

Part 2 General Requirements

PART 2

GENERAL REQUIREMENTS

4/14

1.0 DEFINITIONS

As used throughout the contract, the following terms shall have the meaning set forth below:

Contracting Officer (KO): The individual designated to administer the contract. Throughout this contract this individual will be responsible and possess the authority to act on behalf of the Government with respect to the specific contract.

Contracting Officer Representative (COR): The individual designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and technical management of the effort required and should be contacted regarding questions or problems of a technical nature.

Contractor: The term Contractor refers to both the prime Contractor and subcontractors, including the Designer of Record.

Designer of Record (DOR): Licensed architect/engineer working as subcontractor to or partner with prime Contractor who provides design for this contract.

Quality Control (QC): Contractor's system to control the quality of design, material, equipment and construction.

Quality Assurance (QA) Program: Government's program to evaluate the effectiveness of the Contractor's quality control. The Government's QA Program is not a substitute for the Contractor's QC Program.

Federal Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day; Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Contract: Contract or task order.

2.0 ORDER OF PRECEDENCE

NFAS Clause 5252.236-9312. In the event of conflict or inconsistency between any of the below described portions of the confirmed contract, precedence shall be given in the following order:

- a. Any portions of the proposal or final design that exceed the requirements of the solicitation.
 - 1) Any portion of the proposal that exceeds the final design.
 - 2) Any portion of the final design that exceeds the proposal.
 - 3) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.

- b. The requirements of the solicitation, in descending order of precedence:
- 1) Standard Form 1442, Price Schedule, and Davis Bacon wage rates.
 - 2) Part 1 - Contract Clauses.
 - 3) Part 2 - General Requirements.
 - 4) Part 3 - Statement of Work/Project Program Requirements.
 - 5) Part 6 - Attachments (excluding Concept Drawings).
 - 6) Part 5 - Prescriptive Specifications, exclusive of performance specifications.
 - 7) Part 4 - Minimum Materials, Engineering and Construction Requirements, exclusive of prescriptive specifications.
 - 8) Part 6 - Attachments (including Concept Drawings).

3.0 POST AWARD KICKOFF MEETING (PAK)

Prior to commencement of design, and within 21 calendar days of award, meet with representatives of the Contracting Officer, installation and client to present the concept design for discussion and acceptance. The project team will develop a mutual understanding relative to the approved proposal, safety program, environmental permits and requirements, quality control procedures, and design and construction schedule. During the meeting, Contractor shall propose and gain acceptance for any critical path work activities requiring advance submittal and approval. If the contract includes work on any fire protection system, including fire alarm and mass notification systems, the Contractor and the appropriate DOR shall meet with the NAVFAC Fire Protection Engineer (FPE) to establish clear expectations of fire protection requirements of the project.

The Contractor's key personnel shall attend at the expense of the Contractor. Key personnel are defined as the Project Manager, Superintendent, CQC representative(s), DOR, major subcontractors and specialized supplementary personnel.

The PAK includes partnering, held during normal work hours with the non-labor -related costs shared by both parties. Partnering is a structured process, as well as philosophy of doing business with Contractors and clients that recognizes common goals through communication and teamwork. It helps create an environment where trust and teamwork prevent disputes, foster good working relationships to everyone's benefit, and facilitate the completion of a successful contract. If included in Attachment A, a Performance Assessment Plan that provides monthly performance feedback to the Contractor, will be discussed during the partnering session.

Key personnel will meet to identify strategies to ensure the project is carried to expeditious closure and turnover to the Client. Start the turnover process at the PAK Meeting utilizing the NAVFAC Red Zone (NRZ) Checklist and convene the Facility Turnover Meetings once the project has reached approximately 75% completion or 3 to 6 months prior to Beneficial Occupancy Date (BOD), whichever comes first. The Contracting Officer's Representative will lead the meetings and guide the discussions based on an agenda provided by the Government. The Facility Turnover effort shall fill in the NRZ Checklist including Contractor, Client, and NAVFAC Checklist

Items and assign a person to be responsible for each item and a due date. The Contracting Officer's Representative will facilitate the assignment of responsibilities and fill out the NRZ Checklist. The Contracting Officer's Representative shall develop a Plan of Action and Milestones (POAM) for the completion of all Contractor, Client, and NAVFAC Checklist items.

4.0 DESIGN

Design is the work necessary to ensure functionality, quality, and safety for critical facets of the project. Special coordination requirements, such as for phone, LAN and cable, are included in Attachment A.

- a. Provide work in compliance with the following design standards and codes, as a minimum. Government standards listed in this RFP take precedence over industry standards.
- b. This RFP references published standards, the titles of which can be found in the *Unified Master Reference List (UMRL)* on the Whole Building Design Guide at the Unified Facilities Guide Specification (UFGS) Website. The publications referenced form a part of this specification to the extent referenced.

The advisory provisions of all codes, requirements, and standards shall be mandatory; substitute words such as "must" or "required" for words such as "shall", "should", "may", or "recommended," wherever they appear. The results of these wording substitutions incorporate these code and standard statements as requirements. Reference to the "authority having jurisdiction" shall be interpreted to mean Contracting Officer or Contracting Officer Representative. Comply with the required and advisory portions of the current edition of the standard at the time of contract solicitation.

The following list of codes and standards is not comprehensive and is augmented by other codes and standards referenced and cross-referenced in the RFP. Refer to Parts 3 and 4 for specific requirements within other UFC's.

- 1) UFC 1-200-01, *General Building Requirements*
 - 2) UFC 1-300-08, *Criteria for Transfer and Acceptance of Military Real Property*
 - 3) UFC 1-300-09N, *Design Procedures*
 - 4) UFC 3-560-01, *Electrical Safety, O&M*
 - 5) UFC 3-600-01, *Fire Protection Engineering for Facilities*
 - 6) UFC 3-600-10N, *Fire Protection Engineering*
 - 7) UFC 3-800-10N, *Environmental Engineering for Facility Construction*
 - 8) UFC 4-010-01, *DoD Minimum Antiterrorism Standards for Buildings*
 - 9) UFC 4-020-01, *Security Engineering: Facilities Planning Manual*
- c. Part 3 contains the project description, functional and performance requirements, scope items, and expected quality levels that exceed Part 4. Part 4 identifies design criteria,

verification requirements, and performance and quality requirements of products. See "Order of Precedence" paragraph in Part 2 for relationships between all parts of this RFP.

- d. Provide professional registration and design signing and stamping requirements per requirements of UFC 1-300-09N, *Design Procedures*.
- e. See Attachment A for project-specific submittal requirements.

5.0 FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS

Work shall comply with applicable criteria identified herein and Attachment A. Any project including work on means of egress, fire rated elements, Fire Suppression, Mass Notification, or Fire Alarm Systems shall require the services of a Registered Fire Protection Engineer per Attachment A.

- a. Final Life Safety/Fire Protection Certification Documentation: Unless otherwise specified in Attachment A, provide certification that all life safety and fire protection features and systems have been installed in accordance with applicable criteria, the contract documents, approved submittals, and manufacturer's requirements. This certification shall summarize all life safety and fire protection features.

6.0 QUALITY CONTROL

Maintain quality control for and inspect all work under the contract. The DOR, as a member of the Contractor QC organization, shall remain directly involved during the construction process. For certain projects, the Quality Control Manager, Superintendent, and Site Safety and Health Officer may be combined - see paragraphs 6 and 34 in Attachment A. Further QC requirements are identified in Attachment A.

- a. Submit a QC Plan for Government review and acceptance. The QC plan shall include the following:
 - 1) NAMES, QUALIFICATIONS and RESPONSIBILITIES: For each person in the QC organization (design and construction).
 - 2) OUTSIDE ORGANIZATIONS: Outside organizations, including architectural and consulting engineering firms and a description of the services these firms will provide.
 - 3) INITIAL SUBMITTAL REGISTER (DESIGN & CONSTRUCTION): Include submittal reviewer, estimated date of delivery, and identify which design submittals require Government approval prior to construction, and which construction submittals require DOR or Government approval prior to construction.
 - 4) TESTING LABORATORIES: Accredited laboratories as applicable.
 - 5) TESTING PLAN AND LOG: Tests required, referenced by specification paragraph number requiring the test, frequency, and person responsible for each test.
 - 6) LIST OF DEFINABLE FEATURES: A Definable Feature of Work (DFOW) is a task,

which is separate and distinct from other tasks, and has the same control requirements and work crews.

7) COMMUNICATION PLAN: Provide a plan for key decisions and possible problems the Contractor and Government may encounter during the design phase of the project. Communication Plan shall indicate the frequency of design meetings and what information is covered in those meetings, key design decision points tied to the Network Analysis Schedule and how the DOR plans to include the Government in those decisions, peer review procedures, interdisciplinary coordination, design review procedures, and comment resolution.

b. QC Manager Responsibilities:

1) Participate in the Post Award Kick-off, Partnering, Design Development and Coordination Meetings and Production Meetings.

2) Ensure that no construction begins before the DOR has signed and stamped the design for that segment of work, and design and construction submittals are approved as required in Attachment A and the QC Plan.

3) Immediately stop any work that does not comply with contract plans and specifications, and direct the removal and replacement of any defective work.

4) Prepare QC Reports.

5) Hold biweekly QC meetings with DOR, Superintendent and Government technical team; participation shall be suitable for the phase of work.

6) Ensure that safety inspections are performed. Attend weekly Toolbox meetings.

7) Maintain submittal log.

8) Maintain updated as-built drawings on site.

9) Maintain testing plan and log. Ensure that all testing is performed per contract.

10) Maintain deficiency log on site, noting dates deficiency identified, and date corrected.

11) Certify and sign statement on each invoice that all work to be paid under the invoice has been completed in accordance with contract requirements.

12) Perform Punch-out and Pre-final inspections, and participate in Final Inspections. Establish list of deficiencies; correct prior to the Final inspection.

13) Ensure that all required keys, operation and maintenance manuals, warranty certificates, and the As-built drawings are submitted to the Contracting Officer.

c. Use the Three Phases of Control process for construction QC.

1) Preparatory Phase: Review all applicable documents for compliance with all applicable laws, codes, regulations, and the requirements of the contract, including contract drawings and specifications. Determine requirements for testing and certification. Review submittal approvals for materials, equipment, shop drawings, and applicable methods of construction and installation. Include all Preparatory Phase items in the QC

Report.

2) Initial Phase: Observe and inspect the initial portion of the work performed under a DFOW to establish the quality of the workmanship, resolve conflicts in construction, ensure that testing is done and certified as required, and to check all work procedures to ascertain the work is in conformance with required safety requirements. Record and report nonconforming work and work not of acceptable quality and requiring correction or rework. Include all Initial Phase items, along with initial phase checklist and, in the QC Report.

3) Follow-Up Phase: Occurs at the completion of each DFOW. Ensure the work is in compliance with contract requirements, quality of workmanship for all work is maintained, and all work performed meets safety requirements. Include all Follow-Up Phase items, including date, in the QC Report.

- d. The QC Manager must possess a current certificate showing successful completion of the NAVFAC Contractor Quality Management (CQM) Training.

7.0 SUBMITTAL PROCESS

Provide to the Government submittals as listed. See Paragraph 4, DESIGN, and Attachment A for specific design and construction submittal format and approval and surveillance requirements. Design drawings may be prepared more like shop drawings to minimize construction submittals after final designs are approved. Therefore, the Contractor is encouraged to prepare and submit with the design drawings, appropriate connection, fabrication, layout, and product specific drawings.

- a. QC Plan, prior to Design/Construction (may be phased).
- b. Design and construction submittals, prior to construction, approved IAW QC Plan, the DOR or QC Specialist is the approving authority for submittals unless otherwise indicated in Attachment A.
- c. . DOR-approved design and construction submittals identified in Attachment A for Government surveillance (typically Fire Protection system and Life Safety submittals). Stamp the submittals "FOR SURVEILLANCE ONLY." Submit Surveillance submittals to the Government prior to starting work for that item. Submittals required for surveillance will be returned only if corrective actions are required.
- e. Material Safety Data Sheets (MSDS) as applicable.
- f. Schedule: Provide detailed design schedule and preliminary construction schedule, due prior to PAK.
- g. Environmental Protection Plan, prior to start of the work.
- h. Contractor Safety Self-Evaluation Checklist.

- i. Accident Reports - submit if incidence occurs.
- j. Safety Submittals: Per Paragraph 34 and Attachment A, prior to construction.
- k. Schedule of Prices, initial due 21 calendar days after award and a detailed due prior to construction.
- l. Budget Management Summary: Per Attachment A.
- m. Record Drawings, due at Beneficial Occupancy
- n. Operation and Maintenance Information: Per Paragraph 23, Part 2 Attachment A, and Part 4. Due prior to testing as applicable, no later than 30 calendar days before Beneficial Occupancy.
- o. Licenses and Permits: Per Attachment A and Part 4.
- p. DD Form 1354: For all new construction, demolition, and any construction on an existing facility that adds new parts, items, or systems that are not maintenance or repair; e.g. replacement of windows, replacement of roofs, replacement of an exterior utility, adding an AC system, adding exterior lighting, the DOR shall prepare DD Form 1354 TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY, in accordance with UFC 1-300-08, available at http://65.204.17.188/report/doc_ufc.html . Submit form for Government approval a minimum of 30 calendar days prior to final acceptance of work.

8.0 SUPERVISION

The Contractor shall have a supervisor fluent in English on the job site during working hours. Additional requirements per Attachment A.

9.0 SCHEDULE

Prepare and maintain project schedules using Primavera P6, see Attachment G in Part 6 of this RFP – Network Analysis Schedules for Design-Build. Provide Design and Construction Schedule adequate for Contractor to efficiently manage project and for Government to efficiently manage QA and scheduling interfaces. Include construction phasing and any work restrictions (such as occupied spaces, special hours, potential work disruptions). Schedule shall contain DFOWs and dates for completion of each task including material procurement, and construction activities. Update the schedule at least monthly; use 3-week look-ahead for each QC meeting.

10.0 BUDGET MANAGEMENT

The Contractor shall be responsible for budget management throughout the entire project. It is the intent of the Government to partner with the Contractor to maximize project value while strictly controlling contract modifications and maintaining overall fiscal control. When required in Attachment A, develop a Budget Management System for each phase of the design.

11.0 PRECONSTRUCTION CONFERENCE

Prior to construction or demolition start, meet with representatives of the Contracting Officer to discuss and develop mutual understanding relative to administration of the safety programs, environmental issues, safety of building occupants and surrounding area, hazardous materials, waste disposal, construction QC procedures, construction schedule, labor provisions and other construction phase contract procedures. The Preconstruction Conference shall reinforce partnering philosophy initially established during the PAK.

12.0 ACCESSIBILITY

Not Used.

13.0 CONTRACTOR'S PRODUCTION REPORTS

Submit Contractor Production Reports on forms furnished for this purpose. Complete the reports daily unless otherwise requested by the Contracting Officer. Reports shall include:

- a. Worker hours by classification, move-on and move-off of construction equipment furnished by the prime, subcontractor or the Government, and materials and equipment delivered to the site.
- b. Safety meetings, checks and inspections.
- c. Disposition of Construction Waste Material: Per Waste Management Plan and per Environmental Protection Plan.
- d. Design and Construction Services: Including, but not necessarily limited to:
 - 1) Check all Contract Documents for correctness and correlation. If the Contractor notes any discrepancy or ambiguity, immediately notify the COR.
 - 2) Examine the work site as to conditions affecting the work. Field verify the site and scope of work, including but not limited to the measurement and location of all significant items required to perform the work. Failure by the Contractor to familiarize oneself with available information regarding these conditions shall not relieve the Contractor from the responsibility of successfully completing the work.

14.0 SCHEDULE OF PRICES

Submit on forms furnished by the Government. The initial schedule of prices may be preliminary for construction activities until the design is developed. Include a detailed breakdown of the contract price, with quantities for each kind of work. Include General Conditions, profit, and overhead in the unit prices. Break down into design and each construction category if stated in Attachment A. The Contractor may invoice for bonds once the Government has approved the bonds, however, no other requests for payment will be processed without an approved Schedule of Prices.

15.0 CONTRACTOR INVOICES

Contractor requests for payment shall conform and will be processed in accordance with the requirements of FAR 52.232-5 and FAR 52.232-27.

- a. Content of Invoice: Requests for payment in accordance with the terms of the contract shall consist of the following: (If NFAS Clause 5252.232-9301 is present in the contract, documents shall be provided as attachments in Wide Area Workflow (WAWF). The maximum size limit per attachment is less than 2 megabytes, but you may have an unlimited number of attachments. If a document cannot be attached to WAWF due to system or size restrictions it shall be provided as instructed by the contracting officer). If NFAS Clause 5252.232.9301 is not present in the contract, follow the invoicing instructions provided in the contract.
 - 1) Contractor's Invoice on NAVFAC Form 7300/30, which shall show, in summary form, the basis for arriving at the amount of the invoice.
 - 2) Contractor's Monthly Estimate for Voucher (LANTNAVFACECOM Form 4-4330/110 (New 7/84)), with subcontractor and supplier payment certification.
 - 3) Affidavit to accompany invoice (LANTDIV NORVA Form 4-4235/4 (Rev. 5/81)).
 - 4) Updated copy of submittal register.
 - 5) Updated copy of progress schedule. Furnish as specified in "FAR 52.236-15, Schedules for Construction Contracts."
 - 6) Network mathematical analysis.
 - 7) Contractor Safety Self Evaluation Checklist (original)
 - 8) Final release (for final payment only)
- b. Payment:
 - 1) Payment will be made on Contractor's submission of itemized requests and will be subject to reduction for overpayments or increased for underpayments from previous payments. The Government may withhold payment or reduce payments for the following:
 - a) Defects in material or workmanship.
 - b) Claims the Government may have against the Contractor under or in connection with this contract.
 - c) Contractor's failure to submit an updated schedule.
 - d) Payroll violations.
 - e) Unless otherwise adjusted, repayment to the Government upon demand for overpayments made to the Contractor.
 - 2) Payments may be made for materials, stored off construction sites, under the following conditions:

- a) Conditions described in Attachment A.
- b) Materials adequately insured and protected from theft and exposure.
- c) Materials not susceptible to deterioration or physical damage in storage or in transit to the job site are acceptable for progress payments. Items such as steel, machinery, pipe and fittings and electrical cable are acceptable, but items such as gypsum board; glass, insulation and wall covering are not.
- d) Materials in transit to the job or storage site are not acceptable for payment.
- e) Conditions specified in FAR 52.232-5(b) Payments Under Fixed Price Construction Contracts.

16.0 PROTECTION OF GOVERNMENT PROPERTY

Take special care to protect Government property. Return areas damaged as a result of construction under this contract to their original condition. In addition to FAR 52.236-9, *Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements*, perform the following:

- a. Remove or alter existing work or facilities in such a manner as to prevent injury or damage to any portion of the existing work or facilities that remain.
- b. Repair or replace portions of existing work altered during construction operations to match existing or adjoining work, as approved by the Contracting Officer. At the completion of operations, existing work shall be in a condition equal to or better than that which existed before new work started.
- c. Preserve the natural resources in accordance with the approved environmental protection plan.

17.0 EXISTING UNDERGROUND UTILITIES

Verify on-site utilities and have them marked out by a utility locator service prior to the start of construction. Where existing piping, utilities, oil and gas lines, and underground obstructions of any type that are to remain are indicated in locations to be traversed by new piping, ducts, and other work provided herein, and such are not indicated or specified to be removed, the elevations of the existing utilities and obstructions shall be determined before the new work is laid closer than the nearest manhole or other structure at which an adjustment in grade could be made. Obtain required dig permits and notify the Contracting Officer 21 calendar days prior to any excavation. Refer to Attachment A for specific station requirements.

18.0 LICENSES / PERMITS

Obtain all appointments, licenses, and permits required to perform work under this contract at no additional expense to the Government. See "Permits Record of Decision" (PROD) form for list of permits. Comply with all applicable federal, state, and local laws, and base regulations and procedures. Provide evidence of such permits and licenses to the Contracting Officer before work

commences and at other times as requested by the Contracting Officer (see FAR 52.236-7, *Permits and Responsibilities*). Coordinate permit applications with Navy or local environmental office.

The contractor shall submit a complete PROD form with the first design submittal package. A blank PROD form can be obtained at the Download Tab of Part 6 of the NAVFAC Design-Build website at the following link <http://ndbm.wbdg.org/system/html/6/453> . Contractor shall determine correct permit fees and pay said fees. Copies of all permits, permit applications, and the completed PROD form shall be forwarded to the Government's Civil Reviewer and Environmental Reviewer.

Contractor is exclusively responsible for his full compliance with patent laws and shall affirm that the company is licensed to use equipment and processes the company shall employ in this project.

19.0 CONTRACTOR WORK SITE

Limit use of the premises for work and for storage of material and equipment associated with the contract. Unless otherwise specified or separately agreed to, Government owned material handling equipment, transportation equipment or general tools will not be available for Contractor's use. Clean work area daily and after completion of the work, removing all loose debris and disposing of all non-permanent materials IAW the contractor's Waste Management Plan.

- a. **Temporary Facilities:** The Contractor may provide his own office facilities; coordinate and obtain advance approval from the Contracting Officer. Provide and maintain suitable sanitary facilities within the construction limits of the contract. Dispose of sanitary waste in accordance with the applicable laws, and local regulation.
- b. **Contractor-Furnished Equipment:** Equipment is subject to the inspection and approval of the Contracting Officer, prior to and during the life of the contract. All equipment and vehicles shall display readily visible Contractor identification markings. Relocate stored Contractor equipment which may interfere with operations of the Government or with others on-site.
- c. **Contractor-furnished Material:** Protect and secure products stored at this site.
 - 1) All replacement units, parts, components, and materials to be used in the maintenance, repair and alteration of facilities and equipment shall be new and compatible with the existing equipment on which it is to be used, and shall comply with applicable Government, commercial, or industrial standards such as Underwriter's Laboratories, Inc., and National Electrical Manufacturers Association.
 - 2) In addition, submit a current certificate recognized by the State or local authority that states the Contractor has completed at least 10 hours of training in backflow preventer installations.

20.0 TEMPORARY UTILITIES

- a. The Government will provide water and power in reasonable quantities at the prevailing rates.

- b. All labor, material, and equipment necessary to affect temporary utility tie-ins, including transformers if necessary, shall be at the expense of the Contractor and under the surveillance of the Contracting Officer.
- c. The Contractor shall be responsible for any damages to Government, private or public facilities and property that may result from the installation and removal of these temporary utility tie-ins. Corrections and repairs shall be made at the Contractor's expense.
- d. The actual location and installation of the temporary tie-in, together with any interruptions of utilities systems, shall be identified and approved by the Contracting Officer prior to execution. Notify the COR and Station Utilities 15 calendar days prior to any tie-ins.
- e. Permanent utility systems, when indicated, will be available for tie-in.
- f. Telephone and Data Service: Make arrangements with local telephone company, NMCI and other pertinent base communication departments.
- g. Maintain utility services to existing facilities surrounding the site at all times during construction.
- h. Contractor shall install and certify back flow preventers on all connections to the potable water supply system.

21.0 ENVIRONMENTAL CONTROLS AND PROTECTION

Unforeseen Hazardous Conditions: Do not disturb hazardous materials and report condition immediately to the Contracting Officer potentially hazardous conditions that are uncovered or the Contractor becomes aware of that have not been identified in the RFP. This includes hazardous components and materials and contamination (see UFC 3-800-10N, *Environmental Engineering for Facility Construction*, for more information). This includes conditions that are not only hazardous to humans but wildlife, marine life and the environment. Stop work in the area of the questionable material or condition until identification and direction is provided.

22.0 WASTE MANAGEMENT

Develop a Waste Management Plan that identifies all recyclable material and disposal methods for all material. Contractor shall reduce, recycle or salvage as much waste material as possible with a goal of diverting at least 50% of construction waste from landfill. Address waste reduction, recycling and salvage as part of the waste management plan. Report volume or weight of disposed and recycled materials. Report destination of debris diverted from disposal. The Contractor is responsible for removing and disposing of all waste materials generated. Consider all material recyclable or reusable, unless clearly demonstrated the material requiring disposal is waste material.

23.0 RECORD DRAWINGS AND OPERATION & MAINTENANCE (O&M) DATA

Furnish hard copy and electronic format for all as-built and O&M information. Record drawings shall incorporate all changes to the approved final design. Provide O&M data for as-built products, materials, and equipment, including data sheets, test reports, warranties, certificates, list of spare parts suppliers for all pieces of equipment, and approved construction submittals. Refer to Attachment A.

24.0 WARRANTY

Warrant all materials and work for not less than one year after final acceptance of the work, except as otherwise indicated in this RFP. If required to provide remedial repair of previously installed work due to latent defect or unacceptable work performance, warrant the repaired work for one year after the completion and acceptance of the repair. For warranted items, furnish the manufacturers' original written warranty accompanied by a copy of the supplier's receipt showing place of purchase, telephone number of supplier, address, delivery order number if applicable, and ticket number.

25.0 PERFORMANCE EVALUATIONS

The evaluation will take into account all aspects of the Contractor's performance, including evaluations from Performance Assessment Plans when included in Attachment A. Performance evaluations may be completed any time during the contract. The Government will provide a copy of the performance evaluation and an opportunity to discuss the evaluation. The performance evaluations will have an impact on the award of future contracts.

26.0 WORK HOURS, ACCESS AND PASSES

All Contractor employees, including subcontractors, and subcontractors' employees, suppliers, and suppliers' employees shall be required to comply with the Installation Security Requirements regarding personnel, vehicle, and equipment security passes and access the jobsite. Nothing in the contract shall be construed in any way to limit the authority of the Commanding Officer to prescribe new, or to enforce existing security regulations governing the admission or exclusion of persons and the conduct of persons while aboard the station, including but not limited to, the rights of search of all persons or vehicles aboard the station.

Coordinate with the Contracting Officer for specific security and access requirements.

- a. Access to Buildings/ Occupied Buildings: The Contractor may work in or around existing occupied buildings. The Contractor is responsible, via the Contracting Officer, to obtain access to building and facilities and arrange for them to be opened and closed. Do not enter the building(s) without prior approval of the Contracting Officer. Keep the existing buildings and their contents secure at all times. Provide temporary closures as required to maintain security. Contract personnel will not be permitted in security-regulated buildings or areas unless cleared by the Security Officer.
- b. Passes and Badges: Contractor employees and representatives performing work under this contract are required to be either United States citizens or documented legal residents (status verified by prime contractor). All Contractor employees shall obtain the required employee and vehicle passes. Follow guidance per Attachment A for bases that

participate in the Navy Commercial Access Control System (NCACS). Each employee shall wear the Government issued badge over the front of the outer clothing. Failure to obtain security and base access passes shall not be a cause for contract performance time extension. The Contractor shall immediately turn in all terminated employee's badges to the issuing office.

1) Personnel will be issued appropriate identification badges when the Contractor submits, in writing on company letterhead, a list indicating that all individuals are bona fide employees. Employees shall complete questionnaires and other forms as required for security. Allow 14 calendar days for background checks and processing. The list shall contain the following information:

- a) Name of employee
- b) Social Security Number
- c) Date of Birth
- d) Place of Birth
- e) Citizenship, Statement of (U.S.) or proof of documented legal residency

f) Employment Eligibility Verification Form (DHS FORM I-9). This form is available at <http://uscis.gov/graphics/formsfee/forms/files/I-9.pdf>

- c. Contractor Vehicles: All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair. The company name shall be displayed in a clearly visible manner and size on each Contractor vehicle used in the course of work. Registration, proof of insurance and driver's licenses are required to obtain a station vehicle pass.
- d. Work Hours: Unless otherwise indicated, work will be located on a Government compound, military installation, or station. Contractor work hours shall be between 0630 and 1700 Monday through Friday, or as indicated in Attachment A. Obtain advance approval from the Contracting Officer for Contractor personnel to remain on site beyond normal working hours. Notify the Contracting Officer at least 48 hours in advance to obtain approval for access to the jobsite or work outside of normal working hours or on Saturday, Sunday, and Federal Holidays.
- e. Contractor Personnel: Provide the Contracting Officer the name(s) of the supervisory person(s) authorized to act for the Contractor. Provide, and update as required, a list of the key personnel for the Contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency.
- f. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. Remove from the site any individual whose continued employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the best interests of National Security.

27.0 SECURITY REQUIREMENTS

All security requirements apply to all subcontractors and suppliers associated with this contract. Special or extraordinary security requirements are identified in Attachment A. In addition to special or extraordinary security requirements, comply with the following:

- a. Do not publicly disclose any information concerning any aspect of the materials or services relating to this contract, without prior written approval of the Contracting Officer.
- b. Do not disclose or cause to be disseminated any information concerning the operations of the activity's security or interrupt the continuity of its operations.
- c. Do not disclose any information to any person not entitled to receive it. Failure to safeguard any classified information that may come to the Contractor or any person under his control, may subject the Contractor, his agents or employees to criminal liability under 18 U.S.C., Sections 793 and 798.
- d. Direct to the Contracting Officer and or Installation Security Officer for resolution all inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information.
- e. Coordinate photography requirements with the Contracting Office. Some areas restrict or prohibit photographing Government property.

Deviations from or violations of any of the provisions of this paragraph, will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and withdrawal of the Government's acceptance and approval of employment of the individuals involved.

28.0 REQUIRED INSURANCE

Within 15 calendar days after award, furnish the Contracting Officer a Certificate of Insurance as evidence of the following insurance coverage amounts not less than the amount specified below in accordance with FAR Clause 52.228-5, *Insurance Work On A Government Installation*:

- a. Comprehensive General Liability: \$500,000 per occurrence.
- b. Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage.
- c. Worker's Compensation: As required by Federal and State Worker's compensation and occupational disease and other laws.
- d. Employer's Liability Coverage: \$100,000, except in states where worker's compensation may not be written by private carriers.

- e. Others as required by Italian laws.
- f. Above insurance coverages are to extend to Contractor personnel operating Government owned equipment and vehicles.
- g. The Certificate of Insurance shall provide for 30 calendar days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in Attachment A.

For projects which require removal of asbestos containing materials the Asbestos Contractor or Subcontractor, as the case may be shall provide occurrence-based liability insurance with asbestos coverages in an amount not less than \$1,000,000 and shall name the Government and PQP as additional insureds.

29.0 PROPRIETARY RIGHTS

All field notes, design drawings, specifications, and other documents collected and produced as part of this contract shall be considered property of the Government. These data shall not be used, in whole or part, published or unpublished, as a part of any technical or non-technical presentation without written pre-approval of the Contracting Officer.

30.0 GOVERNMENT FURNISHED MATERIAL AND EQUIPMENT

If applicable, the Government will furnish the materials and equipment for installation by the Contractor pursuant to contract clause FAR 52.245-2, *Government Property (Fixed Price Contracts)*. Notify the Contracting Officer in writing at least 15 calendar days before the materials and equipment are required. Pick up materials and equipment no later than 30 calendar days after such date. When materials and equipment are not picked up by the 30th day, the Contractor will be charged for storage at the prevailing rate. The Contracting Officer will specify the location of materials and equipment and the delivery location.

31.0 ORAL MODIFICATION

No oral statement by any person other than the Contracting Officer, as provided in the contract clause entitled, "CHANGES AND CHANGED CONDITIONS," will in any manner or degree modify or otherwise affect the terms of this contract.

32.0 NO WAIVER BY THE GOVERNMENT

The failure of the Government in any one or more instances to insist upon strict performance to any of the terms of this contract or to exercise any option herein conferred shall not be construed

as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or options on any future occasion.

33.0 EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS

- a. Whenever the Contractor submits a claim for equitable adjustment under a clause which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the clause entitles the Contractor, including, but not limited to, adjustment arising out of delays or disruptions.
- b. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived: (1) any adjustments to which he otherwise might be entitled under the clause where such claim fails to request such adjustments; and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.
- c. The Contractor agrees that, if required by the Contracting Officer, it shall execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment. The Contractor further agrees that such release shall discharge the Government, including its officers, agents, and employees, from any further claims, including, but not limited to, further claims arising out of delays or disruptions caused by the aforesaid change.

34.0 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

- a. References: The publications listed below form a part of this specification to the extent referenced. Use current version of referenced requirements at the time of contract solicitation. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z359.1, *Safety Requirements for Personal Fall Arrest System, Subsystems and Components*

ANSI A10.32, *Fall Protection systems for Construction and Demolition Operations*

ANSI A10.6, *Demolition Operations*

ANSI Z9.2, *Fundamentals Governing the Design and Operation of Local Exhaust Systems*

ANSI Z88.2, *Respiratory Protection*

ANSI Z358.1, *Emergency Eyewash and Shower Equipment*

ASME INTERNATIONAL (ASME)

ASME B30.22, *Articulating Boom Cranes*

ASME B30.3, *Construction Tower Cranes*

ASME B30.5, *Mobile and Locomotive Cranes*

ASME B30.8, *Floating Cranes and Floating Derricks*

AMERICAN SOCIETY OF TESTING AND MATERIALS (ASTM)
ASTM Standards on Lead-Based Paint Abatement in Buildings
ASTM E 1368, *Visual Inspection of Asbestos Abatement Projects*

DEPARTMENT OF DEFENSE (DoD)
MIL-STD-1472F, Military Standard, *Human Engineering Design Criteria for Military Systems, Equipment and Facilities*
DoD-HDBK 743A, *Anthropometry of US Military Personnel*

DEFENSE LOGISTICS AGENCY (DLA)
DLA 4145.25, *Storage and Handling of Compressed Gases and Liquids in Cylinders*

EPA Standards and Documents - General
15 U.S.C. 2601 - *Toxic Substances Control Act*
EPA Title X - *The Residential Lead Based Paint Hazard Reduction Act*
EPA & HUD - *Lead Safe Work Practices*
HUD Guidelines, *Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing*

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
NFPA 241, *Safeguarding Construction, Alteration, and Demolition Operations*
NFPA 51B, *Fire Prevention During Welding, Cutting, and Other Hot Work*
NFPA 70, *National Electrical Code*
NFPA 70E, *Electrical Safety in the Workplace*

U.S. ARMY CORPS OF ENGINEERS (USACE)
EM 385-1-1 Safety -- *Safety and Health Requirements*

UNITED FACILITIES CRITERIA (UFC)
UFC 3-560-01, *Electrical Safety, O&M*

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
29 CFR 1910 *Occupational Safety and Health Standards*
29 CFR 1910.146 *Permit-required Confined Spaces*
29 CFR 1915 *Occupational Safety and Health Standards for Shipyard Employment*
29 CFR 1926 *Safety and Health Regulations for Construction*

- b. Submittals: A "G" following a submittal indicates that Government approval action is required.
- 1) Contractor Accident Prevention Plan (APP), comply with EM 385-1-1, Appendix A; G
 - 2) Contractor Safety Self-Evaluation Checklist; G
 - 3) Monthly Work-Hour Reports
 - 4) Crane Critical Lift Plan; G
 - 5) Accident Reports – submit if incidence occurs.
 - 6) Activity Hazard Analyses, as applicable.
- c. Weight Handling Equipment (WHE) Accident: A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury

or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over).

- d. Contractor Safety Self-Evaluation Checklist: Contracting Officer will provide a "Contractor Safety Self-Evaluation checklist" to the Contractor. Complete the checklist monthly and submit with each request for payment. A score of 90 or greater is required. Failure to submit the completed safety self-evaluation checklist or achieve a score of at least 90, will result in a retention of up to 10 percent of the voucher.
- e. Regulatory Requirements: In addition to the detailed requirements included in this contract, work performed shall comply with USACE EM 385-1-1, and the laws, ordinances, criteria, rules and regulations included in Attachment A. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply. UFC 3-560-01 takes precedence over all other guidance for electrical safety.
- f. Site Safety and Health Officer (SSHO) Qualifications & Duties: SSHO shall perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The assignment of the SSHO does not relieve the Contractor from the regulatory requirements governing safety responsibility. The SSHO on this project can be the site superintendent unless otherwise indicated in Attachment A.

In addition to duties required in EM 385-1-1 the SSHO shall perform the following:

1) Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the daily production report.

2) Attend pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic progress meetings.

Failure to actively apply an acceptable safety program will result in dismissal and a project work stoppage that will remain in effect pending approval of a suitable replacement.

- g. Accident Notification and Reports
 - 1) For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, fill out the Contractor Incident Report (CIR) electronically and submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) within 5 calendar days. The Contracting Officer will provide copies of any required or special forms.
 - 2) For any weight handling equipment accident (including rigging gear accidents), the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of

the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. The Contracting Officer will provide a blank copy of the accident report form.

3) Notify the Contracting Officer as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident. Include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (e.g., type of construction equipment used, PPE used). Preserve the conditions and evidence on accident site until the Government investigation team arrives and Government investigation is conducted.

4) Monthly Work-Hour Reports: Monthly work-hour reporting to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any special forms.

- h. Hot Work: Prior to performing "Hot Work" (e.g., welding, cutting) or operating other flame-producing/ spark-producing devices, request a written permit from the Fire Division. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. It is mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site as required after completion of the task or as specified on the hot work permit.
- i. Hazardous Material Use: Each hazardous material must receive approval prior to being brought onto the job site or prior to any other use in connection with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material.

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, or lead-based paint are prohibited. The Contracting Officer, upon written request may consider exceptions to the use of any of the above excluded materials.

The Request for Proposal should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to FAR 52.243-4, *Changes*, and FAR 52.236-2, *Differing Site Conditions*.

- j. Pre-outage Coordination Meeting: Apply for utility outages at least 15 days in advance. As a minimum, include the location of the outage, utilities being affected, duration of

outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

- k. Fall Hazard Protection and Prevention Program: Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. Include company policy; identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

1) Fall Protection for Roofing Work: Implement all protection controls based on the type of roof being constructed and work being performed. Evaluate the roof area to be accessed for its structural integrity including weight-bearing capabilities for the projected loading.

a) A safety monitoring system is not adequate fall protection for low sloped roofs and is not authorized.

b) Work on steep-sloped roofs, including residential or housing type construction, requires a personal fall arrest system, guardrails with toe-boards, or safety nets.

2) Fall Prevention and Design: During design, consider and eliminate fall hazards encountered at the facility during maintenance evolutions whenever possible. If it is not feasible to eliminate or prevent the need to work at heights with its subsequent exposure to fall hazards, include control measures in the design to protect personnel conducting maintenance work after completion of the project. In addition to the detailed requirements included in the provisions of this contract, incorporate the requirements of 29 CFR 1910 Standards in the design (29 CFR 1915 applies for work in Shipyards).

- l. Weight Handling Equipment: All handling equipment must meet the requirements of NAVFAC P-307 Section 1.7.2.

1) Crane Critical Lift Plan: Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. Submit the plan 15 calendar days prior to on-site work and include the requirements of USACE EM 385-1-1, paragraph 16.C.18. as well as the following:

a) For lifts of personnel, demonstrate compliance with the requirements of 29 CFR 1926.550(g).

b) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim. The amount of list and trim shall be within the crane manufacturer's requirements.

2) Provide a Certificate of Compliance for each crane entering an activity under this contract (see Contracting Officer for a blank certificate). Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and USACE EM 385-1-1 section 16 and Appendix H. The Certificate of Compliance shall state that the crane operator(s) is

qualified and trained in the operation of the crane to be used. Also certify that all of its crane operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti-two block devices). Post these certifications on the crane.

3) Notify the Contracting Officer 15 days in advance of any cranes entering the activity so that necessary quality assurance spot checks can be coordinated. Contractor's operator shall remain with the crane during the spot check.

4) Comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.

5) Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.

6) Under no circumstance make a lift at or above 90% of the crane's rated capacity in any configuration.

7) When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and shall follow the requirements of USACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.

8) Use cribbing when performing lifts on outriggers.

9) Position the crane hook/block directly over the load. Side loading of the crane is prohibited.

10) Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall be available for review by Contracting Officer personnel.

11) Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

12) Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

13) Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. Prior to conducting lifting operations, set a maximum wind speed at which a crane can be safely operated based on the equipment being used, the load being lifted, experience of operators and riggers, and hazards on the work site. Include this maximum wind speed determination in the activity hazard analysis plan for that operation.

- m. Utility Locations and Verification Prior to Excavation: Obtain appropriate digging permit from Base personnel through Contracting Officer prior to digging. All underground utilities in the work area must be positively identified by a private utility locating service in addition to any station locating service and coordinated with the station utility department. Maintain all markings during utility investigation throughout the contract. Locate utilities in accordance with Paragraph 17 and Attachment A.

Physically verify underground utility locations by hand digging using wood or fiberglass

handled tools when any adjacent construction work is expected to come within three feet of the underground system. Use hand digging within 0.61 m (2 feet) of a known utility. If construction is parallel to an existing utility, expose the utility by hand digging every 30.5 m (100 feet) if parallel within 1.5 m (5 feet) of the excavation.

- n. Utilities Within Concrete Slabs: Utilities located within concrete slabs are extremely difficult to identify due to the reinforcing steel used in the construction of these structures. Whenever work involves concrete chipping, saw cutting, or core drilling, the existing utility location must be coordinated with station utility departments in addition to a private locating service. Outages to isolate utility systems shall be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.
- o. Conduct of Electrical Work: Follow electrical safety criteria specified in UFC 3-560-01, USACE EM 385-1-1, and NFPA 70E during the conduct of all work.
- p. Work in Confined Spaces: In addition to the requirements of Section 06.I of USACE EM 385-1-1, OSHA 29 CFR 1910.146 and OSHA 29 CFR 1926.21(b)(6), comply with the following paragraphs. Any potential for a hazard in the confined space requires a permit system to be used.
 - 1) Confined Space Signage: Provide permanent signs integral to or securely attached to access covers for permit-required confined spaces provided by this contract. Signs wording: "DANGER--PERMIT-REQUIRED CONFINED SPACE - DO NOT ENTER -" in bold letters a minimum of 25 mm (one inch) in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 1.52 m (5 feet).
 - 2) Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures.) Review all hazards pertaining to the space with each employee during AHA process.
 - 3) Forced air ventilation is required for all confined space entry operations. Maintain minimum air exchange requirements to ensure exposure to any hazardous atmosphere is kept below its' action level.
 - 4) Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.
- q. Ergonomics Considerations During Design: Design facilities, processes, job tasks, tools and materials to reduce or eliminate work-related musculoskeletal (WMSD) injuries and risk factors in the workplace. Design maintenance access to reduce WMSD risk factors to the lowest level possible. In addition to requirements included in this contract, design shall incorporate the requirements of MIL-STD-1472F.

-- End of Section --

Part 2 Attachment A Project-Specific General Requirements

The following requirements are project specific and may either supplement and/or modify those requirements contained in the body of Part 2, General Requirements, for Small Projects. Paragraph numbers in Part 2 correspond to paragraph numbers used in Part 2, Attachment A.

Paragraph 3 POST AWARD KICKOFF MEETING (PAK)

To most effectively accomplish this contract, the Government will hold the Post Award Kickoff Meeting (PAK) with the Contractor and its subcontractors. The PAK will draw on the strength of each organization in an effort to achieve a quality project done right the first time, within budget, on schedule, and without any safety mishaps.

Paragraph 4 DESIGN

Submit design drawings or sketches, and manufacturer's data to demonstrate compliance with contract requirements. The Contractor is encouraged to prepare design drawings more like shop drawings to minimize construction submittals. Shop drawing level designs with manufacturer's catalog data shall be provided with the pre-final (100%) design submittals. A copy of each approved submittal, with a copy of the Contractor's FPE review comments, shall be forwarded to the Government FPE prior to starting work for that item.

Provide hard and electronic copies of design submittal package to the following reviewers 2 weeks prior to the pre-final (100%) design review meeting.

Provide hard and electronic copies of design submittal package to the following reviewers with the final design submittals.:

Deliverable	NFEAD/ ROICC	IPT	PWO	User
100% Prefinal Design				
Half-size Drawings or Sketches	3	1	1	2
Specifications and Manufacturer's Cut Sheets	3	1	1	2
Design/Construction Schedule	3	1	1	X
Cost Estimate	3	1	1	X
Electronic Media	3	1	1	X

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Final Design				
Full-size Drawings	2			
Half-size Drawings or Sketches	3	1	1	2
Specifications and Manufacturer's Cut Sheets	3	1	X	2
Design/Construction Schedule	3	1	X	X
Cost Estimate	3	1	X	X
Electronic Media	3	1	X	X

1. The final design submittal must be professionally signed and sealed by the DOR and forwarded to the Contracting Officer prior to the start of construction. Separated final design packages will only be considered for Government review and approval during the Post Award Kick-off Meeting. The following design submittals must be approved by the Contracting Officer prior to the start of construction:

- a. 100% Pre-Final Design
- b. Final Design with phasing plan of work.

2. Construction submittals are to be Contractor-approved, except those listed below:

a. DOR Approval required for:

- 1) Fire Protection related submittals
- 2) All components of the external piping, valves , valve boxes, other appurtenances and all pipe connections between pipes and tanks.
- 3) External tank flexible liquid membrane
- 4) All components of the concrete patching, interior and exterior ladders, railings, toe bars and exterior tank walls.
- 5) Epoxy Paint
- 6) Tank water level indicator
- 7) Exterior Paint
- 8) Commissioning Report.

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b. Government Approval required for:

- 1) Basis of Design by DOR
- 2) Fire Protection related submittals
- 3) All components of the external piping, valves , valve boxes, other appurtenances and all pipe connections between pipes and tanks.
- 4) External tank flexible liquid membrane
- 5) All components of the concrete patching, interior and exterior ladders, railings, toe bars and exterior tank walls.
- 6) Epoxy Paint
- 7) Tank water level indicator

3. Submit the following construction submittals, approved by the DOR, to the Government for surveillance:

- a. Submit fire protection related submittals pertaining to spray-applied fire proofing and fire stopping, exterior fire alarm reporting systems, interior fire alarm & detection systems, and fire suppression systems including fire pumps and standpipe systems.
- b. Submit geotechnical related submittals pertaining to the soils investigations (reports and soils analysis), foundations (shallow and deep), pavements structure design, test pile and production pile testing and installation.
- c. Submit Performance Verification and Acceptance Testing required by IBC or this RFP.
- d. Submit all Interim Special Inspection Reports on a bi-weekly basis until work requiring special inspections is complete. Submit all Structural Observation Reports and the Final Report of IBC Special Inspections.

Paragraph 5 FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS

The Contractor shall retain the services of a Registered Fire Protection Engineer (FPE). This FPE shall be an integral part of the Prime Contractor's Design and Quality Control Organization, and shall have no business relationships (owner, partner, operating officer, distributor, salesman, or technical representative) with any fire protection equipment device manufacturers, suppliers or installers for any such equipment provided as part of this project. Unless otherwise specified, all work performed on means of egress, fire rated elements, Fire Suppression, Mass Notification, and Fire Alarm Systems shall be designed, reviewed, inspected and approved by the FPE.

1. Qualifications/Experience:
 - a. Qualifications of the Designer: The FPE DOR shall have obtained professional registration by successfully completing the Fire Protection Engineering discipline examination.

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- b. Qualifications of the Installer: Prior to installation, submit data showing the Contractor has successfully installed systems of the same type and design as specified herein, or that Contractor has a contractual agreement with a subcontractor having such experience. Include names and locations of at least two installations where the Contractor, or subcontractor, has installed such systems. Indicate type and design of each system and certify that each has performed satisfactorily as intended for not less than 18 months.
 - c. Qualifications of the System Technician: Installation drawings, shop drawing and as-built drawings shall be prepared, by or under the supervision of, an individual who is experienced with the types of works specified herein, and is currently certified by the National Institute for Certification in Engineering Technologies (NICET) as an engineering technician with minimum Level-III certification in the fire protection certification program applicable to the work being performed. Submit data for approval showing the name and certification of all involved individuals with such qualifications at or prior to submittal of drawings.
2. Area of Responsibility: The FPE is responsible for assuring the proper design, construction and installation of life safety, fire protection, and mass notification features across all disciplines and trades. Services include preparing the Design Analysis, preparing or reviewing and approving the design documents (drawings), preparing or reviewing all fire protection related specification sections (including fireproofing, firestopping, fire suppression systems, and mass notification and fire alarm systems), certifying in writing that the completed design incorporates all required features, and certifying in writing that the facility was constructed in accordance with the approved design documents and applicable criteria. The FPE shall be responsible for assuring that the construction and installation are in accordance with the approved design documents by reviewing and approving all fire protection construction submittals, providing construction surveillance and preliminary and final inspections and testing services. Examples include, but are not limited to, water distribution systems including fire pumps and fire hydrants, fire resistive assemblies such as spray-applied fire proofing of structural components and fire rated walls/partitions, mass notification, fire alarm and detection systems, fire suppression and standpipe systems, means of egress components, and emergency and exit lighting fixtures. A copy of each approved submittal, with a copy of the Contractor's FPE review comments, shall be forwarded to the Government FPE prior to starting work for that item. This design review effort shall be a part of the Contractor's design quality control program, included in the design quality control plan, and shall be documented and submitted with each design development submittal.
3. Construction Surveillance: The FPE shall visit the construction site as necessary to ensure life safety and fire protection systems are being constructed, applied, and installed in accordance with the approved design documents, approved construction submittals, and manufacturer's requirements. Frequency and duration of the field visits are dependent upon particular system components, system complexity, and phase of construction. At a minimum, field visits shall occur just prior to installation of suspended ceiling system to inspect the integrity of passive fire protection features and fire suppression system piping, preliminary inspections of mass notification, fire alarm/detection and suppression systems, and final acceptance testing of mass notification, fire alarm/detection and suppression systems.
 - a. Preliminary and Final Inspections and Acceptance Testing: FPE shall personally witness all preliminary inspections and testing of mass notification, fire alarm/detection and suppression systems. Once preliminary inspections and testing have been successfully completed, the FPE shall submit a signed certificate to the QC Manager that systems are fully compliant and ready for final inspection and acceptance testing. The QC Manager shall provide 14 days advance notice to the Contracting Officer to schedule the final inspection and

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- acceptance testing with the activity Fire Inspection Office and the NAVFAC Fire Protection Engineer.
- b. Final Life Safety/Fire Protection Certification Documentation: The FPE shall provide certification that all life safety and fire protection features and systems have been installed in accordance with applicable criteria, the contract documents, approved submittals, and manufacturer's requirements. This certification shall summarize all life safety and fire protection features, and shall bear the professional seal of the fire protection engineer.

Paragraph 6 QUALITY CONTROL

The Superintendent may not serve also as the Quality Control Manager on this project.

Special inspection, testing, approvals, certifications, observations and quality assurance plans as prescribed in Chapter 17 of the IBC are required. The QC Manager is required to attend the Coordination and Mutual Understanding Meeting and be physically present at the construction site to perform the three phases of control and prepare documentation for each definable feature of work in his area of responsibility.

Qualification/Experience: 5 years experience as a Project Superintendent, QC Manager, Project Manager, Project Engineer or Construction Manager on similar size and type construction contracts which included the major trades that are part of this Contract. The individual must have at least two years experience as a QC Manager.

After submission and approval of the QC Plan, and prior to the start of construction, the QC Manager shall be required to present, in detail, the Coordination and Mutual Understanding Meeting for the CQC Plan to the Construction Quality Control organization based upon the presentation template provided by the Contracting Officer. The Contracting Officer shall be invited to attend this meeting. The purpose of this meeting is for the QC Manager to develop coordination and mutual understanding of the QC program details, including documentation, administration for on-site and off-site work, and the coordination of the Contractor's management, production and QC personnel. The QC Manager shall be required to present an edited, project specific, PowerPoint presentation explaining in detail, how the three phases of control shall be implemented for Definable Features of Work (DFOW). Major emphasis shall be placed on all required QC specialists. As a minimum, the Contractor's personnel required to attend shall include an officer of the contractor's firm, the contractor's Project Manager, Project Superintendent, QC Manager and a representative of every subcontractor. Minutes of the meeting shall be prepared by the contractor and all attendees shall print name and sign a meeting attendance sheet. The attendance sheet shall accompany the final minutes to the Contracting Officer within 5 calendar days.

Paragraph 7 SUBMITTAL PROCESSING

Provide to the Government submittals as listed. See Paragraph 4, DESIGN, and Attachment A for specific design and construction submittal format and approval and surveillance requirements. Design drawings may be prepared more like shop drawings to minimize construction submittals after final designs are approved. Therefore, the Contractor is encouraged to prepare and submit with the design drawings, appropriate connection, fabrication, layout, and product specific drawings.

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	SUBMITTAL/BENCHMARK	DURATION	BENCHMARK	RECEIVED	STATUS
1	Quality Control Plan				
2	Material Safety Data Sheets				
3	Design/Construction Schedule				
4	Waste Management Plan				
5	Safety and Health Plan				
6	Schedule of Prices				
7	Record Drawings				
8	Operation and Maintenance Information				
9	Licenses and Permits				
10	Badge Requests				
11	Statement of Acknowledgement SF 1413				
12	Demolition and Work Plan				
13	100% Pre-Final Docs				
14	Final Design Docs				
15	Submittal Register				
16	Performance/Payment Bonds				
17	Environmental Protection Plan				
18	Certificates of Insurance				
219	DD Form 1354				

Paragraph 8 SUPERVISION

A Superintendent, a SS&HO, and a QC Manager shall be assigned to this project. These individuals shall each meet all of the qualifications noted above.

At all times when any performance of the work at either site is being conducted by any employee of the

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Contractor or his subcontractors, the Contractor shall have a representative present on that site who is fluent in written and spoken English and is capable of explaining the work operations and receiving instructions in the English language. The Contracting Officer shall have the right to determine without appeal of such decision, whether the proposed representative has sufficient technical and linguistic capabilities and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer. The Construction Contractor's qualified Project Manager, on-site Superintendent, Quality Control Manager, SS&HO and Quality Control Specialist shall be fluent (can read, speak, and write) in both English and Italian languages.

Paragraph 10 BUDGET MANAGEMENT

Not Supplemental to Part 2.

Paragraph 14 SCHEDULE OF PRICES

Not Supplemental to Part 2.

Paragraph 15 INVOICES

Not Supplemental to Part 2.

Paragraph 17 EXISTING UNDERGROUND UTILITIES

Not Supplemental to Part 2.

Paragraph 19 CONTRACTOR WORK SITE

- a. All buildings will remain in operation during the entire construction period. The Contractor shall conduct his operations so as to cause the least possible interference with normal operations of the activity.
- b. Permission to interrupt any facility activity and/or utility service shall be requested in writing a minimum of 15 calendar days prior to the desired date of interruption.
- c. The work under this contract requires special attention to the scheduling and conduct of the work in connection with existing operations. Identify on the construction schedule each factor, which constitutes a potential interruption to operations.

The following conditions apply:

Temporary fencing and safety barriers shall be installed and approved by Contracting Officer before work is started on removals or demolitions.

Construction equipment shall be removed from the working site at the end of each work day. All other equipment shall be removed at the end of each work day to the Contractor's "Laydown area".

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Contractor Laydown area and potential storage areas shall be as coordinated and approved by the Contracting Officer

Do not stock pile demolished material. Demolished material shall be removed continuously to a location designated by the Contracting Officer.

d. The Contractor shall have all materials, equipment and personnel required to perform the work at the site prior to the commencement of the work. Specific items of work to which this requirement applies include:

- (1) All submittals shall be completed and approved.
- (2) All materials shall be on-site or readily available, unless otherwise approved by the Contracting Officer.

Occupied Building: the Contractor shall be working in existing buildings which are occupied. Do not enter the building without prior approval of the Contracting Officer. The existing building and its contents shall be kept secure at all times. Provide temporary closures as required to maintain security as directed by the Contracting Officer. Provide dust covers or protective enclosures to protect existing work that remains and Government material located in the building during the construction period. Relocate movable furniture as required to perform the work, protect the furniture, and replace the furniture in their original locations upon completion of the work. Leave attached equipment in place, and protect them against damage.

Laydown areas and access will be designated by the Contracting Officer within 1 mile of the site job

Paragraph 20 TEMPORARY UTILITIES

Not Supplemental to Part 2.

Paragraph 21 ENVIRONMENTAL CONTROLS AND PROTECTION

The Contractor is required to complete and submit evidence of completion of the Environmental Compliance Assessment Training and Tracking (ECATTS) program. For more detailed information on ECATTS see UFGS 01 57 19.00 20.

The DOR is required to edit and submit UFGS 01 57 19.00 20, Temporary Environmental Controls, and UFGS 01 57 19.01 20, Supplementary Temporary Environmental Controls. The DOR must ensure Italian National Association for Unification of Standards are met within the edited UFGS section.

Paragraph 22 WASTE MANAGEMENT

Provide Waste Management Plan according to UFGS section 01 33 29.05 20 *Sustainability Requirements for Design Build*.

Paragraph 23 RECORD DRAWINGS AND OPERATION & MAINTENANCE (O&M) DATA

Provide the Contracting Officer with two] copies of half size as-built drawings, and one CD containing drawings (in both pdf and Autocad formats), and all construction submittals.

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Paragraph 24 WARRANTY

Not Supplemental to Part 2.

Paragraph 25 PERFORMANCE EVALUATIONS

Not Supplemental to Part 2.

Paragraph 26 WORK HOURS, ACCESS AND PASSES

Contractor shall provide an access list to the COR for all personnel and vehicles required in executing and completing the work. List shall be provided a minimum of five (5) working days prior to commencement of work.

The Contractor will be required to perform all work during regular working hours unless specific authority is granted by the Contracting Officer to deviate. The regular working hours are 08:30 a.m. to 17:30 p.m., Monday through Friday.

The Contractor may request the extension of time, after justification upon request to Contracting Officer.

Work outside regular working hours requires Contracting Officer approval. Provide written request at least 15 calendar days prior to such work to allow arrangements to be made by the Government for inspecting the work in progress, giving the specific dates, hours, location, type of work to be performed, contract number and project title.

Utility Cutovers and Interruptions

- a. Make utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and Federal Holidays. Conform to procedures required in the paragraph "Work outside Regular Hours."
- b. Ensure that new utility lines are complete, except for the connection, before interrupting existing service.

Paragraph 27 SECURITY REQUIREMENTS

Contract Clause "FAR 52.204-2, Security Requirements and Alternate II," "FAC 5252.236-9301, Special Working Conditions and Entry to Work Area," apply.

Contractor Employee Base Access Pass:

The Contractor shall be responsible for furnishing each employee, and for requiring that each employee engaged in the work display, such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee and/or for termination or completion of contract.

Contractor personnel identification, including names and photographs, D.N.I. (Documento Nacional de Identidad) numbers, vehicles identification and license plate numbers, of all personnel to be employed in the performance of the work at the site, shall be submitted to the Contracting Officer at least twelve (12) days prior to commencement of the work.

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Contractor personnel shall be restricted from entering operational buildings or areas without the specific authorization of the Contracting Officer.

Furnish a list of contact personnel of the Contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists.

Paragraph 28 REQUIRED INSURANCE

Not Supplemental to Part 2.

Paragraph 30 GOVERNMENT FURNISHED MATERIAL AND EQUIPMENT

Not Supplemental to Part 2.

Paragraph 34 SAFETY AND OCCUPATIONAL HEALTH

The DOR is required to edit and submit UFGS 01 35 26, Governmental Safety Requirements.

Contractor shall submit an Italian Work Safety Plan.

Sub-Paragraph f., Safety and Health Officer (SSHO)

The Site Safety and Health Officer may not serve also as the Superintendent.

Sub-Paragraph j., Pre-Outage Coordination Meeting

Contractors are required to apply for utility outages at least 15 calendar days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, the Contractor shall attend a pre-outage coordination meeting with the Contracting Officer and the Station Utilities Department to review the scope of work and the lockout/ tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

Utility outages and connections required during the prosecution of work that affect existing systems shall be arranged for at the convenience of the Government and shall be scheduled outside the regular working hours or on weekends. Work shall be scheduled to hold outages to a minimum.

Contractor shall not be entitled to additional payment for utility outages and connections required to be performed outside the regular work hours.

Ensure that new utility lines are complete, except for the connection, before interrupting existing service.

****End of PART 2 Attachment A****