-designated items:

1. The product is not available within a reasonable period of time.
2. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the procuring agency.
3. The product is not available at a reasonable price. For USAG - DTA purposes, "unreasonable price" is defined as follows: If the price of the recycled-content product exceeds the cost of a non-recycled item, then the price is considered unreasonable.

12.1.4. The EPA "List of Available Construction Products Composed of Recovered Materials" and their suppliers can be obtained at:

<http://www.epa.gov/cpg/products.htm>. A list of recycled content requirements can be found at https://usagmi.army.mil/sites/directorates/green_procurement_chart.doc

12.1.5. The Contractor will evaluate the reasonable availability, reasonable performance standards, and price of EPA "Available Construction Products Composed of Recovered Materials" as compared to virgin materials that will be used on the construction project. The Contractor will consult with and report to the COR on the choice of materials selected.

12.1.6. A "Green" waiver from the requirement to use recovered materials will be determined by the Contracting Officer in consultation with the USAG - DTA Environmental Management Division. As new items are added to the CPG list, the Contractor must use these new items or obtain a "Green" waiver. The Contractor must provide to the COR a list of all recovered materials used in conjunction with the project at the end of the contract period.

12.2. AUTHORITY AND REFERENCES

- A. The Resource Conservation and Recovery Act (RCRA), Section 6002 (42 U.S.C. 6962)
- B. Executive Order (EO) 13101, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition
- C. Title 40, Code of Federal Regulations (CFR), Part 247, Comprehensive Procurement Guideline for Products containing Recovered Material
- D. Federal Acquisition Regulations (FAR)
- E. Section 9002 of the Farm Security and Rural Investment Act of 2002

12.3. SUBMITTALS

12.3.1. The contractor shall provide all submittals in accordance with UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*. The contractor shall follow all procedures specified in UFGS Specification Section

01 33 00, *SUBMITTAL PROCEDURES*.

12.4. DEFINITIONS 3 GREEN PROCUREMENT TERMINOLOGY

12.4.1. Affirmative Procurement Program (APP) - a program assuring guideline items composed of recovered materials will be purchased to the maximum extent practicable, consistent with Federal law and procurement regulations.

12.4.2. Bio-based Product - A commercial or industrial product (other than food or feed) that utilizes biological products or renewable domestic agricultural (plant, animal, and marine) or forestry materials. The USDA maintains the official bio-based products list
<http://www.dm.usda.gov/procurement/programs/biopREFERRED.htm>.

12.4.3. Certification - provided by offerors/bidders/vendors, is written documentation certifying the percentage of recovered materials contained in products or to be used in the performance of the contract is at least the amount required by applicable specifications or other contractual requirements. Certification on multi-component or multi-material products should verify the percentage of post-consumer waste and recycled material contained in the major constituents of the product.

12.4.4. Comprehensive Procurement Guideline (CPG), EPA designated items that must contain recycled content when purchased by Federal, state, and local agencies, or by Government contractors using appropriated Federal funds. Under EO 13101, EPA is required to update the CPG every 2 years with new recovered content products. Visit
<http://www.epa.gov/cpg/index.htm>.

12.4.5. Designated Products are products that are or can be made from recovered materials that have been designated in the CPG through EPA's formal rule making process (also referred to as "designated items"). EPA maintains the designated products list at
<http://www.epa.gov/cpg/products.htm>.

12.4.6. Environmentally Preferable - products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

12.4.7. Executive Order 13101 entitled "Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition". EO 13101 was signed on September 14, 1998. This Order replaces EO 12873 and reinforces the Federal Government's buy-recycled efforts.

12.4.8. Executive Order 13148 entitled "Greening the Government Through Leadership In Environmental Management". EO 13148 was signed on 22 April 2000. This Executive Order integrates environmental accountability into policy, mission, operations, and management to include long-term planning and day-to-day decision making and replaces EO 12856.

12.4.9. Federal Agency means any department, agency, or other

instrumentality of the Federal Government, any independent agency or establishment of the Federal Government including a government corporation, and the Government Printing Office. Military departments, as defined in 5 U.S.C. 102, are covered under the auspices of the Department of Defense. Green Procurement is the purchasing of environmental preferable products and services in accordance with one or more of the established Federal "green" procurement preference programs.

12.4.10. Material Specification means a specification that stipulates the use of certain materials to meet the necessary performance requirements.

12.4.11. Minimum Content Standard - the minimum recovered material content specifications set to assure the recovered material content required is the maximum available without jeopardizing the intended item use or violating the limitations of the minimum content standards set forth by EPA's guidelines.

12.4.12. Performance Specification - a specification stating the desired product operation or function but not specifying its construction materials.

12.4.13. Pre-consumer Materials are generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings. Preconsumer materials are also known as post-manufactured materials. EPA does not consider preconsumer materials as recovered materials.

12.4.14. Post-consumer Material or Waste - a material, finished product, or waste that has served its intended end use and has been diverted or recovered from waste destined for disposal. "Post-consumer material" is a part of the broader category of "recovered materials".

12.4.15. Post-manufactured means waste material and byproducts which have been recovered or diverted from solid waste but are byproducts which are commonly reused within an original manufacturing process, such as scrap and trimmings/cuttings. Post-manufactured materials are also known as pre-consumer materials. EPA does not consider post-manufactured materials as recovered materials.

12.4.16. Recovered Material - waste materials and by-products recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process. "Post-manufactured" materials are not recovered materials.

12.4.17. Recovered Materials Advisory Notices (RMANs) provide purchasing guidance and recovered and post consumer material content levels for designated items. RMAN recommendations are guidance and therefore are not codified in the Code of Federal Regulations. Department of Defense policy requires meeting or exceeding the RMANs.

12.4.18. Solid Waste - garbage, refuse, sludge, and other discarded non-hazardous solid materials, including those from industrial, commercial, and agricultural operations, and from community activities. The general components of solid wastes are: municipal solid waste (MSW), construction and demolition debris (C&D), and non-hazardous industrial waste.

12.4.19. Unreasonable Price - is the cost of a recycled item exceeding the cost of a non-recycled item. 12.5. REGULATORY

BACKGROUND

12.5. 1 Section 6002 of RCRA requires federal agencies to give preference in the acquisition process to products and practices that conserve and protect natural resources and the environment. EO 12873 requires Federal agencies to expand waste prevention and recycling programs, implement affirmative procurement programs for the United States Environmental Protection Agency (EPA), designated items, and procure other environmentally preferable products and services. The stated purpose of the Affirmative Procurement Program is to stimulate the market for recovered materials. As a result of EO 12873, the EPA issued the Comprehensive Procurement Guidelines (CPG's) that have established the mandatory procurement by Federal agencies of 36 items produced with recovered materials. The EPA has also issued Recovered Material Advisor Notices (RMANs) to accompany the CPGs and provide detailed information on the designated items. Please direct all questions regarding the plan to the Contracting Officer for forwarding to the DPW Environmental Division.

12.6. EXEMPTIONS

12.6.1. EPA Recommendations. The U.S. EPA recommends minimum recycled content levels are mandatory for procurements of those items listed in the AFFIRMATIVE PROCUREMENT REPORTING FORM, unless one of the following exemptions applies. RCRA provides the following exemptions from the requirement to purchase EPA-designated items:

1. The product is not available from a sufficient number of sources to maintain a satisfactory level of competition (i.e., available from two or more sources).
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the procuring agency.
4. The product is not available at a reasonable price. For Army purposes, "unreasonable price" is defined as follows: If the price of the recycled-content product exceeds the cost of a non-recycled item, then the price is considered unreasonable.

12.7. CONTRACTOR RESPONSIBILITY. The contractor is responsible for completion of the form with respect to the work and products being provided. The Prime contractor is responsible for insuring that all subcontractors comply with this order. Each contractor shall provide written documentation to support his/her decision not to acquire items meeting the minimum content levels. This documentation shall be forwarded to the Contracting Officer for review and approval. In the event the documentation fails to support the contractor's findings, the Contracting Officer shall return the documentation to the contractor citing the reason(s) for disapproval. The contractor shall resubmit and address the deficiencies. The contractor is cautioned not to proceed with acquiring non-compliant materials until the Contracting Officer's approval is received.

12.8. U.S. EPA DESIGNATED ITEMS. The 54 U.S. EPA-designated items are listed below. Not all of these materials may be required in the construction of this project. Please refer to the drawings and specifications. The attached AFFIRMATIVE PROCUREMENT REPORTING FORM shall be used to demonstrate compliance with the stated procurement requirements. The contractor is required to refer to the most recent list of EPA-designated items.

a. PAPER PRODUCTS

1. All paper and paper products, excluding building

and construction paper grades. b. VEHICULAR PRODUCTS

2. Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils but excluding marine and aviation oils.
3. Tires, excluding airplane tires.
4. Reclaimed engine coolants, excluding coolants used

in non-vehicular applications c. CONSTRUCTION PRODUCTS

5. Building insulation products.
6. Structural fiberboard products for applications other than building insulation.
7. Laminated paperboard products for applications other than building insulation.
8. Cement and concrete, including products such as pipe and block, containing fly ash.
9. Cement and concrete, including concrete products such as pipe and block, containing ground- granulated blast furnace (GGBF) slag.
10. Carpet made of polyester fiber for use in low- and medium-wear applications.
11. Floor tiles containing recovered rubber or plastic.
12. Patio blocks containing recovered rubber or plastic.
13. Shower and restroom dividers/partitions containing recovered steel or plastic.
14. Reprocessed and consolidated latex paint for specific uses.
15. Carpet cushion.
16. Flowable fill.
17. Railroad grade crossing surfaces.

d. TRANSPORTATION PRODUCTS

18. Traffic barricades used in controlling or restricting vehicular traffic.
19. Traffic cones used in controlling or restricting vehicular traffic.
20. Parking stops.
21. Channelizers used as temporary traffic control devices.
22. Delineators used as temporary traffic control devices.
23. Flexible delineators used as temporary

traffic control devices. e. PARK AND

RECREATION PRODUCTS

- 24. Playground surfaces containing recovered rubber or plastic.
- 25. Running tracks containing recovered rubber or plastic.
- 26. Plastic fencing.
- 27. Park benches and picnic tables.
- 28. Playground equipment.

f. LANDSCAPING PRODUCTS

- 29. Hydraulic mulch products containing recovered paper or recovered wood.
- 30. Compost made from yard trimmings, leaves, and/or grass clippings.
- 31. Garden and soaker hoses containing recovered rubber or plastic.
- 32. Lawn and garden edging containing recovered rubber or plastic.
- 33. Food waste compost.
- 34. Plastic lumber landscaping timbers and posts.

g. NON-PAPER OFFICE PRODUCTS

- 35. Office recycling containers.
- 36. Office waste receptacles.
- 37. Plastic desktop accessories.
- 38. Toner cartridges.
- 39. Binders.
- 40. Plastic trash bags.
- 41. Printer ribbons (re-inked ribbons or re-inking equipment/service for ribbons).
- 42. Plastic envelopes.
- 43. Solid plastic binders.
- 44. Plastic clipboards.
- 45. Plastic file folders.
- 46. Plastic clip portfolios.
- 47. Plastic presentation folders.

h. MISCELLANEOUS PRODUCTS

- 48. Pallets
- 49. Sorbents.
- 50. Industrial drums.
- 51. Awards and plaques.
- 52. Mats.
- 53. Signage, including sign supports and posts.
- 54. Manual-grade strapping.

12.9. The intent of this section is to increase the awareness of all contractors as to the availability of products manufactured from, or that contain recycled materials, thereby increasing the use of these products in the construction of this project. The various sections of the specifications contain references to products to be used in the construction of this project. The listed product may or may not be manufactured from or contain recycled materials. Therefore, all

contractors, subcontractors, equipment suppliers, and material suppliers are responsible for compliance with this specification. Recycled products shall be used wherever possible subject to the exemptions as per the paragraph entitled EXEMPTIONS. Substitution of recycled materials or recycled products for specified products are subject to the provisions of the paragraph entitled 1.8 Exemptions.

12.10. RECYCLED OR RECOVERED PRODUCTS. All construction materials to be used in this project, unless on existing exemption list, are to be identified on the form at the end of this section.

12.11. GREEN PROCUREMENT PROGRAM WEBSITES:

Select Sources of Supply for Environmentally Preferable Products and Services

GSA: <http://www.gsa.gov/environ>

DLA: <http://www.dscr.dla.mil/catalogs/catalog.htm>

Energy Star[®]: <http://www.energystar.gov/> (note: Energy Star[®] does not sell products, but provides a list of manufacturers and their certified products)

JWOD: <http://www.nib.org/JWOD%20Catalog/index.html>

UNICOR: www.unicor.gov/about/erecycle.htm

FEMP: http://oahu.lbl.gov/cgi-bin/search_data.pl

Determining EPP Attributes for Specific Purchase Types

For paints, carpet, office supplies, cleaners and particle board purchases:

<http://www.greenseal.org/recommendations.htm>

For cleaners: <http://www.epa.gov/opptintr/epp/cleaners/select/>

For construction projects:

<http://www.epa.gov/opptintr/epp/tools/bees.htm>

GPP Compliant Product Listings

CPG: <http://www.epa.gov/cpg/products.htm> and Comprehensive Procurement Guidelines Chart

Biobased: <http://www.biobased.oce.usda.gov/public/index.cfm>

FEMP: <http://oahu.lbl.gov> Energy Star:

http://www.energystar.gov/index.cfm?fuseaction=find_a_product.

Alternatives to Ozone-Depleting Substances:

<http://www.epa.gov/ozone/snap/lists/index.html>

Resources for EPP Product Selection

EPA Database of Environmentally Preferable Products and Services:

<http://yosemite1.epa.gov/oppt/eppstand2.nsf>

13 SOLID WASTE MANAGEMENT

As required by the individual task order, a waste management plan shall be submitted within 15 days after award of a delivery order and prior to initiating any site preparation work.

The plan shall include the following:

a. Name of individuals on the Contractor's staff responsible for waste prevention and management.

- b. Actions that will be taken to reduce solid waste generation.
- c. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas and equipment to be used for processing, sorting, and temporary storage of wastes.
- d. Characterization, including estimated types and quantities, of the waste to be generated.
- e. Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.
- f. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and organizations that accept used materials such as materials exchange networks and Habitat for Humanity.
- g. List of specific waste materials that will be salvaged for resale, salvaged and reused, or recycled. Recycling facilities that will be used shall be identified. Include expenses for the removal and disposal of building materials through demolition, recovery, reuse and recycling techniques that will not otherwise be offset by revenue, savings, or cost avoidance within the contract.
- h. Identification of materials that cannot be recycled/reused with an explanation or justification.

By the 15th of each month the contractor shall provide the following information to Contracting Officers Representative:

- a. Quantity of waste generated in cubic yards or tons;
- b. Quantity of waste diverted through sale, reuse, or recycling in cubic yards or tons;
- c. Quantity of waste disposed by landfill or incineration in cubic yards or tons.

Types of C&D Waste

Project Phase	C&D Debris
Construction	Mixed rubble, wood, roofing, wall board, insulation, carpet, pipe, plastic, paper, bricks, lumber, concrete block, metals
Demolition	Mixed rubble, concrete, steel beams, bricks, wood, lumber, wallboard, insulation, carpet, pipes, wire, equipment, fixtures
Excavation	Earth, sand, stones, wood
Roadwork	Asphalt, concrete, earth
Site Clearance	Trees, brush, earth, top soil, concrete, mixed rubble, sand, steel, paper, plastic, garbage, rubbish

The records shall be made available to the Contracting Officer during construction, and a copy of the records shall be delivered to the Contracting Officer upon completion of the construction.

13.1. Disposal of solid waste, including construction and demolition(C&D) debris is the responsibility of the contractor.

13.2 The contractor shall divert 50% of C&D waste by weight from landfill disposal.

(1) The contractor shall make an effort to deliver non-hazardous materials to a commercial recycler and provide US Army Garrison with a summary of weights of materials recycled.

13.3 The Contractor shall not use the installations dumpsters and custodial services. The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and

appropriately identified. Recyclable materials shall be handled to prevent contamination of materials from incompatible products/materials and separated by one of the following methods:

a. Reuse

First consideration shall be given to salvage for reuse since little or no re-processing is necessary for this method, and less pollution is created when items are reused in their original form. Sale or donation of waste suitable for reuse shall be considered. Salvaged materials, other than those specified in other sections to be salvaged and reinstalled, shall not be used in this project.

b. Recycle

Waste materials that are not suitable for reuse, but do have value as a recyclable, shall be recycled whenever economically feasible.

Non-hazardous waste

Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.

Appendix E

US ARMY GARRISON- DETROIT ARSENAL (USG-DTA) DPW-ENGINEERING DIVISION DETROIT ARSENAL BASE EXCAVATION PERMIT (See attached instructions)					Date Permit Submitted				
					Date Permit Received				
					Permit No.				
					DPW Work Order #				
1. (This section 1 must be completed by Requester): Clearance is requested to proceed with work at the Detroit Arsenal on the project listed below involving excavation or utility disturbance per attached sketch and drawings.									
Project Title:				Project Location:					
Contract No.:				Delivery Order No.:					
Type of Facility/ work Involved : Check where applicable (cut /paste <input checked="" type="checkbox"/>)									
<input type="checkbox"/>	Pavements	<input type="checkbox"/>	Drainage Systems	<input type="checkbox"/>	Railroad Tracks	<input type="checkbox"/>	Fire and Intrusion Alarm Protection System	<input type="checkbox"/>	Utility: <input type="checkbox"/> Overhead <input checked="" type="checkbox"/> Underground
<input type="checkbox"/>	Comm.	<input type="checkbox"/>	Security	<input type="checkbox"/>	Vehicular Traffic Impact	<input type="checkbox"/>	Flow	Other (specify)	
Requester's Name:				E-mail					
Requester's Job Title:					Clearance Request Date:				
Requester's Company					Clearance termination Date				
Requester's Signature				Office Phone:		Cell (Mobile) phone:			
2. Clearance Reviews									
PO C #	Services/ Phone Extension	POC (*)	REMARKS See page 2 for protection Requirements	Reviewer Signature	Date				
ENGINEERING	A. 1. Electrical								
	2. Roads & parking Lots								
	3. Water Distribution								
	4. Sanitary Lines								
	5. Industrial Waste lines								
	6. Natural Gas Pipelines			\					
	7. Oil & petroleum Pipelines								
	8. Steam Distribution								
	9. Compressed Air lines								
	10. Comm. Lines /LAN/Phone								
	11. Storm drainage								
	12. Fire Alarm system								
	13. Fire Lines								
	14. Irrigation Sprinkler system								
	15. Cathodic Protection								
	16. Other (specify)								
2.B. Eng Div C, Review	586.282.9369								
2.C. Master Planning	586.282.0741								
2.D. Environmental Div	586.282.5824								
2.E. Fire Department	586.282.6021								
2.F. Safety Office	586.282.6121								
2.G. Comm /LAN/Phones	586.282.7988								
2.H. Security /Traffic:	586.282.0614								
2.I. Base Ops Contractor	586.282.5326								
2.J. Community Utility Telephone, Gas, Electric, Other			Call MISS DIG at 1-800-MISS-DIG (800-842-7171 or 811)						
			TICKET NO:						
2.K Other (specify)									
3. Name of DPW Utility Reviewing Engineer: Karen E. Carnago					Date Signed:				
4. Requested Clearance				<input type="checkbox"/> APPROVED		<input type="checkbox"/> DISAPPROVED--			
5. Approving Official: Construction Team Leader, Eng Div: Karen E. Carnago									
Signature				Date Signed:					
6. Date of Site Pre-Excavation Walk thru:				Pre-Excavation Walk thru Certification:					
7. Certification of NPDES Permit and Macomb County SESC Permits obtained:									
SEE ATTACHED INSTRUCTIONS									

INSTRUCTIONS

The Facilities Work Clearance Request is used for any work (contract or in-house) work that may disrupt Vehicular traffic flow, installation utility services, protection provided by fire and intrusion alarm systems or routine activities of the installation. This form is used to coordinate the required work with key installation activities and organizations and keep customer inconvenience to a minimum. It is also used to identify potentially hazardous work conditions in an attempt to prevent accidents. The work clearance request is processed just prior to start of the work. If delays are encountered and conditions at the job site change (or may have changed) this work clearance must be reprocessed.

21. **REMARKS:** (This section describes specific precautionary measures to be taken before and during work accomplishment. Specific comments concerning the approved method of excavations, hand or powered equipment should be included).

Protect following Utilities, Facilities & Services:

Protect following utilities & facilities: See also attached listing of Detroit Arsenal As-Built Utility Drawings and other drawings showing crossing or adjacent utilities that must be protected. The contractor shall field verify the location of all affected and adjacent underground utilities.

Protect following Utilities, Facilities & Services:

NOTES:

- (1) Remark numbers such as 2.A.1 refer to the respective utility/reviewing office numbers on the previous page.
- (2) Drawing of utilities basic maps were provided to Contractor.

A.1-15. Several utilities are in the proximity of the excavation, see drawings. Protect all utilities.

A.2. **ROADS AND PARKING:** (1) Contractor needs to coordinate with the DES and DPW to have parking spaces blocked with cones on evening before work. (2) The contractor is to maintain traffic along all roads and parking at all times, unless otherwise coordinated.

A.6. **NATURAL GAS:** (1) Contractor needs to coordinate work with Consumers Energy plans for gas main installation during same timeline. (2) Miss Dig Ticket Number and three days notices for staking utilities is required prior to digging.

A.16. OTHER:

1. Contractor shall provide two weeks notice advanced notification of shutdown of building entrances or any other closure. The Arsenal needs to notify the Arsenal Associates of any closure in advance.
2. No digging is allowed prior to all utilities being staked by Miss Dig, Base Operations and NEC (communication lines). Dig Permit is not valid until all utilities are marked in the field.
3. All digging more than 4 feet shall comply with trenching and shoring requirements as stated by OSHA.

SEE ATTACHED ADDITIONAL REQUIREMENTS, CONDITIONS AND NOTES

ADDITIONAL REQUIREMENTS, CONDITIONS AND NOTES

1. Restore all surfaces to original condition. All excavations shall be backfilled and compacted to assure no settlement.
2. The Contractor shall comply with Public Act 53 effective April 1 1975 as amended on December 21, 1989 by House Bill No. 5085. The Contractor shall notify the MISS DIG and the utility owners 14 calendar days before any excavation, tunneling, drilling, boring or demolition the work begins. The contractor shall notify and call MISS DIG at 1-800- 482-7171(or 811) and coordinate their work accordingly. In addition, the contractor shall hire proficient subcontractors to locate and field verify all Detroit Arsenal owned utilities shown on the drawings and within excavation / boring/ tunneling area (ground penetrating radar is recommended). The contractor shall coordinate with the COR for Base Operations contractor (BASOPS) and NEC (Network Enterprise Center) to provide a courtesy utility identification, however, the contractor is reminded that BASOPS and NEC are responsible for field locating and protecting the utilities and infrastructures and that this service by the Base Operations contractor is just a courtesy utility identification.
3. Request for all excavation permits must be accompanied by large-scale drawings of at least 1"=30' in scale showing the existing utilities and infrastructures and how the new utilities and infrastructures are clearing them. NOTE: All requests without these drawings will be denied until those drawings are made available to DPW. The contractor can obtain a copy of the existing 1"=30' drawings and other utilities and infrastructure maps from the Engineering Division, DPW. Request for excavation permits for geotechnical soil borings must be accompanied by drawings showing the location of the boring in a grid pattern to allow locating them from known surface features such as buildings, roads, etc. For details of the preparation of the acceptable design drawings, refer the Dig Permit Process
4. Contractor shall take precautions not to damage any existing structures, utilities, facilities and buildings. All repairs to damaged Detroit Arsenal utilities, infrastructures and facilities shall meet the [Unified Facilities Guide Specification standards](#). & the [Unified Facilities Criteria](#). Comply with the Detroit Arsenal fire, safety & Environmental requirements.
5. The contractor shall acquaint their employees & subcontractors with the work under this permit, and with the Government policies and procedures that are to be observed during the prosecution of the work and to develop a mutual understanding relative to the administration of the contract.
6. Contractor shall comply with the requirements of the following safety manuals: (a) US Army Corps of Engineers Engineering Manual EM 385-1-1, Safety and Health Requirements Manual (b) Code of Federal Regulation, part 1926, Safety Rules and Regulations for Construction, Occupational Safety and Health Administration Standards.
7. Traffic & parking Interruption: The contractor shall obtain phasing & approval requirements from Emergency Services Directorate & the using agency by submitting a Construction Impact Notification Form to the DPW. The Notification shall be a minimum 14 calendar days prior to planned work to allow processing.
8. AS-BUILTS: At the completion of the construction, the contractor shall provide a set of as-built blue prints. In addition, the contractor shall provide a set of as-built CADD drawings to the CADD department drawn in Micro-Station V8. The CADD file shall be archived on CD-ROM disc(s).
9. Utility Comments: The Detroit Arsenal utility comments are related to the route shown on the submitted drawings only. Any deviations from the proposed submitted Route shall require additional utility searches and approvals.
10. SECURITY STATEMENT WARNING:
 - 10.A. Security Requirement: CONDITIONS FOR RELEASE of Plans to Contractors;
 - 10.A.1. Released U.S. Government (USG) information is to be used for the purpose of this contract only, and will not be released to third parties without approval from US Army Garrison – Detroit Arsenal. Upon project completion, this information is to be destroyed or surrendered to the USG POC listed in Item 6 below.
 - 10.A.2. No reproduction of released USG information is authorized for other than the contract's legitimate purpose.
 - 10.A.3. Access to this information is to be controlled as UNCLASSIFIED / FOR OFFICIAL USE ONLY; and shall not be available for distribution under the Freedom Of Information Act (FOIA).
 - 10.A.4. Information that is provided to the Contractor from the USG will be returned to the USG when no longer needed, or at the end of the contract. Under special provisions the USG may authorize the contractor to destroy the information by shredding (paper) or degaussing (magnetic media) to make unreadable and unrecoverable. Confirmation of destruction will be provided to the USG.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 29-AUG-2014 TO 11-APR-2015	N/A	IMCOM KAREN CARNAGO KAREN E. CARNAGO IMNI-PWF KAREN.E.CARNAGO.CIV@MAIL.MIL WARREN MI 48397-5000 586-282-9369 FOB: Destination	W56JK7

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) -
ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **7** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **see section C paragraph 1.2** . The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **September 12, 2014**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 0212014201420200000113132254 M.0029593.2 6100.9000021001
COST CODE: A2ACT
AMOUNT: \$95,494.89
CIN GFEB001054405800001: \$95,494.89

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS INDEX

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1. SECURITY REQUIREMENTS

1.1. BUILDING SECURITY

1.1.1. The contractor shall be provided with access to all areas when required to perform the work. The contractor shall be responsible for any Government-owned keys, proxy cards, remote clickers, or any other access device that have been issued to him for access to facilities or areas pertinent to this contract. Keys, proxy cards, remote clickers, or any other access device provided to the contractor shall not be removed from the premises of the facilities and buildings. Keys, proxy cards, remote clickers, or any other access device provided to the contractor shall not be duplicated or issued to any individual to be retained in his possession while not physically performing duties included in the task order. Should the contractor lose a key, proxy card, remote clicker, or any other access device, the Contractor shall notify the Contracting Officer, immediately and in writing, but not later than one business day after they are aware of the loss. All lost keys, proxy cards, remote clickers, or any other access device shall be replaced at the contractor's expense. In the event that a key is lost by contractor personnel, the contractor shall replace all keys and locks in that system. A keying scheme compatible with the remaining building lock system and an equal number of keys existing in the old system shall be provided at no additional cost to the Government. This must be coordinated with the Building Key Control Officer and Base Ops Key Shop Personnel through the COR. Upon completion of the work in an area, the key(s), proxy cards, remote clickers, or any other access device to the area shall be returned immediately. Keys, proxy cards, remote clickers, or any other access device shall be returned prior to final task order payments.

1.1.2. Whenever areas are locked, contractor employees shall not permit the use of keys, in their possession, by other persons for the purpose of gaining access to such locked rooms or areas; and, likewise, contractor employees shall not open locked rooms or areas to permit entrance by persons other than the contractor's employees in the fulfillment of their duties.

1.1.3. Upon the completion of their duties, contractor personnel shall secure all utilities in unoccupied area, unless otherwise coordinated with the COR. It shall be the responsibility of contractor personnel observing open and/or unlocked windows in their respective work areas to close and secure such windows. Where difficulty is encountered in keeping areas locked or windows closed and locked, the COR shall be notified.

1.1.4. There may be areas that require all personnel entering that area to sign a sign-in/sign-out sheet. The contractor shall comply with installation policies in these areas.

1.1.5. The contractor shall provide site security (fencing, lighting, or guard service) as required by each task order. However, 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.

1.1.6. The contractor shall comply with all security regulations imposed by the installation occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.

1.1.7. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

1.2. INSTALLATION AND BASE SECURITY CLEARANCE

1.2.1. Locations to be serviced by the resulting contracts include areas that are "closed" to the public, pursuant to Sec 21, Internal Security Act of 1950, 50 U.S.C. 797 and, as such, only those persons granted permission may enter. It is, therefore, required that control be exercised over contractor personnel while working on the Base. To maintain this control, a listing of all contractor personnel who will be working under the contract, must be submitted to the Contracting Officer and COR prior to the start of work under the Task Order. The preferred method of providing this list is via e-mail, to the contract administrator, unless notified otherwise. The listing shall include, but not limited to: contract number, project number, employee name, and the estimated starting and ending date of each employee. Subsequent listings of all additions or deletions will be submitted as employees hired or released.

1.2.2. During construction, the contractor shall permit base personnel access to the facilities within the work area. The contractor shall provide protection to persons and property throughout the progress of the work.

D-1.2.3. In the event of a declared National Emergency the Contracting Officer may be required to stop work on this contract for security reasons. The contractor shall ensure the Contracting Officer has a current "Off Duty" contact name and telephone number at all times to facilitate notification.

D-1.2.4. The contractor shall be responsible for compliance with all regulations and orders of the Commanding Officer of the Military Installation, respecting identification of employees, movements on installation, parking, truck entry, and all other military regulations, which may affect the work. Special requirements will be identified in the statement of work for an individual Task Order.

D-1.2.5. The work under this contract shall be performed at an operating military installation with consequent restrictions on entry and movement of nonmilitary personnel and equipment.

D-1.2.6. The military installations, Detroit Arsenal and U.S. Army Garrison - Michigan at Selfridge ANG Base, have installation specific requirements, which will be identified by the individual Task Order.

1.2.7. The Contractor shall coordinate with the installation's Visitor Control Center (VCC) to obtain an identification badge for each employee and vehicle permits. All contractor employees must wear the badge in a visible location near their chest at all times while working at the facility.

1.2.7.1. Detroit Arsenal VCC. The VCC can be contacted at 586.282.5757. The VCC is located between Van Dyke and Mound Roads, on the North side of Eleven Mile Road in City of Warren, Macomb County, Michigan. Turn into the Main Gate of the Detroit Arsenal and the VCC is immediately to the right in Building 232. The VCC is open Monday through Friday, 7:00 A.M. - 2:00 P.M. Eastern Standard Time (EST), except Holidays. If a contractor requires entry before 7:00 A.M. or after 2:00 P.M., EST a temporary badge can be

obtained at the Main Guard house, located to the north of Building 232. A contractor can gain access to the Main Guard house by staying in the far right lane when entering the Main Gate on Eleven Mile Road.

1.3. Security conditions for release of plans and drawings:

1.3.1. Released U.S. Government (USG) information is to be used for the purpose of this contract only and will not be released to third parties without approval from US Army Garrison - Detroit Arsenal. Upon project completion, this information is to be destroyed.

1.3.2. No reproduction of released USG information is authorized for other than the contract's legitimate purpose.

1.3.3. Access to this information is to be controlled as UNCLASSIFIED/FOR OFFICIAL USE ONLY and shall not be available for distribution under the Freedom of Information Act (FOIA).

1.3.4. Information that is provided to the contractors & A/E's from the USG will be returned to the USG when no longer needed, or at the end of the contract. Under special provisions the USG may authorize the contractor to destroy the information by shredding (paper) or degaussing (magnetic media) to make unreadable and unrecoverable. Confirmation of destruction will be provided to the USG.

1.3.5. All information and drawings provided shall not be posted on any internet web site.

1.3.6. The responsible USG POC for coordination of release and return of USG engineering drawings and information at the Detroit Arsenal is the DPW Engineering Services Division CAD Technician. Coordination of release and return of USG engineering drawings shall be through the COR.

1.4. Required Security Training. AT Level I Training. This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 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 seven calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <https://atlevel1.dtic.mil/at>.

1.4.1. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language text required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

1.4.2. iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH 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 30 calendar days of contract award and within YY calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

1.4.3. For Contracts that Require OPSEC Training. Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of their reporting for duty. All contractor employees must complete annual OPSEC awareness training.

1.4.4. For Contracts That Require Handling or Access to Classified Information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with- (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

2.0 IDENTIFICATION OF VEHICLES AND PERSONNEL

2.1. Vehicles: Highway vehicles owned or leased by contractors shall be furnished with identifying markings reflecting minimally, the contractor's name, home city, and local phone number. Personal vehicles must be registered with the installation (if applicable).

2.2. Personnel: The contractor's workmen shall have legal identification (picture ID) on them at all times while working on Government projects.

2.3. The contractor shall be responsible for furnishing an identification badge to each employee prior to the employees work on-site and for requiring each employee engaged on the work to display the badge in a visible location near their chest at all times while working at the facility.

2.4. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of the employee.

2.5. When required by the Contracting Officer, the contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

3. UNAUTHORIZED PERSONNEL

3.1. The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area excluding, direct haul and access routes, contracting and engineering offices and point of supply and storage is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above may be apprehended and turned over to the appropriate authorities

4. INSTALLATION REGULATIONS:

4.1. The contractor, his employees, and subcontractors shall become familiar

with and obey the regulations of the installation including fire, traffic, safety and security regulations while on the military installation. Those driving motor vehicles shall observe and obey all speed limits posted throughout the installation. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and subcontractors shall carry proper personal identification with them at all times.

4.2. Contractor's equipment shall be conspicuously marked for identification and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic.

5. WORK SCHEDULING

5.1. Unless otherwise indicated by special project phasing instructions, the contractor shall be prepared to pursue the contracted work during the Contract Normal Working period of 7:30 a.m. to 4:00 p.m., Monday through Friday, exclusive of recognized Federal Holidays outlined hereunder, and the Friday after Thanksgiving. Also, if a Federal Holiday falls on a Saturday, the DTA Base will be closed on the Friday before, and if a Federal Holiday falls on a Sunday, the DTA Base will be closed on the following Monday. If the 4th of July Holiday falls on a Thursday, the Detroit Arsenal Base will be closed on the Friday after. The contract employees will not be allowed to work during Federal holidays, which are:

New Year's Day - 1 January
Martin Luther King JR's Birthday - 3rd Monday in January
President's Day - 3rd
Monday in February Memorial
Day - Last Monday in May
Independence Day - 4 July
Labor Day - 1st Monday in
September Columbus Day -
2nd Monday in October
Veteran's Day - 11
November
Thanksgiving Day - 4th Thursday in November
Christmas Day - 25 December

5.2. If the contractor determines that work is required prior to or after normal working hours, then the contractor shall submit a written request to the Contracting Officer or their designee for approval, no later than 72 hours prior to the work to be performed. For any request submitted late, approval will be at the discretion of the Contracting Officer or their designee. All weekend requests shall be submitted to the Contracting Officer or their designee for approval no later than 72 hours prior to the weekend work that is to be performed. Should the contractor be required to perform work during other than normal hours, including Saturday, Sundays and Government Legal Holidays, due to contractor and subcontractor delay, in order to maintain contract completion dates, the Government shall not be held liable for additional costs.

5.3. The installation buildings are places of employment for the Government employees and are occupied by the Government employees during the Government employees' working hours. All machines, equipment and activities that emit toxic, hazardous and offensive fumes, odors, vapors, chemicals, smells, that are offensive and impact the Government employees and that generate noise that also adversely impacts the Government employees, shall not be allowed during those Government employee's working hours and shall be carried out

at the Government non-work hours.

5.4. All toxic, hazardous and offensive fumes, odors, vapors, chemicals, smells, that are offensive and impact the Government employees MUST be removed and dissipated from the buildings prior to daily occupancy of the buildings at 6:00 A.M. Eastern Standard Time (EST) and the buildings shall be free and fully be meeting safety & health provisions and provide a functional place of employment. The Government employees working hours are

6:00 AM to 6:00 PM EST, Monday through Friday, (all other working week day hours are considered Government non-work hours). Offensive painting operations and other contractual tasks that emit fumes, odors, chemicals that are offensive and impact the Government employees shall be carried out at Government non-work hours.

5.5. If there are fumes, odors, vapors, chemicals still being emitted during the Government employees working hours, then the contractor shall provide means and methods to ventilate the areas and assure a safe working environment for the Government employees.

5.6. Prior to commencing work on the job initially, resumption of work after prolonged interruption (seven calendar days or more), commencement of any warranty work, and upon completion of warranty work the contractor must notify the Contracting Officer and COR. When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the COR is sufficient. Notification should be accomplished sufficiently in advance to allow scheduling of inspection forces. The above precautions are to ensure construction inspection and recording of work proceedings.

6. SAFETY/ACCIDENT REPORTING:

6.1. Accident prevention and safety practices on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned.

6.2. Safety Plan. Within 30 calendar days of award of the MA IDIQ contract, the contractor shall furnish to the Contracting Officer a Company/Corporate Safety Plan. Prior to mobilization of a Task Order, the contractor shall furnish, as a submittal, their site-specific safety plan. Furthermore, the contractor shall brief all employees on proper safety procedures and accident reporting. The contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the contractor's project manager of potential or existing occupational health hazards that require attention. The contractor shall designate a person on his staff to manage the contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer and COR on matters of job safety, and shall be responsible for ensuring the health and safety of onsite personnel.

6.3. Compliance with Regulations. All work shall comply with applicable Army, state, and Federal safety and health requirements. The contractor shall comply with the requirements of OSHA (Occupational Safety and Health Association), MIOSHA (Michigan Occupational Safety and Health Association), U.S. Army Safety Program (AR 385-10), the Installation Safety Program (TACOM Supplement 385-10), and the U.S. Army Corps of Engineers Safety Manual EM-385-1. Where there is a conflict between applicable regulations, the most stringent shall apply.

6.4. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirement of 40 CFR, Part 61 Subpart (The National Emission Standard for

Asbestos) (ETL 1110-1-118 and DA Circular 40-83-4).

6.5. Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government will not be held liable for any action on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.

6.6. Inspections, Tests, and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the contractor's expense. Testing shall be performed by qualified personnel whose qualifications are provided and approved prior to the performance of the test. Testing shall be performed in the presence of the COR.

6.6.1. Equipment shall be commissioned and tested by the manufacturer's qualified representative following their specifications.

6.6.2. Testing reports shall be on prescribed forms specifically for the particular test that is being performed. All information shall be legible. The form shall be signed and dated by the tester and the performing company identified. Test results shall be clearly identified and compared to required results.

6.7. Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with applicable regulations.

6.8. Traffic Control Devices. The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administrations "Manual on Uniform Traffic Control Devices (D6. -1978) to ensure proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades, flagmen and other traffic control devices and signs.

6.9. Accident Notification/Report. In the event of a work-related OSHA recordable accident, the contractor shall immediately notify the Contracting Officer and shall prepare a Report of Accident (DA Form 285 or equivalent) in quadruplicate and forward the original hard copy and one electronic copy to the Contracting Officer for forwarding to the TACOM Safety Office. The contractor shall maintain an accident file for the life of the contract to include all accident reports. In the event of a work-related incident resulting in death or the in-patient hospitalization of three or more employees the contractor shall immediately notify the Contracting Officer who will notify the TACOM Safety Office. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the respective Safety Office.

6.10. Confined Spaces. All confined spaces located on the installation shall be considered permit-required confined spaces. Before any work commences in a confined space the contractor shall provide a copy of their written Confined Space Program and training certificates/documentation for all employees working in the confined space to the TACOM Safety Office. The contractor shall notify both the TACOM Safety Office and the Detroit Arsenal Fire Department prior to entering the confined space each day. Once work commences for the day the contractor shall notify the Detroit

Arsenal Fire Department and submit a copy of the closed out Confined Space Permit to the TACOM Safety Office.

6.11. Excavation and Trenching. The contractor shall follow 29 CFR 1926 Subpart P or the MIOSHA equivalent and the U.S. Army Corps of Engineers Safety Manual EM-385-1 Section 25 when performing an excavation or trenching operation. Excavations five feet or more in depth shall have a protective system (i.e., sloping, benching, support system, shield system, etc.) to protect employees from cave-in. Excavated materials shall be kept at least two feet from the edge of excavations. A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are four feet or more in depth as to require no more than 25 feet of lateral travel for employees. The contractor shall not allow employees to work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazard. If the stability of adjacent structures is endangered by excavation operations then the contractor shall use a support system for the protection of employees. See Section D.10 for further information regarding excavation and permits.

6.12. Scaffolds. The contractor shall follow 29 CFR 1926 Subpart L or the MIOSHA equivalent and the U.S. Army Corps of Engineers Safety Manual EM-385-1 Section 22 while using scaffolds. Scaffolds shall be designed by a qualified person and shall be constructed and loaded in accordance with that design.

6.13. Material Safety Data Sheet. The contractor shall submit a Material Safety Data Sheet (MSDS) for all hazardous materials to the COR and have a MSDS for all hazardous materials readily available for the entire duration of the project. When the contractor is working in buildings that are occupied by Government personnel, the contractor must provide a MSDS for all hazardous materials to the COR before they begin the work. See Section 17 for further information regarding MSDS and related hazardous material usage.

6.14. Site Visits. The TACOM Safety Office may conduct site visits announced or unannounced. If the contractor is found to be performing activities that are immediately dangerous to life or health of government or contract employees the TACOM Safety Office will immediately suspend the contractor's operations until the situation is corrected. This type of situation is most likely to arise during excavation or confined space operations.

6.15. Personal Protective Equipment. The contractor shall follow EM 385-1-1. The contractor (and all sub- contractors) shall wear proper personal protective equipment at all times while working in construction areas, to include eye, ear, foot, and head protection and high visible vest while working near or around traffic.

7. MAINTENANCE OF TRAFFIC AND SAFETY

7.1. Where possible, the contractor and his work shall not interfere with the normal operations of traffic, particularly emergency vehicles and equipment. The contractor is responsible for safety on the project site.

7.2. The contractor shall use only established haul routes. When materials are transported in prosecution of the work, vehicles shall not be loaded

beyond the loading limit established by Federal, state or local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the contractor.

7.3. With respect to his own operations, and those of all his subcontractors, the contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the base.

7.4. The contractor shall furnish, erect, and maintain weighted barricades, warning signs, and other traffic control devices as required maintaining traffic flow and insuring safety and the contractor's equipment. The contractor shall make his own estimate of all labor, materials, equipment, and incidental necessary for providing the maintenance of vehicular traffic.

7.5. Steam Tunnel Concrete Covers. The contractor shall not walk, drive, or store equipment on steam tunnel concrete covers. Contractor shall be responsible for damages caused from neglecting this requirement.

8. SMOKING POLICY

8.1. Contractors shall follow the smoking policy as set forth with DoD and DTA regulatory guidance. Contractors shall follow the following guidance:

- a. Smoking is prohibited in all workplaces and all community facilities to include offices, any work areas, recreation facilities, retail stores, common areas, military vehicles, aircraft and in all government owned or leased buildings, vehicles, vans and buses.
- b. This policy applies to all tobacco products to include, cigarettes, pipes, electronic cigarettes, cigars and chewing tobacco.
- c. Smoking is only authorized within 10 feet of designated smoking areas or inside of personally owned vehicles. Smoking areas will be identified by a shelter or cigarette butt receptacle. Smoking is not allowed in any common areas such as walkways or parking lots.
- d. Disposal of cigarette butts, matches, and any other smoking-related debris on the grass, sidewalks, parking lots, or in unauthorized containers is prohibited.

9. SPECIAL CONDITIONS

9.1. Any contractor equipment that causes or generates electro-magnetic disturbances or interference shall be removed from service until properly repaired. The Contracting Officer may also require repositioning or removal of the equipment from the base.

9.2. The contractor shall be responsible for the coordination of his work with base communications personnel, who may be working in the area and making them aware of proposed work that may affect the work of their particular trade in process of performance.

10. EXCAVATING PERMIT

10.1. The contractor is required to secure an excavating permit before proceeding with any exterior on-site excavating or digging. The U.S. Army Garrison - Detroit Arsenal and Selfridge permit must be signed and a site inspection will be conducted (pre-dig meeting) prior to approval. A copy of the current excavation permit and excavation permit process can be obtained from the COR upon request. The DTA permit must be signed by the DPW, Chief of Engineering Services Division. The contractor must make provisions to accommodate delays that may arise due to the permit acquisition process. The USAG-DTA DPW, Chief of Engineering Services Division must have 14 calendar days notice from the contractor prior to permit being approved.

10.2. The contractor shall comply with Public Act 53 effective April 1 1975 as amended on December 21, 1989 by House Bill No. 5085. The contractor shall notify MISS DIG and the utility owners three full working days (excluding Saturdays, Sundays, and holidays) before any excavation, tunneling, drilling, boring, or demolition work begins. The contractor shall notify and call MISS DIG at 1-800- 482-7171, and coordinate his work accordingly. .

10.3. The contractor shall comply with all requirements and conditions of the USAG-DTA excavation permit. The contractor is responsible for locating all utilities. The contractor shall field verify the location of the existing installation utilities in the contract work areas. The contractor shall hire a proficient subcontractor to locate the above utilities within excavation, boring, tunneling area. Suggested methods include the "Underground Radar Penetration" and exploratory trenches and pits to determine underground utility locations.

10.4. Facility Base Operations personnel may field locate utilities for the contractor, but this is done only as a courtesy utility identification. The contractor shall be responsible for protecting utility identification.

11. COMMERCIALY OWNED/OPERATED RADIATION EMITTING SOURCES/EQUIPMENT/DEVICES USED ON GOVERNMENT PROPERTY

11.1. When using radiation sources/equipment/devices for soil compaction tests or stress/support studies for detection of structural/weld defects in structural framing, pressurized pipe, vessels, etc., the operator shall comply with the following requirements:

- a. Prior to bringing the radiation generator on to the U.S. Army Garrison locations, the contractor shall provide the Contracting Officer with the following information/documentation, as a submittal at least 30 calendar days before the starting date of the permit, for review and approval, and issuance of an Army Radiation Permit by the TACOM LCMC Safety Office:

1. A letter applying for an Army Radiation Permit with Supporting Documentation.
2. A copy of the Nuclear Regulatory Commission (NRC) License, that permits use or storage of radioactive sources/equipment/devices at Army Installations. If an Agreement State License is

provided, then documentation must be provided to show the license is valid on Federal Property. This includes NRC Form 241, Report of Proposed Activities in Non-Agreement States, with the NRC in accordance with 10 CFR 150. If exempt from NRC licensing or under general licensing, proof of exemption or general licensing must be provided. For NARM and machine produced radiation, the contractor must provide appropriate state authorization that allows the contractor to use the radiation emitting sources/equipment/devices. The licensing must show operational use conditions/restrictions with expiration date.

3. The documentation must specify the start and stop dates for the Army Radiation Permit and describe what purposes the applicant needs the Army Radiation Permit (Proposed Work Statement).
 4. A current list of trained and qualified employees that will be using the radiation emitting sources/equipment/devices and their training.
 5. The name of the contractor Radiation Safety Officer (RSO) and emergency contact telephone number.
 6. Operating instruction(s)/technical order(s) for the equipment that contains the radioactive source. Indication of whether the sources/equipment/devices are to be stored on-site overnight and how it is to be stored. How the sources/equipment/devices will be stored during lunch hour and breaks.
 7. Designated storage location of the radioactive source if it remains overnight.
 8. Proposed marking of the storage location if it exceeds 2mR/hr as measured at the surface of the storage container.
 9. A copy of the company Radiation Safety Program.
 10. Emergency Response Plan in case of an emergency for a lost or damaged source/equipment/device and/or over exposure incident/injury.
 11. Provide the portion of their contract that identifies the location(s) of where the source will be used, for how long, and for what type use.
 12. Current leak tests on radiation sources/equipment/devices.
- b. The COR will obtain approval from the proper office having jurisdiction (TACOM Safety Office).
After approval is received for use of the specific radiation generator, the contractor shall:
1. Meet proper Department of Transportation (DOT) and NRC shipping criteria to include properly filled out shipping manifest(s), container marking/labels, and placards on the vehicle as needed when transporting the source/equipment/device onto and around base/installation. The documents shall also allow the removal of the source/equipment/device from the base/installation. The source

and the activity shall dictate which DOT and NRC regulations and CFR's are applicable. These include, 10 CFR for the permit and operation; 29 CFR for occupational safety and health activities when using the instrument/equipment/device, 40 CFR for environmental protection activities, 49 CFR for transporting the instrument, and 10 CFR if the source is lost or stolen.

2. Limit authorized use of radioluminescent signs and markers to areas with low occupancy and where electrical power is not available except at prohibitive cost.
- c. The contractor shall not:
1. Buy radioactive materials or accept radioactive materials into the Army inventory without approval from the TACOM LCMC Safety Office.
 2. Buy or use radium without TACOM LCMC Safety Office approval.
 3. Buy radioluminescent signs and markers only upon approval of the TACOM LCMC Safety Office.
- d. Non-ionizing radiation (laser equipment). The contractor shall provide documentation committing to and supporting the below:
1. Only qualified and trained employees shall be assigned to install, adjust, and operate laser equipment.
 2. Proof of qualification of the laser equipment operator shall be available and shall be in possession of the operator at all times.
 3. Employees, when working in areas in which a potential exposure to direct or reflected laser light greater than 0.005 watts (5 milliwatts) exists, shall be provided with the following anti-laser eye protection devices:
 - (A). Employees whose occupation or assignment requires exposure to laser beams shall be furnished suitable laser safety goggles which will protect for the specific wavelength of the laser and be of optical density (O.D.) adequate for the energy involved. Table E-3 lists the maximum power or energy density for which adequate protection is afforded by glasses of optical densities from five to eight.

TABLE E-3
SELECTING LASER SAFETY GLASS

Intensity, Attenuation CW Maximum Power Density	Attenuat	
	Optical Density	Attenuation
10^{-}	5	10^5
10^{-}	6	10^6
1.	7	10^7
10.	8	10^8

Output levels falling between lines in this table shall require the higher optical density.

(B) All protective goggles shall bear a label

identifying the following data:

(i) Laser wavelengths for which use is intended.

(ii) Optical density of those wavelengths.

(iii) Visible light transmission.

4. Areas in which lasers are used shall be posted with standard laser warning placards.

5. Beam shutters or caps shall be utilized, or the laser shall be turned off, when laser transmission is not actually required. When the laser is left unattended for a substantial period of time, such as during lunch hour, overnight, or at change of shifts, the laser shall be turned off.

6. Only mechanical or electronic means shall be used as a detector for guiding the internal alignment of the laser.

7. The laser beam shall not be directed at employees.

8. When it is raining or snowing, or when there is dust or fog in the air, the operation of laser systems shall be prohibited where practicable. In any event, employees shall be kept out of range of the area of source and target during such weather conditions.

9. Laser equipment shall bear a label to indicate maximum output.

10. Employees shall not be exposed to light

intensities above any of the following: (A). Direct

staring: 1 micro-watt per square centimeter.

(B). Incidental observing: 1 milliwatt

per square centimeter. (C). Diffused

reflected light: 2 1/2 watts per square centimeter.

11. Laser unit in operation shall be set up above the heads of the employees, when possible.

12. Employees shall not be exposed to microwave power densities in excess of ten milliwatts per square centimeter.

e. The Installation/Base RSO or his representative reserves the right to inspect work sites and terminate/suspend any operation involving a radiation emitting source deemed to be unsafe IAW applicable laws, rules, and Federal regulations.

- f. Disposal of radiation emitting sources/equipment/devices by contractors on Army property is prohibited.

12. AFFIRMATIVE PROCUREMENT

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

12.1. GENERAL

12.1.1. GREEN PROCUREMENT & POLLUTION PREVENTION

Green Procurement is a mandatory component of the Army pollution prevention program. The goal of the U. S. Army Garrison Detroit Arsenal for Green Procurement: "100% of all products purchased each year in each of U.S. EPA's 'Guideline Item' categories shall contain recovered materials meeting U.S. EPA's Guideline Criteria." This document contains guidelines for implementing the RCRA, EO, DoD, and Army requirements.

12.1.2. Green Procurement is part of the Federal Government's program to promote recycling and the use of recycled material. The requirements are defined in Executive Order 13423.

Applicability:

1. Applies to Federal agencies including USAG - DTATA and to persons/companies contracting with Federal agencies with respect to work performed as part of these contracts.
2. Applies to all procurement or purchasing actions using Federal funds; such actions include:
 - a. Purchases made directly by USAG - DTA.
 - b. Purchases made directly by the Contractor in support of work being performed for
USAG - DTA.

12.1.2. The use of EPA designated items is required during performance of this contract. The EPA issued the Comprehensive Procurement Guidelines (CPGs) that have established the mandatory procurement by federal agencies of 58 items produced with recovered materials. The EPA has also issued Recovered Material Advisor Notices (RMANs) to accompany the CPGs and provide detailed information on the designated items. The number of items designated by the EPA may change during the contract period. The contractor must use all newly designated items. The use of these items is mandatory for all actions on the USAG - DTA unless one of the following exemptions applies.

12.1.3. The contractor must follow the USAG - DTA Green Procurement Plan in order to obtain a waiver to not use one of the EPA designated items. The Resource Recovery and Conservation Act (RCRA) provides the following exemptions from the requirement to purchase EPA-designated items:

1. The product is not available within a reasonable period of time.
2. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the procuring agency.
3. The product is not available at a reasonable price. For USAG - DTA purposes, "unreasonable price" is defined as follows: If the price of the recycled-content product exceeds the cost of a non-recycled item, then the price is considered unreasonable.

12.1.4. The EPA "List of Available Construction Products Composed of Recovered Materials" and their suppliers can be obtained at:

<http://www.epa.gov/cpg/products.htm>. A list of recycled content requirements can be found at https://usagmi.army.mil/sites/directorates/green_procurement_chart.doc

12.1.5. The Contractor will evaluate the reasonable availability, reasonable performance standards, and price of EPA "Available Construction Products Composed of Recovered Materials" as compared to virgin materials that will be used on the construction project. The Contractor will consult with and report to the COR on the choice of materials selected.

12.1.6. A "Green" waiver from the requirement to use recovered materials will be determined by the Contracting Officer in consultation with the USAG - DTA Environmental Management Division. As new items are added to the CPG list, the Contractor must use these new items or obtain a "Green" waiver. The Contractor must provide to the COR a list of all recovered materials used in conjunction with the project at the end of the contract period.

12.2. AUTHORITY AND REFERENCES

A. The Resource Conservation and Recovery Act (RCRA), Section 6002 (42 U.S.C. 6962)

B. Executive Order (EO) 13101, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition

C. Title 40, Code of Federal Regulations (CFR), Part 247, Comprehensive Procurement Guideline for Products containing Recovered Material

D. Federal Acquisition Regulations (FAR)

E. Section 9002 of the Farm Security and Rural Investment Act of 2002

12.3. SUBMITTALS

12.3.1. The contractor shall provide all submittals in accordance with UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*. The contractor shall follow all procedures specified in UFGS Specification Section 01 33 00, *SUBMITTAL PROCEDURES*.

12.4. DEFINITIONS 3 GREEN PROCUREMENT TERMINOLOGY

12.4.1. Affirmative Procurement Program (APP) - a program assuring guideline items composed of recovered materials will be purchased to the maximum extent practicable, consistent with Federal law and procurement regulations.

12.4.2. Bio-based Product - A commercial or industrial product (other than food or feed) that utilizes biological products or renewable domestic agricultural (plant, animal, and marine) or forestry materials. The USDA maintains the official bio-based products list <http://www.dm.usda.gov/procurement/programs/biopreferred.htm>.

12.4.3. Certification - provided by offerors/bidders/vendors, is written documentation certifying the percentage of recovered materials contained in products or to be used in the performance of the contract is at least the amount required by applicable specifications or other contractual requirements. Certification on multi-component or multi-material products should verify the percentage of post-consumer waste and recycled material contained in the major constituents of the product.

12.4.4. Comprehensive Procurement Guideline (CPG), EPA designated items that must contain recycled content when purchased by Federal, state, and local agencies, or by Government contractors using appropriated Federal funds. Under EO 13101, EPA is required to update the CPG every 2 years with new recovered content products. Visit <http://www.epa.gov/cpg/index.htm>.

12.4.5. Designated Products are products that are or can be made from recovered materials that have been designated in the CPG through EPA's formal rule making process (also referred to as "designated items). EPA maintains the designated products list at <http://www.epa.gov/cpg/products.htm>.

12.4.6. Environmentally Preferable - products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

12.4.7. Executive Order 13101 entitled "Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition". EO 13101 was signed on September 14, 1998. This Order replaces EO 12873 and reinforces the Federal Government's buy-recycled efforts.

12.4.8. Executive Order 13148 entitled "Greening the Government Through Leadership In Environmental Management". EO 13148 was signed on 22 April 2000. This Executive Order integrates environmental accountability into policy, mission, operations, and management to include long-term planning and day-to-day decision making and replaces EO 12856.

12.4.9. Federal Agency means any department, agency, or other instrumentality of the Federal Government, any independent agency or establishment of the Federal Government including a government corporation, and the Government Printing Office. Military departments, as defined in 5 U.S.C. 102, are covered under the auspices of the Department of Defense. Green Procurement is the purchasing of environmental preferable products and services in accordance with one or more of the established Federal "green" procurement preference programs.

12.4.10. Material Specification means a specification that stipulates the use of certain materials to meet the necessary performance requirements.

12.4.11. Minimum Content Standard - the minimum recovered material content specifications set to assure the recovered material content required is the maximum available without jeopardizing the intended item use or violating the limitations of the minimum content standards set

forth by EPA's guidelines.

12.4.12. Performance Specification - a specification stating the desired product operation or function but not specifying its construction materials.

12.4.13. Pre-consumer Materials are generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings. Preconsumer materials are also known as post-manufactured materials. EPA does not consider preconsumer materials as recovered materials.

12.4.14. Post-consumer Material or Waste - a material, finished product, or waste that has served its intended end use and has been diverted or recovered from waste destined for disposal. "Post-consumer material" is a part of the broader category of "recovered materials".

12.4.15. Post-manufactured means waste material and byproducts which have been recovered or diverted from solid waste but are byproducts which are commonly reused within an original manufacturing process, such as scrap and trimmings/cuttings. Post-manufactured materials are also known as pre-consumer materials. EPA does not consider post-manufactured materials as recovered materials.

12.4.16. Recovered Material - waste materials and by-products recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process. "Post-manufactured" materials are not recovered materials.

12.4.17. Recovered Materials Advisory Notices (RMANs) provide purchasing guidance and recovered and post consumer material content levels for designated items. RMAN recommendations are guidance and therefore are not codified in the Code of Federal Regulations. Department of Defense policy requires meeting or exceeding the RMANs.

12.4.18. Solid Waste - garbage, refuse, sludge, and other discarded non-hazardous solid materials, including those from industrial, commercial, and agricultural operations, and from community activities. The general components of solid wastes are: municipal solid waste (MSW), construction and demolition debris (C&D), and non-hazardous industrial waste.

12.4.19. Unreasonable Price - is the cost of a recycled item

exceeding the cost of a non-recycled item. 12.5. REGULATORY

BACKGROUND

12.5. 1 Section 6002 of RCRA requires federal agencies to give preference in the acquisition process to products and practices that conserve and protect natural resources and the environment. EO 12873 requires Federal agencies to expand waste prevention and recycling programs, implement affirmative procurement programs for the United States Environmental Protection Agency (EPA), designated items, and procure other environmentally preferable products and services. The stated purpose of the Affirmative Procurement Program is to stimulate the market for recovered materials. As a result of EO 12873, the EPA issued the Comprehensive Procurement Guidelines (CPG's) that have established the mandatory procurement by Federal agencies of 36 items produced with recovered materials. The EPA has also issued Recovered

Material Advisor Notices (RMANs) to accompany the CPGs and provide detailed information on the designated items. Please direct all questions regarding the plan to the Contracting Officer for forwarding to the DPW Environmental Division.

12.6. EXEMPTIONS

12.6.1. EPA Recommendations. The U.S. EPA recommends minimum recycled content levels are mandatory for procurements of those items listed in the AFFIRMATIVE PROCUREMENT REPORTING FORM, unless one of the following exemptions applies. RCRA provides the following exemptions from the requirement to purchase EPA-designated items:

1. The product is not available from a sufficient number of sources to maintain a satisfactory level of competition (i.e., available from two or more sources).
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the procuring agency.
4. The product is not available at a reasonable price. For Army purposes, "unreasonable price" is defined as follows: If the price of the recycled-content product exceeds the cost of a non-recycled item, then the price is considered unreasonable.

12.7. CONTRACTOR RESPONSIBILITY. The contractor is responsible for completion of the form with respect to the work and products being provided. The Prime contractor is responsible for insuring that all subcontractors comply with this order. Each contractor shall provide written documentation to support his/her decision not to acquire items meeting the minimum content levels. This documentation shall be forwarded to the Contracting Officer for review and approval. In the event the documentation fails to support the contractor's findings, the Contracting Officer shall return the documentation to the contractor citing the reason(s) for disapproval. The contractor shall resubmit and address the deficiencies. The contractor is cautioned not to proceed with acquiring non-compliant materials until the Contracting Officer's approval is received.

12.8. U.S. EPA DESIGNATED ITEMS. The 54 U.S. EPA-designated items are listed below. Not all of these materials may be required in the construction of this project. Please refer to the drawings and specifications. The attached AFFIRMATIVE PROCUREMENT REPORTING FORM shall be used to demonstrate compliance with the stated procurement requirements. The contractor is required to refer to the most recent list of EPA-designated items.

a. PAPER PRODUCTS

1. All paper and paper products, excluding building

and construction paper grades. b. VEHICULAR PRODUCTS

2. Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils but excluding marine and aviation oils.
3. Tires, excluding airplane tires.
4. Reclaimed engine coolants, excluding coolants used

in non-vehicular applications c. CONSTRUCTION PRODUCTS

5. Building insulation products.
6. Structural fiberboard products for applications other than building insulation.
7. Laminated paperboard products for applications other than building insulation.
8. Cement and concrete, including products such as pipe and block, containing fly ash.
9. Cement and concrete, including concrete products such as pipe and block, containing ground- granulated blast furnace (GGBF) slag.
10. Carpet made of polyester fiber for use in low- and medium-wear applications.
11. Floor tiles containing recovered rubber or plastic.
12. Patio blocks containing recovered rubber or plastic.
13. Shower and restroom dividers/partitions containing recovered steel or plastic.
14. Reprocessed and consolidated latex paint for specific uses.
15. Carpet cushion.
16. Flowable fill.
17. Railroad grade crossing surfaces.

d. TRANSPORTATION PRODUCTS

18. Traffic barricades used in controlling or restricting vehicular traffic.
19. Traffic cones used in controlling or restricting vehicular traffic.
20. Parking stops.
21. Channelizers used as temporary traffic control devices.
22. Delineators used as temporary traffic control devices.
23. Flexible delineators used as temporary

traffic control devices. e. PARK AND

RECREATION PRODUCTS

24. Playground surfaces containing recovered rubber or plastic.
25. Running tracks containing recovered rubber or plastic.
26. Plastic fencing.
27. Park benches and picnic tables.
28. Playground equipment.

f. LANDSCAPING
PRODUCTS

29. Hydraulic mulch products containing recovered paper or recovered wood.
30. Compost made from yard trimmings, leaves, and/or grass clippings.
31. Garden and soaker hoses containing recovered rubber or plastic.
32. Lawn and garden edging containing recovered rubber or plastic.
33. Food waste compost.
34. Plastic lumber landscaping timbers and posts.

g. NON-PAPER OFFICE
PRODUCTS

35. Office recycling containers.
36. Office waste receptacles.
37. Plastic desktop accessories.
38. Toner cartridges.
39. Binders.
40. Plastic trash bags.
41. Printer ribbons (re-inked ribbons or re-inking equipment/service for ribbons).
42. Plastic envelops.
43. Solid plastic binders.
44. Plastic clipboards.
45. Plastic file folders.
46. Plastic clip portfolios.
47. Plastic presentation folders.

h. MISCELLANEOUS
PRODUCTS

48. Pallets
49. Sorbents.
50. Industrial drums.
51. Awards and plaques.
52. Mats.
53. Signage, including sign supports and posts.
54. Manual-grade strapping.

12.9. The intent of this section is to increase the awareness of all contractors as to the availability of products manufactured from, or that contain recycled materials, thereby increasing the use of these products in the construction of this project. The various sections of the specifications contain references to products to be used in the construction of this project. The listed product may or may not be manufactured from or contain recycled materials. Therefore, all contractors, subcontractors, equipment suppliers, and material suppliers are responsible for compliance with this specification. Recycled products shall be used wherever possible subject to the exemptions as per the paragraph entitled EXEMPTIONS. Substitution of recycled materials or recycled products for specified products are subject to the provisions of the paragraph entitled 1.8 Exemptions.

12.10. RECYCLED OR RECOVERED PRODUCTS. All construction materials to be used in this project, unless on existing exemption list, are to be identified on the form at the end of this section.

12.11. GREEN PROCUREMENT PROGRAM WEBSITES:

Select Sources of Supply for Environmentally Preferable Products and Services

GSA: <http://www.gsa.gov/environ>

DLA: <http://www.dscr.dla.mil/catalogs/catalog.htm>

Energy Star[®]: <http://www.energystar.gov/> (note: Energy Star[®] does not sell products, but provides a list of manufacturers and their certified products)

JWOD: <http://www.nib.org/JWOD%20Catalog/index.html>

UNICOR: www.unicor.gov/about/erecycle.htm

FEMP: http://oahu.lbl.gov/cgi-bin/search_data.pl
Determining EPP Attributes for Specific Purchase Types
For paints, carpet, office supplies, cleaners and particle board purchases:

<http://www.greenseal.org/recommendations.htm>

For cleaners: <http://www.epa.gov/opptintr/epp/cleaners/select/>

For construction projects:

<http://www.epa.gov/opptintr/epp/tools/bees.htm>

GPP Compliant Product Listings

CPG: <http://www.epa.gov/cpg/products.htm> and Comprehensive Procurement Guidelines Chart

Biobased: <http://www.biobased.oce.usda.gov/public/index.cfm>

FEMP: <http://oahu.lbl.gov>

Energy Star:

http://www.energystar.gov/index.cfm?fuseaction=find_a_product.

Alternatives to Ozone-Depleting Substances:

<http://www.epa.gov/ozone/snap/lists/index.html>

Resources for EPP Product Selection

EPA Database of Environmentally Preferable Products and Services:

<http://yosemite1.epa.gov/oppt/eppstand2.nsf>

13 SOLID WASTE MANAGEMENT

As required by the individual task order, a waste management plan shall be submitted within 15 days after award of a delivery order and prior to initiating any site preparation work.

The plan shall include the following:

- a. Name of individuals on the Contractor's staff responsible for waste prevention and management.
- b. Actions that will be taken to reduce solid waste generation.
- c. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas and equipment to be used for processing, sorting, and temporary storage of wastes.
- d. Characterization, including estimated types and quantities, of the waste to be generated.
- e. Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.
- f. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and organizations that accept used materials such as materials exchange networks and Habitat for Humanity.
- g. List of specific waste materials that will be salvaged for resale, salvaged and reused, or recycled. Recycling facilities that will be used shall be identified. Include expenses for the removal and disposal of building materials through demolition, recovery, reuse and recycling techniques that will not otherwise be offset by revenue, savings, or cost avoidance within the contract.
- h. Identification of materials that cannot be recycled/reused with an explanation or justification.

By the 15th of each month the contractor shall provide the following information to Contracting Officers Representative:

- a. Quantity of waste generated in cubic yards or tons;
- b. Quantity of waste diverted through sale, reuse, or recycling in cubic yards or tons;

c. Quantity of waste disposed by landfill or incineration in cubic yards or tons.

Types of C&D Waste

Project Phase	C&D Debris
Construction	Mixed rubble, wood, roofing, wall board, insulation, carpet, pipe, plastic, paper, bricks, lumber, concrete block, metals
Demolition	Mixed rubble, concrete, steel beams, bricks, wood, lumber, wallboard, insulation, carpet, pipes, wire, equipment, fixtures
Excavation	Earth, sand, stones, wood
Roadwork	Asphalt, concrete, earth
Site Clearance	Trees, brush, earth, top soil, concrete, mixed rubble, sand, steel, paper, plastic, garbage, rubbish

The records shall be made available to the Contracting Officer during construction, and a copy of the records shall be delivered to the Contracting Officer upon completion of the construction.

13.1. Disposal of solid waste, including construction and demolition(C&D) debris is the responsibility of the contractor.

13.2 The contractor shall divert 50% of C&D waste by weight from landfill disposal.

(1) The contractor shall make an effort to deliver non-hazardous materials to a commercial recycler and provide US Army Garrison with a summary of weights of materials recycled.

13.3 The Contractor shall not use the installations dumpsters and custodial services. The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified. Recyclable materials shall be handled to prevent contamination of materials from incompatible products/materials and separated by one of the following methods:

a. Reuse

First consideration shall be given to salvage for reuse since little or no re-processing is necessary for this method, and less pollution is created when items are reused in their original form. Sale or donation of waste suitable for reuse shall be considered. Salvaged materials, other than those specified in other sections to be salvaged and reinstalled, shall not be used in this project.

b. Recycle

Waste materials that are not suitable for reuse, but do have value as a recyclable, shall be recycled whenever economically feasible.

Non-hazardous waste

Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.201-4000 TACOM-WARREN OMBUDSPERSON

Jan 06

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>.

52.204-4005 (TACOM) REQUIRED USE OF ELECTRONIC COMMERCE

(AUG 2012)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website: <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm

Rock Island - JMTC: <https://acquisition.army.mil/asfi/>

Red River Army Depot: <https://www.redriver.army.mil/>

Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 282-7059.

[End of Clause]

52.204-4009 (TACOM) MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION (AUG 2008)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must include an affirmative response from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

(End of Clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$129.00** for execution of the modification and **\$124.00** for each calendar day of delay until the work is completed or accepted. The time stated for completion shall include final inspection punch list item completion and Government acceptance, final clean up, and completion of all requirements to authorize beneficial occupancy.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-4000 (TACOM) MARKING OF SHIPMENT

(JUL 2008)

All packages must be marked with the contents and TACOM Contract/Order Number.
Failure to properly mark all shipments may result in delayed payment and possible rejection of invoices and/or shipments.

[End of Clause]

52.232-4000(TACOM) CONTRACTING OFFICER'S AUTHORITY

(APR 2006)

The Contracting Officer is the only person authorized to approve additions or changes in any of the requirements under any contract, resulting from this solicitation, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, such change shall be solely at the risk of the contractor. (See General Provision, entitled: "Notification of Changes," FAR 52.243-7 or paragraph (c) of FAR 52.212-4).

[End of Clause]

52.232-4007

WIDE AREA WORK FLOW (WAWF), CODES, AND DESIGNATED ACCEPTORS (AUG 2012)

The contractor shall use WAWF to electronically process invoices for payment and receiving reports. The contractor shall register to use WAWF and take the Web-based training at <https://wawf.eb.mil>. Direct any questions relating to the system and vendor training to the Ogden Help Desk at 866-618-5988.

To properly route an invoice and receiving report through WAWF, the contractor shall indicate the following when prompted:

1. Select the appropriate type of invoice as indicated below. **It is imperative that contractors select the proper type of invoice.** Improper selection of an invoice type will result in the delay of a payment or the rejection of an invoice submittal.

 Invoice and Receiving Report Combo (Supplies)

Use for contracts that are entirely for supply requirements or for contracts that are predominantly for supply requirements but also includes minimal service line items.

 X **Invoice 2-in-1 (Services)**

Use for contracts that are entirely for service requirements.

2. Use the following DoDAAC (Department of Defense Activity Address Code) codes when prompted:

- Your firm's CAGE Code: 0DUN2
- Issue and Admin DoDAAC Code: W56HZV
- Ship-To DoDAAC Code: W56JK7
- Accept-By DoDAAC Code: W56JK7
- Payment DoDAAC Code: HQ0490

3. Include the **Purchase Request Number** as specified in each Contract Line Item Number (CLIN). This number can be found at the bottom of the extended description of each CLIN. **NOTE:** The purchase request number may be different for each CLIN.
4. Indicate the proper **Unit of Measure** as specified in each CLIN. Failure to indicate the proper Unit of Measure will lead to vendor pay issues.
5. Indicate the following **Acceptor, Alternate Acceptor, and Contract Specialist** when the WAWF system prompts for “additional e-mail submission” after clicking “Signature”.
 - Primary Acceptor Name: Karen Carnago
 - Primary Acceptor e-mail: karen.e.carnago.civ@mail.mil
 - Alternate Acceptor Name: Moiz Uddin
 - Alternate Acceptor e-mail: moiz.uddin.civ@mail.mil
 - Contract Specialist Name: Lauren DeRoche
 - Contract Specialist e-mail: lauren.r.deroche.civ@mail.mil

To track the status of an invoice, in WAWF click on the link, “Pay Status” (myInvoice-External link) found under the tab named “Lookup” or by going to <https://myinvoice.csd.disa.mil/index.html>. If the payment office indicated in the contract is Columbus, direct any payment related questions to the Defense Finance Accounting Services (DFAS) Columbus at 800-756-4571. If the payment office is other than Columbus, contact the contract administrator for the customer service phone/fax numbers.

[End of clause]

52.237-4000 (TACOM)

CONTRACTOR MANPOWER REPORTING (CMR)

(FEB 2013)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil>. The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);

(9) Data collection cost;

(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

(11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

(12) Presence of deployment or contingency contract language; and

(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

[End of Clause]

52.246-4009 (TACOM) INSPECTION AND ACCEPTANCE POINTS: DESTINATION (FEB 1995)

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here.

Inspection: DESTINATION

Acceptance: DESTINATION.

[End of Clause]