

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 98

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W912JB-11-D-4017		2. DELIVERY ORDER/ CALL NO. BR01		3. DATE OF ORDER/CALL (YYYYMMDD) 2014 Jun 27		4. REQ./PURCH. REQUEST NO. 0010530231		5. PRIORITY	
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 SSG ERIC KIRKPATRICK CCTA-HDB-S/MS 350 ERIC.L.KIRKPATRICK.MIL@MAIL.MI WARREN MI 48397-5000			CODE W56HZV	
9. CONTRACTOR BUTCHER & BUTCHER CONSTRUCTION COMPANY, NAME MARTIN J. BAECKER AND 3885 INDUSTRIAL DR ADDRESS ROCHESTER HILLS MI 48309-3116		CODE OXYJ5		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input checked="" 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	
								<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>	

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	PURCHASE	<input 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.

Butcher & Butcher Construction Co., Inc.	<i>Andrew Lambiris</i>	Andrew Lambiris, Senior Project Manager	7/3/2014
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)

If this box is marked, supplier must sign Acceptance and return the following number of copies: **1**

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
<b>SEE SCHEDULE</b>					

* 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 \$76,834.00
	EMAIL:	26. DIFFERENCES
	BY:	CONTRACTING / ORDERING OFFICER

27a. QUANTITY IN COLUMN 20 HAS BEEN

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

*2014 Jul 03 John JH*

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
f. TELEPHONE NUMBER   g. E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
		<input type="checkbox"/> FINAL		
36. I certify this account is correct and proper for payment.		31. PAYMENT		34. CHECK NUMBER
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			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.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$76,834.00	\$76,834.00

GCS-0006-14, Renovate 3rd Flr, B-229

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 "Renovate Offices and Conference Room, Building 229, 3rd Floor Work Order Number GCS000614", dated 23 May 2014, and Scope of Work Drawings, dated 23 May 2014, sheets 1-9. Reference Section C, Section H, Scope of Work and drawings GCS000614.

Wage Determination (Macomb County) General Decision Number MI140091

06/13/2014 applies.

For Period of Performance and construction milestones, see clause 52.211-10, "Commencement, Prosecution, and Completion of Work"

For invoicing instructions see clause: 52.232-4007 Wide Area Workflow.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010530231-0001

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NET AMT \$76,834.00

ACRN AA \$76,834.00

CIN: GFEB001053023100001

## Section C - Descriptions and Specifications

DTA SPECIFIC

DESCRIPTIONS AND SPECIFICATION INDEX-\*\*Where the specifications below conflict with specifications listed in base award, W912JB-11-D-4017, the specification below shall take precedence\*\*

## C1. GENERAL

## C.2. TASK ORDER COMPETITION

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

## C.4. TASK ORDERS INCLUDING DESIGN AND CONSTRUCTION SERVICES

## C.5. TASK ORDER AWARD

## C.6. CONTRACT DATA REQUIREMENTS LIST

## C.7. FORMAL CONTRACT – ORDER OF PRECEDENCE

## 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

## C.12. CONTRACTOR STAFF AND EMPLOYEES

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

## PROPOSED SUBCONTRACTORS

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

## AND REPORTS

## C.15. SUBMITTALS

## C.16. METHOD OF CARRYING ON THE

## WORK C.17. LAYOUT AND GRADES

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

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

## C.20. EVALUATION OF CONTRACTOR PERFORMANCE

## C.21. DIVISION OF WORK

## C.22. CONTRACTOR RESPONSE

## C.23. MATERIAL TESTING BY NATIONAL LABORATORIES

## C.24. TRANSPORTATION AND HANDLING

## C.25. MISPLACED

## MATERIALS C.26.

## STORAGE

## C.27. TELEPHONE AND COMMUNICATIONS SECURITY

## MONITORING C.28. UTILITIES

## C.29. UTILITY AND OTHER BASE

## INTERRUPTIONS 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

<b>TITLE OF DATA ITEM</b>	<b>FREQUENCY</b>
Corporate Safety Plan	One time Generic Corporate Plan, 30 days after MA IDIQ
Site Specific Safety Plan	All Task Orders
Quality Control Plan	One time Generic Corporate Plan 30 days after
Environmental Plan	One time Generic Corporate Plan, 30 days after MA IDIQ
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 wythes 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.

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	26-JAN-2015	1	W34W USAG DETROIT ARSENAL W34W USAG DETROIT ARSENAL 6501 E ELEVEN MILE ROAD BLDG 229 WARREN MI 48397-5000 309-782-0736 FOB: Destination	W56JK7

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- a. commence work under this contract within the time allotted.
  
- 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 9 September 2014.
  
- 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 9 October 2014.
  
- 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 12 November 2014.
  
- e. complete all construction to be ready for use not later than 23 December 2014. 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 26 January 2015. 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.

(End of clause)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 0212014201420200000443435254      S.0024113.2.1      6100.9000021001

COST CODE: A5XGH

AMOUNT: \$76,834.00

CIN GFEBS001053023100001: \$76,834.00

Section H - Special Contract Requirements

SPECIAL REQUIREMENTS- DTA

SPECIAL CONTRACT REQUIREMENTS

\*\*Where this section conflicts with requirements listed in the base contract, W912JB-11-D-4017, the requirements in this section shall take precedence\*\*

INDEX

1. SECURITY REQUIREMENTS
2. IDENTIFICATION OF VEHICLES AND PERSONNEL
3. UNAUTHORIZED PERSONNEL
4. INSTALLATION REGULATIONS
5. WORK SCHEDULING
6. SAFETY/ACCIDENT REPORTING
7. MAINTENANCE OF TRAFFIC AND SAFETY
8. SMOKING POLICY
9. SPECIAL CONDITIONS
10. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)
11. CULTURAL RESOURCES
12. ARCHEOLOGICAL, PALEONTOLOGICAL AND ENDANGERED SPECIES FINDS
13. EXCAVATING PERMIT
14. COMMERCIALY OWNED/OPERATED RADIATION EMITTING SOURCES/EQUIPMENT/DEVICES USED ON GOVERNMENT PROPERTY
15. SOLID WASTE MANAGEMENT
16. ASBESTOS
17. HAZARDOUS MATERIAL USAGE
18. HAZARDOUS WASTE
19. LEAD BASED PAINT (LBP)
20. LAND USE (GREEN INFRASTRUCTURE)
21. ENERGY, WATER EFFICIENCY, AND RENEWABLE ENERGY
22. STORM WATER
23. WATER QUALITY (Potable/Drinking Water)
24. WASTE WATER (Sanitary)
25. PEST MANAGEMENT
26. POLLUTION PREVENTION
27. NATURAL RESOURCE MANAGEMENT
28. SOIL MANAGEMENT
29. AIR EMISSIONS
30. TEMPORARY ENVIRONMENTAL CONTROLS
31. AFFIRMATIVE PROCUREMENT

## H. 1. SECURITY REQUIREMENTS

### H.1.1. BUILDING SECURITY

H.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 contract. 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 contract payments.

H.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.

H.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.

H.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.

H.1.1.5. The contractor shall provide site security (fencing, lighting, or guard service) as required by contract. 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.

H.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.

H.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.

#### H.1.2. INSTALLATION AND BASE SECURITY CLEARANCE

H.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 contract. 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.

H.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.

H-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.

H-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.

H-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.

H-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 contract.

H.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.

H.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.

#### H.1.3. Security conditions for release of plans and drawings:

H.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.

H.1.3.2. No reproduction of released USG information is authorized for other than the contract's legitimate purpose.

H.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).

H.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.

H.1.3.5. All information and drawings provided shall not be posted on any internet web site.

H.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.

H.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>.

H.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.

H.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.

H.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.

H.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.

## **H.2.0 IDENTIFICATION OF VEHICLES AND PERSONNEL**

H.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).

H.2.2. Personnel: The contractor's workmen shall have legal identification (picture ID) on them at all times while working on Government projects.

H.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.

H.2.4. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of the employee.

H.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.

## **H.3. UNAUTHORIZED PERSONNEL**

H.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

## **H.4. INSTALLATION REGULATIONS:**

H.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.

H.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.

## **H.5. WORK SCHEDULING**

H.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

H.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.

H.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.

H.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.

H.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.

H.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.

## **H.6. SAFETY/ACCIDENT REPORTING:**

H.6.1. Accident prevention and safety practices on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned.

H.6.2. Safety Plan. Within 30 calendar days of award, the contractor shall furnish to the Contracting Officer a Company/Corporate Safety Plan. Prior to mobilization of contract, 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.

H.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.

H.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).

H.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.

H.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.

H.6.6.1. Equipment shall be commissioned and tested by the manufacturer's qualified representative following their specifications.

H.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.

H.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.

H.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.

H.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.

H.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.

H.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 H.13 for further information regarding excavation and permits.

H.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.

H.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 H.17 for further information regarding MSDS and related hazardous material usage.

H.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.

H.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.

## **H.7. MAINTENANCE OF TRAFFIC AND SAFETY**

H.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.

H.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.

H.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.

H.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.

H.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.

## **H.8. SMOKING POLICY**

H.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.

## **H.9. SPECIAL CONDITIONS**

H.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.

H.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.

## **H.10. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)**

H.10.1. The Detroit Arsenal has established a Mission-Focused Installation Wide Environmental Management System that conforms to ISO 14001 (See FAR Clause 52.223-5). Executive Order 13148 requires that all Federal agencies implement an EMS. The USAG-DTA 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's EMS goals, they shall be required to support all the goals of the USAG-DTA's EMS. They shall not be required to have their own EMS.

H.10.2. The USAG-DTA is using ISO 14001 as its EMS standard.

H.10.3. 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's EMS.

H.10.4. The Contractor shall assure all subcontractors are aware and understand the USAG-DTA EMS.

H.10.5. All contractors' personnel must receive EMS awareness training annually. All subcontractors must receive EMS training. See the EMS work directives in the EMS web program for procedures.

H.10.6. The contractor must follow all procedures identified in the EMS work directives. Contractor must use all forms identified in the EMS Web Page Forms tab. The contractor does not have to have a conforming EMS (Reference FAR Clause 52.233-5 Alternate I and Alternate II).

## **H.11. CULTURAL RESOURCES**

H.11.1. The USAG-DTA has a Cultural Resource Management Plan for both the Detroit Arsenal and Selfridge. The contractor shall incorporate the requirements of this plan in Design-Build contract. An electronic copy of the plans can be provided up request.

H.11.2. 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.

### **H.11.3. Historical Properties**

- a. The USAG-DTA/SANGB has an approved Historical Maintenance Plan that the contractor shall follow for all historical structures at Selfridge.

- b. Contractor shall not modify the design or project requirements of a project involving a historical structure without prior approval of the Contractor Officer. All actions that impact the historical nature of any historical structure must have the modification approved by the Michigan State Historical Preservation Office (SHPO). This includes such things as penetrating the wall structure, modifying the original use of the structure, modifying its appearance, etc. Once the design for the historical structures has been approved by the SHPO no modifications can be made to the design without further consultation with the SHPO.
- c. Eligible Historical Structures
  - (1). Detroit Arsenal
    - (A). Building 212
    - (B). Building 7
    - (C). Building 8
  - (2). Selfridge
    - (A). 400 area Quarters
    - (B). 200 area Quarters
    - (C). 700 area Quarters
    - (D). Building 697
    - (E). Building 951

H.11.4. There has been no archeological finds on the USAG-DTA or in the surrounding area. However, if any archeological items or evidence of human culture (pottery, arrowheads, etc) are discovered during the course of the contractor's performance, immediately stop work and contact the COR. No work will be allowed until a determination can be made concerning the discovered items.

H.11.5. Upon discovery of human remains, contractor shall stop work immediately and notify the Contracting Officer, COR and the Federal Police Desk, (586)282-5564. Work is not allowed to proceed until cleared by both the Contracting Officer and the Police.

## **H.12. ARCHEOLOGICAL, PALEONTOLOGICAL & ENDANGERED SPECIES FINDS**

H.12.1. Any archeological finds (evidence of human occupation) or pale ontological finds (evidence of prehistoric plant or animal life) are to be reported to the Contracting Officer immediately and the contractor shall stop work at location of finds and continue work in other areas without interruption. Protect native endangered flora and fauna and notify the Contracting Officer of any construction activities that might threaten endangered species or their habitats.

## **H.13. EXCAVATING PERMIT**

H.13.1. 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.

H.13.2. 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. .

H.13.3. 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.

H.13.4. 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.

#### **H.14. COMMERCIALY OWNED/OPERATED RADIATION EMITTING SOURCES/EQUIPMENT/DEVICES USED ON GOVERNMENT PROPERTY**

H.14.1. 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 (watts/cm <sup>2</sup> )	Attenuation	
	Optical Density (O.D.)	Attenuation Factor
10 <sup>-2</sup>	5	10 <sup>5</sup>
10 <sup>-1</sup>	6	10 <sup>6</sup>
1.0	7	10 <sup>7</sup>
10.0	8	10 <sup>8</sup>

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.

#### **H.15. SOLID WASTE MANAGEMENT**

H.15.1. All waste that is not hazardous waste and non-regulated solid waste is considered Regulated Waste.

H.15.2. A waste management plan shall be submitted and approved 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.

H.15.3. The contractor shall provide the following information to the COR by the 15th of each month:

- a. Quantity of solid waste generated in cubic yards or tons. Quantities may be measured by

- weight or by volume, but must be consistent throughout;
- b. Quantity of solid waste diverted through sale, reuse, or recycling in cubic yards or tons. Quantities may be measured by weight or by volume, but must be consistent throughout;
  - c. Quantity of waste disposed by landfill or incineration in cubic yards or tons;
  - d. 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;
  - e. Provide explanations for any waste not recycled or reused;
  - f. Where the contract allows the contractor to use the installation's dumpsters and custodial services, they will not have to submit information for material disposed using the facilities services;
  - g. All disposal records shall be made available to the COR upon request and a copy of the records shall be delivered to the COR upon completion of the contracted work.

H.15.4. The records shall be made available to the COR during construction, and a copy of the records shall be delivered to the COR upon completion of the construction.

#### H.15.5. Types of Construction & Demolition (C&D) Waste

<b><i>Project Phase</i></b>	<b><i>C&amp;D Debris</i></b>
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.

H.15.6. Disposal of solid waste, including C&D debris is the responsibility of the contractor.

H.15.7. 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.

H.15.8. 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.

H.15.9. Regulated Solid Waste. All Regulated Waste must be disposed of at a licensed Class II landfill site. Regulated Waste that is transported to a Class II landfill site must include a transportation manifest for each load of material delivered. 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. A signed copy of each trip manifest must be kept with the contractor of record, the subcontractor if different then the prime contractor, and must be provided to the COR within 7 calendar days of completing each trip.

H.15.10. Non-Regulated Solid Waste. Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator. Disposal of solid waste, including construction and demolition (C&D) debris is the responsibility of the contractor. Refer to Unified Facilities Guide Specifications Section 01 74 19 for requirements of Solid Waste Management. 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 UFGS outlines the requirements of the Waste Management Plan.

H.15.11. 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.

H.15.12. The contractor shall recycle fifty percent (50%) of all C&D waste generated from the landfill. Cost effectiveness will need to be considered to meet these requirements. Documents must be submitted to the COR 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.

H.15.13. 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.

H.15.14. Non-Hazardous Waste. Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.

## **H.16. ASBESTOS.**

H.16.1. Asbestos is present on the USAG-DTA facilities.

- a. 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 USAG-DTA is exposed to asbestos fibers during contract operations. The contractor shall insure all subcontractors are properly trained and they have records of the training on site.
- b. 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) and call the Base Operations help desk at (586) 282-5326.
  1. If during the execution of any work order asbestos containing material is disturbed or dislodged the contractor shall take the following actions:
  2. 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.

3. Contact the USAG-DTA work control desk to have the air handling system shut off in the release area to prevent the distribution of fibers to other areas in the building.
  4. Conduct clean-up IAW all Federal and State laws.
- c. If the contractor encounters asbestos or suspected asbestos that has not been previously identified on the contract, the contractor shall immediately stop work and contact the Contracting Officer and the Contracting Officer's Representative.
- 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 or maintenance and repair.
1. All asbestos abatement projects shall be conducted IAW with the State of Michigan requirements and the USAG-M (Detroit Arsenal) Asbestos Operations and Maintenance Plan and Asbestos Management Plan.
  2. All asbestos abatement designs and all State MDLEG/NESHAP joint notifications shall be submitted to the COR for review and approval prior to sending notifications to the State of Michigan for approval.
  3. The contractor shall maintain a Log for each abatement projects. A copy of each log shall be submitted into the Government after completion of the abatement project.
  4. 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.  
If deficiencies are found during the asbestos abatement activity, the Asbestos Abatement contractor shall correct all deficiencies. 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.

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.

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. All asbestos abatement contractor qualifications shall be in accordance with UFGS requirements.

5. All removed asbestos shall be properly packaged, labeled and turned into the Hazardous Materials Pharmacy (HAZMART) for disposal IAW with the HAZMART Users Pamphlet, Attachment 009.
6. The contractor must submit an as-built drawing . The drawing shall identify the following:
  - (A). Type of ACM removed.
  - (B). Location of where the ACM was removed.
  - (C). Date of Abatement.
7. 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.

H.16.2. The contractor is responsible to assure all their personnel, and their subcontractor's personnel, performing asbestos abatement have the proper State of Michigan Certification/License and that the company performing the abatement is licensed by the State of Michigan.

- a. All abatement workers must be properly trained and licensed by the State of Michigan. Provide copies of all licenses and certifications prior to the start of work. Workers 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 Contracting Officer. Any cost for failure to have the proper documentation will be the responsibility of the contractor.
- b. Prior to the start of any abatement work, the contractor shall provide copies of all workers licenses to the COR.
- c. Prior to the start of any abatement work, provide a copy of the company's State of Michigan license to the COR.

H.16.3. Types of training that may be required:

- a. Project designer
- b. Management planner
- c. Building inspector
- d. Contractor/Supervisor
- e. Abatement Worker
- f. Awareness

H.16.4. Per AR 200-1, 8-2 b contractor shall not use ACM where asbestos free substitute materials exist. The use of ACM is not permitted without written approval by the Contracting Officer. If ACM has been used, provide an as- built drawing with the following information:

- a. Location.
- b. Type of asbestos.
- c. Percentage of asbestos in the material.
- d. Date installed.
- e. 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. This shall be a letter from a company representative that has the authority to sign a contract or modification.

## **H.17. HAZARDOUS MATERIAL USAGE**

H.17.1. General. The contractor shall establish a hazardous material (HM) storage and distribution system when HM is to be used. The definition of hazardous material is located in Fed Std. 3 13C, dated 1 March 1988.

H.17.2. Hazardous Material Identification Form. All HM required to support the contract shall be reported using the Contractor Hazardous Material Identification Form to the COR who will in turn inform other applicable personnel. The form must be used when transporting hazardous material onto Detroit Arsenal or Selfridge or in delivery of received hazardous materials at either location. Additional HM needed by the contractor shall be identified to the COR for approval.

H.17.3. Hazardous Pharmacy (HAZMART). Contractors and subcontractors must register and barcode all HM they plan to use through the HAZMART Office and the COR prior to start of work in order to support the installation's compliance with Executive Order 12856, Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements. Contractors and subcontractors shall register all HM through the HAZMART when they come on the installation and all containers must be processed through the HAZMART before they leave the installation. This must be done during the HAZMART open hours. Contact HAZMART for hours of operation

H.17.3.1. All MSDS documentation shall be provided to the HAZMART and COR by the contractor for all chemicals to be used and stored on the premises. HAZMART will provide bar coding for all chemical products used and stored on the premises as required. HAZMART will provide receipt to the contractor of all chemicals brought in for bar coding. HAZMART registers all chemical quantities and usage. At the end of each day, the contractor shall remove the bar code from the container and return it to the HAZMART to close out the cycle for the purpose of tracking the chemicals and quantities used. This must be done during the HAZMART open hours.

H.17.3.2. HAZMART can be reached at the following:

- a. Detroit Arsenal- (586)282-5665
- b. Selfridge- (586)307-2019

H.17.4. Environmental Protection and Community Right to Know Act (EPCRA) IAW FAR 52.223-5. The contractor must provide information of all hazardous materials used in accordance with FAR 52.223-3, "Hazardous Material Identification and Material Safety Data." By using the HAZMART to register HM entering the installation, this requirement is met. Hazardous or toxic materials not owned by the Federal Government may not be stored on the USAG-DTA or Selfridge unless authorized under 10 USC 2692.

H.17.5. When not in use, all chemicals will be stored in a safe and proper manner in the proper containers.

H.17.6. The contractor is responsible for maintaining a clean and safe work area. Trash, scrap material will not be permitted to pile up causing a fire/safety hazard.

H.17.7. The contractor shall not store or dispose of hazardous or toxic materials on USAG-DTA or Selfridge property. This does not include temporary accumulation of a limited quantity of a material used in support of the contract and registering through the HAZMART.

H.17.8. The contractor shall maintain HM Identification Form for HM on the job site for inspection/verification. The COR will verify that the HM identified is the only HM in use on the job site.

H.17.9. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer and the COR, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract.

H.17.10. The contractor shall accompany the COR and the installation Environmental Manger (EM) on project closeout inspection to ensure all used and unused HM has been removed from the installation. This requirement shall not be a punch list item and must be accomplished prior to the Government accepting beneficial occupancy of the facility or construction item.

H.17.11. Training Requirements. All contractor and subcontractor personnel handling hazardous material shall have Storm Water Awareness training. Hazard Communication (HAZCOM) and Hazardous Waste Operations and Emergency Response (HAZWOPER) training is required under OSHA.

## **H.18. HAZARDOUS WASTE**

H.18.1. USAG-DTA is responsible as the sole generator of solid waste on USAG-DTA property, including hazardous waste, and accurate recordkeeping is of paramount importance.

H.18.2. Hazardous waste is defined in 40 CFR 261.3.

H.18.3. The contractor shall not store or dispose of hazardous or toxic materials on USAG-DTA or Selfridge property from any source.

H.18.4. All hazardous waste generated on the either the USAG-DTA or Selfridge must be disposed of through the HAZMART. Contact the HAZMART for hours of operation and coordination instructions at the following:

- a. USAG-DTA - (586)282-5665
- b. Selfridge- (586)307-2019

H.18.5. Hazardous waste generated as a result of work being conducted shall be handled at the end of each day by bringing the waste to the HAZMART. This must be done during the HAZMART open hours. 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.

H.18.6. 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. Contractor shall submit DA Form 3161 at the time of hazardous waste turn in to HAZMART. The HAZMART will not return the containers/boxes back to the contractor.

H.18.7. Universal Waste.

- a. 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.
- b. Universal waste includes:
  1. Mercury (used in fluorescent light tubes switches and thermostats).
  2. Lead acid batteries.

H.18.8. Toxic Substance Control Act (TSCA). While TSCA waste is not classified as hazardous waste, only TSCA wastes (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-in and disposal.
- b. Polychlorinated Biphenyls (PCBs): Contractor shall collect, package and properly label. Coordinate with the HAZMART for turn-in and disposal.
- c. Light ballasts: Contractor shall collect, package and properly label. Coordinate with the HAZMART for turn-in and disposal.

**H.19. LEAD BASED PAINT (LBP)**

H.19.1. LBP is present on the USAG-DTA in both housing, and non-housing.

H.19.2. 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 USAG-DTA is exposed to LBP during contract operations. The contractor must insure that all subcontractors are properly trained and they must keep records of the training available for inspection by the COR.

H.19.3. 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:

- a. 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.
- b. Conduct clean-up IAW all Federal and State laws.

H.19.4. If LBP is removed and the action is not considered abatement:

- a. The contractor shall dispose of the debris as solid waste. The contractor shall test the waste material for hazardous waste constituents to determine disposal classification.
- b. The contractor shall submit an as built drawing identifying the LBP removed and date of removal.

H.19.5. 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.

H.19.6. The contractor is responsible to assure that they have the proper State Certification or their company and all subcontractors have their state licenses for all LBP work. Provide a copy of all licenses and certificates prior to the start of work. 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.

H.19.7. 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.

#### **H.20. LAND USE (Green Infrastructure):**

- a. Land disturbance that results in permanent impacts to 5,000 square feet or more of green space must be replaced at a minimum 1:1 ratio subject to review and approval by the government.
- b. Green space replacement may include the following: green roof systems, restoration of former green space areas within or adjacent to the project area; restoration of former green spaces areas within the USAG – 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 space areas.
- d. Upland buffers adjacent to open water habitat can be viewed as green space areas for purposes of land disturbance impact measurement and mitigation.

#### **H.21. ENERGY, WATER EFFICIENCY, AND RENEWABLE ENERGY**

H.21.1. The Government's policy is to acquire supplies and services that promote energy and water efficiency, advance the use of renewable energy products, and help foster markets for emerging technologies.

H.21.2. The Government is committed to reducing energy requirements at all installations. All contractors must strive to minimize energy usage on the USAG-DTA and follow USAG-DTA's Energy Plan.

H.21.3. The contractor shall include the use of energy-using products for construction, renovation, or maintenance of a public building by acquiring energy-using products designated by the Department of Energy's Federal Energy Management Program (FEMP).

H.21.4. The contractor shall shut off all electrical equipment, lights and water supplies when not in use.

H.21.5. The Government requires that certain equipment be Energy Star compliant. An equipment list is located at <http://www.energystar.gov>. Initially, the sole Energy Star requirement shall be the self-certification by the bidder that the specified equipment is Energy Star compliant. Within three months of

the availability of an EPA sanctioned test for Energy Star compliance, the contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the contractor's expense.

H.21.6. When purchasing equipment as part of their contract, only equipment identified as energy efficient may be purchased.

H.21.7. Provide manufactures energy usage data prior to installation.

## **H.22. STORM WATER**

H.22.1. The contractor shall monitor all activities to prevent pollution of surface and ground water.

H.22.2. Toxic or hazardous chemicals shall not be applied to soils or vegetation.

H.22.3. The Detroit Arsenal is located adjacent to an impaired waterway, Bear Creek. The contractor must continually monitor their site to assure no pollutants enter the waterway. 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.

H.22.4. The contractor will not dispose of any waste, solid or liquid, through a storm sewer.

H.22.5. It is illegal to connect storm water sewer lines to the sanitary wastewater sewer lines. Contractors shall contact the COR and the Environmental Management Division if there are any conflicts with this requirement.

H.22.6. The contractor shall monitor all activities and not pollute surface and ground water during contract performance.

H.22.7. Any wastewater other than specifically exempted by Michigan law shall not be disposed through a storm sewer.

H.22.8. When a MDEQ certified Construction Storm Water Operator (CSWO) is required, 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.

H.22.9. Permits. When the contractor is required to disturb soil within 500 feet of Bear Creek at the Detroit Arsenal, the Clinton River or Lake St. Clair at Selfridge Air National Guard Base, the contractor shall obtain a soil erosion permit from Macomb County prior to the start of any work.

H.22.9.1. Contractor shall follow all state and county rules and regulations regarding soil disturbance and the contractor shall obtain all required county and state permits for construction sites one acre or more in size.

H.22.9.2. Contractor must provide a soil erosion and sedimentation control plan to the COR for approval prior to disturbing any soil.

H.22.9.3. Soil erosion and sedimentation control must be maintained at all times on the activity site.

H.22.9.4. 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, vegetation is 90 percent established, and temporary controls have been removed such as silt fencing.

### **H.23. WATER QUALITY (Potable/Drinking Water)**

H.23.1. The contractor shall not contaminate drinking water.

H.23.2. Contractor shall use backflow protection when connecting to the potable water system. Prior to connecting to any potable water system, submit the following information to the COR for approval:

- a. Location of connection.
- b. Purpose of connection.
- c. Time when the contractor will connect to the water system.
- d. Type of backflow prevention being used to protect the water system.

H.23.3. Contractor shall use the latest version of American Water Works Association (AWWA) procedures to disinfect the system after any work on the potable water system.

H.23.4. 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.

### **H.24. WASTE WATER (Sanitary)**

H.24.1. The contractor shall not dispose of any waste through the sanitary sewer other than normal restroom wastewater.

H.24.2. Accidental releases to the sanitary sewer must be reported immediately to the Fire Department.

- a. Detroit Arsenal (586) 282-7117
- b. Selfridge 911 (land line only)

H.24.3. Contractor shall not connect sanitary wastewater sewer lines to storm water sewer lines.

H.24.4. All sanitary waste water discharges must comply with the City of Warren's Code of City Ordinances, Chapter 41. Accidental releases to the sanitary sewer must be reported immediately to the Fire Department at the Detroit Arsenal: (586) 282-7117, and the COR shall also be contacted.

### **H.25. PEST MANAGEMENT**

H.25.1. Pesticide application can only be performed by a licensed pest applicator approved by the USAG-DTA pest management program manager. Any pest control activities required by the contractor or its subcontractors must be requested through the installations work control desk. This includes all administrative space and outside work areas.

- a. Detroit Arsenal (DTA): (586) 282-5326
- b. Selfridge: (586) 307-4208

H.25.2. Fertilizer not containing pesticides or herbicides may be applied by a non-licensed applicator. Fertilizer applications must be accomplished to minimize any impacts on storm water.

## H.26. POLLUTION PREVENTION

H.26.1. It is the Federal Governments goal to:

- a. Reduce the use of hazardous and toxic materials.
- b. Establish work processes that reduce pollutants to the air and water.
- c. Recycle waste rather than dispose of it.
- d. Use materials that have recycled content.
- e. Reduce energy consumption

H.26.2. The contractor and all subcontractors are an integral part to the Pollution Prevention program at the USAG-DTA.

H.26.3. The areas that contribute to the success of the USAG-DTA's Pollution Prevention program:

- a. Green Procurement.
- b. Energy Conservation.
- c. Solid Waste Management.
- d. The contractor shall use double-sided printing or copying and use recycled paper when ever practicable.

### H.26.4. Spill Control and Response

- a. The contractor shall conduct all operations to minimize the possibility of a spill or release of a hazardous material or pollutant.
- b. 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 berm type containment area.
- c. Notify the COR and Environmental Management Division of the storage location of hazardous materials or pollutants when they come on the installation.
- d. The contractor must comply with the USAG -DTA SPCC/ISPC.
  1. Report all spills, other than small "bench stock" types to the Fire Department for response: (586) 282-7117.
  2. 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.
  3. The contractor shall reimburse the Government for all clean up and disposal costs.
  4. The contractor is responsible for the actions of all subcontractors.

## H.27. NATURAL RESOURCE MANAGEMENT

H.27.1. The contractor shall minimize environmental pollution and damage that may result from its operations. Environmental resources within the project boundaries and those affected outside the limits of work shall be protected for the duration of the contract.

H.27.2. The contractor shall confine all activities to areas defined by the drawings and specifications.

H.27.3. Landscape features (trees, shrubs, landforms) defined on drawings shall be clearly identified by the contractor at the work site with marking, fencing, or other technique to minimize interference, damage, or disturbance.

H.27.4. The Contractor shall fence mature trees (4" Diameter Breast Height) at the drip line of each tree located within or adjacent to the work area to prevent root-zone damage from soil excavation, disturbance or compaction due to Contractor machinery or other equipment.

H.27.5. The contractor shall not attempt to "pursue, hunt, shoot, wound, kill, trap, capture, or collect" a migratory bird that becomes a nuisance in the work area. In this event, the contractor shall contact the Facilities Base Operations Work Order Desk for assistance by calling 586-282-5326 at Detroit Arsenal or 586-307-4208 at Selfridge.

H.27.6. Wetlands. 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.

H.27.6.1. Permits. All permit application packages must be submitted to the COR for review and approval prior to submittal to city, county or state offices for approval. Copies of all permits must be provided to COR once approved and issued by the controlling agency. No work can occur without approval permits in place. A copy of each permit must be kept either at the project site or within the project trailer.

H.27.7. Waterways. 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.

H.27.7.1. Permits. All permit application packages must be submitted to the COR for review and approval prior to submittal to city, county or state offices for approval. Copies of all permits must be provided to COR once approved and issued by the controlling agency. No work can occur without approval permits in place. A copy of each permit must be kept either at the project site or within the project trailer.

H.27.8. Wildlife. Migratory birds are protected and cannot be harmed due to construction. Removal of trees or shrubs for purposes of construction or renovation must not result in loss of active bird nests. Inspection of trees and shrubs prior to removal must occur: contact the COR for inspection assistance. Written approval must be received from the COR prior to removal of trees containing nests. Wildlife injured as a result of construction or renovation activities must be immediately reported to the COR.

H.27.9. Wildlife Habitat. When replanting grass or trees, the contractor shall use only species native to the State of Michigan. Trees must be planted as 2.5" or greater diameter ball and burlap plantings. Trees plantings shall occur between April 15 and October 15 of each growing season per calendar year. Trees or shrubs that are removed due to renovation or construction activities shall be replanted on a 2:1 ratio. A professionally developed tree planting plan and/or landscape plan must be provided to the COR for review and must receive their written approval prior to planting. Tree or shrub selection and/or planting must comply with Force Protection Standards. Such plantings must be approved by the COR. The following species of trees are the only trees allowed to be planted:

- a. Black Cherry
- b. Red Maple
- c. Paper Birch
- d. River Birch
- e. Red Oak
- f. American Elm

## H.28. SOIL MANAGEMENT

H.28.1. Purpose. 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. The disturbance of soils on the USAG-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, etc.

H.28.2. Soil shall not be used at other locations on the USAG-DTA and will be disposed of by the contractor off site. This may require testing for contamination before it will be accepted by a landfill. If testing confirms the soil is contaminated or the soil is not acceptable to the landfill, contact the HAZMART for coordination of disposal. If there is a reason to leave soil on site, the DPW and the Contracting Officer must approve the storage. All soil must be tested and free from any contamination. Soil must be free of construction debris. Soil must be managed and stabilized prior to completion of the contract. Fugitive dust must not migrate off the construction site.

H.28.3. Permits. Under certain conditions, soil disturbance may require a state NOC or county SESC permit. 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.

H.28.3.1. All permit application packages must be submitted to the COR for review and approval prior to submittal to city, county or state offices for approval. Copies of all permits must be provided to the COR once approved and issued by the controlling agency. The entire permit must be provided. The permit includes the county cover sheet and all county stamped drawings. No work can occur without approval permits in place. A copy of each permit must be kept either at the project site or within the project trailer.

H.28.4. Inspections. 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 COR on a weekly basis. Any and all erosion control discrepancies must be reported to the COR and must be noted on the inspection log. All known erosion control discrepancies must be corrected within 24 hours of discovery unless otherwise approved by the Contracting Officer's Representative. All corrected erosion control discrepancies must be reported to the COR within 24 hours of the corrected work occurring or the first business day following the corrective work.

H.28.5. Soil erosion and sedimentation control must be maintained at all times on the activity site.

H.28.6. Provide Soil Erosion and Sedimentation Control (SESC) plan to the COR for approval prior to disturbing any soil. The SESC plan must conform to the state of Michigan and Macomb County soil erosion and sedimentation control requirements. Failure to install and maintain approved soil erosion controls may result in project suspension. Soil erosion and sedimentation control must be kept in place until the soil is fully stabilized. Stabilization includes 90 percent density 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. Any disturbance of soil may require adherence to state and county requirements.

H.28.7. SESC Reports. 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 USAG-DTA premises, or disposal in an offsite landfill, or reused at a private property.
- b. The name and location of each USAG-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.

#### H.28.8. Other Information.

- a. The contractor shall 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.
- b. The contractor shall not store excavated materials on USAG-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.
- c. When excavated materials are designated by the COR for storage on site:
  1. The COR will provide an approved location for storage.
  2. Soil must be free of construction debris.
  3. Soil must be managed and stabilized prior to completion of the contract.
  4. Fugitive dust must not mitigate off the storage area.
- d. When excavated materials are designated by the COR for removal off USAG-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 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.
- e. The Government assumes no responsibility for any conclusions or interpretations made by the contractor based on the information made available by the Government. The Government does not 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.

#### **H.29. AIR EMISSIONS.**

H.29.1. All Army actions (projects, events, etc.) on this installation must be considered under the General Conformity Rule (GCR), due to the fact this installation is 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 submitted to the COR.

H.29.2. Emissions. The USAG-DTA's air emissions are restricted. The USAG-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.

H.29.2.1. The USAG-DTA has been issued a synthetic minor air permit from the State of Michigan permit for all emissions at the Detroit Arsenal (DTA).

H.29.2.2. 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.

H.29.2.3. The contractor shall use only low VOC paint as defined in 40 CFR.

H.29.3. Ozone Depleting Chemicals (ODC) requirements:

- 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;
- 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 Class 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 with a copy of the certification submitted to the COR prior to the start of work;
- i. Licenses and equipment certification must be retained on site and copy shall be submitted to the Environmental Management Division (EMD) prior to the start of work;
- j. DOD has a program to retain certain Class I and 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. Cylinders will not be returned to the contractor.

H.29.4. Fugitive Dust. The contractor shall control fugitive dust in and around the work site. The contractor shall establish dust control measures to maintain excavations, stockpiles, haul roads, and other work related areas within or outside the project boundaries free of particulate release that would exceed environmental regulations or would cause a hazard or nuisance. Sprinkling as a control must be repeated to keep area damp. The contractor shall provide sufficient equipment and water source for adequate wetting. Keep haul roads clean of soil or other debris. Contractor shall observe the following guidance:

- a. Dust control measures shall be applied any time dust is generated on construction sites or roads;

- b. Water sprinkling as a control must be repeated as necessary to control fugitive dust from leaving the installation;
- c. All appropriate measures must be used to prevent disturbed soils (sediment and colluvial deposits) from entering adjacent storm sewer inlets and surface waters;
- d. Water used to control dust or clean vehicles must be obtained from a source with backflow prevention;
- e. 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;
- f. DUST CONTROL: Keep dust down at all times, including during non-working periods:
  - 1. Sprinkle or treat with dust suppressants the soil at the site, haul roads, and other areas disturbed by operations;
  - 2. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming;
  - 3. Air blowing will be permitted only for cleaning non-particulate debris such as steel reinforcing bars;
  - 4. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete;
  - 5. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

H.29.5. Indoor Air Quality. The contractor shall prevent dust created during the performance of a contract from migrating outside the work areas. 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.

H.29.6. Air Permit Requirements:

- a. Permit Number #566-96B applies to all work on-site;
- b. Permit to install - projects involving installation of a source of air emissions or modifying a current air emissions source (vent hood, boiler, stationary engine, paint booth, etc.), the contractor shall complete the required permit application and submit it to the Garrison Air Quality Manager, through the COR, 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.

### **H.30. TEMPORARY ENVIRONMENTAL CONTROLS**

H.30.1. 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.30.2. Dust Control. Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing will be permitted only for cleaning non-particulate debris such as steel reinforcing bars. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

H.30.3. Mercury Materials. Mercury is prohibited in the construction, unless specified otherwise, and with the exception of mercury vapor lamps and fluorescent lamps. Dumping of mercury-containing materials and devices such as mercury vapor lamps, fluorescent lamps, and mercury switches, in rubbish containers is prohibited. Remove without breaking, pack to prevent breakage, properly label containers and transport to the HAZMART. Immediately report to the Detroit Arsenal Fire Department and COR any instances of breakage or mercury spillage. The Detroit Arsenal will clean up all contractor mercury spills or breakages. The contractor will reimburse the Government for all costs incurred due to clean up.

H.30.4. GIS Deliverables. All contract Geographic Information Systems (GIS) deliverables that involve maps or other geospatial data must meet the following requirements:

H.30.5. All maps and associated data must comply with the latest version of Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE) available from the CADD/GIS Technology Center at <https://cadbim.usace.army.mil/>. This data will be organized using SDSFIE 2.60 specifications for file, class and attribute nomenclature. Information must be collected at no less than 1:360 scale. This data will meet or exceed National Map Accuracy Standards at those scales and metadata using Federal Geographic Data Committee (FGDC) Content Standards for Digital Geospatial Metadata (CSDGM) for organization. Content will accompany all submissions.

H.30.6. Geospatial data must be delivered in a geo-referenced GIS format (feature-based file structures including one-to-one cardinality between spatial records and attribute records) including attribute data and as specifically outlined in the contract. All geospatial data must be delivered in the North American Datum 1983 (NAD83) projection, Michigan South State Plane Coordinate System, using U.S. Foot units.

H.30.7. Survey Grade Global Position Systems (GPS) or comparable traditional survey methods will be used to collect geospatial data (e.g., northing, easting, and elevation above or below the Earth's surface) for all contract activities where geospatial data is involved. This data will be obtained at the time of construction and prior to burial in the case of underground utilities. This data must be delivered to the installation in an open Relational Database Management System (RDBMS) with the associated attribute data. Examples include but are not limited to obtaining precise GPS data for new waterline endpoints, connections, and connected valves prior to burial.

### **H.31. AFFIRMATIVE PROCUREMENT**

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

#### **H.31.1. GENERAL**

### H.31.1.1. 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.

H.31.1.2. 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.

H.31.1.2. 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.

H.31.1.3. 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.

H.31.1.4. 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](https://usagmi.army.mil/sites/directorates/green_procurement_chart.doc)

H.31.1.5. 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.

H.31.1.6. 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.

#### H.31.2. 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

#### H.31.3. SUBMITTALS

H.31.3.1. 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*.

#### H.31.4. DEFINITIONS 3 GREEN PROCUREMENT TERMINOLOGY

H.31.4.1. 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.

H.31.4.2. 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>.

H.31.4.3. 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.

H.31.4.4. 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>.

H.31.4.5. 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>.

H.31.4.6. 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.

H.31.4.7. 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.

H.31.4.8. 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.

H.31.4.9. 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.

H.31.4.10. Material Specification means a specification that stipulates the use of certain materials to meet the necessary performance requirements.

H.31.4.11. 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.

H.31.4.12. Performance Specification - a specification stating the desired product operation or function but not specifying its construction materials.

H.31.4.13. 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.

H.31.4.14. 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".

H.31.4.15. 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.

H.31.4.16. 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.

H.31.4.17. 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.

H.31.4.18. 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.

H.31.4.19. Unreasonable Price - is the cost of a recycled item exceeding the cost of a non-recycled item.

#### H.31.5. REGULATORY BACKGROUND

H.31.5. 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.

#### H.31.6. EXEMPTIONS

H.31.6.1. 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.

H.31.7. 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.

H.31.8. 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.

H.31.9. 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.

H.31.10. 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.

H.31.11. 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/ecycle.htm](http://www.unicor.gov/about/ecycle.htm)

FEMP: [http://oahu.lbl.gov/cgi-bin/search\\_data.pl](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](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>

## 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](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 Trading 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](mailto: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 \$50.00 for each calendar day of delay until the work is completed or accepted.

(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: 0XYJ5
- Issue and Admin DoDAAC Code: W56HZV
- Ship-To DoDAAC Code: W56JK7
- Accept-By DoDAAC Code: W56JK7
- Payment DoDAAC Code: HQ0302

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: Erik Berardi
- Alternate Acceptor e-mail: erik.berardi.civ@mail.mil
  
- Contract Specialist Name: SSG Eric Kirkpatrick
- Contract Specialist e-mail: eric.l.kirkpatrick.mil@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]

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here.

Inspection: DESTINATION

Acceptance: DESTINATION.

[End of Clause]

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Statement of Work dated 23 May 2014

Appendices, A-1 - H

Scope of Work Drawings dated 23 May 2014

Davis-Bacon Wage Determination MI140091

Presolicitation RFIs with Government Responses