

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 40</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0002</div>		3. EFFECTIVE DATE <div style="text-align: center;">12-Oct-2022</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAVAL UNDERSEA WARFARE CENTER ATTN: KITTY CANDELARIA KITTY.CANDELARIA@NAVY.MIL 610 DOWELL STREET, BLDG 206 KEYPORT WA 98345		CODE <div style="text-align: center;">N00253</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-size: 1.2em;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. N0025322Q0032	
				X		9B. DATED (SEE ITEM 11) 26-Sep-2022	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This amendment is being issued to incorporate PPI questions and government responses through 10/11/2022, revised "Photo" attachment and revised SOW.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 12-Oct-2022	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00 10 00 - SOLICITATION

The following have been added by full text:

REVISED SOW**I. Statement of Work:**

NAVSEA NUWC Division, Keyport has a requirement to relocate an electrical service and replace a wall mounted gas fired unit heater in B1044. The project will require the contractor to remove existing unit heater and all associated electrical, gas pipe, vent and thermostat and provide and install a new unit heater and all associated electrical, gas pipe, vent and thermostat approximately 20' away. The electrical service currently supplying power to an abandon Conex box outside of bldg. 1044 shall be relocated to an exterior contractor provided and installed electrical panel.

The Contractor shall provide labor, materials, and equipment, as required, to accomplish the following work in accordance with the statements herein:

Demo existing gas fired heater in SW corner of building including gas pipe, vent, electrical and thermostat. Add new heater in like kind in NW corner of building including gas pipe, vent, electrical and thermostat to have a complete and workable heater. Work also includes relocating an electrical service to a new 200 amp electrical panel feeding Bldg. 1044.

All work inside of bldg. 1044 will require the contractor to be escorted by a NUWC Keyport employee. NUWC Keyport will provide all necessary escorts based upon the contractors approved project schedule.

All work must be coordinated through the Engineering Technician (ET) Jenny Albright. A preconstruction meeting will take place two weeks prior to the start of construction, the PM, Customer, Contractor and all required subs will be in attendance at a minimum

II. Attachments and References:

1. Attachments:

8.01– Material/Equipment In-Place List Rev. 1

8.02– Photo **REV01 – 10-12-22**

8.03– Unit Heater Drawing

2. References:

A. Naval Base Kitsap (NBK) Instruction 11300.1 Utilities and Facilities Outages

B. EM-385-1-1 Safety and Health Requirements Manual

C. NAVFAC P307 Weight Handling Program Management Manual

D. NAVSEA Safety Requirements for Contractors and Subcontractors, August 2021, REV P.

E. NAVSEA Guide to Environmental Compliance Requirements for Contractors and Subcontractors, October 2019

F. Naval base Kitsap (NBK) Instruction 11210.1A Road Closure/Disruption Coordination

G. UFGS 23 80 20.00 10 Gas-Fired Heating Equipment

H. UFGS 23 11 20 Facility Gas Piping

I. National Electrical Code (NEC) latest edition

III. Submittals:

1. Electronic copies of the below listed submittals shall be submitted to the ET three (3) weeks prior to any field work being started, and shall be approved by the respective government authority prior to commencing work:

A. Material submittals

B. Project Schedule

C. Safety Plan

- D. Activity Hazard Analysis (AHA)
 - E. Accident Prevention Plan (APP)
 - F. Safety Data Sheet (SDS)
 - G. Hot Work permit
 - H. Excavation Permit
 - I. Environmental Protection Plan
 - J. Waste Information Specification (WIS or WGR)
 - K. Quality Control Plan
 - L. Contractor Hazardous Material Inventory Sheet (CHMI)
 - M. Crane Lift Plan in accordance with NAVFAC P307 and EM385-1-1 if crane is utilized.
2. The Contractor shall provide their submittal register to the ET within three (3) weeks after contract award.
 3. Proposed equipment specifications shall be submitted to the ET for review and written approval prior to commitment to purchase.
 4. Schedules: Post award, the Prime Contractor shall submit an electronic project schedule to the ET three (3) weeks prior to schedule start dates. Project schedules shall include a three (3) week projection of work.
 5. Required outages shall adhere to Ref (1) and routed through the ET for information on scheduling. The ET is not responsible for outage coordination, obtaining signatures, or vetting outage requests, including Hot Work permits or Fire Alarm outages. Contractor pricing shall include all Contractor support and associated costs in their proposal.
 6. All submittals requiring NBK Bangor Environmental signature shall be routed through the ET for review and acceptance. The ET shall be copied on all emails sent to Environmental. No work shall begin until all required Environmental forms have been submitted and approved.
 7. Approved/signed/accepted outages, excavation permits, Hot Work permits, environmental submittals, Prime Contractor Submittal Registers, and all other accepted/approved submittals not mentioned herein shall be sent electronically to the ET for project filing.
 8. All contractors working this project are subject to labor interviews and shall provide the information requested per "Labor Standards Interview" form 1445 (Rev. 12-96). The ET will conduct these interviews randomly during the performance of the work.

IV. Products:

1. All materials and products provided by the Contractor in the performance of this contract shall be new, first quality, and manufactured and assembled in the United States of America and shall meet or exceed the manufacturer's specifications.
2. The materials and/or products listed here are required for the completion and operation of this project, but may not be all inclusive.
 - A. 175,000 BTUH Gas Fired Unit Heater
 - Unit shall have minimum one (1) year manufacturer's warranty
 - B. Vent stack and gas pipe and electrical sized for new heater provided.
 - C. Programmable thermostat compatible with heater provided.
 - D. 3 phase 120/208v 200 amp outdoor panel 42 spaces. Bolt in breakers.
 - E. Photocell controlled flood light for new exterior panel.
 - 2-3 head fixture with total 2500-3500 lumen.
 - F. Ridgid conduit and new breakers for new exterior panel
 - G. Weatherproof 120 volt maintenance GFCI receptacle and bubble cover
 - H. Schedule 40 Black iron steel pipe

V. Quality Control:

1. The Contractor shall be a licensed contractor in the state of Washington. All components and services are to be installed per manufacturer's specifications by trained technicians with a minimum of five (5) years' experience, who specialize in the type of work indicated herein.

2. The Contractor shall perform all work according to accepted standards, safety procedures, and applicable laws, regulations, codes, and standards to include the Unified Facilities Guide Specifications (UFGS), Unified Facilities Criteria (UFC), International Building Code (IBC), International Mechanical Code (IMC), International Plumbing Code (IPC), National Electrical Code (NEC), National Electrical Safety Council (NESC), and National Fire Protection Association (NFPA).
3. The Contractor shall be responsible for all quality control, inspections, and tests required in the completion of this project. The Contractor shall obtain all approvals except those required for field installations, field applications, and post-field tests, prior to delivery of materials and equipment to the project site unless otherwise specified. The Contractor shall arrange for tests and inspections where and when required as defined in the approved Quality Control Plan.
4. Contractor shall verify all dimensions of all equipment to ensure that all access clearances can be met.
5. The contractor is responsible for providing a complete and useable system including providing manufactures manuals, specifications, any field tests, wiring diagrams and as- built prints (red line drawings) as necessary.

VI. Execution: (general)

1. All approved project packages shall be kept on the jobsite and all employees shall be aware of its contents. Current, up-to-date Site Specific Activity Hazard Analysis (AHA) forms shall be available for review, if applicable. The Contractor shall inform all employees how to contact Base Emergency Services as approved in the contract submittal approvals.
2. Scheduling: The Contractor shall schedule work to cause the least amount of interference with station operations. The government will attempt to provide the Contractor 24 hours' notice prior to work interruptions due to unscheduled/emergent operational requirements.
3. Protection of Government Property: The Contractor shall use every means at their disposal to prevent damage to government owned property during the execution of work. If government property is damaged, the Contractor shall contact the ET immediately and stop work until the issue is resolved.
4. Delivery, handling, storage, and protection of products to, and at the project site: Inspect for damages, store in a clean dry place, and protect from construction traffic. Handle carefully to avoid damage to components, enclosures, and finish.
5. Close Out: Upon completion of work, the site shall be left free of any and all debris, dust, and chips generated by work throughout the construction area.
6. Access to NUWC Keyport is limited to cleared personnel and vehicles.
7. Furnish the ET with a list identifying personnel and vehicles requiring access.
8. Disposal of any material resulting from demolition shall be per applicable Environmental regulations, including all documentation (Waste Designation Tables, WIS forms, Waste Generation Reports (WGR), etc.) and documented in accordance with Ref (E)
9. Contractor shall locate all utilities prior to starting any excavation work.
10. Contractors performing a Weight Handling Evolution shall adhere to Ref (C) and (D).
11. Contractors utilizing lifting and handling equipment shall adhere to Ref (C) and (D).
12. The ET shall be contacted to coordinate access for job walks, site visits, and scheduling of work.
13. Completion Time Frame: The project is to be completed within 180 days after award.

VII. NUWC – Keyport: General

1. Smoking
 - A. Smoking is only permitted in designated smoking areas.
2. Delays
 - A. Contractor operations are subject to reasonable delays, suspensions, and/or restrictions because of emergencies, alerts, drills, equipment movements and other such activities.
3. Flame Producing Devices
 - A. Matches, lighters, and other spark producing devices are not allowed without a Hot Work permit.
4. Portable Electronic Device(s) (PED)
 - A. PED is defined as a portable electronic device having the capability to store, record, and/or transmit text, images/video, or audio data. Examples of PED include, but are not limited to

paggers, laptops, cellular telephones, radios, compact disc and cassette players/recorders, portable digital assistants, audio devices, watches with input capability, reminder recorders, and mobile devices.

- B. PEDs are not allowed inside of NUWC Keyport Buildings. PED use will be clarified and discussed at the site walk and pre-construction meeting
- C. The Government ET will provide location of phone for emergency use.
- 5. Photography
 - A. Photography by the Contractor is prohibited. Construction progress photos, and all other necessary photo documentation, will be provided by authorized Government personnel only.
- 6. Schedule
 - A. Before starting any work, the ET is to be provided with the project schedule for review and approval. Government has 5 working days to review and return schedule.
- 7. Coordination
 - A. The ET is to be contacted to coordinate access to the buildings for job walks, site visits, and scheduling of the work.
- 8. Lock out Tag Out
 - A. Lock Out/Tag Out: Contractors must notify the ET five (5) working days before anything can be locked out. The notification should include: what is being locked out, the tag number, the person on the tag and phone number shall also be provided to the ET within 24 hours of removal.
- 9. Vehicle Access
 - A. The contractor shall provide the ET a list identifying all vehicles which will require access to the work site a minimum of three (3) calendar days in advance. All vehicle pass requests will be submitted with: Area access that is needed, company name, vehicle year, make and model, and license plate number, state, and tab expiration date.
 - B. All vehicles will be subject to inspection and search prior to entering and within NBK - Keyport. Avoid transporting sealed containers into NBK - Keyport. If such containers must be introduced, prior coordination with the ET is required.
- 10. Parking
 - A. Parking at NUWC Keyport is assigned so the contractor will have to apply for area outage for lay down/vehicle parking unless area is made available by the building POC.
- 11. Security
 - A. Compliance with the security directions of NBK Security Force Personnel is mandatory.

VIII. Deliverables:

- 1. The Contractor is responsible for providing a complete and useable system.
- 2. The Contractor shall prepare and submit two (2) hard copies (in 3-ring binders) and two (2) CD/DVDs of the Operations and Maintenance (O&M) Manuals to the ET. Each binder shall have the project contract number, Prime Contractor letterhead, project title, and building number on the spine and face of the binder. Each binder shall include Attachment (1) above, all product data, manufacturer's manuals, warranty, specifications, field test results, wiring diagrams, and as-built prints (red line drawings), as necessary.
- 3. Submit all manufacturers' signed warranties to Contracting Officer prior to final commissioning and acceptance.
- 4. Before final payment will be approved, the Contractor shall provide all necessary training required on any and all new systems.
- 5. This project will not be accepted as complete until all project documentation and punch list items have been submitted to, and approved by the ET in their entirety and the Customer provides their concurrence electronically to the ET that the project is complete.

IX. Work Description:

- 1. Coordinate with ET prior to commencement of work.
- 2. ~~Remove existing gas fired unit heater~~ existing heater has been removed by the Government. All remaining items listed below still need to be removed and disposed of.
 - ~~Remove heater and all associated hangers.~~

- ~~Remove and dispose of~~ existing gas pipe from heater runs behind column down through floor and North along outside of building. Demo gas pipe back to a location near new heater where penetration and tie in can be made for new gas pipe.
 - Remove and dispose of existing vent stack and all associated hangers.
 - Remove and dispose of existing thermostat and electrical conduit.
 - ~~Remove and dispose of existing condensate line.~~
 - Any penetrations through existing building not re-used must be properly sealed to be fire rated and weather proof. They should be patched/painted to match existing building.
3. Provide and install new 175,000 BTUH gas fired unit heater with programmable thermostat.
- New heater to be located on NW corner of building along existing column above existing emergency exit lights. See attachment titled "Unit Heater Drawing" for location.
 - Provide and install new gas pipe from existing line at floor level on outside of building.
 - Provide and install new condensate line(s). Condensate lines must be run to ground.
 - Provide and install vent piping. New vent piping must be of same type existing vent piping. Vent piping must also be installed in same fashion as existing vent piping.
 - Contractor to provide and install all mounting hardware, vibration isolation and required seismic braces to install per manufacture's recommendations.
 - Electrical panel schedules must be updated and new equipment must be labeled with electrical feed information.
 - Perform all operational tests and startup of new equipment per manufacture's recommendations.
4. Provide and install new 3-phase 120/208v 200 amp main breaker exterior rated electrical panel on ~~existing concrete retaining wall.~~ North side of building under stairs
- The electrical service will be disconnected from existing Conex box. ~~Disconnect and reroute existing overhead service drop to the new panelboard and relocated to power the new panel.~~ The new panel main breaker must be mounted at 5'.
 - New electrical panel must have space for 42 bolt in breakers.
 - Provide and install one weatherproof 120 volt maintenance GFCI receptacle with bubble cover below the panel. The new receptacle shall be fed from the new electrical panel.
 - A new LED flood light shall be installed ~~downward~~ facing ~~on top of wall above~~ the new panel for illumination. The light shall be 2-3 head fixture, photocell controlled and 2500-3500 lumen total.
 - Provide grounding and bonding as required by the National Electrical Code (NEC) latest edition.
 - Any leftover panel spaces shall be filled with single pole 20 amp, 2 pole 30 amp and 2 pole 20 amp breakers for future use split as evenly as the panel allows and be designated as spares.
 - Add a new 208V 30-amp circuit. Circuit will terminate at a disconnect located approximately 30' south of the new panel.
5. Provide and install new electrical circuits from the new electrical panel location for equipment located in bldg. 1004 that is currently being fed from the Conex box electrical panel, (Breakers 8, 10, 11 12, 13, 14 and 15 in Conex box).
- The existing feeds to the building need to be removed and new feeds provided from new panel. They shall be run in exterior ridged conduit ~~minimum 10' overhead~~ not to interfere with stairs. Conduit shall be run neat and tight ~~over to the building~~ with minimal bends.
6. All field verification will be the contractor's responsibility. Including but not limited load requirements and sizing.
7. Upon completion of the work, the Contractor shall inform the ET to demonstrate operational tests.
- X. Title to Materials:**
1. All excess and/or discarded materials shall become property of the Contractor and shall be removed from government property, unless specifically noted. Title to the materials resulting from demolition is vested in the Contractor upon authorization of the Contracting Officer to begin demolition.
 2. Recycling is preferred and recommended. A WIS is required for disposal and recycling is required for metal.

XI. Material/Equipment In-Place List:

1. The Contractor shall provide a list of significant equipment and materials removed, replaced, or installed under this contract with the required information below, including the warranty expiration date.
 - A. Types of equipment and materials:
 - I. Materials: Roofing products, floor coverings, windows, doors, lighting, and all material with a manufacturer's warranty.
 - II. Equipment: Mechanical (pumps, backflow preventers, HVAC components, pressurized piping systems, panel boxes, emergency lights, street lighting, etc.); mechanized doors, elevators, conveying systems, all equipment with an O&M manual or manufacturer's warranty.
2. Required format and information: The Contractor shall provide material and equipment data in the attached format (Attachment (1) – Material/Equipment In-Place List). All of the requested data shall be provided prior to final inspection or final acceptance.

XII. Cleanup:

1. Debris and Rubbish: Remove and transport debris and rubbish that will prevent spillage on pavements, streets, or adjacent areas. Clean up spillage from pavements, streets, and adjacent areas on an ongoing basis.
2. Contractor shall not dispose of debris/rubble on NBK property or in NBK dumpsters.
3. Upon completion, the Contractor shall remove all containers, surplus material, equipment, and debris and leave the site in a clean and orderly condition acceptable to the ET. The project will not be received and/or accepted until all project debris is removed from the site.

XIII. Safety and Environmental:

1. Safety is everyone's responsibility. All contractor personnel on site are responsible for their own actions and any person on the project site has the authority to stop work if an unsafe condition exists.
2. Read and sign NAVSEA Safety Requirements for Contractors and Subcontractors, August 2021, REV P.
3. Ensure all workers are wearing the proper PPE for the assigned task.
4. The Contractor is responsible for inspecting their worksite for any hazards at all times, no exceptions. If an unsafe condition exists, work to correct or mitigate the hazard and contact the ET to assist in determining how to proceed, if needed.

XIV. Environmental:

1. The Contractor shall comply with all federal, state, and local laws, codes, regulations, acts, ordinances, and rules for Environmental Protection and Hazardous Waste Management / Disposal, including facility instructions and facility permits for work taking place on government properties. Take actions to mitigate creation of hazardous waste by recycling and other available methods.
2. The Contractor shall perform all work according to accepted Industry Standards, Safety and Environmental Procedures, and regulations, including Ref (B) and the latest revision of OSHA regulations.
3. Prior to the start of work on site, the contractor shall provide an Environmental Protection Plan (EPP) detailing specific methods of handling encountered wastes and refuse, project storm water management and control, and spill response procedures. If sampling and analysis services will be provided, the EPP shall include qualifications of sampling personnel and analytical services provider laboratory accreditation documentation. Include Refrigerant Handling License: Documentation of 40 CFR 82 refrigerant technician certification for contractor service technicians if contract involves HVAC system work involving refrigerants.
4. Facility Environmental Permits:
 - A. Equipment and work performed under this contract shall be in compliance with federal, state, and local environmental regulations and existing facility permits.

- B. NBK Keyport has facility permits that place requirements on certain types of work being performed at the facility. Obtain information on requirements from the Base Environmental Office (BEO).
 - C. Existing Facility Permits include but are not limited to:
5. Contractor Employee Required Environmental Training
- A. Training must be completed and documented prior to commencing work under this contract at the government facilities. Contact the BEO for instructions on accessing required training.
 - NBK EMS Awareness/General Environmental Awareness Training (0.5 hr). Available online or in person from the BEO. Required for all personnel performing work NBK property.
 - B. NBK Keyport Required Environmental Training (required only for work taking place at NBK Keyport facility)
 - Hazardous Waste Site Manager/Alternate (Waste Generator) (1.0 hr). Required prior to generation of waste at NBK Keyport facility, for personnel involved in managing hazardous waste generated during the performance of the contract. Available online or in person from the BEO. NBK EMS Awareness/General Environmental Awareness Training (0.5 hr). Available online or in person from the BEO. Required for all personnel performing work NBK property.
 - NUWC EMS General Environmental Awareness Training (0.5 hr). Available online or in person from the BEO. Required for all personnel performing work on NBK Keyport property.
 - Read and sign NAVSEA Warfare Centers Keyport Guide to Environmental Compliance for Contractors and Subcontractors]
6. The Contractor shall safely store and manage Hazardous Materials used in the performance of this contract in accordance with applicable federal, state, and local regulations. Submit Safety Data Sheets (SDS's) and expected quantities of HM to be used and stored in performance of the project and receive approval from the Government prior to HM use in conjunction with this contract, and prior to bringing HM onto government property for the purposes of this contract. For approval to use any hazardous material, submit material SDS's and Contractor Hazardous Material Inventory (CHMI) form detailing expected material use and storage information for government review and approval. Submit CHMI form prior to performing onsite work, and update monthly while actively working on government property.
7. Products prohibited by the Government, which will not be approved for use, include but are not limited to: leads, chromiums, mercury, phenols, trichloroethylene, halons, PCBs, asbestos, silica sand (for use as blasting agent), Class I ODS, radioactive materials or instruments capable of producing ionizing radiation, and chemicals listed in 40 CFR 355.50, Appendix A. This prohibition prevails over any other provision, specification, drawings, or referenced documents. The Contracting Officer may consider exceptions to the use of any of the above excluded materials upon written request by the Contractor, and with BEO approval.
8. Clean Air Act Compliance: Work performed shall be in compliance with the Puget Sound Clean Air Agency (PSCAA) Regulations I, II, and III. Contractor shall identify and receive approved permit for any air pollution generating equipment or processes that may require a Notice of Construction (NOC) pursuant to PSCAA Regulation prior to bringing equipment on site including non-road engines meeting PSCAA Regulation I, Article 15 applicability. Equipment meeting requirements for use under existing government facility NOC permits shall be approved for use by the BEO prior to being brought onsite.
9. [All work involving refrigerants shall comply with the requirements of 40CFR 82 and other applicable federal, state, and local regulations to include Section 608 of the Clean Air Act. Any new equipment provided shall not contain Class I or Class II ODS in pure or blended form. All new shore-based, HVAC&R equipment supplied by the contract must use an EPA-SNAP program approved refrigerant with an Ozone Depletion Potential (ODP) of zero. Excess Class I and Class II ODS removed from existing equipment as part of the contract shall be turned in to the

government for recycling/disposal. The contractor is responsible for providing adequate cylinders/containers for Class I and Class II ODS. Provide Refrigerant Work Checklist submittal for work performed on equipment containing refrigerants in accordance with 40 CFR 82 requirements.]

10. Hazardous (Dangerous) Waste Management: Naval Base Kitsap Keyport is designated as a Large Quantity Generator in accordance with WAC 173-303, and waste generated onsite must be managed under the facility Hazardous Waste management program. Hazardous (dangerous) waste generated at the facility must be shipped and disposed of under the government's site EPA Waste ID#'s. The contractor is required to meet the regulatory requirements for large quantity generators for any work conducted within the boundaries of the Naval Base Kitsap [Bangor] [Keyport] and shall comply with provisions of federal, state, and local regulatory requirements applicable to this generator status regarding training and storage, handling, and disposal of generated wastes.
11. The government shall be responsible for disposal costs for Hazardous (dangerous) waste generated during work performed on government property. The Contractor shall reimburse the Government for HW disposal costs associated with a) spent cleaning supplies, such as contaminated rags, cleaning absorbents, solvents from cleaning machines, and degreasers; and, b) HW from Contractor spills and the spent materials and supplies used to clean the spill. All unused or partially used regulated material ordered by the contractor is the property of the contractor and shall not be left at the facility or turned in to the government for disposal as Hazardous Waste.
12. Hazardous (Dangerous) Waste Profiling (Determination): The Government shall determine whether waste generated during the performance of the contract at government facilities is Hazardous (Dangerous) waste.
 - A. Naval Base Kitsap (NBK) Keyport: Information required for the control and disposal of Hazardous Waste at NBK Keyport is included in the "Hazardous Waste Site Manager/Alternate (Waste Generator)" training module and the NAVSEA Keyport Contractor's Guide to Environmental Compliance. Complete Waste Generation Record forms for waste determination for each waste stream expected during work performed under the contract. Contractor personnel submitting Waste Generation Record (WGR) forms must have received facility Hazardous Waste Site Manager/Alternate (Waste Generator) Training and Certification for NBK Keyport.
13. Laboratory Analysis: When, at the sole discretion of the Government, laboratory analytical information is necessary to designate waste, the contractor shall provide sampling and analysis services in accordance with WAC-173-303 and EPA SW-846. Sampling personnel shall be trained and proficient in environmental sampling and laboratory must meet applicable accreditation for the analysis conducted. Submit sampling personnel qualifications and laboratory accreditation as part of the Environmental Protection Plan (EPP)
14. Submit analytical results and reports to the Government as part of the Waste Determination Documentation. If the government determines that a waste is not a hazardous (dangerous) waste, the contractor may dispose of the waste in accordance with federal, state, and local regulations and per guidance in Waste Determination Documentation form.
15. Hazardous (Dangerous) Waste Management:
 - A. Identify, minimize, segregate, contain, package, label and turn in Hazardous (dangerous) waste to the Government for disposal. Collect dangerous waste in Department of Transportation (DOT)-approved containers in accordance with 49 CFR 171, 49 CFR 172, and 49 CFR 178 properly labeled to identify the type of waste, hazard to personnel, and the start date. Containers and labels will be supplied by the Government.
 - B. Notify the Contracting Officer 14 calendar days in advance for request of bulk containers. Request is accomplished by submission of a Waste Profile including an estimated quantity of dangerous waste and the number of containers. Identify dangerous waste generated within the confines of the station by the use of the station's EPA generator identification (ID) number.
 - C. Accumulate waste in a satellite or 90-day accumulation area that meets the requirements set forth in WAC-173-303 and approved by the BEO. Contact the Government no more than 45 calendar days from the start date for 90-day accumulation areas to arrange for transport. Accumulate bulk dangerous waste in a less than 90-day area. Turn in non-bulk dangerous waste from a 90-day area within 45 days of the start date. Turn in dangerous waste from

satellite accumulation areas to the Government prior to exceeding time and quantity limits. Onsite treatment of waste by the contractor is prohibited. Contractor shall not transport Dangerous Waste on or off Government facilities without BEO authorization.

16. Control of Waste Without Documented Waste Determination:

- A. Collect waste for which the Waste Determination Documentation has not been completed; label "waste awaiting designation" or "WAD" to indicate that analysis is pending. Accumulate and manage in an area that meets the minimum criteria for satellite or 90 day accumulation in accordance with WAC-173-303 and the Contract specifications.
- B. Submit Waste Determination Documentation for each undesignated waste type within one day of generation. Do not turn in or dispose of waste without prior to designation by the Government.

17. All contractors and personnel on the project site shall be the competent person and responsible for their own actions. All persons on the project site will have the right to stop work if for any reason that unsafe conditions exist.

PPI Questions and Government Responses:

- 1. The SOW under Work Description 15 (15.02 and 15.03) talks about removing and installing “condensate lines”. There were no condensate lines observed during the site walk to remove or replace. Please advise to this line item in relation to site conditions observed.

Government Response:

Existing Heater was previously removed by the Government. It appears there was not an existing condensate line. Line item removed from SOW.

- 2. SOW, Work Description, 15.05, requires the contractor route (8) circuits from the new exterior panel board into building 1044. Per NEC 225.30, this is a code violation. Does the government want to install the new panel board on B1044 ‘doghouse’ to avoid the code violation? For clarification, this would require disconnecting and rerouting the existing overhead service drop to the new panel board location.

Government Response:

See revised SOW dated 10/12/22 and Revised Photos dated 10/12/22. Location of new panel has been changed to North side of ‘doghouse’ under the stairs. Confirmed installation will require disconnecting and rerouting the existing overhead service drop to the new panel board location.

- 3. If the panel board location is changed to the exterior of B1044, please confirm the new LED light and service receptacle shall also installed adjacent to the new panel board.

Government Response:

Confirmed new light and receptacle shall be installed near new panel board location. See revised SOW dated 10/12/22 and Revised Photos dated 10/12/22.

- 4. SOW, Work Description, 15.04, requires a new 30A disconnect/circuit to be supplied from new panel. The scope indicates the new panel be mounted on the wall, approximately 10’ north of B1044. 30 feet south of the new panel location is approximately half way into B1044. Can the government clarify the required location of the new 30A disconnect?

Government Response:

Purpose of new 30A disconnect is to feed an existing air compressor in SE corner of the lower tent area that is currently fed from a panel in the upper area of the building. There are access zippers to allow access into this area. See the attachment titled “Photo REV01 – 10-12-22”, a photo was added, labeled – Existing Compressor in SE Corner of Tent Area: location for new 280V – 30amp circuit termination.

The following have been deleted:

STATEMENT OF WORK

SECTION 01 00 00 - GENERAL REQUIREMENTS

The following have been modified:

GENERAL REQUIREMENTS

1.1 Construction Work Categories

Category III construction services are primarily composed of minor renovation or repair. Local environmental or usage permits are required; state or federal permits are not required unless specifically requested in the contract. Building and/or site approvals are not required. There are no plans and specifications; work is developed from a scope of work supplemented by professional engineering staff as needed with sketches, catalog cuts, and/or narrative descriptions. Examples of typical Category III work include fire protection alarm relocation; pre-engineering buildings (>120 sf) with no utilities; installation of pre-fabricated carports; replacement of conveyors; non-structural demolition; overhead door repair/replacement (>100 sf); replacement of non-load bearing wall; exterior insulation finish system; HVAC package units (<5 tons, ground level); paving, asphalt overlay, large repair; sprinkler head, fire protection relocation/replacement (<21); roof replacement, structural repair in-kind; stairs, interior or exterior, single flight pre-engineering; utilities -connecting to existing with provider consultation; walls partition, no ingress/egress issues, no utilities; and window installation on non-load bearing walls.

1.2 The Unified Facility Guide Specifications

The Unified Facility Guide Specifications are mandatory for all work required under this contract. The contractor is responsible for obtaining the Unified Facility Guide Specifications and for maintaining updates to the specifications. The specifications whether referenced or not (in whole or part), shall be considered to be a part of this contract. Where two specifications are listed for a certain item of work the Navy section as denoted by an "N" shall be used. In the absence of specifications use an industry standard specifications or others listed in the Construction Criteria Identified in the Scope of Work. A complete listing of the UFGS Division 01 - General Requirements can be obtained at <https://wbdbg.org/ffc/dod/unified-facilities-guide-specifications-ufgs>

1.3 Proposal Preparation Costs

The costs for preparation of contract proposals shall be the responsibility of the Contractor and not directly reimbursable. The Contractor shall furnish all project management, planning, estimating, labor, transportation, mobilization, materials, equipment, tools, supervision, design if applicable, and all other associated costs necessary to fulfill the requirements of the contract.

1.4 Joint Venture (JV), Limited Liability Companies (LLC), Limited Partnerships (LTD), and ETC.:

Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities with the bid:

- a. A copy of the JV, LLC or LTD agreement.
- b. A detailed statement outlining the following in terms of percentages where appropriate:
 - 1) The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
 - 2) The management approach in terms of who will conduct, direct supervise, and control.
 - 3) The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
 - 4) Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to executed the contract documents and bonds).
- c. A list of partners/parties, to include company name, DUNS and CAGE numbers, address, point of contact, e-mail address, phone number and facsimile number

NOTE: A bid may be rejected if the company name identified on the bonds is different from the JV, LLC or LTD name identified on the agreement.

1.5 EPAYROLL

SPECIAL CONTRACT REQUIREMENT FOR CONTRACTOR TO SUPPLY AND USE AN ELECTRONIC SOFTWARE FOR PROCESSING WAGE RATE REQUIREMENTS (CONSTRUCTION) ACT CERTIFIED PAYROLLS INCOMPLIANCE WITH FAR 52.222-8, PAYROLLS AND BASIC RECORDS AND FAR 52.222-13, COMPLIANCE WITH WAGE RATE REQUIREMENTS (CONSTRUCTION) AND RELATED ACT REGULATIONS.

The US Department of Labor accepts the electronic submission of certified payrolls and the “electronic signature” is accepted for the purposes of “certifying the payroll”. There are several electronic systems currently commercially available to contractors for payroll processing in compliance with the Wage Rate Requirements (Construction) and Related Acts.

The contractor may use a supplemental electronic Wage Rate Requirements (Construction) Act payroll processing system to process and submit certified payrolls electronically to the Government that are compliant with appropriate Wage Rate Requirements (Construction) Act payroll provisions in the FAR. The contractor shall be responsible for obtaining and providing all access, licenses, and other services required for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with Wage Rate Requirements (Construction) and Related Act Regulations. The electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion, and providing a durable record copy of all payrolls and other documentation to the government at contract closeout.

The contractor shall obtain and provide access to the Government via the internet with login authorization, as required to comply with the Wage Rate Requirements (Construction) and Related Act Regulations over the duration of this construction contract. The access shall include electronic review access via the internet by the Government contract administrative office to the electronic payroll processing system used by the contractor.

The supplemental electronic payroll processing service shall meet the following basic functional criteria:

- commercially available;
- compliant with appropriate Wage Rate Requirements (Construction) Act payroll provisions in the FAR;
- able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract;
- demonstrated security of data and data entry rights;

- ability to produce contractor-certified electronic versions of weekly payroll data;
- ability to identify erroneous entries and track the data/time of all versions of the certified Wage Rate requirements (Construction) payrolls submitted to the government over the life of the contract;
- capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout.

This durable record copy of data from the electronic Wage Rate Requirements (Construction) payroll processing system shall be provided to the Government during contract closeout.

All contractor-incurred costs related to the contractor's provision and use of an electronic payroll processing service shall be included in the contractor's price for the overall work under the contract. The costs for Wage Rate Requirements (Construction) Act compliance using electronic payroll processing services shall not be a separately bid or reimbursed item under this contract.

1.6 Bondability

As approved by the Chief of Contracting Office, a letter of "bondability" will only be accepted when specifically addressed in solicitation. The letter shall include a statement on the Surety's letterhead from the bonding agent that says: (1) the contractor has the bonding capacity for the subject contract, and (2) performance and payment bonds will be provided after contract award according to the requirements of the project. This letter does not require the offeror to incur cost.

1.7 Performance and Payment Bonds

When Performance and Payment Bonds are required, they shall be submitted for approval to the Contracting Officer within 10 days after award. Commencement of construction is contingent upon approval of required bonds.

Bond Requirements: Bid bonds are required in accordance with FAR 28.101-4 (for projects over \$150,000). An electronic copy of your bid bond must be submitted with your proposal. A hard copy of your bid bond will be requested from the apparent low upon confirmation of their price and must be submitted to the Facility Support Services Office at NUWC Keyport within one (1) business day from time of request. Failure to submit an electronic copy of your bid bond with your proposal will result in your proposal being deemed nonresponsive and your proposal removed from consideration.

In accordance with FAR Clause 52.228-15 Performance and Payment Bonds--Construction and FAR Clause 52.228-13 Alternate Payment Protections, Payment and/or performance bond(s) will be at the time of award.

- No bonds are required for proposals less than \$35,000.00.
- Proposals valued at \$35,000.00 and up to \$150,000.00 will require a payment bond only.
- Proposals valued at \$150,000.00 and greater will require a bid bond, a payment bond, and a performance bond.

1.8 Individual Surety/Sureties

As prescribed in FAR 28.203(a), individual sureties will be permitted. In order for the Contracting Officer to make a determination as to the acceptability of individuals proposed as sureties, as prescribed in FAR 28-203(b), all proposers who submit bonds which are executed by individual sureties are requested to furnish additional information in support of SF-28, Affidavit of Individual Surety, with the bonds. Pursuant to Instruction 3(b) of Standard Form 24, the Bond, Standard Form 25, the Performance Bond, and the Standard Form 25A, the Payment Bond, the Contracting Officer requests the following information:

- (a) Equity Securities (Stock):
- (1) State the place(s) of incorporation and address of the principal place of business for each issuing corporation listed.
 - (2) State whether the security issued was issued by public or private offering and give the place of registration of the security.
 - (3) State whether the security is presently, actively traded.
- (b) Debt Securities (Bonds) and Certificates of Deposit:
- (1) List the type of bonds held and their maturity dates.
 - (2) State the name, address, and telephone number of the issuing agency, firm or individual.
 - (3) State the complete address(es) where the bonds are held.
 - (4) State whether the bonds have been pledged as security or have otherwise been encumbered.
- (c) Real Property Interests:
- (1) Provide complete recording data for the conveyance of each parcel or interest listed to the individual proposed as surety.
 - (2) State whether the values listed are based upon personal evaluation or evaluation of an experienced real estate appraiser. If available, provide copies of written appraisals.
 - (3) State the method(s) of valuation upon which appraisal is based.
 - (4) Provide the assessed value of each property interest listed utilized by the appropriate tax assessor for purposes of property taxation.
 - (5) Provide the telephone number, including area code, for the tax assessor who performed the most recent tax assessment. (6) State whether each real property interest listed is currently under lien or in any way encumbered and the dollar amount of each such lien or encumbrance.
- (d) Persons Proposed as Individual Sureties:
- (1) A current list of all other bonds (bid, performance, and payment) on which the individual is a surety and bonds for which the individual is requesting to be a surety.
 - (2) A statement as to the percent of completion of projects for which the individual is bound on a performance bond.

This information is necessary to enable the Contracting Officer to evaluate the sufficiency of the surety's net worth in a timely manner.

1.9 Project Plans and Specifications

This solicitation identifies all available project plans, drawings and specifications that are applicable to the requirement in the Scope of Work.

1.10 Pre-award Site Inspections

Upon receipt of the scope of work, including applicable drawings, and following a brief time period for reviewing the documents, the Contractor shall inspect the job site per the site visit instructions in scheduled in the **Information to Offeror**. Any deficiencies, conflicts, or other areas of concern existing in the scope of work and applicable drawings should be brought to the attention of the Contracting Officer through the PPI process. The Contractor shall also notify the Contracting Officer upon observing any features in the work required to be performed that appear to be ambiguous, confusing, conflicting or erroneous.

1.11 Subcontracting Responsibilities

The contractor shall be responsible for the management and performance of all subcontractors. The contractor shall ensure subcontractors are competent and capable of handling all assigned work. The contractor shall ensure subcontractor work is completed within the stated requirements.

1.12 Notice of Constructive Changes

No order, statement or direction of the Contracting Officer, an authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall contract or entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

1.13 Payments

Designated paying office and invoicing procedures will be identified in contract award. Invoices shall be processed according to DFARS 252.232-7003 Electronic Submission of Payment Requests (December 2018) and DFARS 252.232-7006 Wide Area Workflow Payment Instructions. To comply with the clause 252.232.7003, Electronic Submission of Payment Requests (December 2018), the contractor is required to register for WAWF at: <https://wawf.eb.mil/>

WAWF information, payment status and training is available from the Procurement Integrated Enterprise Environment or PIEE at: <https://piee.eb.mil/xhtml/unauth/web/homepage/vendorCustomerSupport.xhtml>

WAWF questions should be directed to the WAWF helpdesk at 866-618-5988 or email at: disa.global.servicedesk.mbx.eb-ticket-requests@mail.mil

1.14 Construction Schedule

Submit a baseline schedule with start date, end date, major work activities and durations, estimated pre-final (substantially complete) and final (entirely complete) inspection dates, and other major milestones. Provide updates to baseline schedule as needed or as requested (when there is a change to the critical path). Requirements of this deliverable are posted in *Deliveries and Performance*

1.15 Schedule of Values (SOV)

Submit a schedule of values with a breakdown of component work activities for which progress payments will be requested seven (7) days after award. The total costs for the component work activities shall equal the total contract price. Requirements of this deliverable are posted in *Deliveries and Performance*

1.16 Pre-Performance Conference

Prior to commencing work under this contract, the Contractor shall meet with the Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning schedule and administering work.

1.17 Commencement of Work

The Contractor shall be required to commence work under this contract within ten **(10)** calendar days **AFTER** the date the Contractor receives the notice to proceed in accordance with FAR clause 52.211-10.

1.18 Partnering

Partnering is a structured process, as well as philosophy of doing business with Contractors and customers that recognizes common goals through communication and teamwork. It helps create an environment where trust and team work prevent disputes, foster good working relations to ever practice the philosophy of Partnering on every contract we administer. The level of partnering, formal or informal, required for a particular project will depend on the dollar value of the project, technical complexity, and the nature of the scheduled completion date.

1.19 Weekly Reports

Reports are to be prepared, signed and dated by the Contractor Project Manager assigned to the project. The contractor shall provide a weekly report to the Contracting Office electronic mail. The Contracting Officer will have **five (5) business days** to address any concerns raised in the weekly Progress Reports. At a minimum, the following information shall be included in each daily report:

- Progress this period
- Status of all tasks developed in the project management plan (with attachment copies of meeting notes, point and working papers).
- Indication that the Contract Completion Date (CCD) is being met or if not, a description of new CCD. It must include the reasons for a change in the date and identify the impact of the change on the project.
- What is needed from Government in order to meet the CCD.
- Activity planned for the next reporting period; planned supporting activities, as well as the status of all products/working papers, including planned CCD and actual and/or anticipated CCD.
- Problems encountered; identification of any problems, issues or delays and recommendations as to their resolution concerning the problems submitted during the interim, and any corrective action that was taken to correct identified problems.
- Pictures of construction progress of key milestones or events on the project.

1.20 As-Built Drawings

1. When required to be provided as a project close-out submittal, revise identified existing facility record drawings as specified to show all variations between the work performed under this contract and the features shown on the existing facility record drawings.
2. Hard copies of the existing facility drawings will be provided for use after the contract is awarded as requested.
3. Requests for partial payment will not be approved if the marked prints are not kept current. Final payment will not be processed until complete and accurate marked prints are submitted and approved.

CONTRACT ADMINISTRATION DATA

2. MANAGEMENT AND ADMINISTRATION

2.1 Identification of Procuring Contracting Officer

The Procuring Contracting Officer (PCO) is located at: NUWC Division, Facilities Contracting Service, 610 Dowell Street, Keyport WA 98345. Overall administration of the basic contract will be the responsibility of this office. The PCO is responsible for the contract in its entirety and possesses complete authority to modify the terms of the basic contract to include contract interpretation, claims avoidance and resolution, negotiated change orders (as applied to the contract in its entirety), award of option periods, and direction authority.

All correspondence for the basic contract shall be addressed to the NUWC Division, Facilities Contracting Service, PCO and shall include the contract number assigned.

2.2 Contracting Officer Authority

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

2.3 Minimum Insurance Requirements

The Contractor shall furnish a Certificate of Insurance, as evidence of the existence of the following insurance coverage amounts not less than the amount specified below in accordance with FAR Clause 52.228-05. Requirements of this deliverable are posted in ***Deliveries and Performance***. This insurance must be maintained during the entire performance period of the basic contract.

2.4 Certificate of Insurance

The Certificate of Insurance shall provide for at least 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 the aforementioned insurance clause.

2.5 Minimum Insurance Amounts

The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:

- 1) Comprehensive General Liability: \$500,000 per occurrence
- 2) Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury, \$20,000 per occurrence for property damage.
- 3) Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease laws.
- 4) Employer's Liability Coverage: \$100,000, except in States where workers compensation may not be written by private carriers.
- 5) Others as required by State law.
- 6) USL&H if required.

NOTE: Pricing Consideration:

U.S. Longshore and Harbor Workers Compensation Act (USL&H) may apply to this project. (If applicable, address as separate cost on proposal.)

The above insurance coverage is to extend to Contractor personnel operating Government owned equipment and vehicles.

Prior to commencement of work, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by laws

of the state in which the contract, (put in contract number) is to be performed, and in no event less than thirty (30) calendar days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph below, in all subcontracts:

"Any cancellation or any change in the limits of liability shall not be effective (1) for such period as the laws of the state in which this contract is to be performed prescribe or (2) until 30 days after the insurer gives written notice to the Contracting Officer, whichever period is longer."

Wording such as **"will endeavor to mail notice"** or **"failure to mail such notice shall impose no obligation or liability"** does not comply with the contract requirements and therefore are not acceptable.

2.6 Management and Administration

The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, certified payroll generation, establishing and maintaining records, and quality control. The Contractor shall provide a staff with the necessary management expertise to assure performance objectives and standards are met.

A full-time site Superintendent and a full-time Quality Control (QC) representative are required to be on site for the duration of the project. The Superintendent may serve as the Site Safety and Health Officer (SSHO) as long as all requirements in **Section 5.4 (Governmental Safety Requirements)** are met.

Employment Eligibility Verification (E-Verify)

Statutes and Executive orders require employers to abide by the immigration laws of the United States and to employ in the United States only individuals who are eligible to work in the United States. In accordance with FAR Clause 52.222-54, Employment Eligibility Verification, this contract requires the use of E-Verify which provides an Internet-based means of verifying employment eligibility of workers employed in the United States, but is not a substitute for any other employment eligibility verification requirements.

Federal Contractor Program

In accordance with Federal Acquisition Regulation (FAR) 22.1303, any contractor or subcontractor with a contract of \$250,000 or more with the Federal Government must take affirmative action to hire and promote qualified targeted veterans which includes, special disabled veterans, veterans of the Vietnam-era, recently separated veterans, and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Companies must file an annual VETS-4212 report, which shows the number of targeted veterans in their work force by job category, hiring location, and number of new hires, including targeted veterans hired during the reporting period and the maximum number and minimum number of employees of such contractor during the period covered by the report. Instructions, information and follow-up assistance is provided at VETS-4212 Internet site at <http://www.dol.gov/vets/VETS-4212.html> or employers may contact the VETS-4212 office at (866) 237-0275 or e-mail at <http://www.dol.gov/vets/vets4212.html>. A contract cannot be awarded to a contractor that has not submitted a required annual form VETS-4212, Federal Contractor Veterans' Employment Report (VETS-4212 Report) if subject to the reporting requirements of 38 U.S.C. 4212(d) for that fiscal year. A confirmation of the VETS-4212 Report filing shall be submitted with the Proposal, if applicable.

2.7 List of Proposed Subcontractors

Provide the Contracting Officer a list of all proposed subcontractors including address, telephone number, name of point of contact (POC), their qualifications, and description of work that will be performed under this SOW. Provide alternate POCs for each company.

2.8 Organizational Chart, List of Key Personnel and Their Qualifications

The Contractor shall provide their organizational chart, list of key personnel and their (Program Manager, Project Manager, Quality Assurance Manager, and Health and Safety Manager) qualifications and experience. Identify any special certifications they may carry (Section 5, Health and Safety).

2.9 Employee Requirements

The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety and environmental requirements associated with the work they perform. Competent personnel shall be provided as required this contract.

2.10 Employee Appearance

The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The Contracting Officer reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

2.11 Employee Conduct

Contractor employees and Subcontractor employees shall conduct themselves in a proper, efficient, courteous and business-like manner.

2.12 Removal of Employee

The Contractor shall 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.

2.13 Registered Historic Buildings and Facilities

Not included in this solicitation/award

3. CONTRACTOR ACCESS AND USE OF PREMISES

3.1 Activity Regulations

The contractor shall ensure that contractor personnel employed on the Activity become familiar with and obey Activity regulations. The Pre-Construction Meetings will proactively include customers to address special requirements ahead of performance. The contractor personnel shall limit operations and physical proximity to the established work area and agreed upon access and egress avenues. All personnel shall wear hard hats and other required PPE as applicable in designated areas. No contractor personnel shall enter any restricted areas unless required to do so and until cleared for such entry. The Contractor's equipment shall be conspicuously marked for identification.

3.2 No Smoking Policy

Smoking is prohibited within and outside of all buildings on NUWC Division - Keyport except in designated smoking areas. This applies to existing buildings under construction and buildings under renovation. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines.

3.3 Working Hours

The Government's regular working hours are an eight and one half (8.5) hour period between the hours of 0700 and 1600 five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation will be stated in Scope of Work. Work hours not specifically authorized in this basic contract requires approval from the Contracting Officer. The Contractor shall submit a request to the Contracting Officer ten day in advance to allow arrangement for Government inspection of the work in progress.

3.4 Observed Federal Holidays

The Government observes the following holidays: New Year's Day, Martin Luther King Junior's Birthday, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the contractor chooses to pay these holidays, it is considered to be a bona fide benefit to the employee under the Construction Wage Rate Requirements Statute Act and shall be calculated toward satisfaction of mandated fringe benefit minimums stated in the wage determination. Observed holidays may also be found at www.opm.gov.

3.5 Work Outside Regular Hours

Work, not specifically identified in the contract, which is outside regular working hours requires Contracting Officer approval. Make application ten (10) calendar days prior to such work to allow arrangements to be made by the Government for inspecting the work in progress. Provide the specific dates, hours, location, type of work to be performed, contract number and project title. Based on the justification provided, the Contracting Officer may approve work outside regular hours. During periods of darkness, the different parts of the work shall be lighted in a manner approved by the Contracting Officer. Requirements of this deliverable are posted in ***Deliveries and Performance***

3.6 Occupied Buildings

The contract may require the Contractor to work in or around existing building(s), which are occupied. Entry into the building shall be in accordance with the approved schedule or accompanied by a government representative. If entry outside the approved schedule is necessary, permission must be requested in advance so that building management may be notified. When required by the contract, the existing buildings and their contents shall be kept secure at all times. The contractor shall 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 existing facilities during the construction period.

3.7 Jobsite Lay-Down Area

Materials and equipment may be stored at the jobsite lay down area which must be approved in advance through submission of a Universal Outage Request. Requirements of this deliverable are posted in ***Deliveries and Performance***. There will not be office space available at any location. All job site lay down areas are dependent upon contract size and location of the work.

3.8 Hazardous Areas

The contractor shall not enter into work areas where personnel are using protective equipment such as respirator and masks, areas marked for High Voltage Electricity, or marked boundary areas without prior approval from authority designated in the contract. Contractor personnel shall not, under any circumstances, enter a radiologically controlled area, or cross any posted radiological boundary. This paragraph applies to all phases of contract work. Radiation areas are posted with signs consistent with OSHA requirements. Ensure that employees are familiar with the

radiation signs and symbols. All personnel entering the shipyard for the first time are required to receive radiological indoctrination training. Should contract workers encounter radiological postings and/or boundaries that appear to limit their ability to access or carry out their intended work, they shall notify their contract administrator for resolution of the problem.

3.9 Protection of Natural Resources

Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work. Confine construction activities to within the limits of the work indicated or specified. If the work is near streams, lakes, or other waterways, conform to the national permitting requirements of the Clean Water Act. Do not disturb fish and wildlife. Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish and wildlife, except as indicated or specified. Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the Contracting Officer's permission. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the Contracting Officer. Where such use of attached ropes, cables, or guys is authorized, the Contractor will be responsible for any resultant damage. Protect existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations. Remove displaced rocks from uncleared areas. By approved excavation, remove trees with 30 percent or more of their root systems destroyed. Remove trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain Contracting Officer's approval before replacement. The Contracting Officer's approval is required before any equipment will be permitted to ford live streams. In areas where frequent crossings are required, install temporary culverts or bridges. Obtain Contracting Officer's approval prior to installation. Remove temporary culverts or bridges upon completion of work, and repair the area to its original condition unless otherwise required by the Contracting Officer.

3.10 Inclement weather

In the event of severe weather conditions or an emergency situation i.e. earthquake, fire, flooding, etc., base information can be obtained from the following:

https://www.cnmc.navy.mil/regions/cnrmw/installations/navbase_kitsap/about/base_conditions.html
<https://www.facebook.com/kitsapnavy/>

NBK – Keyport – Base Conditions – (360) 396-2553

Under severe weather warning, the Contractor must:

- a. Secure outside equipment and materials and place materials that could be damaged in protected areas.
- b. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.
- c. Ensure that temporary erosion controls are adequate.

3.11 Security Requirements

Contract Clause "FAR 52.204-2, Security Requirements Alternate II (2)

These special security requirements shall be identified in the scope of work.

Note 1: Any special or extraordinary security requirements which are unique to a specific project (for example, badging requirements for restricted areas) will be included in the requirements scope of work as applicable.

3.12 Security Clearance to Access Base

The BAVR system may be accessed at the following link: <https://www.bavr.cnmc.navy.mil>. BAVR requests shall be submitted at least seven (7) working days prior to the site visit or when access to a site is required.

BAVR requests shall provide the following into the fields specified:

1. Command You Are Visiting

2. Sponsor E-mail
3. Purpose of Visit

Once your BAVR request has been approved an e-mail will be generated confirming the approval. On the day of the site visit or performance of a contract begins, check in at Pass & ID with the appropriate citizenship documentation: Valid Passport or State Certified Birth Certification (the Birth Certificate shall be the original in good condition) AND one piece of valid photo ID. Escort will be provided by the Government.

The Governments POC will provide further information to those attending the site visit and the successful Offeror prior to work commencing.

3.13 Prohibited Items

Pursuant to the authority contained in 10 USC 6011 and US Navy Regulations, Chapter 8, Article 0826, the following items are prohibited:

1. Personal photographic equipment of any kind, including but not limited to cameras (still and/or video), film and cellular telephones with cameras.
2. Weapons or other dangerous materials of any kind, including but not limited to firearms, ammunition, knives (with blades longer than 2 inches), explosives, incendiaries, personal defense aerosols/sprays.
3. Personal reproduction equipment of any kind, including but not limited to photocopying, copying, and/or recording devices.
4. Alcoholic beverages of any kind.
5. Personally owned portable electronic devices (PEDs) used for storing data, including, but not limited to removable storage devices (e.g. memory sticks, rewriteable CDs and DVDs, Zip and floppy disks).

3.14 Physical Site Security

Ensure that no opening in the roof/walls/windows/fence of the building exists at the end of the workday, or exists where penetration is possible during non-working hours. If the building cannot be secured at the end of the workday, coordinate action with the Contracting Officer to notify the cognizant code to arrange for a security watch by their personnel.

3.15 Emergency Contacts

The prime contractor is required to furnish a list to the engineering technician and Contracting Officer of prime contractor and subcontractor personnel assigned to the contract, including addresses and telephone numbers for use in the event of an emergency at which he or his representative may be reached 24 hours daily. If the contractor does not have local telephones available, he shall maintain a toll-free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends, and holidays. The contractor shall notify the Contracting Officer in writing of the telephone number within three days after award of the contract and immediately thereafter in the event of change. This requirement does not relieve the prime contractor of the responsibility to contact their subcontractors in the event of an emergency.

4. UTILITIES AND OUTAGES

4.1 EXISTING WORK

Protection. The disassembling, disconnecting, cutting, removing, or altering in any way of existing work shall be carried on in such a manner as to prevent injury or damage to portions of existing work, whether they (1) remain in place, (2) are re-used in the new work, or (3) are salvaged and stored.

Replacement. Portions of existing work which have been cut, damaged, or altered in any way during work operations shall be repaired or replaced in kind in an approved manner to match existing or adjoining work.

Existing work shall, at the completion of operations, be left in as good a condition as existed before the new work started.

Location of Underground Facilities. The Contractor shall verify the location and elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed, but indicated in locations to be excavated, traversed by piping or ducts, or otherwise to be disturbed by or involved in this work. The project site shall be scanned with electromagnetic or sonic equipment and the surface of the ground marked where existing underground utilities are discovered. A dig permit shall first be obtained identifying potential utility services in the area, vehicular traffic flow, protection provided by fire and intrusion and alarm systems, or activities that might affect mission operations.

4.2 Service Interruptions/Utility Outages

If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall submit a ***Universal Outage Request*** to the Engineering Technician/Project Manager twenty (20) calendar days in advance to allow notification of affected tenants and customers. If the discontinued service is due to an emergency breakdown the Contractor shall notify the Contracting Officer and/or engineering technician as soon as practicable. At a minimum, include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Requirements of this deliverable are posted in ***Deliverables and Performance***. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the Contracting Officer and/or engineering technician 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.

4.3 Utility Cutovers, Interruptions & Area Outage Requests

Permission to use space, interrupt any roads, railroads, and/or utility service shall be requested to the Base Area Outage Coordinator via the Engineering Technician in writing a minimum of twenty (20) working days prior to the desired date of interruption or space utilization (parking, lay down etc.) The contractor shall make every effort to conduct utility cutovers and interruptions after normal working hours or on Saturdays, Sundays, and Government holidays.

Permission for parking (including hanging passes for company vehicles) and lay down areas shall require an approved Area Outage to be submitted via the Engineering Technician. Approved Area Outage must be posted onsite during entire construction period of performance.

The contractor shall conform to procedures in paragraph 3.5 "Work Outside Regular Hours", unless specifically stated otherwise in the contract. Interruption to water, sanitary sewer, storm sewer, telephone service, electric service, air conditioning, heating, fire alarm, and compressed air, shall be considered utility cutovers pursuant to the paragraph entitled "Work Outside Regular Hours." Such interruption shall be further limited to 8 hours, unless otherwise specified. This time limit includes time for deactivation and reactivation.

4.4 Pre-Outage Coordination Meeting

The contractor shall apply for utility outages of proposed outage (See Paragraph 4.2). 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 and/or Engineering Technician 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.

4.5 Operation of Station Utilities

The Contractor shall not operate or disturb the setting of control devices in the station utilities system, including water, sewer, electrical, and steam services. The Government will operate the control devices as required for normal

conduct of the work. The Contractor shall notify the Contracting Officer and government technical representative using the Area/Utility Outage Request process when such operation is required.

4.6 Availability of Utilities

When available, the Government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the OIC. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric - Water - Compressed Air NOT AVAILABLE

Contractor Furnished Utilities. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation. The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

- a. Lights shall be used only in areas where and at the time when work is actually being performed.
- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll-free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change.

5. HEALTH AND SAFETY

5.1 Publications

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 A10.34, Protection of the Public on or Adjacent to Construction Sites

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

EM 385-1-1 Safety -- Safety and Health Requirements (Most Current Version).

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NAVFAC Navy Crane Center, WEIGHT HANDLING PROGRAM MANAGEMENT - P-307 -2016

NAVSEA - NUWC Division Keyport Occupational Safety & Health Branch, Safety Requirements for Contractors and Subcontractors, April 2021 REV 0

NAVSEA - NUWC Division Keyport Guide to Environmental Compliance Requirements for Contractors and Subcontractors, October 2019

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)

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA) 29 CFR 1910 Occupational Safety and Health Standards (OSHA)

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

5.2 Safety Related Definitions and Acronyms

a. *Base Environmental Office (BEO)*. Office that oversees hazardous waste management, asbestos and lead management, storm water, air discharge and ozone depleting substances to list a few. All environmental issues concerning construction will be overseen by this office.

b. *Certified Construction Health & Safety Technician (CHST)*. An individual who is currently certified as a CHST by the Board of Certified Safety Professionals.

c. *Certified Industrial Hygienist (CIH)*. An individual who is currently certified as a CIH by the American Board of Industrial Hygiene.

d. *Certified Safety Professional (CSP)*. An individual who is currently certified as a CSP by the Board of Certified Safety Professionals.

e. *Certified Safety Trained Supervisor (STS)*. An individual who is currently certified as an STS by the Board of Certified Safety Professionals.

f. *Competent Person*. An OSHA certified person who is capable of identifying or predicting hazards or hazardous conditions and has the authority to take prompt corrective measures to eliminate them. The competent person assists writing the Activity Hazard Analysis and signs it if the phase of work requires a particular competent person (e.g., fall protection, excavation/trenching, scaffolding).

g. *Competent Person for Fall Protection*. A OSHA Certified person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.

g. *Qualified Person*. One who, by possession of a recognized degree, certificate, or professional standing and have extensive knowledge, training, and experience and has successfully demonstrated his/her ability to solve or resolve problems related to the subject matter, work, or the project.

h. *High Visibility Accident*. Any mishap which may generate publicity and/or high visibility.

i. *Medical Treatment*. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even if provided by a physician or registered professional personnel.

j. *Operating Envelope*. The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers and crane walkers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).

k. *Qualified Person for Fall Protection*. A person with a recognized degree or professional certificate, and with extensive knowledge, training and experience in the field of fall protection; who is capable of performing design, analysis, and evaluation of fall protection systems and equipment.

Acronyms

AHA – Activity Hazard Analysis

APP – Accident Prevention Plan

EWS - Encountered Waste Summary

SSHO – Site Safety & Health Officer

5.3 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 further identified. 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.

5.4 Site Safety & Health Officer (SSHO) Qualifications & Duties

SSHO Qualifications & Duties: SSHO shall perform safety and occupational health management, surveillance, inspections, and safety enforcement on the construction site at all times when work is being performed. The assignment of the SSHO does not relieve the Contractor from the regulatory requirements governing safety responsibility. The site superintendent meeting the qualifications described below may perform the duties of SSHO. The SSHO shall provide a resume documenting that the following requirements are satisfied in accordance with the requirements of this deliverable posted in ***Deliverables and Performance***.

- 1) 30-hour OSHA construction safety class or equivalent within the last 5 years.
- 2) Competent person training as needed.
- 3) In addition to duties required in EM 385-1-1, perform the following:
 - 3.a) Attend pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic progress meetings
 - 3.b) Implement and enforce accepted APP and AHA.
 - 3.c) Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be kept on jobsite for review by Engineering Technician.
 - 3.d) Ensure sub-contractor compliance with safety and health requirements. 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.

5.5 EM-385 1-1 APPLICABILITY

Accident Prevention Plan (APP)

The contractor is required to submit a General APP. Requirements of this deliverable are posted in ***Deliverables and Performance***. The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below.

- 1) The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. All safety requirements of this contract apply to all subcontractors employed by the prime contractor at all levels and shall be enforced by the prime contractor.
- 2) Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.
- 3) The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the onsite superintendent, the designated site safety and health officer and any designated CSP and/or CIH.
- 4) Submit the APP to the Contracting Officer twenty-one (21) calendar days after contract award. Work cannot proceed without an accepted APP.
- 5) Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the basic contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified. Work stoppages of this nature shall not constitute a government caused delay and time extensions will not be granted.
- 6) Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Revisions to the APP will be the responsibility of the contractor and shall be distributed to the Contracting Officer and government technical representative for review and acceptance.
- 7) Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within twenty-four (24) hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSE A10.34,) and the environment. Copies of the accepted plan will be maintained at the Contracting Officer's office and job site.
- 8) The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

5.6 EM 385-1-1 Contents

In addition to the requirements outlined in Appendix A of USACE EM 385-1-1, the following is required to be included:

- 1) Names and qualifications: Resumes including education, training, experience and certifications of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used

such as CSPs, CIHs, STSs, CHSTs. The duties of each position shall be specified. Requirements of this deliverable are posted in ***Deliverables and Performance***.

- 2) Qualifications of Competent and of Qualified Persons: Competent or Qualified person(s) qualifying skills statement(s) shall be kept at the project site available for Government Designated Authority review. The competent person(s) and qualified person(s) shall be designated in writing in the Site-Specific Accident Prevention Plan (APP). The qualifying factors for either designation shall be submitted for any of the following major construction activities prior to its occurrence: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical, and biological agents; personal protective equipment and clothing to include selection, use and maintenance. Requirements of this deliverable are posted in ***Deliverables and Performance***.

5.7 Activity Hazard Analysis (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1 figure 1-6 Submit the AHA for review no earlier than six (6) calendar weeks and no later than one (1) calendar week prior to the start of each phase of work, as described under ***Deliverables and Performance***. Subsequent AHAs shall be prepared as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

5.8 Emergency Medical Treatment

Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.

5.9 Accident Notification and Reports

1) For recordable injuries and illnesses, and property damage accidents resulting in at least \$5,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the Navy Contractor Significant Incident Report (CSIR) form. Requirements of this deliverable are posted in ***Deliverables and Performance***. The Contracting Officer will provide copies of any required or special forms.

2) 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 \$5,000, 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.

3) Monthly Work-Hour Reports: Monthly work-hour reporting to the Contracting Officer is required to be attached to the monthly billing request. Requirements of this deliverable are posted in ***Deliverables and Performance***. 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 at the contract Pre-Performance meeting.

5.10 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.

5.11 Fall Protection and Prevention (FP&P) Plan

The Contractor shall create a plan that is site specific and addresses all fall hazards in the work place during the different construction phases of work. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised every six (6) months for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan and all associated AHAs shall be part of the Fall Hazard Protection and Prevention Program. Additional requirements can be found in ***Deliverables and Performance***.

5.12 Weight Handling Equipment

1) Provide a Certificate of Compliance for each crane entering an activity under this contract. Requirements of this deliverable is posted in ***Deliverables and Performance***. This 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 this certification on the crane or cranes if more than one involved in the contract.

2) Notify the Contracting Officer five (20) 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. Prime Contractor Field Supervisor is responsible for performing the safety check.

3) 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.

4) 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) 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.

7) Use cribbing when performing lifts on outriggers.

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

9) 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.

10) 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.

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

12) 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.

5.13 Crane Critical 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. Requirements of this deliverable are posted in ***Deliverables and Performance***. The plan shall include the requirements of USACE EM 385-1-1, paragraph 16.C.18. and the following:

- (1) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).
- (2) 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.

5.14 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Section 16 and Appendix G. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 50,000 pounds or greater, crane operators shall be designated as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators). Proof of Qualifications for Crane Operator(s) shall be provided for each crane event. Requirements of this deliverable are posted in ***Deliverables and Performance***.

5.15 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 occur. 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).

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 Weight Handling Equipment Accident Report (Crane and Rigging Gear) form and provide the report to the Contracting Officer and Engineering Technician within 3 days of the accident. Requirements of this deliverable are posted in ***Deliverables and Performance***. 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.

5.16 Conduct of Electrical Work

Follow electrical safety criteria specified in USACE EM 385-1-1, and NFPA 70E during the conduct of all work. OSHA Approved Certification – The equipment installation and its component parts shall be in compliance with the applicable OSHA regulations in accordance with CFR Title 29, Chapter XVII, Part 1910 and installed in accordance with NEC/NFPA requirements. Approval shall be as specified under the “Approval” and “Acceptance” criteria in the OSHA regulations Subpart “O”, Machinery and Machine Guarding paragraph 1910.212 and Subpart “S” Electrical, paragraph 1910.303 and paragraph 1910.399. After equipment delivery and installation, and prior to testing, the contractor shall provide an OSHA Certification Report. Failure to provide this certification report will delay acceptance of the equipment, and could result in rejection for failure to comply with the terms of the contract.

This report documents the results of all tests performed, provides an assessment of the equipment performance for compliance with the contract requirements, and forms a basis for recommending a safety certification. The report, test and evaluation shall be a composite of those inspection requirements specified in the contract. The report shall be prepared in an orderly manner to clearly and accurately set forth the collected data and conclusion resulting from these inspection requirements, opinions and subjective conclusions shall be clearly identified. The report shall include, but is not limited to, the following:

- a. List of all tests performed and by whom witnessed. List of data used for evaluation.
- b. Tabulation of all discrepancies related to specification performance requirements. Description of limitations revealed by data utilized.
- c. Actions taken to mitigate each discrepancy and limitation. Recommendations for subsequent actions.
- d. Summary conclusions.
- e. Manufacturer Certification that equipment has been manufactured and installed to OSHA CFR 1910.399

5.17 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 Marshall through the Engineering Technician. **This request must be made within 14 calendar days of performing Hot Work.** 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. Requirements of this deliverable are posted in *Deliverables and Performance*.

5.18 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. Sign's 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.

5.19 Confined Space Entry Plan

Develop a confined space entry plan in accordance with USACE EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, and any other federal, state and local regulatory requirements identified if identified in this requirement. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no

confined space work, include a statement that no confined space work exists and none will be created.) Requirements of this deliverable are posed in ***Deliverables and Performance***.

5.20 Competent Person for Confined Space Entry

Provide a competent person for confined space meeting the definition and requirements of Section 6 of EM 385-1-1 when confined space has been identified as part of the requirement. Should the work involve marine operations that handle combustible or hazardous materials, this person shall be a NFPA certified marine chemist.

5.21 Quality Control

The Contractor shall establish and maintain an inspection system in accordance with the FAR Clause 52.246-12, INSPECTION OF CONSTRUCTION, to ensure that the work performed conforms to the contract requirements. Submit a Contract Quality Control plan and the name of the QC Manager for Government to review and acceptance. The Contractor shall be responsible for all quality control and all inspections and tests that are required. Obtain approvals, except those required for field installations, field applications, and post-field tests, prior to delivery of materials and equipment to the project site. Unless otherwise specified, arrange for factory tests and inspections when they are required. The Contractor shall perform field tests and provide labor, equipment, and incidentals required for testing. Also, the Contractor shall be able to produce evidence, when required, that each item of work has been constructed properly in accordance with the drawings, specifications, and product manufacturers' instructions.

Note: The Contractor shall maintain a file of all scheduled and performed QC inspections, inspection results, and dates and details of corrective and preventive actions. The file shall be the property of the Government and made available during the Government's regular working hours. The Contract QC Plan shall include the following:

- 1) Participate in the Post Award Pre-Performance Conference, Partnering, Coordination Meetings and Production Meetings.
- 2) Ensure that no construction begins before required submittals are approved. Submit Material Safety Data Sheets (MSDS) as applicable. Immediately stop any work that does not comply with the contract scope of work, and direct the removal and replacement of any defective work.
- 3) Prepare a QC Report.
- 4) Hold weekly QC meetings with Superintendent and Government team; participation shall be suitable for the phase of work.
- 5) Ensure that safety inspections are performed.
- 6) Maintain testing plan and log (if scope of work requires it). Ensure that all testing is performed per contract.
- 7) Maintain deficiency log on site, noting dates deficiency identified, and date corrected.
- 8) Certify and sign statement on each invoice that all work to be paid under the invoice has been completed in accordance with contract requirements.
- 9) Perform Punch-out and Pre-final inspections, and participate in Final Inspections. Establish list of deficiencies; correct prior to the Final inspection.
- 10) Ensure that all required keys, operation and maintenance manuals, and warranty certificates are submitted to the Contracting Officer. The QC Manager must possess a current certificate showing successful completion of the USACE/Navy Contractor Quality Management (CQM) Training. To acquire a Quality Control Certification you

can contact Michael Ervin, Training Coordinator for the Association of General Contractors (AGC) at mervin@agcwa.com or phone (206) 284-006, option 4. The AGC has partnered with the USACE /Navy to provide this training and there is a fee for this course.

5.22 Environment Protection

For additional information see handout “*Guide to Environmental Compliance Requirements for Contractors and Subcontractors*”. Copy will be provided at Pre-Construction Conference and contractor may contact the Contracting Officer or Engineering Technician for electronic copies.

The Contractor shall sign the front page of the *Guide* and provide it to the ET. Contractor should read the *Guide* and provide a copy of it to all employees. (See ***Deliverables and Performance***)

5.23 Asbestos and Lead Exposure

The contractor is responsible for providing an asbestos awareness program which will include OSHA asbestos-related regulations (29 CFR 1926.1101), “Exposure to Asbestos in Construction Work”, and (29 CFR 1910.1001) “Asbestos”. Contractor will provide verification of this training upon request by contracting officer or engineering technician.

Contractors that will disturb lead-containing building materials during the work will take all necessary precautions to protect NUWC Division, Keyport employees and visitors from exposure to lead dust or containment. These measures will conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62, “Lead Exposure” and applicable local, state, and federal regulations. The contractor will submit a copy of their lead compliance program, as required by 29 CFR 1926.62 (e), “Methods of Compliance” or state OSHA equivalent, with required supporting documentation to the contracting officer for review and approval by the NUW Division, Keyport Safety Office. (See ***Deliverables and Performance***)

For additional information see handout “*Safety Requirements for Contractors and Subcontractors*”. Copy will be provided at Pre-Construction Conference and contractor may contact the Contracting Officer or Engineering Technician for electronic copy.

The Contractor shall sign the front page of the *Guide* and provide it to the Engineering Technician. Contractor should read the *Guide* and provide a copy of it to all employees. (See ***Deliverables and Performance***)

5.24 Hazardous Material Use

Each hazardous material must receive approval from BEO by submitting a Contractor Hazardous Material Inventory (CHMI) form to the Engineering Technician prior to being brought onto the job site or prior to any other use in connection with this contract. **Allow a minimum of twenty (20) working days for processing of the request for use of a hazardous material.** Requirements of this deliverable are posted in ***Deliveries and Performance***. In accordance with state and federal regulations and base instructions, the inventory shall include information identifying the material, manufacturer, Material Safety Data Sheets (MSDSs), and information on material storage requirements and usage.

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.

5.25 Encountered Hazardous Material

The Request for Proposal should have identified materials such as PCB, lead paint, and friable and non-friable asbestos in an *encountered waste summary* (EWS). If material, not indicated in the EWS, which may pose a human health issue upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. **Within fourteen (14) calendar days the Government will issue formal direction.** 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 formal direction. Resolution may include modification pursuant to FAR 52.243-4, Changes, Changes and Changed Conditions, and FAR 52.236-2, and FAR 52.236-2, Differing Site Conditions.

5.26 Encountered Waste Summary (EWS)

The Request for Proposal will identify regulated materials such as PCBs, lead paint, and friable and non-friable asbestos that may generate a waste stream in the project area. The contract shall provide the necessary technical, engineering, testing, handling, control, and disposal requirements and it shall be the contractor's responsibility to comply with the specified requirements.

5.27 Waste Identification Sheet (WIS) or Waste Generated Report (WGR)

After award of the contract, the contractor shall submit to the Engineering Technician, a Waste Information Sheet (WIS) or Waste Generated Report (WGR) for designation by BEO, of each identified waste stream. A WIS may be required for more than just those waste streams included on the EWS, depending on what hazardous material is being brought onto the site by the contractor. If a waste stream is identified which does not appear on the EWS, the contractor shall submit a *Request for Information* (RFI) to the Engineering Technician immediately for proper waste designation by BEO. Requirements of this deliverable are posted in ***Deliverables and Performance***.

5.28 Unforeseen Hazardous Conditions

If unforeseen hazardous materials or conditions at risk of disturbance by actions required by the scope of the contract, are discovered during the course of accomplishment, the contractor shall stop that portion of work and notify the Contracting Officer immediately. **Within fourteen (14) calendar days the Government will determine if the material is hazardous.** If the material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If the 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, 52.243-5, Changes and Changed Conditions, and FAR 52.236-2, Differing Site Conditions.

5.29 Construction /Demolition Waste Management - General Waste Management Plan (WMP)

The contractor is required to implement a general waste management program for recycling non- hazardous construction and demolition waste material for the contract. The WMP shall be submitted to the Contracting Officer for review and acceptance within fourteen (14) days after award of the basic contract. The intent of the WMP is to reduce the amount of waste requiring landfill disposal and promote more efficient use of construction materials. Government policy is to apply sound environmental principles in construction and use of facilities. FAR part 23 clauses in this contract have been included as applicable and should be reviewed by the contractor in detail. As part of the implementation of that policy the Contractor shall: (1) use recovered materials as applicable in accordance with FAR part 23, (2) practice efficient waste management when sizing, cutting, and installing products and materials and (2) use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling or reuse.

The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort. Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work. In the management of waste consideration shall be given to the availability of viable markets, the condition of the material, the ability to provide the material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates. The Contractor shall be responsible

for implementation of any special programs involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage, or recycling shall accrue to the Contractor. Firms and facilities used for recycling, reuse, and disposal shall be appropriately permitted for the intended use to the extent required by federal, state, and local regulations.

5.30 Generated Waste

Records shall be maintained to document the quantity of waste generated using the solid waste tracking sheet (SWTS) (***Deliverables and Performance***) and monthly solid waste summary report (CMPWSR) (***Deliverables and Performance***) the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed of by landfill or incineration. The records shall be submitted to the Engineering Technician at the end of contract performance.

5.31 Waste/ Recycling Containment

The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified. Recyclable materials shall be handled to prevent contamination of materials from incompatible products and materials.

Except as otherwise specified, disposal shall be in accordance with the following:

- 1) 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.
- 2) Recycle. Waste materials that are not suitable for reuse but having value as being recyclable, shall be made available for recycling whenever economically feasible.
- 3) Waste: Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator in accordance with state and federal regulations and base instructions.

5.32 Air Pollution Control

Work under this contract may require the Contractor to obtain a permit or submit notices to the local Air Agency. Submit permit application via the Contracting Officer prior to the start of work covered by the permit.

6. WARRANTY

6.01 Warranty Work

Contractor shall provide a one (1) year warranty on all labor and material guaranteeing workmanship and products are free from defects for the period. Warranty claims filed shall be inspected within five (5) business days of Contractor being notified. Defects discovered during the warranty period shall be remedied within ten (10) calendar days following discovery of the defect; material lead times may extend this period provided the Contractor is expedient at identifying the defect and ordering the materials needed. Additional warranty terms maybe required under this procurement and will be detailed in the Scope of Work. ***If additional warranty is required, provide the Government with a letter detailing the claim process, terms and conditions, and contact information for submitting claims.***

7. DELIVERABLES AND PERFORMANCE

7.01 Deliverables and Performance Table

DELIVERABLES AND PERFORMANCE				
SPEC ITEM	DELIVERABLE TITLE	METHOD OF DELIVERY	SUBMIT TO	DUE DATE

Per FAR 52.222-6	Construction Wage Rate Requirements Statute Weekly Payroll Report	Electronically and follow up hard copy	ET and Payroll POC	Weekly upon start of work
Per FAR 52.222-11	Construction Wage Rate Requirements Statute Act - subcontractor reporting SF 1413	Electronically and follow up hard copy	Contracting Officer and Payroll POC	Within 14 days (2 Weeks) after award
SOW	Product/Material Submittals Construction/Project Schedule	Electronically with hand delivered where necessary	ET for approval	21 days (3 Weeks) after award
1.7	Bonding	Hard Copy provided	Contracting Officer	10 calendar days after award
1.15	Schedule of Values (SOV)	Electronically	Contracting Officer and ET	7 days (1 Week) After Award
1.16	Pre-Construction Conference	In Person	ET will send calendar request to contractor and Contracting Officer	21 days (3 Weeks) After Award
1.19	Weekly Production Plan	Electronically	Contracting Officer and ET	7 days (1 week) after Pre-Construction Conference
1.20	AS-Built Drawings (IF REQUIRED)	Electronically and hard copy	ET	Prior to final payment
2.3	Certificate of Insurance	Electronically	Contracting Officer	10 days after award
2.7	List of Proposed Subcontractors	Electronically	Contracting Officer and ET	7 days (1 Week) after award
2.8	Organizational Chart	Electronically	Contracting Officer	10 days after award
2.8	List of Key Personnel	Electronically	Contracting Officer	10 days after award
2.8	Key Personnel Qualifications	Electronically	Contracting Officer	10 days after award
3.5	Work Outside Regular Hours	Electronically	Contracting Officer and ET	10 days prior to need for such working hours

3.7	Universal Outage Request	Electronically	ET	21 days (3 Weeks) prior to lay down area requirements
4.2	Universal Outage Request	Electronically	ET	21 days (3 Weeks) prior to proposed outage date
5.4	Site Safety Health Officer (SSHO)	Electronically - Resume of SSHO demonstrating qualifications	ET	21 days (3 Weeks) after award
5.5	Accident Prevention Plan (APP)	Electronically	Contracting Officer and ET	21 days (3 weeks) after award - <i>must be included as a milestone on schedule</i>
5.6	Qualifications and Identification of Competent and Qualified Persons (Per EM 385 1-1)	Electronically - Identified in the APP and hard copy at job site	Contracting Officer and ET, Posted at Jobsite in APP	21 days (3 Weeks) after award - <i>must be included as a milestone on schedule</i>
5.7	Activity Hazard Analysis (AHA) (Per EM 385 1-1)	Electronically	Contracting Officer and ET	21 days (3 Weeks) prior to each phase, <i>must be included as a milestone on schedule</i>
5.9	Navy Contractor Significant Incident Report (CSIR)	PHONE CALL and electronically submitted report	Contracting Officer and ET	Immediately following any recordable injuries, illnesses and /or property damage accidents resulting in at least \$5,000 in damages
5.9	Monthly work-hour reports (for ESAMS)	Electronically with Invoice	Contracting Officer and ET	Monthly and/or with invoice
5.11	Fall Protection and Prevention Plan (FP&P) (Per EM 385 1-1)	Electronically	Contracting Officer and ET	21 days (3 Weeks) after award - <i>must be included as a milestone on schedule</i>
5.12, 5.13 and 5.14	Crane Operator's Qualifications, Crane Certifications, Critical Lift Plan; (IF REQUIRED)	Electronically and In Person	Contracting Officer and ET	20 days prior to every scheduled evolution and with every subsequent

				crane lift plan in accordance with EM 385-1-1 para 16.C.18
5.15	Weight Handling Equipment (WHE) Accident	PHONE CALL And follow up accident investigation/report	Contracting Officer and ET	AS SOON AS PRACTICAL, but no later than 4 hours after the Incident
5.17	Hot Work permit from Regional Fire Inspector	Post Hard Copy on jobsite for government review/inspection	ET	14 days (2 Weeks) prior to hot work being required
5.19	Confines Space Entry Plan (Per EM 385 1-1) (IF REQUIRED)	Electronically	ET	21 days (3 Weeks) after award
5.21	Daily QC/production Report	Electronically	ET	Every day after award
5.21	QC Plan	Electronically	Contracting Officer and ET	21 days (3 Weeks) after award
5.21	QC Inspection File	Electronically	ET	Monthly with invoice
5.22	Guide to Environmental Compliance Regulations for Contractors and Subcontractors	Electronically and Hard Copy – Contractor is to sign front page of Hard copy acknowledging receipt	ET	Provided to Contractor at Pre-Construction Conference
5.23	Submittal of Lead Compliance Program (IF REQUIRED)	Electronically	Contracting Officer and ET	21 days (3 Weeks) after award
5.23	Safety Requirements for Contractors and Subcontractors	Electronically and Hard Copy – Contractor is to sign front page of Hard copy acknowledging receipt	ET	Provided to Contractor at Pre-Construction Conference
5.24	Contractor Hazardous Material Inventory (CHMI)	Electronically	ET	21 days (3 Weeks) after award and Prior to Pre-Construction Conference
5.27	Waste information sheet (WIS) or Waste Generation Record (WGR)	Electronically	ET	14 days (2 Weeks) after contract award or 21 days

				(3 weeks) before waste generation if a change to the waste management plan is necessary
5.29	Waste Management Plan (WMP)	Electronically IF REQUIRED	Contracting Officer	14 days (2 Weeks) after contract award, prior to initiating any site preparation work.
5.30	Solid Waste Tracking Sheet (SWTS)	Electronically	ET	As required, after disposal; added monthly to CMPWSR
5.30	Contractors Monthly Project Waste Summary Report (CMPWSR)	Electronically	ET	Due monthly on the 5th
6.01	WARRANTY For work performed, material installed or equipment installed i.e. windows, HVAC unit, special flooring, roofing, etc.	Electronically	Contracting Officer and ET	Warranty information must be provided prior to acceptance and final payment

8. ATTACHMENTS

- 8.01 Material Equipment In Place List
- 8.02 Site Layout/ Drawings
- 8.03 Photo **REV01 – 10-12-22**
- 8.04 PPI Form
- 8.05 Bid Form
- 8.06 Past Performance References Form
- 8.07 Safety Data Sheet
- 8.08 OSHA – Calculating Injury and Illness Incident Rate
- 8.09 OPSEC Guide for Defense Contractors (2016)
- 8.10 NAVSEA Guide to Environmental Compliance Requirements
- 8.11 Safety Requirements for Contractors and Subcontractors (2021)
- 8.12 Wage Determination
- 8.13 Contractor Payroll Receipt Record Form – Attached with award documents
- 8.14 Claim Release Form– Attached with award documents

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(End of Summary of Changes)

