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SECTION 01 30 00.24

OTHER ADMINISTRATIVE AND SPECIAL REQUIREMENTS

PART 1 GENERAL

Attachments:

1.1 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

In accordance with FAR 31.105(d)(2)(i)(b), for the predetermined schedule of construction equipment use rates, use Engineer Pamphlet (EP) 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule. Copies of each regional schedule may be obtained through the following internet site:

<https://www.publications.usace.army.mil/USACE-Publications/Engineer-Pamphlets/>
on pages 10 and 11 of 13.

1.2 CONTRACTOR SUPPLY AND USE OF ELECTRONIC SOFTWARE FOR PROCESSING CONSTRUCTION WAGE RATE REQUIREMENTS STATUTE CERTIFIED LABOR PAYROLLS

a. Use a commercially-available electronic system to process and submit certified payrolls electronically to the Government. The requirements for preparing, processing and providing certified labor payrolls are established by the Wage Rate Requirements statute.

b. Obtain and provide for all access, licenses, and other services required to provide for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the Contractor to comply with the Wage Rate Requirements statute. Use the electronic payroll service to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract. The electronic payroll service must be capable of preserving these payrolls and related basic records for the required three years after contract completion. Obtain and provide electronic system access to the Government, as required to comply with the Wage Rate Requirements over the duration of the construction contract.

c. The Contractor's provision and use of an electronic payroll processing system must meet the following basic functional criteria:

- (1) commercially available;
- (2) compliant with appropriate Wage Rate Requirements statute payroll provisions in the FAR;
- (3) able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract;
- (4) capable of producing an Excel spreadsheet-compatible electronic output

of weekly payroll records for export into an Excel spreadsheet to be imported into the contractor's mode of Resident Management System 3.0;

(5) demonstrated security of data and data entry rights;

(6) ability to produce Contractor-certified electronic versions of weekly payroll data;

(7) ability to identify erroneous entries and track the data/time of all versions of the certified Wage Rate Requirements statute payrolls submitted to the government over the life of the contract;

(8) capable of generating a durable record copy in a Compact Disc (CD) or Digital Versatile Disc (DVD) and Portable Document Format (PDF) file record of data from the system database at the end of the contract closeout. This durable record copy of data from the electronic payroll processing system must be provided to the Government during contract closeout.

d. All Contractor-incurred costs related to the Contractor's provision and use of an electronic payroll processing service must be included in the Contractor's price for the overall work under the contract. The costs for compliance with the Wage Rate Requirements statute by using electronic payroll processing services must not be a separately bid or reimbursed item under this contract.

1.3 VETERANS EMPLOYMENT EMPHASIS FOR U.S. ARMY CORPS OF ENGINEERS CONTRACTS

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13 and Department of Labor regulations, U.S. Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of U.S. veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts:

- U.S. Department of Labor Veterans' Employment and Training Service (VETS):
<https://www.dol.gov/vets/>
- Federal Veteran Employment Information: <https://www.fedshirevets.gov/>
- Veterans Opportunity to Work (VOW) Program:
<https://www.benefits.va.gov/vow/>
- U.S. Army Warrior Transition Command Employment Index:
<https://wct.army.mil/modules/employers/index.html>
- Hiring Our Heroes: <https://www.uschamberfoundation.org/hiring-our-heroes>

1.4 CONTRACTOR PERFORMANCE EVALUATIONS

See Federal Acquisition Regulation (FAR) Subpart 42.1502(e) for the requirements on past performance evaluations for construction contracts. For construction contracts valued at or above \$750,000.00, including all modifications, the USACE will evaluate Contractor's performance using the web-based Contractors Performance Assessment Reporting System (CPARS). After the USACE drafts an evaluation (interim or final), the Contractor

will have the opportunity to access, review, comment and either concur or non-concur with the evaluation in the CPARS system for a period of 60 days. Access to the CPARS system requires either specific software called PKI certification (recommended method) or a username and password. The PKI certification is a Department of Defense recommendation and to provide security in electronic transactions. The certification software could cost approximately \$110 - \$125 per certificate per year and may be purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and contacting vendors can be found on the web site: <https://www.cpars.gov>.

1.5 ANTITERRORISM (AT)/OPERATIONS SECURITY (OPSEC) PROVISIONS

~~1. AT Level I Training~~

~~All Contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days prior to mobilization. The Contractor shall submit certificates of completion and memo listing names of each affected Contractor employee and subcontractor employee who took the training on the date listed on the submitted certificate, to the COR or to the contracting officer, if a COR is not assigned, within 5 calendar days after completion of training by all employees and subcontractor personnel (submittal: AT Level I Training Sign-In Sheets). Any following trainings documented via memo shall require at least one formal certificate matching the dates listed on the memo. AT Level I awareness training is available at the following website: <https://jko.jten.mil/courses/at11/launch.html>.~~

~~2. Access and General Protection/Security Policy and Procedures~~

~~All Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.~~

~~2.1 Submit a complete, updated and signed, list of all Contractor and subcontractor personnel, including their titles and intended working hours, who will be working on site prior to start of work. This listing shall be revised and resubmitted when personnel changes occur. (SUBMITTAL FIO)~~

~~2.2 Personnel Risk Assessment~~

~~A minimum of seven days prior to engaging in work submit, to the CO or Project POC, a Personnel Risk Assessment (PRA) for each employee requiring authorized unescorted access to the Jobsite. The Contractor employee will only be allowed authorized unescorted physical access after the PRA is shown to and approved by the Government.~~

~~2.3 Authorized Unescorted Access Requirements~~

~~Perform a Personnel Risk Assessment (PRA) on all Contractor personnel that require authorized unescorted access to the Jobsite. Costs associated with the execution of the PRA shall be at the expense of the Contractor. The content of the PRA is defined by the requirements as follows:~~

~~a. Criminal Check — Obtain a criminal background check, completed within the last seven years (assuming continuous employment, otherwise a new one must be accomplished), on all Contractor personnel that require authorized unescorted access to the Jobsite. A minimum of a 7-year criminal background check with the state patrol office shall be performed from all states of residence and employment, for the past seven years. The Project Security Officer through the Contracting Officer will approve, disapprove, or revoke authorized unescorted access to the Jobsite as a result of the seven-year background check.~~

~~b. Identity Verification — Contractor employees shall provide positive verification of individual identity prior to authorized unescorted access to the Jobsite. Acceptable forms of identity verification are documents issued by a federal Government agency that include: the individual's photograph, name, and date of birth, such as a passport or military identification (ID) card. Additionally, a state issued driver's license or ID card is acceptable for identity verification.~~

~~c. The Criminal Check and Identity Verification shall be updated at least every seven years for each employee requiring authorized unescorted access to the Jobsite.~~

~~d. Escort Requirements — Contractor personnel not cleared for authorized access to the Jobsite may be escorted by Government or Contractor personnel that have authorized unescorted access to the Jobsite. All costs related to the escorting of non-cleared personnel shall be at the expense of the Contractor. Additional burden shall not be placed upon the Government to provide these escorts. Prior to access, coordination with the Project Security Officer is required, including but not limited to:~~

- ~~—— (1) Verification of identity with photo identification~~
- ~~—— (2) Name of escorting individual and verification of unescorted status~~
- ~~—— (3) Time of entry into the Jobsite~~
- ~~—— (4) Time exiting the Jobsite.~~

~~3. Not Used~~

~~4. iWATCH and/or CorpsWatch Training —~~

~~The Contractor and all associated subcontractors shall brief all employees on the local iWATCH, Corps Watch, or See Something, Say Something program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 10 days prior to mobilization and within 30 calendar days of new employees commencing performance with the results reported to the COR. (submittal: iWATCH and/or CorpsWatch Training Sign In Sheets).~~

~~http://www.myarmyonesource.com/cmsresources/Army%20OneSource/Media/Videos/Family%20Programs%20and%20Services/iWatch_Program/iWATCH%2060_4streaming.wmv~~

~~5. and 6 NOT USED.~~

~~7. OPSEC Training~~

~~All new Contractor employees will complete Level I OPSEC training within 30 calendar days prior to mobilization. Additionally, all Contractor employees must complete annual OPSEC awareness training. (submittal: OPSEC Training Sign In Sheets) <https://securityawareness.usalearning.gov/opsec/>~~

~~8. thru 12 NOT USED~~

~~13. Will be Escorted in Areas Where They May be Exposed to Classified and/or Sensitive Materials and/or Sensitive or Restricted Areas~~

~~If applicable, all contract employees, including subcontractor employees who are not in possession of the appropriate security clearance, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas. There is NO classified material at this project location.~~

~~14. Contractor Company to Obtain a Facility Clearance and Individual Clearances at the Appropriate Level~~

~~The Prime Contractor Company must have (or will have) a Facility Clearance (FCL) at the appropriate level (IAW the NISPOM DOD 5220.22-M and AR 380-49) prior to the start of the contract awarded period of performance. Contractor personnel performing work under this contract must have the required security clearance, per AR 380-67, at the appropriate level at the start of the period of performance. Security Clearances and FCL requirements are required to be maintained for the life of the contract IAW the DD254 attached to the contract. If no FCL, the supporting Government Contracting Activity will sponsor the prime contract company in obtaining the FCL. This location does NOT require a Facility Clearance/FCL.~~

~~15. Pre Screen Candidates using E-Verify Program~~

~~The Contractor must pre-screen Candidates using the E-verify Program (<http://www.dhs.gov/E-Verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the Candidate has two valid forms of Government issued identification prior to ensure the correct information is entered into the E-verify system. An initial list of verified/eligible Candidates must be provided to the COR no later than 3 business days after the initial contract award.~~

~~16. & 17 Not Used~~ **1. General security requirements and guidance:**

The security requirements described below apply to all contract personnel (including employees of the prime Contractor ("Contractor") and all subcontractor employees) supporting the performance requirements of this contract. The Contractor is responsible for compliance with these security requirements. Questions regarding security matters shall be addressed to the designated Government representative (e.g., Contracting Officer Representative (COR), Requiring Activity (RA) representative, or Contracting Officer (if a COR or other RA representative is not appointed)). Contract personnel are critical to the overall security and safety of US Army Corps of Engineers (USACE) installations, facilities and activities, and security awareness training contributes to those efforts. The Department of Defense (DoD) and Army security training requirements specified below, if applicable, are performance requirements; all applicable contract personnel shall complete initial training within 30 days of contract award or the date new contract personnel begin

performance on the contract. Within five business days from the completion of training, the Contractor shall provide written documentation (e.g., email or memorandum) to the Government representative. The documentation shall include the names of contract personnel trained and which training they completed; the Contractor shall maintain training records as part of their contract files and be prepared to provide copies of training certificates to the Government representative. Contractor personnel and vehicles are subject to search when entering federal installations. Additionally, all contract personnel shall comply with Force Protection Condition (FPCON) measures, Random Antiterrorism Measures (commonly referred to as "RAMs"), and Health Protection Condition (HPCON) measures. The Contractor is responsible for meeting performance requirements during elevated FPCON and/or HPCON levels in accordance with applicable RA plans and procedures-this includes identifying mission essential and non-mission essential personnel. In addition to the changes otherwise authorized by the changes clause of this contract, should the FPCON or HPCON levels at any individual facility or installation change, the Government may implement security changes that affect contract personnel. The Contractor shall ensure all contract personnel are aware of their security responsibilities, including any site-specific requirements identified in local policies or procedures.

2. Antiterrorism (AT) Level I training:

All contract personnel requiring routine access to Army installations, facilities, and controlled access areas, or requiring network access shall complete initial and annual refresher AT Level I awareness training. Online AT Level I awareness training is available at <https://jko.jten.mil/> (website subject to change).

3. Physical security and access control requirements: All contract personnel requiring physical access to a federal installation or facility shall comply with the access control procedures of that location. Contract personnel requiring unescorted access to meet contract performance requirements on a DoD installation in the US shall be vetted by the installation/facility Provost Marshal/Directorate of Emergency Services/Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). Contract personnel shall comply with all personal identity verification requirements specified in installation/facility policies and procedures. Contract personnel who do not meet requirements for unescorted access to USACE facilities shall coordinate escorted access with the Government representative, as needed. Contract personnel who receive keys, access cards, or lock combinations that provide access to government-owned property shall comply with key and lock control procedures of the RA.

3.1 Submit a complete, updated and signed, list of all Contractor and subcontractor personnel, including their titles and intended working hours, who will be working on site prior to start of work. This listing shall be revised and resubmitted when personnel changes occur. (SUBMITTAL FIO)

3.2 Personnel Risk Assessment

A minimum of seven days prior to engaging in work submit, to the COR or Project POC, a Personnel Risk Assessment (PRA) for each employee requiring authorized unescorted access to the Jobsite. The Contractor employee will only be allowed authorized unescorted physical access after the PRA is shown to and approved by the Government.

3.3 Authorized Unescorted Access Requirements

Perform a PRA on all Contractor personnel that require authorized unescorted access to the Jobsite. Costs associated with the execution of the PRA shall be at the expense of the Contractor. The content of the PRA is defined by the requirements as follows: (SUBMITTAL PRA)

a. Criminal Check - Obtain a criminal background check, completed within the last seven years (assuming continuous employment, otherwise a new one must be accomplished), on all Contractor personnel that require authorized unescorted access to the Jobsite. A minimum of a 7-year criminal background check with the state patrol office shall be performed from all states of residence and employment, for the past seven years. The Project Security Officer through the Contracting Officer will approve, disapprove, or revoke authorized unescorted access to the Jobsite as a result of the seven-year background check.

b. Identity Verification - Contractor employees shall provide positive verification of individual identity prior to authorized unescorted access to the Jobsite. Acceptable forms of identity verification are documents issued by a federal Government agency that include: the individual's photograph, name, and date of birth, such as a passport or military identification (ID) card. Additionally, a state issued driver's license or ID card is acceptable for identity verification.

c. The Criminal Check and Identity Verification shall be updated at least every seven years for each employee requiring authorized unescorted access to the Jobsite.

d. Escort Requirements - Contractor personnel not cleared for authorized access to the Jobsite may be escorted by Government or Contractor personnel that have authorized unescorted access to the Jobsite. All costs related to the escorting of non-cleared personnel shall be at the expense of the Contractor. Additional burden shall not be placed upon the Government to provide these escorts. Prior to access, coordination with the Project Security Officer is required, including but not limited to:

- (1) Verification of identity with photo identification
- (2) Name of escorting individual and verification of unescorted status
- (3) Time of entry into the Jobsite
- (4) Time exiting the Jobsite.

4. Not Used

5. Not Used

6. Suspicious Activity Reporting training (e.g. iWATCH, CorpsWatch, or See Something, Say Something):

All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative or law enforcement entity.

This training shall be completed within 10 days prior to mobilization and within 30 calendar days of new employees commencing performance with the

results reported to the COR. (submittal: iWATCH and/or CorpsWatch Training Sign In Sheets).

http://www.myarmyonesource.com/cmsresources/Army%20OneSource/Media/Videos/Family%20Programs%20and%20Services/iWatch_Program/iWATCH%2060_4streaming.wmv

7. Not Used

8. Not Used

9. Not Used

10. Not Used

11. Not Used

12. Not Used

13. Not Used

14. Pre-screen candidates using E-Verify Program: Contractors shall comply with the requirements set forth in FAR clause 52.222-54 Employment Eligibility Verification and FAR Subpart 22.18 in using the E-Verify Program at (<https://www.e-verify.gov/>) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

15. Not Used

16. Not Used

1.6 COMPUTING COMPLETION DATES FOR NON-WORK PERIOD

No work will be required at the construction site during the period 01 March through 15 May inclusive and 01 September through 15 December inclusive. The pumps will be required for inspections during these periods. The days in this period have been included in computing the calendar days for completion of the work. The Contractor may perform work at the site during all or any part of this period upon giving prior written notice to the Contracting Officer. Working during this non-work period requires approval by the Contracting Officer. No time extensions will be granted for delays during this period.

1.7 CONTRACT DRAWINGS AND SPECIFICATIONS

1.7.1 SETS FURNISHED

Utilize the bid drawings and specifications as amended in the performance of the work until the electronic Adobe Acrobat.pdf conformed specifications and contract drawings (i.e., bid drawings that have been posted with all amendment changes) are sent electronically to the Contractor. The work

must conform to the contract drawings, set out in the drawing index, all of which form a part of these specifications. The work must also conform to any of the standard details bound or referenced herein. The Contractor shall be responsible for making copies of all plans and specifications as needed for the duration of the contract.

1.7.2 DISTRIBUTION

The Government will provide the Contractor with a CD-ROM or DVD-ROM or sent electronically containing Adobe Acrobat.pdf contract drawings.

1.7.3 NOTIFICATION OF DISCREPANCIES

Check all drawing files furnished by the Government immediately upon their receipt and promptly notify the Contracting Officer of any discrepancies. Follow dimensions marked on drawings in lieu of scale measurements. Enlarged plans and details govern where the same work is shown at smaller scales. All scales shown are based on a standard drawing size of 22" x 34". If any other size drawings are furnished or plotted adjust the scales accordingly. Advise sub-contractors of the above. Compare all drawings and verify the figures before laying out the work and take responsibility for any errors which might have been avoided thereby.

1.7.4 OMISSIONS

Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, does not relieve the Contractor from performing such omitted or misdescribed details of the work but work must be performed as if fully and correctly set forth and described in the drawings and specifications.

1.8 SUBMITTALS

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

SD-01 Preconstruction Submittals

AT Level I Training Sign In Sheets;

Sign In Sheets for all employee training required for AT Level I Training, see OPSEC paragraphs, subparagraph 2

Security Personnel List; G-PO

Security Personnel list as described in Access and General Protection/Security Policy and Procedures see OPSEC paragraphs, subparagraph 3.1.

Personnel Risk Assessment; G-PO

Provide Personnel Risk Assessment for each employee requiring authorized unescorted access to the Jobsite. See OPSEC paragraphs, subparagraph 3.2

iWATCH and/or CorpsWatch Training Sign In Sheets;

Sign In Sheets for all employee training required for iWATCH and/or CorpsWatch Training, see OPSEC paragraphs, subparagraph 6

E-Verify;

Provide E-Verify completion sheets required for OPSEC, see OPSEC paragraphs, subparagraph 14

SD-02 Shop Drawings

Equipment Room Drawings; G-RO.

1.9 PAYMENT

1.9.1 PROMPT PAYMENT ACT

Pay requests authorized in GENERAL CONDITIONS (CONTRACT CLAUSES) clause: "Payments Under Fixed-Price Construction Contracts", will be paid pursuant to the clause, "Prompt Payment for Construction Contracts". Submit pay requests on ENG Form 93 and 93a, "Payment Estimate-Contract Performance" and "Continuation". All information and substantiation required by the identified contract clauses must be submitted with the ENG Form 93, and the required certification included on the last page of the ENG Form 93a, signed by an authorized contractor official and dated when signed. The designated billing office is the Office of the Area Engineer.

1.9.2 PAYMENT FOR MATERIALS STORED OFFSITE

a. As allowed under (FAR) 52.232-5 "Payments Under Fixed Price Construction Contracts", the Administrative Contracting Officer, at their discretion, may authorize progress payments for any material stored off-site provided:

- (1) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract,
- (2) Material is stored in such a manner to protect it from damage, fire, theft, etc.
- (3) The Contractor provides evidence of insurance for material, and,
- (4) Material is clearly identified and delineated by contract number for use on the applicable project.

b. The Administrative Contracting Officer reserves the right to inspect any off-site material prior to authorizing progress payments. Provide paid invoices listing the value of material and labor incorporated in the items.

1.10 AVAILABILITY AND USE OF UTILITY SERVICES

a. The Government will make available, from existing outlets and supplies, all reasonably required amounts of water, compressed air and electricity required in the performance of the work without charge to the Contractor.

b. Carefully conserve utilities furnished without charge. Install and maintain all necessary temporary connections and distribution lines in a workmanlike manner satisfactory to the Contracting Officer, pay all associated costs, and remove the same prior to final acceptance of the construction.

1.11 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the GENERAL CONDITIONS (CONTRACT CLAUSES) clause entitled "Default: (Fixed-Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

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

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

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

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

Jan	14
Feb	12
Mar	8
Apr	4
May	4
Jun	5
Jul	3
Aug	3
Sep	3
Oct	3
Nov	5
Dec	13

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the RMS daily CQC report, any occurrence of adverse weather and resultant impact to normally scheduled work, within 24 hours of the event. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. Describe in the RMS daily CQC reports the critical path item that is being affected and provide the critical path activity number(s) from the current schedule. The COR must acknowledge and accept the agreed upon occurrence of each adverse weather

delay in RMS for the delays to be considered as adverse weather delays.

At the end of each month, identify the number of actual adverse weather delay days that includes days impacted by actual adverse weather (even if adverse weather occurred in previous month), calculated chronologically from the first to the last day of each month, and recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the GENERAL CONDITIONS (CONTRACT CLAUSES) clause entitled "Default (Fixed Price Construction)". (ER 415-1-15)

1.12 INSURANCE REQUIRED

In accordance with GENERAL CONDITIONS (CONTRACT CLAUSES) clause: "Insurance Work on a Government Installation," procure the following minimum insurance:

Type	Amount
Workmen's Compensation and Employer's Liability Insurance	\$100,000
General Liability Insurance	\$500,000 per occurrence
Automobile Liability Insurance	
Bodily injury	\$200,000 per person and \$500,000 per occurrence
Property damage	\$ 20,000 per occurrence

(Coverages per FAR 28.307-2)

1.13 CONTRACTOR QUALITY CONTROL (CQC)

See Section 01 45 00.00 10 QUALITY CONTROL.

1.14 NONDOMESTIC CONSTRUCTION MATERIALS

The list of excepted nondomestic construction materials or their components referenced in the Buy American Construction Material Contract Clauses includes the list set forth in paragraph 25.104 of the Federal Acquisition Regulation.

1.15 DAILY WORK SCHEDULES AND WEEKLY COORDINATION MEETINGS

In order to closely coordinate work under this contract, prepare a written agenda/meeting minutes and attend a weekly coordination meeting with the Contracting Officer and Using Service at which time the Contractor must submit for coordination and approval, their proposed daily work schedule for the next two week period. Provide a copy of modifications (MODs), Serial Letters, Requests for Information (RFIs) and any other information that is needed in the minutes of the meeting. Include required temporary utility services, time and duration of interruptions, and protection of adjoining areas with the Contractor's proposed 2-week work schedule. At this meeting, the Contractor must also submit their schedule of proposed dates and times of all preparatory inspections to be performed during the next 2 weeks. All schedules shall be in developed in accordance with Section 01 32 01.00 10 PROJECT SCHEDULE

Coordination action by the Contracting Officer relative to these schedules will be accomplished during these weekly meetings. Daily reports must be completed and given to the Contracting Officer or Representative within 24 hours of work. All official correspondence such as serial letters and RFIs, with attachments are to be provided in one hardcopy original with original signatures and one electronic (Adobe pdf format) copy by email. The Government will consider the correspondence to be received when the official hardcopy or electronic copy is received by the designated office.

1.16 ASBESTOS AND LEAD

a. The Contractor is warned that inhalation of asbestos and lead has been associated with health hazards.

b. Asbestos-containing materials have been identified in area(s) where contract work is to be performed. All contract work activities where the potential exists for worker exposure to airborne asbestos fibers shall be performed in accordance with the requirements set forth in Section 02 82 00 ASBESTOS REMEDIATION.

c. Lead has been determined to be present in some painted surfaces which are scheduled for removal/renovation. See Section 02 83 00 LEAD REMEDIATION for locations and proper procedures.

1.17 PARTNERING

a. The Government intends to encourage the formation of a cohesive partnership with the Contractor. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule and in accordance with plans and specifications. This partnership between the Contractor and the Government will be voluntary and its implementation will not be part of the contract requirements nor will it result in a change to contract price or terms.

b. Not Applicable.

1.18 PROFIT

a. Use the weighted guidelines method of determining profit on any equitable adjustment change order or modification issued under this contract. The profit factors must be as follows:

Factor	Rate	Weight	Value
Degree of Risk	20	See Item	
Relative difficulty of work	15	b. below	
Size of Job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
	100		

b. Based on the circumstances of each procurement action, each of the above factors must be weighted from .03 to .12 as indicated below. Obtain the value by multiplying the rate by the weight. The value column when totaled indicates the fair and reasonable profit percentage under the

circumstances of the particular procurement.

(1) Degree of Risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

(2) Relative Difficulty of Work. If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

(3) Size of Job. All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05.

(4) Periods of Performance. Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

(5) Contractor's Investment. To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

(6) Assistance by Government. To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government-owned property, equipment and facilities, and expediting assistance.

(7) Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

1.19 LABOR CONDITIONS APPLICABLE TO TEMPORARY FACILITIES

It is the position of the Department of Defense that the Davis-Bacon Act, 40 U.S.C. 276a is applicable to temporary facilities such as job headquarters, tool yards, batch plants, borrow pits, sandpits, rock quarries, and similar operations, provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and provided they are adjacent or virtually adjacent to the site of the work and are established after receipt of the proposal or bid. Clause "Payrolls and Basic Records" of the GENERAL CONDITIONS (CONTRACT CLAUSES) is applicable to such operations.

1.20 DRAWING SCALES

All scales shown are based on a standard drawing size of 22" x 34". If any other size drawings are furnished or plotted, the contractor adjust

Powerhouse Unwatering Sump Valve Act, Piping, Ladder & Plat Repl

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the scales accordingly. The Contractor must also advise their sub-contractors of the above.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --