

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W9128F-15-R-0029	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 14-Jan-2015	PAGE OF PAGES 1 OF 53
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO. W9128F-15-D-0030	5. REQUISITION/PURCHASE REQUEST NO. W59XQG50083354	6. PROJECT NO.
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7. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901 TEL: _____ FAX: _____	CODE W9128F	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: _____ FAX: _____
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9. FOR INFORMATION CALL:	A. NAME ALEXANDER D MUELLER	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 402-995-2045
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> ACI EMERGENCY TEMPORARY ROOF REPAIRS Contract covers the territory of Puerto Rico. Return with proposal: All information as required by the solicitation.

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 011100 _____ .)</i>

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ *(hour)* local time _____ *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 210 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> Ceres Environmental Services, Inc. 3825 85th Avenue North Brooklyn Park, MN 55443		15. TELEPHONE NO. <i>(Include area code)</i> (800) 218 - 4424
CODE 1CAW2		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.	0001	0002							
DATE	2/9/15	2/9/15							

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> David A. Preus, Senior Vice President	20B. SIGNATURE 	20C. OFFER DATE 2/19/15
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:
All items as proposed including Amdt 0001 and Amdt 0002. The approved subcontracting plan dated May 15, 2015 is incorporated into the contract.


22. AMOUNT \$25,000,000.00	23. ACCOUNTING AND APPROPRIATION DATA See individual task orders.
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY:	CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input checked="" type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i> Lee M. McCormick	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> Lee M. McCormick
30B. SIGNATURE 	30C. DATE
31B. UNITED STATES OF AMERICA BY 	31C. AWARD DATE 25-JUN-2015

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Lump Sum	\$25,000,000.00	\$25,000,000.00

ACI TEMP ROOFING CONTRACT
 FFP
 BASE PERIOD (Year 1 and 2) for projects in Puerto Rico.

Period of Performance: 25 June 2015 through 31 May 2017

FOB: Destination
 PURCHASE REQUEST NUMBER: FY15ACITEMPROOFING

MAX NET AMT	\$25,000,000.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Lump Sum	UNDEFINED	\$0.00

OPTION ACI TEMP ROOFING CONTRACT
 FFP
 OPTION PERIOD (Year 3) for projects in Puerto Rico.

Period of Performance: 01 June 2017 through 31 May 2018

FOB: Destination
 PURCHASE REQUEST NUMBER: FY15ACITEMPROOFING

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED	Lump Sum	UNDEFINED	\$0.00

OPTION ACI TEMP ROOFING CONTRACT
 FFP
 OPTION PERIOD (Year 4) for projects in Puerto Rico.

Period of Performance: 01 June 2018 through 31 May 2019

FOB: Destination
 PURCHASE REQUEST NUMBER: FY15ACITEMPROOFING

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED	Lump Sum	UNDEFINED	\$0.00

OPTION ACI TEMP ROOFING CONTRACT
 FFP
 OPTION PERIOD (Year 5) for projects in Puerto Rico.

Period of Performance: 01 June 2019 through 31 May 2020

FOB: Destination
 PURCHASE REQUEST NUMBER: FY15ACITEMPROOFING

MAX NET AMT	\$0.00
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INSTRUCTIONS TO OFFERORS**SECTION 002116
INSTRUCTIONS****1. SOLICITATION DESCRIPTION**

1.1 Geographic Scope: The ACI Emergency Temporary Roof Repair solicitation for the territory of Puerto Rico.

1.2 Set-Aside: This solicitation is unrestricted for full and open competition.

1.3 Eligibility Verification: The System for Award Management (SAM) website will be checked to verify an offeror's current classification under North American Industry Classification Code (NAICS) 238160.

1.4 Awards: The U. S. Army Corps of Engineers intends to conduct this acquisition by use of competitive source selection procedures in accordance with the provisions set forth in this Request for Proposal (RFP). From this RFP, the Government intends to award one firm-fixed-price single award task order contract (SATOC), with a total contract capacity of \$25,000,000. The contract will be awarded to fulfill the Government's anticipated need for numerous rapid-response temporary roofing projects in Puerto Rico. These areas comprise the geographic scope of the contract to be awarded under this RFP.

2. PROPOSAL INFORMATION

Please see solicitation for further information.

3. PROPOSAL FORMAT

Please see solicitation for further information.

4. VOLUME CONTENT

Please see solicitation for further information.

5. SOLICITATION RESTRICTIONS

This solicitation is unrestricted for full and open competition. One (1) contract will result from this solicitation.

6. APPROPRIATION AND AUTHORITY

Appropriation: Presidential Declaration specific to an event.

Authority: The work provided for herein is authorized under Public Law 93-288, Robert T. Stafford Disaster Relief and Emergency Assistance Act. Federal Emergency Management Agency (FEMA) tasks USACE to provide and to execute this mission.

7. PERFORMANCE AND PAYMENT BONDS.

See Section 007200, Conditions of the Contract, Clause No. 52.228-15, PERFORMANCE AND PAYMENT BONDS. Bonds are not required in the proposal, but will be required for each task order awarded under the contract. To have the bond considered valid, both the bond and the Power of Attorney must be original. Facsimile copies will not be acceptable.

8. NOTICE REGARDING BUY AMERICAN ACT.

The Buy American Act (41 U.S.C. 10a-10d) generally requires that only domestic construction material be used in the performance of this contract. Exception from the Buy American Act shall be permitted only in the case of non-availability of domestic construction materials. A bid or proposal offering non-domestic construction material will not be accepted unless specifically approved by the Government. When a bidder or offeror proposes to furnish non-domestic construction material, the bid or proposal must set forth an itemization of the quantity, unit price, and intended use of each item of such non-domestic construction material. When offering non-domestic construction material pursuant to this paragraph, bids or proposals may also offer, at stated prices, any available comparable domestic construction material, so as to avoid the possibility that failure of a non-domestic construction material to be acceptable under this paragraph will cause rejection of the entire bid. All bidders are cautioned that, prior Government conduct notwithstanding, the Contractor's selection of a domestic construction material (as defined in FAR 52.225-9 Buy American Act- Construction Materials) which would require the subsequent selection of a foreign construction material for compatibility is not a justification for waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval that each system can be built to meet the contract specifications without the use of foreign construction materials.

9. TASK ORDER AWARD.

In the event of a natural disaster, awarded contracts will be utilized through the issuance of written task orders signed by USACE contracting officers. All USACE contracting officers have authority to issue task orders within their warrant limitations. Contracting officers from other federal agencies may not place orders against these contracts.

10. NOTICE TO PROCEED

In order to expedite award of task orders and issuance of NOTICE TO PROCEED, it is required that contract documents (including Performance and Payment Bonds) be executed and submitted within three (3) days after the successful offeror is notified of task order award.

SUMMARY OF WORK

SECTION 011100 SUMMARY OF WORK

1. GENERAL ROOFING

- 1.1. The Contractor shall provide all supervision, labor, equipment and materials (as listed in paragraph 4 below) necessary to perform temporary roofing repairs on structures that were damaged by national disasters as ordered by USACE. Work shall commence by 0700 the day following receipt of a task order/notice to proceed.
- 1.2. The contractor shall prepare bonds and submittal submissions during days one through three after a task order is awarded. Starting with day four, the following production rates apply for each contractor per mission:

Days after task order award	Individual contractor production rate per mission
4	1 roof/day
5	5 roofs/day
6	20 roofs/day
7	40 roofs/day
8	60 roofs/day
9	120 roofs/day
10	200-300 roofs/day

The full production rate is 200-300 roofs/repairs per day per contractor as determined by USACE. Contractor must use at a minimum 30% in-house crews to perform the temporary roof repairs. From the day the contractor receives the Work Order, the contractor has 10 days to complete the installation of the temporary roof.

- 1.3. Work shall be performed during the hours of 7:00 am and 7:00 pm, seven days per week, unless otherwise stated in the task order.
- 1.4. Documentation of completed work should include pre-repair showing damaged area and post-repair digital photos detailing repairs completed.

The contractor shall take before photos of all damaged areas. The contractor shall also take photos of all completed work and a photo showing the house number or other relevant house feature for easy identification. These photos will be given to the Resident Engineer within seven days of completion of the work. Lack of photos may be cause for non-payment, withholding of payment or any other applicable clause on properties without complete photos.

- 1.5. The contractor shall report by 1400 daily the number of temporary roof repairs completed the day before by WORK ORDER number in electronic format. If available, the contractor will report completed work though the electronic USACE Field Management System used on a mission.
- 1.6. The contractor shall be required to be in compliance with all applicable local permits and licenses. Refer to the Clause entitled Permits and Responsibilities (FAR 52.236-7) of Section 007200.

2. GENERAL RAPID TEMPORARY REPAIR

- 2.1. The Contractor shall provide all supervision, labor, equipment and materials (as listed in paragraph 4 below) necessary to perform rapid temporary repairs on structures that were damaged by national disasters as ordered by USACE. Work shall commence by 0700 the day following receipt of a task order/notice to proceed.
- 2.2. The contractor shall prepare bonds and submittal submissions within 24 hours after a task order is awarded. Starting with day four, the following production rates apply for each contractor per mission:

Days after task order award	Individual contractor production rate per mission
4	1 property/day
5	5 properties/day
6	15 properties/day
7	25 properties/day

8

30 properties/day

The full production target rate is 30 properties/day per contractor as determined by USACE. Contractor must use at a minimum 30% in-house crews to perform the rapid temporary repairs. From the day the contractor receives the Work Order, the contractor has 10 days to complete the installation of all rapid temporary repairs.

- 2.3. Work shall be performed during the hours of 7:00 am and 7:00 pm, seven days per week, unless otherwise stated in the task order.
- 2.4. Documentation of completed work shall include pre-repair showing damaged area and post-repair digital photos detailing repairs completed.

The contractor shall take before photos of all damaged areas. The contractor shall also take photos of all completed work and a photo showing the house number or other relevant house feature for easy identification. These photos will be given to the Resident Engineer prior within one week of completion of the work. Lack of photos may be cause for non-payment, withholding of payment or any other applicable clause on properties without complete photos.

- 2.5. The contractor shall report by 1400 daily the number of rapid temporary repairs completed the day before by WORK ORDER number in electronic format. If available, the contractor will report completed work though the electronic USACE Field Management System used on a mission.

A rapid temporary repair will be considered completed when a contractor has completed all of the work on a property in accordance with the rapid temporary repairs Work Order, in accordance with the National Policy or Event Policy and Corps standards for installation per the contract and the contractor's Quality Control Inspector has verified the quality and quantity of the installation.

- 2.6. The contractor shall be required to be in compliance with all applicable local permits and licenses. Refer to the Clause entitled Permits and Responsibilities (FAR 52.236-7) of Section 007200.
- 2.7. It is recommended but not required that a contractor representative be present at the time the assessment is made by the Quality Assurance Inspector. Assessments will be made with or without the presence of a contractor representative.
- 2.8. All carpentry work requiring entry into the structure by the contractor to do the repairs will require a federal escort to be present. This work will require close coordination with the Resident Engineer office to make sure the federal escort is present when the work is being done.

Whenever possible the contractor will schedule work of the various crews (Roofing, Debris Clearance and Carpentry) to occur within three days of each other with any carpentry work completed last. Completing the carpentry work last will allow the federal escort or QA to inspect all contractor work whether it is roofing, debris clearance or carpentry.

- 2.9. At the beginning of an event the contractor will be given either a National Policy or an Event Policy for Rapid Temporary Repairs detailing the amount and type of work that may be performed.

3. GENERAL REQUIREMENTS

- 3.1. **CERTIFICATES OF COMPLIANCE.** Should the Contracting Officer's Representative deem certifications be submitted, any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in three (3) copies unless otherwise specified for each individual task order. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the

Contractor, the project name and location, and the quantity and date or dates of the shipment or delivery to which the certificates apply. Copies of laboratory tests reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specifications requirements.

3.2. PHYSICAL DATA

3.2.1. Location. This solicitation will be awarded for the specific geographic region of Puerto Rico.

3.2.2. Weather Conditions. The project areas are subject to tropical storms and hurricanes from June through November, and to windy and/or rainy weather, including severe electrical storms and other sudden and locally severe meteorological occurrences that approach hurricane conditions, during any time of the year. The Contractor shall maintain full-time monitoring of the NOAA marine weather broadcasts, and avail themselves of such other local commercial weather forecasting services as may be available.

3.2.3. Contractor Investigation. The Contractor shall make his own investigation of available roads for transportation, load limits for bridges and roads, and other road conditions affecting the transportation of materials and equipment to the site. The contractor shall also identify suitable staging areas and housing for work crews. Staging areas, housing, and meals will not be provided by the government.

3.2.4. Plan for contractor's Phase I Mobilization, starting 72 hours prior to landfall.

3.3. WATER

3.3.1. The responsibility shall be upon the Contractor to provide and maintain at his own expense an adequate supply of water for his use for construction, and to install and maintain necessary supply connections and piping for the same, but only at such locations and in such manner as may be approved by the Contracting Officer. In the event water is made available by the Government, the Contractor shall, at his own expense, install a meter to determine the amount of water used by him and such water will be paid for by, or charged to, the Contractor at prevailing rates or at reasonable rates as determined by the Contracting Officer. Before final acceptance, temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer.

3.3.2. Potable water for work crews shall be provided at the contractor's expense. Enough water to provide adequate hydration shall be provided at work locations and housing areas. Government provided water consumed by work crews will be paid for by, or charged to, the Contractor at prevailing rates or at reasonable rates as determined by the Contracting Officer.

3.4. ELECTRICITY

3.4.1. All electric current required by the Contractor for each individual task order shall be furnished at his own expense. All temporary connections for electricity shall conform to the requirements of EM 385-1-1 and the most recent National Electrical Code and be subject to the approval of the Contracting Officer. In the event electricity is made available by the Government, the Contractor shall, at his own expense, install a meter to determine the amount of current used by him and such electricity will be paid for by, or charged to, the Contractor at prevailing rates or at reasonable rates as determined by the Contracting Officer. All temporary lines will be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the

Contracting Officer and shall be removed by the Contractor in like manner at his expense prior to completion of the construction.

3.4.2 In accordance with the most recent National Electrical Code the Contractor shall provide Ground Fault Circuit Interruption (GFCI) on all 120 volt, 15 and 20 ampere, single phase receptacles used for construction power. Ground Fault Circuit Interrupters are not an acceptable substitute for grounding.

3.4.3. The contractor shall be prepared to provide portable generators if needed. The use of existing power connections at a property is not authorized for use by the contractor.

3.5. PORTABLE TOILETS AND WASHING FACILITIES: Contractor shall be responsible for providing portable toilets and washing facilities to crews in the vicinity of work sites in a location approved by the Contracting Officer. Ratio shall be one portable toilet per 20-person crew cleaned nightly or changed out daily. Toilet and washing facilities shall be installed and maintained in compliance with the provisions of EM 385-1-1, Corps of Engineers Safety Requirements.

3.6. CONFERENCES, MEETINGS/STRATEGIC PLANNING SERVICES. The Contractor shall participate in pre and post emergency conferences, workshops, meetings and exercises such as Command Exercises, After Action Reviews, Lessons Learned Analysis, Planning and Response Team Training, etc., as required by the Government. The Government's response may require additional coordination with the Contractor relative to overall contract performance and strategic planning for the mission. The Contractor shall provide a senior manager in the Contractor's organization, experienced with the Temporary Roofing mission, to provide services in coordination of response and participation in planning activities. These services may be required at various locations in support of the ESF-3 cell at the impacted Division, HQUSACE, Regional Response Coordination Center (RRCC), Recovery Field Office (RFO), Joint Field Office (JFO), Resident Engineer Office or other locations. This senior manager shall have full access to the firm's communication and information management resources required to perform this function. Upon agreement by the Government and the Contractor for these services, the location, date, time, the estimated length of need for the senior manager, the Government will issue a Task Order specifying this agreement. These planning efforts are outside the requirements guaranteed minimum task order issuance.

3.7 PRECONSTRUCTION CONFERENCES

3.7.1. A Partnering Approach Meeting, if required by the Government, will be arranged by the Contracting Officer's Representative after award of contract and shall be held before the first Construction task order is issued. The Contracting Officer's Representative will notify the Contractor of the time and date set for the meeting. At this conference, the contractor shall be oriented with respect to Government procedures and lines of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed. Minutes of the meeting shall be prepared by the Contracting Officer or Contracting Officer's Representative and signed by both the Contractor and the Contracting Officer or Contracting Officer's Representative. The minutes shall become part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understanding.

3.7.2. A Pre-Construction Conference will be held after the emergency work has been identified and the first task order for work has been issued. Minutes of the meeting shall be prepared by the Contracting Officer or Contracting Officer's Representative and signed by both the Contractor and the Contracting Officer or Contracting Officer's Representative. The minutes shall become part of the contract file.

3.8. BEST PRACTICES ROOFING

The contractor shall implement the following best practices during contract execution. The details of the best practices shall be in accordance with Section 002116 paragraph 4.2.

3.8.1. Best Practices to repair small areas of damage on roofs that are either asphalt shingle or asphalt rolled roofs. A small roof repair is defined as a cumulative 50 square foot or less repair area. **For Small Area Repairs, innovative practices shall be implemented that effectively implement alternatives to the use of Government furnished plastic and minimizes the associated installation damage to the roof to both asphalt shingle or asphalt rolled roofs.** Effectiveness, affordability, feasibility and best value to the Government shall be concepts implemented in these practices. The contractor shall also **define how proposed practices will be shared with contractor staff and implemented in the field during responses. Best Practices must be approved by the Contracting Officer's Representative.**

3.8.2. Best Practices to minimize additional damage to metal roofs that are either sloping aluminum or steel, standing seam or corrugated roofing, or trailers & mobile homes with integral metal roofs. **Innovative practices shall be implemented to repair metal roofs and/or small roof areas that minimize damages to property resulting from the roof repair thereby enhancing customer satisfaction. Historically, installation practices for these applications intermittently resulted in excessive damage to the roofs due to nailing and other factors. Best practices shall be developed that avoid damage to unaffected areas for each of the types of metal roofs cited above. Effectiveness, affordability, and best value to the Government shall be concepts implemented in these practices.** The contractor shall also **define how proposed practices will be shared with contractor staff and implemented in the field during responses. Best Practices must be approved by the Contracting Officer's Representative.**

3.8.3. Best Practices for the rapid repair of damaged windows and doors to secure the opening and prevent further damage to the structure. **Effectiveness, affordability, and best value to the Government shall be concepts implemented in these practices.** The contractor shall also **define how proposed practices will be shared with contractor staff and implemented in the field during responses. Best Practices must be approved by the Contracting Officer's Representative.** In performing the temporary repairs, emergency egress on windows and doors must be maintained.

3.8.4. Best Practices to develop and maintain an electronic database to track, schedule, document, and monitor work assignments.

The Contractor shall implement an electronic database system that will schedule, track, document and monitor work that is assigned by the Government. This database shall provide continuity and efficiency in the field, and allows for enhanced documentation. The system will be capable of providing the Corps with daily updates regarding work status. GIS tracking shall be an integral part of the database. It is recommended the database and GIS component use "off the shelf" technologies. The Contractor shall clearly define roles and responsibilities associated with said database. Effectiveness, affordability, and best value to the Government shall be concepts implemented in these practices. The contractor shall also **define how proposed practices will be shared with contractor staff and implemented in the field during responses.**

The Contractor shall provide data, information and access to and possibly from the Government data management system (USACE Field Management System). The Government system is a relational database that tracks missions and status of those missions. The Contractor's electronic database system shall provide requested data and information electronically.

3.9. BEST PRACTICES RAPID TEMPORARY REPAIRS

The contractor shall implement the following best practices during contract execution. The details of the best practices shall be in accordance with Section 002116 paragraph 4.2.

3.9.1. Best Practices for the clearance of debris that affects property or primary structure access or hinders the completion of rapid temporary repairs or temporary roofing. **Best Practices must be approved by the Contracting Officer's Representative or Resident Engineer.**

3.9.2. Best Practices to provide temporary repairs to windows and maintaining egress that existed prior. **Best Practices must be approved by the Contracting Officer's Representative.**

3.9.3. Best Practices to provide temporary repairs to doors that require emergency egress only or doors that require ingress/egress on a daily basis. **Best Practices must be approved by the Contracting Officer's Representative or Resident Engineer.**

3.9.4. Best Practices to provide temporary repairs to doors that require emergency egress only or doors that require ingress/egress on a daily basis. **Best Practices must be approved by the Contracting Officer's Representative or Resident Engineer.**

3.9.5. Best Practices to develop and maintain an electronic database to track, schedule, document, and monitor work assignments. **The Contractor shall implement an electronic database system that will schedule, track, document and monitor work that is assigned by the Government. This database shall provide continuity and efficiency in the field, and allows for enhanced documentation. The system will be capable of providing the Corps with daily updates regarding work status. GIS tracking shall be an integral part of the database. It is recommended the database and GIS component use "off the shelf" technologies. The Contractor shall clearly define roles and responsibilities associated with said database. Effectiveness, affordability, and best value to the Government shall be concepts implemented in these practices. The contractor shall also define how proposed practices will be shared with contractor staff and implemented in the field during responses.**

The Contractor shall provide data, information and access to and possibly from the Government data management system (USACE Field Management System or other USACE systems). The Government system is a relational database that tracks missions and status of those missions. The Contractor's electronic database system shall provide requested data and information electronically on a daily basis.

3.10. SUBMITTALS

3.10.1. Within **24-Hours** after issuance of a Task Order, the Contractor shall submit the following items in either completed or draft form for review by the Contracting Officer's Representative prior to the preconstruction conference:

- (1) Letter Appointing Superintendent
- (2) Power of Attorney and Certified Copy of Resolution for local representatives (if local representative will be allowed to sign contract documents)
- (3) Certificate of Insurance
- (4) Affirmative Action Plan. Refer to Contract Clause Equal Opportunity, of Section 007200: Contract Clauses.
- (5) Drug-Free Workplace. Refer to Contract Clause Drug-Free Workplace, of Section 007200: Contract Clauses.

- (6) List of Subcontractors
- (7) Accident Prevention Plan (including Activity Hazards Analysis as outlined in EM 385-1-1, Appendix A and Figure 1-1 of Section 1, Inclement Weather and Environmental Hazards as defined in EM 385-1-1, and Employee Safety and Health Indoctrination (ESHI). Refer to paragraph 7.3 of this section. The Accident Prevention Plan shall also include the following:
 - (a) Safety and Occupational Health (SOH) organization
 - (b) SOH Professional's resume
 - (c) Safety Professional's responsibilities and authorities
 - (d) SOH responsibilities for on-site personnel (project managers, quality control personnel, managers, supervisors, foreman, workers, subcontractor, etc.)
 - (e) On-site organizational structure
 - (f) Accident experience for the past three years (OSHA logs and EMR rates)
 - (g) Company SOH policy letter and SOH program document. If not part of the safety program document, include the following items:
 - (1) SOH compliance checklist for required operations
 - (2) Equipment inspection procedures and forms
 - (3) Fall protection plan for temporary roofing
 - (4) Personal Protective Equipment (PPE) requirements (who, what, why, when)
- (8) Quality Control Plan, Refer to Section 014516.13 "Contractor Quality Control".
- (9) Evidence of Local License or Permits
- (10) Other Items as specified elsewhere

3.10.2. Each item shall be submitted as an enclosure to a letter, signed by a Corporate Official of the Contractor. The letter shall state that the submittals comply with all requirements of the contract.

3.10.3. Failure to comply with the above requirements within the time prescribed will be considered a condition endangering the performance of the contract and may be considered grounds for termination of the contract in accordance with the Contract Clause entitled Default (Fixed-Price Construction) of this contract.

3.10.4. The Contracting Officer's Representative will:

- (1) Approve the format used by the Contractor in the preparation of the Contractor's Quality Control Report (QCR), which the Contractor will submit. Refer to Section 014516.13, "Contractor Quality Control".
- (2) Inform the Contractor of the requirement to indoctrinate all personnel on job site safety prior to the employee commencing any work. The indoctrination shall be signed and dated by the employee and the Supervisor. A copy shall be maintained by the Contractor and made available to the Government. A sample guide is provided as Appendix A at the end of this section.

3.10.5. The letter of record will be written documenting all items discussed at the preconstruction conference and a copy will be furnished by the Contracting Officer's Representative to all in attendance.

3.11. NOTICE TO PROCEED. Issuance of a task order is considered to be the Notice to Proceed.

3.11.1. Construction work cannot commence until interim plans and schedules have been submitted and accepted.

3.11.2. While the Contractor is operating under acceptable interim plans, the Contracting Officer may retain funds from progress payments in accordance with the Contract Clause entitled Payments Under Fixed-Priced Construction Contracts until such time as the Contractor submits acceptable final plans.

3.11.3 If acceptable final plans are not submitted within a reasonable time, as determined by the Contracting Officer, the Contracting Officer may order the Contractor to stop construction work until such time as acceptable plans have been submitted and approved. Any such stop Work Order shall not be considered a suspension of work for an unreasonable period of time under the Contract Clause entitled Suspension of Work and the Contractor shall not be entitled to pay adjustments or relief from Liquidated Damages as a result of the stop Work Order.

3.12. PROJECT MANAGER. The Contractor shall assign and provide a Project Manager (PM) to serve as the principal liaison with the Corps' Contracting Officer. The PM shall be on call 24-hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information via ex: Cell phone, Fax machine, and Internet. The PM will participate in daily After Action Reviews and functioning as a source to provide essential element information. The PM will report to the Contracting Officer or other designated Government official.

4. WORK ORDER

4.1. The Contractor will be provided a Work Order (a sample work order is included), from the Government. Completed Work Order forms will be in English. The completed Work Order will bear the address of the damaged property and the property owner's name. The Work Order form will show the amount of square footage of plastic required to perform the temporary roof repair. This quantity will be used to issue Government-furnished plastic to the Contractor. Two copies will be provided to the Contractor prior to initiating work. Work shall be performed only on property identified on the government-furnished Work Order forms.

4.2. As roof repairs are performed and executed by the Contractor's crew, the Contractor shall attach one copy of the respective completed and executed Work Order to a daily tabulated log sheet. The tabulated log sheet will document (for each executed repair): the Work Order number, the address including zip code, county/parish/municipio, homeowners name, the square footage of plastic installed, the square footage of structural panels installed, the linear footage of rafters installed, and remarks. A Contractor's QC shall sign the bottom portion of the tabulated log sheet and each attached Work Order. The work may be inspected by a Government representative to verify quantities for payment. Copies of the completed and executed Work Orders are acceptable for daily tabulations and reports. Originals of the completed and executed Work Orders (copies will not be accepted) shall be delivered by the Contractor to the Government's representative with pay requests. The contractor shall provide the Work Order tabulation sheet in a compatible electronic form to the Government representative.

4.3. The Work Order shall be furnished for the sole purpose of temporary roof repair. The Contractor shall not make any representations to the property owner that may mislead the property owner or may lead the property owner to assume that the Contractor has been authorized by the Government to perform work other than temporary roof repair. Contractor personnel shall only enter property as identified on the completed

government-furnished Work Order forms. Neither the Contractor nor the crew will solicit the property owner for any additional work outside this contract.

4.4. Each repaired roof shall be marked with a unique contractor identification code, such as the contractor's initials, or other identifying markings. The marking shall identify the prime contractor and the crew that performed the repair. A key to the markings shall be provided and accepted by the Contracting Officer Representative or other designated Government official.

5. CONTRACTOR-FURNISHED MATERIALS. The Contractor shall furnish the following: (Note: All Contractor-furnished materials shall conform to local building codes.)

5.1. Structural Panels (Plywood and Other Panel Products). "Structural panel" refers to either plywood or one of the newer panel products which includes (but is not limited to) composite panels or oriented strand board (OSB). Structural panels shall be used for roof decking repairs as specified in paragraph 7.1.3. Structural panels shall be stamped with a grade-trademark by the American Plywood Association (APA). The minimum acceptable APA grade trademark for plywood decking is CDX.

Structural Panels with directional properties (e.g., oriented strand board) shall be used in the strong direction (long dimension of the panel perpendicular to the supports). All structural panels shall have a minimum thickness of 7/16" and shall be installed perpendicular to the supports.

5.2. Furring Strips. Shall be minimum 1"x2" (nominal) wood strips pressure-treated with wood preservative.

5.3. Fasteners. Hot-dipped, galvanized-steel 8d - 12d nails shall be used to fasten structural panels and furring strips. All fasteners shall be installed at spacing of not more than 24 inches on center along the structural panel or furring strip. In addition, fastener spacing, end distances and edge distances shall be sufficient to avoid unnecessary splitting of wood. Use of fasteners shall be revised per Best Practices proposed for small roof and metal roof repairs.

5.4. Joists and Rafters. Joists and rafters shall be minimum 2"x4" nominal structural lumber stamped with a grade-trademark, or certificate of inspection issued by a lumber grading or inspection bureau or agency recognized as being competent.

5.5. Roofing Tape. Roofing tape shall be butyl rubber, minimum 15-mil, roofing adhesive. Tape shall be waterproof, UV-resistant and capable of withstanding temperatures from 0 degrees F to 150 degrees F.

6. GOVERNMENT-FURNISHED MATERIAL.

6.1. The Government will furnish reinforced polyethylene plastic sheeting (minimum 10 mil thickness) in the preferred 20' x 100' rolls, or any other available size.

6.2. The plastic sheeting will be issued by a Government representative from the Government's stockpile at a location defined during the preconstruction meeting or with the issuance of each task order. The amount of plastic issued will be based on the square footage noted on the provided Work Order. The Contractor shall keep a daily log of material used each day. The log shall contain cumulative totals for sheeting received, used and remaining. A copy of the daily log shall be given to the Government representative before the end of each day. The Contractor is responsible for transporting, storing, and protecting all sheeting issued to the Contractor. At the end of the contract, the Contractor shall return all unused plastic sheeting to a location specified by the Government representative.

6.3. A 25% waste factor will be applied to all plastic installed. Any plastic not accounted for will be deducted from payments due the Contractor at the rate of \$0.15 per square foot.

7. EXECUTION

7.1. General.

7.1.1. Visual Inspection. All structures shall be visually inspected by the Government Representative or jointly by the Government representative and the Contractor prior to commencement of work. Work will not be permitted on any structure that is deemed unsafe or uninhabitable.

7.1.2. Roof Rafters. Structures with 50% or more of the roof rafters missing will be considered beyond the limits of temporary repair. Work will not be permitted on any structure that is deemed beyond the limits of temporary repair. For structures with 50% or less of the roof rafters missing, rafters and joists (as specified in paragraph 5.4.) shall be cut to size and installed as necessary to provide proper anchorage and support for temporary plastic roofing and roof decking.

7.1.3. Roof Decking. The Contractor shall attach the plastic sheeting directly to remaining roof framework after assuring adequate strength and soundness of the existing joists, rafters and decking. If the structure has 50% or less of its roof decking missing, Contractor shall cut to size and install structural panels (as specified in paragraph 4.1.) as necessary to provide proper anchorage, support and drainage for temporary plastic roofing. The Contractor will install decking in addition to joists and rafters (as required in paragraph 7.1.2.) before proceeding with plastic sheeting installation. Structural panels should be installed over any void larger than 1' by 1'. Any voids smaller than 1' x 1' shall be marked by a "circle-X" on the plastic sheeting.

7.1.4. Furring Strips. The plastic sheeting shall be stretched taut and secured with furring strips which shall be installed around the perimeter of the roof. Warped and/or split furring strips will not be accepted. Intermediate furring strips shall be installed vertically and nailed along existing joist/nauling lines, if possible, and shall run from the top to the bottom of the repair. Spacing between intermediate furring strips shall not exceed six feet. Along all edges, the furring strips shall be wrapped a minimum of two layers of plastic sheeting on all sides prior to fastening. Furring strip fasteners shall be spaced no more than 24-inches on center. Furring strips shall not be placed within 18-inches of a roof ridge.

7.1.5. Concrete or Rubber Membrane Roof. Work will not be permitted on any concrete or rubber membrane covered roof, unless specifically directed by the Contracting Officer.

7.1.6. Roof Drainage. Every roof will have unique drainage requirements. The contractor shall maintain existing roof slopes and drainage patterns. Proper drainage is vital to the performance and extended life of the plastic sheeting. Ponding water on a roof induces breeding of mosquitoes and other pests and poses a serious threat of damage to the structure and its contents in the event of ruptures in the plastic sheeting. The Contractor shall install roof decking as necessary to prevent ponding water on the roof. Installed rafters and decking shall extend beyond the exterior wall of the house to the preexisting eave or rakeboard to prevent roof drainage from flowing into walls and windows.

7.1.7. Roofing Tape. Plastic sheeting shall be closely fitted around pipes, conduits and other protrusions. Areas surrounding protrusions shall be sealed by using small strips of plastic to form a collar and fully sealing the collars with butyl rubber roofing tape (as specified in paragraph 5.5) applied along the entire perimeter of the collar. Any punctures or small tears in plastic sheeting shall be repaired by applying butyl rubber roofing tape along the entire length of the puncture or tear.

7.2. Damage. The Contractor shall be responsible for any property damage caused by the Contractor's personnel or equipment. Damage shall be repaired at no cost to the Government or any third party.

7.3. Safety

7.3.1. General Safety Requirements. The Contractor's personnel will be working at heights up to four stories. The Contractor shall comply with all requirements of the most current edition of the U.S. Army Corps of Engineers EM 385-1-1, Safety and Health Requirement Manual (Section 013526) for additional requirements. The Contractor shall also comply with OSHA Std. 3.1, Interim Fall Protection Compliance Guidelines for Residential Construction. The Contractor shall submit to the Contracting Officer's Representative (COR) for acceptance an Accident Prevention Plan in accordance with EM 385-1-1, Section 01.A.06. The Contractor shall submit to the COR his proposed procedures to be taken upon the approach of severe weather.

7.3.2. Additional Safety Requirements. The Contractor shall designate a Safety Manager, a supervisory person to be present at the work sites, overseeing adherence to safety. This individual should work exclusive to this contract during a given disaster. The work shall be done in accordance with EM 385-1-1. Special attention shall be paid to EM 385-1-1, Sections 05.D and 05.F. The Contractor shall wear hard hats or safety helmets on the ground, as directed by the COR. All Safety Helmets on site shall be ANSI Z89.1-1986 Certified Models. The use of Explosive-Actuated (powder-actuated) Tools shall be in accordance with EM 385-1-1, Section 13.E. All ladders and scaffolds shall be in accordance with EM 385-1-1.

7.4. Roofing Best Practices

7.4.1. Metal Roof Repairs. The responsibility shall be upon the contractor to develop implementation guidelines for best practices proposed to minimize damage to metal roofs. At a minimum, the Contractor Quality Control Plan shall include implementation language for these best practices.

7.4.2. Small Area Roof Repairs. The responsibility shall be upon the contractor to develop implementation guidelines for best practices proposed to repair small areas of damage on roofs. At a minimum, the Contractor Quality Control Plan shall include implementation language for these best practices.

7.5. Database Best Practices. The responsibility shall be upon the contractor to develop implementation guidelines for best practices proposed to develop and maintain this database. The plan for the contractor's Phase I mobilization shall provide details to develop and maintain the database.

7.6. Strike Team. The contractor must have a demonstrated special needs installation process to handle daily prioritized work assignments as provided by the Government. Special needs are defined as, but not limited to, disabled individuals, medical conditions, as prioritized by the Government, etc. The contractor shall install the prioritized assignments within 24 hours of receipt of the WORK ORDER.

7.7. Debris. For each roof repair, on a daily basis, the Contractor shall place all debris generated by the repair in a single condensed pile adjacent to the nearest street in a location easily accessible to debris removal equipment.

7.8. Quality Control. Refer to Section 014516.13, "Contractor Quality Control".

8. INSPECTION AND ACCEPTANCE. The Government may inspect the work as the Contractor progresses. However, the Government reserves the right to inspect at a later time. Work will not be accepted and payment will not be made until repairs have been satisfactorily completed. Work is considered accepted when payment is made.

8.1. Finalization:

Prior to requesting a final inspection of a property, the Contractor will have a QC inspect the installation for completeness and quality. The contractor shall then submit a Request for Final Inspection stating the property has been inspected by a QC (providing a QC Name) for quality and at the same time furnish the amount of work performed in accordance with the work order with before and after photos of the completed work and house ID photos.

The Resident Engineer or his representative (QA) will then final inspect from 10% to 100% of the properties for quality. The QA will also determine if the amount of work reported by the contractor as completed are reasonably accurate.

NOTE: The final inspection by Corps is not a joint inspection. It is done by a Corps QA at a time of Corps choosing. A contractor's representative may observe the inspection if they are present on site when the inspection is done.

The signature of a QA inspector on a WORK ORDER or Work Order form does not constitute final acceptance by the Contracting Officer. Contracting invoices and supporting documentation (including WORK ORDER forms) are subject to audit and the Contracting Officer may rely on those audit results as a basis for approving contractor invoices for payment.

If a Corps Resident Engineer utilizing his quality assurance staff determines that a property was not inspected for quality by a contractor's QC (poor quality, no work not preformed, etc.) then Corps reserves the right to stop final inspections to allow a contractor's QC program to catch up with production. Once the contractor has corrected his QC program then Corps will resume final inspections. In the case of re-inspections of finals due to the failure of a QC to inspect prior to a Corps inspection, Corps may subtract \$150.00 from the Pay Estimate for that property to pay for the cost of the re-inspection.

Once the completed work has been approved for quality and completeness deemed reasonable, the contractor can submit his Pay Estimate. The Pay Estimate may be audited prior to making payment.

9. PAYMENT. (Read this paragraph in conjunction with the Payments clause of this contract)

9.1. ROOFING

- 9.1.1. The installation of plastic sheeting shall be paid by the area of roof covered in square feet. This pay item shall include all the costs associated with the supply and installation of plastic sheeting including furring strips, fasteners, and tape. No area will be added for plastic sheeting material used to wrap furring strips or to make overlap seams.
- 9.1.2. The structural panel shall be paid by the area of roof covered in square feet.
- 9.1.3. The rafters shall be paid by the linear foot installed.
- 9.1.4. The small roof repairs shall be paid by the job. A job is a cumulative 50 square foot area.
- 9.1.5. The metal roof repairs shall be paid by square foot.
- 9.1.6. Payment will be made bi-weekly, contingent upon submission of an invoice for services rendered during the preceding 2-week period and shall be at the unit rate given in Section B. Payment due dates will be computed in accordance with the Prompt Payment clause of this contract, except that, in accordance with DFARS 232.905 (2), payments to small disadvantaged business concerns will be made as quickly as possible after receipt of the invoice. Notwithstanding the above, small business concerns may submit invoices every two weeks and small disadvantaged business concerns may submit invoices on a weekly basis. The Contractor's size and disadvantaged business status will be determined by

referring to the Contractor's certifications and representations submitted with the initial offer.

- 9.1.7. No separate measurement or payment for the cost of submittals shall be granted. The costs of providing required submittals shall be deemed to be included in the prices of line items for installing plastic, panels, joists, rafters, and best practices for specific roof repairs.

9.2. RAPID TEMPORARY REPAIRS

- 9.2.1. MOBILIZATION for Rapid Temporary Repairs (does not include any installation / repair) and requires that other work on the property be completed to receive payment for mobilization. Mobilization will only be paid for those properties that require repair of windows or doors (carpentry items). It is not paid for debris clearance or delivery of materials.
- 9.2.2. MINOR DEBRIS CLEARANCE: Can be accomplished within 4 man-hours with manual tools, such as pruning saws, limb lopers, i.e. non- powered equipment (EA). INGRESS/EGRESS CLEARANCE: touching primary structure and hindering RTR and/or blue roof work or hindering safe access to primary structure. (Only one option may be selected per Work Order.)
- 9.2.3. MAJOR DEBRIS CLEARANCE: Requires more than 4 man-hours to complete with the use of manual tools, or requires the use of power tools (EA). INGRESS/EGRESS CLEARANCE: touching primary structure and hindering RTR and/or blue roof work or hindering safe access to primary structure. (Only one option may be selected per Work Order.) NOTE: Any work that would extend beyond 8 man-hours of work or require more sophisticated equipment (such as lifting equipment) is beyond the scope of debris clearance.
- 9.2.4. TEMPORARY WINDOW REPAIRS: PREP: Broken glass removal and disposal etc. is incidental and included in the costs for temporary window repairs below. All materials are to be supplied by contractor and are included in the cost per window below. Construction methods must maintain the capability for egress for the resident. Material specs: Minimal ½" exterior grade plywood or approved equivalent.
- 9.2.5. EMERGENCY EGRESS ONLY DOOR INSTALLED (EA) – Material specs: Minimal ½" exterior grade plywood or approved equivalent.
- NOTE: If door damage is comprised only of penetration damage windows etc. the repair will be priced as a window item.
- 9.2.6. INGRESS/EGRESS DOOR INSTALLED (EA) – (Used only if it's the only door that would be operable) -
- 9.2.7. WINDOW REPAIR MATERIALS DELIVERED (EA)
- 9.2.8. EMERGENCY EGRESS ONLY DOOR DELIVERED (EA)
- 9.2.9. INGRESS/EGRESS DOOR DELIVERED (EA)
- 9.2.10. Payment will be made bi-weekly, contingent upon submission of an invoice for services rendered during the preceding 2-week period and shall be at the unit rate given in Section B. Payment due dates will be computed in accordance with the Prompt Payment clause of

this contract, except that, in accordance with DFARS 232.905 (2), payments to small disadvantaged business concerns will be made as quickly as possible after receipt of the invoice.

- 9.2.11. No separate measurement or payment for the cost of submittals shall be granted. The costs of providing required submittals shall be deemed to be included in the prices of line items for rapid temporary repairs.

10. GOVERNMENT WORK ORDER

The Government may provide Government Work Order for each property showing the work to be performed. If the Contractors' QC determines after inspecting the property that the work exceeds the Government Work Order, the contractor has two options:

10.1 Immediately contact the Corps Resident Engineer and wait on-site for a Corps QA to verify the amounts and do an adjustment to the Work Order prior to starting work on the property.

10.2 The contractor may move on to another property, request a revised Work Order and once completed come back and perform the work.

11. PARTNERING. In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule.

Section 00700 - Contract Clauses

GENERAL CONDITIONS**SECTION 007200
GENERAL CONDITIONS**

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-12	Data Universal Numbering System Number Maintenance	DEC 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.210-1	Market Research	APR 2011
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2014
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2014) Alternate II	OCT 2001
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2014
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984

52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	OCT 2014
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7005	Reimbursement Of Subcontractor Advance Payments--DOD Pilot Mentor--Protege Program	SEP 2001
252.232-7010	Levies on Contract Payments	DEC 2006

252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through a 5 year period of performance with the exercising of options.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$25,000,000.00;

(2) Any order for a combination of items in excess of \$25,000,000.00; or

(3) A series of orders from the same ordering office with N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of performance of any task order issued IAW the Ordering Clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one (1) day.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within one (1) day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least one (1) day before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months from the contract award date.

(End of clause)

52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

- (a) Definitions. As used in this clause--

Commercially available off-the-shelf (COTS) item—

- (1) Means any item of supply (including construction material) that is--

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the

manufacture of the construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania,

Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate ``none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1:

Foreign construction material....
Domestic construction material...

Item 2:

Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _ ____

IRREVOCABLE LETTER OF CREDIT NO. ____

Account party's name ____ _

Account party's address ____ _

For Solicitation No. ____ _ (for reference only)

TO: [____ U.S. Government agency]

[____ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ ____ . This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [____ issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on ____ , or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ____ -- (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ____ --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after

the resumption of our business.

Sincerely,

—

[___ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

___ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) ___

Our Letter of Credit Advice Number ___

Beneficiary: ___ [U.S. Government agency]

Issuing Financial Institution: ___

Issuing Financial Institution's LC No.: ___

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by ___ [name of issuing financial institution] for drawings of up to United States dollars ___ /U.S. \$ ___ and expiring with our close of business on ___ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at ___ .

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. ___ -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ___ --[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

—

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

—

[City, State]

(Date) —

[Name and address of financial institution]

Pay to the order of — [Beneficiary Agency] — the sum of United States — This draft is drawn under Irrevocable Letter of Credit No. —

— [Beneficiary Agency]

By: —

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation (DFAR) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at http://www.dodig.mil/HOTLINE/hotline_posters.htm.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

http://www.ucop.edu/uc-whistleblower/files/dhsoig_poster.pdf

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

Section 00800 - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

**SECTION 007300
SUPPLEMENTARY CONDITIONS**

1.0 Statement of Purpose. The primary purpose of the proposed contracts is to provide emergency temporary roof repair construction services in support of disasters or emergency missions assigned to the U.S. Army Corps of Engineers by the Federal Emergency Management Agency (FEMA) within the constraints of Clause 52.216-19, Order Limitations, and may, but is not limited to utilize this contract for other Temporary Roof Repair requirements it may have within the specified geographic location. Puerto Rico is the geographic area covered by this solicitation.

1.1 Mobilization of Additional Contractors. The Government will utilize this contract for temporary roofing missions for a maximum award of up to \$25,000,000.00. The Government, however, reserves the right to mobilize additional contractors if determined to be in the Government's best interest and necessary to meet disaster response mission requirements and if the contractor is not performing according to the contract.

2.0 The Contract.

2.1 Contract Type, Value, Performance Period, and Minimum Guarantee. Any contract to be awarded as a result of this solicitation will be an Indefinite Delivery/Indefinite Quantity (IDIQ) for a contract capacity up to a total estimated contract value of \$25,000,000.00 for a two-year base performance period; and three (3) one year option periods. After the award of any resultant contract a minimum guarantee in the amount of \$2,500.00 is anticipated to be awarded by the issuance of a task order.

2.2 Services subject to this contract.

Except as otherwise authorized by the Order Limitations Clause this solicitation and resultant contract, emergency temporary roof repair services required as a result of a mission assigned to the USACE by FEMA, shall be ordered under this contract. The Contractor is hereby notified that the Government is not obligated to order emergency temporary roof repair services for any customer other than FEMA under this contract.

3.0 Operation of the Contract.

3.1 Task Orders. The contract will operate by the issuance of written task orders (verbal orders may be issued and later confirmed in writing). **WARNING: ONLY A CONTRACTING OFFICER WITH THE U.S. ARMY CORPS OF ENGINEERS (USACE) HAS AUTHORITY TO ORDER SERVICES UNDER THIS CONTRACT. NO OTHER GOVERNMENT EMPLOYEE, INCLUDING CONTRACTING OFFICER'S REPRESENTATIVES, HAS AUTHORITY TO ORDER SERVICES. THE CONTRACTOR IS HEREBY SPECIFICALLY DIRECTED TO REFRAIN FROM PERFORMING SERVICES THAT HAVE NOT BEEN ORDERED BY THE CONTRACTING OFFICER. FAILURE TO FOLLOW THIS DIRECTION MAY RELIEVE THE GOVERNMENT OF LIABILITY FOR PAYMENT FOR SERVICES THAT WERE NOT ORDERED BY A CONTRACTING OFFICER.**

3.2 Line Items for Submittals. The costs of providing required submittals shall be deemed to be included in the prices of line items for installing plastic, structural panels, joists, rafters, best practices for specific roof repairs, and rapid temporary repairs (RTR).

4.0 Wages. General Wage Decisions required by FAR Clause 52.222-6, Davis-Bacon Act, will be incorporated into the individual task orders of the resultant contract. Wages are to be paid in accordance with labor provisions as

stated elsewhere in the solicitation/contract/task order. Per FAR Clause 52.222-11, Subcontracts (Labor Standards), the following clauses must be incorporated into any subcontracts involving construction: Davis-Bacon Act; Contract Work Hours and Safety Standards Act -- Overtime Compensation; Apprentices and Trainees; Payrolls and Basic Records; Compliance with Copeland Act Requirements; Withholding of Funds; Subcontracts (Labor Standards); Contract Termination – Debarment; Disputes Concerning Labor Standards; Compliance with Davis-Bacon and Related Act Regulations; and Certification of Eligibility.

5.0 Performance Period. The performance period shall commence within 12 hours following receipt of the task order. The contractor shall prepare bonds and submittal submissions during days one through three after a task order is awarded. The contractor shall demonstrate increasing progress towards the minimum production target within the designated number of days after task order award. The target production rate for roofing after 10 days is 200-300, while the target production rate for rapid temporary repairs is 30 properties per day. This minimum target production level can be set higher or lower if agreed to by both the government’s contracting officer and the contract awardee. The number of days after task order award and minimum target production rates shall be specified in the task order. The number of days after task order award and minimum target production level is specified herein:

ROOFING

Days after task order award	Individual contractor production rate per mission
4	1 roof/day
5	5 roofs/day
6	20 roofs/day
7	40 roofs/day
8	60 roofs/day
9	120 roofs/day
10	200-300 roofs/day

RAPID TEMPORARY REPAIR (RTR)

Days after task order award	Individual contractor production rate per mission
4	1 property/day
5	5 properties/day
6	15 properties/day
7	20 properties/day
8	30 properties/day

6.0 LIQUIDATED DAMAGES (LD’s) ALL PHASES. Liquidated damages will be assessed at the rate of \$150.00 per house for each house that the Contractor is below the minimum production target for that day, whether it be in the Ramp-up phase or the full production phase. The number of roofs completed is equal to the number that the Government Representative and the contractor have final inspected. The LDs will be assessed on a daily basis and the Contractor will be notified the following day of the LDs assessed. The Contractor will be given an opportunity to discuss any delays that were beyond its control. Any excusable delays must be brought to the attention of the Contracting Officer’s Representative by close of business on the day of which the Contractor was notified of the LDs assessed.

6.1 SERVICE: Installation of Government-furnished plastic, contractor-furnished structural panels, joists and rafters.

7.0 INVOICING DATA:

7.1. Submit/mail invoices to: Invoices shall be submitted to the address identified on each task order.

7.2. All invoices will be identified with the resultant Contract Number and Task Order Number.

7.3. Payment will be made by:

USACE Finance and Accounting Center
5722 Integrity Drive
Millington, TN 38054

8.0 CONTRACT ADMINISTRATION DATA:

8.1. The contract will be awarded and administered by:

U.S. Army Engineer District, Omaha
Contracting Division, CENWO-CT-C
1616 Capitol Avenue
Omaha, NE 68102-4901

8.2. Task orders will be administered by the U.S. Army Engineer Districts, Contracting Division as identified in each task order. All USACE contracting officers are delegated ordering authority under these contracts to place task orders in amounts authorized by their approved warrant. The appropriate DoD Assignment of Order Codes shall be utilized as provided in DFARS 252.204-7005.

8.3. The awarding contracting division shall forward copies of awarded task orders to the administering office listed in item 8.1, Attention: Alex Mueller. Copies may also be forwarded via e-mail; Alexander.d.mueller@usace.army.mil.

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within one (1) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than indicated in the awarded task order. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$150.00/repair per house for each house that the Contractor

is below the minimum production target for that day, whether it be in the Ramp-up phase or the full production phase. The number of roofs completed means the number that the Government Representative and the contractor have final inspected, agreed on final quantities, and have signed the ROE form as completed. The LDs will be assessed on a daily basis and the Contractor will be notified the following day of the LDs assessed. The Contractor will be given an opportunity to discuss any delays that were beyond its control. Any excusable delays must be brought to the attention of the Contracting Officer's Representative by close of business on the day of which the Contractor was notified of the LDs assessed.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 30 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

SAFETY & OCCUPATIONAL HEALTH

SECTION 013526 GOVERNMENTAL SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1926 Safety and Health Regulations for Construction

ENGINEERING MANUALS (EM)

EM 385-1-1 Safety and Health Requirements Manual
Most recent version

<http://www.usace.army.mil/publications/eng-manuals/em385-1-1/toc.htm>

NIOSH Pub No. 84-100 (1984; Supple 1985, 1987, 1988 & 1990) NIOSH Manual of Analytical Methods

1.2 SUMMARY

1.2.1 General. This section provides guidelines for preparation of accident prevention plans, and to implement the accident prevention clause (this specification) and EM 385-1-1, Safety and Health Requirements Manual. The U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 is available from U.S. Government bookstores operated by the Government Printing Office Changes to EM 385-1-1 applicable to this contract include only those revisions posted at the following website (all revisions up to the time this solicitation is issued):

http://www.hq.usace.army.mil/soh/hqusace_soh.htm ("Changes to EM").

U.S. Government bookstores are located in most major cities including Milwaukee, Chicago, Kansas City, Denver, and Pueblo, Colorado.

1.2.2 Description of Work. The primary purpose of the proposed contract is to provide emergency temporary roof repair services in support of contracts for disasters or emergency missions assigned to the U.S. Army Corps of Engineers by the Federal Emergency Management Agency (FEMA).

1.3 PRECONSTRUCTION CONFERENCE. See Contract Clause "PRECONSTRUCTION CONFERENCE". A preconstruction conference will be scheduled prior to beginning of site work. Requirements relative to planning and administration of the overall safety program will be discussed.

1.4 ACCIDENT PREVENTION PLAN (APP). Upon award of the Base Contract, the contractor will submit an APP for review and acceptance that shall be the overall accident prevention policy to be followed by all of the Contractor's and subcontractor's personnel and supervisory staff during performance of the work. Upon award of Task Orders, the Contractor shall submit, for review and approval, prior to the start of on site construction activity, a task order specific accident prevention plan. This plan will provide specific information that is related to the Task Order as assigned.

1.4.1 Requirements. The proposed plan shall be developed after a careful analysis of the work involved and shall be tailored specifically to the conditions of this project. The Contractor's accident prevention plan shall contain, as a minimum, the following general information or procedures for the activity indicated. The Contractor shall submit his plan for review and acceptance prior to commencing work.

1.4.1.1 Responsible Individual(s). The Contractor shall designate an onsite employee as the Site Safety & Health Officer (SSHO per EM385-1-1) and is the individual responsible for insuring the accident prevention plan and compliance with Activity Hazard Analysis (AHAs) are implemented and enforced. The SSHO shall be onsite anytime work is being performed and have no other duties than safety. The SSHO shall have completed an OSHA 30 Hour course within the past 5 years and have a minimum of 3 years full time safety experience in similar type work. In addition, the SSHO shall be the competent person for Fall Protection as defined by EM 385-1-1 and 29 CFR 1926.500. The Contractor will also clearly designate a Safety and Health Program Manager within the corporate structure and reflecting a separate chain of command from the Site Superintendent reporting directly to the owner of the contract, who will shall meet qualified and competent person requirements for fall protection as defined by EM 385-1-1 and 29 CFR 1926.500.

1.4.1.2 Subcontractor Supervision. The prime is responsible for the subcontractor compliance and shall explain safety requirements to assure that subcontractor(s) fully comply with the accident prevention plan.

1.4.1.3 Indoctrination of New Employees. The plan shall include provisions for advising workers of the purpose of the accident prevention plan, specific hazards on the job and

precautions to be taken, emergency procedures, information concerning tool box safety meetings, required protective equipment, cleanup rules and location of company safety rules (posting or handout).

1.4.1.4 Tool Box Safety Meetings. Hold weekly "Tool Box" safety meetings. Timely safety subjects shall be determined by a responsible individual. Employees will be informed of time, location, who will conduct, and subject. Identify procedures for including subcontractors. The Contractor shall provide a copy of the Weekly Tool Box Meeting and Monthly Supervisor's Safety Meeting to the Contracting Officer.

1.4.1.5 Housekeeping. Daily cleanup of all debris and waste materials is required. Adequate disposal containers should be placed strategically around the site. Debris shall be removed on a regular basis. Explain procedures that include use of barrels, dumpsters, trash chutes, etc.

1.4.1.6 First Aid and Medical Facilities. First aid facilities shall be made available on the job site. Arrangements for emergency medical attention shall be made prior to start of work. All emergency numbers (doctor, hospital, ambulance, fire department) shall be posted at the project superintendent's office.

1.4.1.7 Sanitation. Include provisions for toilet facilities, drinking water and washing facilities. A sufficient number of toilet facilities as specified in EM 385-1-1 shall be provided unless permission is granted to use existing facilities (portable chemical are authorized). Insure safe drinking water and individual cups are available. For the projects where corrosive or toxic materials are used, separate washing facilities are required.

1.4.1.8 Safety Promotions. The Contractor shall promote accident prevention. Identify method (posters, awards etc.).

1.4.1.9 Accident Reporting. All accidents (employee injuries, vehicle, building, or equipment damage etc.) regardless of their severity shall be reported to the onsite government representative or to the area engineer, who in turn will advise the Contractor of forms to be submitted and timeframes.

1.4.1.10 Activity Hazard Analysis. Prior to the start of any work activity, an Activity hazard Analysis (AHA) shall be developed in accordance with EM 385-1-1 and revised when hazards are different than previous operations. Each Activity Hazard Analysis shall include, but not be limited to, a description of the work, probable hazards related to that work and positive precautionary measures to be taken to reduce or eliminate each hazard and competent persons identified as required by EM 385-1-1. An example of changing situations may be new subcontractors performing work or changing work locations. The onsite government representative will determine the format and amount of detail required of the written plan.

1.4.1.10 Fall Protection Plan. The Contractor shall designate a Qualified person to establish, prepare, and sign a fall protection and prevention (FP&P) plan for protection of all employees exposed to fall hazards in accordance with ASSE/SAFE Z359-PKG and EM 385-1-1. The plan shall include: company policy, identify responsibilities, qualifications, 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; and shall be submitted in the APP. Definitions and nomenclature shall be used in accordance with ASSE/SAFE Z359-PKG. The Contractor shall identify Competent and Qualified persons for fall

protection and shall maintain a list of current certificates and completed training courses for each person. Qualified and Competent persons (See EM 385-1-1, Appendix Q) requirements are as follows:

- a. A Qualified person shall have a recognized degree or professional certificate that relates to fall protection and rescue and with extensive knowledge, training, and experience in the fall protection and rescue field and shall be capable of designing, analyzing, evaluating, specifying, inspecting, and assembling fall protection and rescue equipment and systems. The Qualified person shall also have working of current fall protection regulations and standards, physical sciences, engineering principles, and meet the qualifications of a Competent person.
- b. A Competent person, designated in writing by the Contractor, shall be responsible for the immediate supervision, implementation, and monitoring of the Contractor's managed Fall Hazard Protection and Prevention Program, who through training and knowledge in the fall protection and rescue field, is capable of identifying, evaluating, and addressing existing and potential fall hazards, and who has the authority to take necessary corrective measures. A Competent person shall complete training at least every two years to stay current with fall protection and rescue educational industry requirements, or when new fall protection systems are used or installed, or new fall hazards are encountered per ASSE/SAFE Z359-PKG. A Qualified person may perform the duties and responsibilities of a Competent person.

1.4.1.11 Fall Protection During Residential Roofing. Temporary roofing fall protection will comply with EM 385-1-1 and 29 CFR 1926.500 (Change 2009). Fall protection controls shall be implemented based on the type of roof being constructed and work being performed. The roof area to be accessed shall be evaluated for its structural integrity including weight-bearing capabilities for the projected loading.

a. Low Sloped Roofs.

- (1) For work within 1.8 m (6 feet) of an edge, on low-slope roofs, personnel shall be protected from falling by use of personal fall arrest systems, guardrails, or safety nets.
- (2) For work greater than 1.8 m (6 feet) from an edge, warning lines shall be erected and installed in accordance with EM 385-1-1.
- (3) For low-sloped roofs and/or when using mechanical equipment warning line system shall be erected not less than 4.5 m (15 feet) from the edge of the roof.
- (4) Steep-Sloped Roofs. Work on steep-sloped roofs requires a personal fall arrest system, guardrails with toe-boards, or safety nets.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 SUBMITTALS (NOT APPLICABLE)

3.1 SUBMITTALS AND DELIVERABLES. The contractor shall submit their Task Order specific Accident Prevention Plan and Fall Protection Plan for government acceptance prior to start of construction.

CONTRACTOR QUALITY CONTROL**SECTION 014516.13
CONTRACTOR QUALITY CONTROL****1 GENERAL**

1.1 PAYMENT. Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Pricing Schedule.

2 PRODUCTS (NOT APPLICABLE)**3 EXECUTION**

3.1 GENERAL REQUIREMENTS. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product, which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest-level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN. The Contractor shall furnish for review by the Government, not later than **24 hours** after receipt of task order, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. Construction will be permitted to begin only after acceptance of the CQC Plan.

3.2.1 Content of the CQC Plan. The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

- d. Procedures for tracking preparatory, initial, and follow-up control phases.
- e. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- f. Reporting procedures, including proposed reporting formats.
- g. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.
- h. Procedures to track and assure at least one English speaking staff member is assigned with each Contractor work crew, including subcontractors.
- i. Procedures to track and assure at least one Spanish speaking staff member MAY be required for each Contractor work crew, including subcontractors. This requirement will be identified per task order.

3.2.2 Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes. After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING. If deemed necessary by the Contracting Officer or his representative, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system prior to start of construction. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Contractor and signed by both the Contractor and the Contracting Officer or his representative. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures that may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements. The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to

ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager. The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager and have a minimum of two years experience in CQC. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager. During a disaster, the CQ System Manager will work exclusively with this contract.

3.4.3 CQC Personnel. A staff shall be maintained under the direction of the CQC system manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities. The QC plan will clearly state the duties and responsibilities of each staff member.

3.4.4 Organizational Changes. The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES. The contractor shall submit their Contract Quality Control Plan for government approval prior to start of construction.

3.6 CONTROL. Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase. This phase shall be performed prior to beginning work on each definable feature of work; after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work. Copies of applicable submittals that have been reviewed and approved/accepted by the Government shall also be maintained in the field until final acceptance of work.
- b. Review of provisions that have been made to provide required control inspection.
- c. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

- d. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- e. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- f. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- g. Discussion of the initial control phase.
- h. The Government shall be notified at least 12 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

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

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
- d. Resolve all differences.
- e. The Government shall be notified at least 12 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- f. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase. Daily checks shall be performed to assure control activities are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that may be affected by the deficient work.

3.7 FINAL INSPECTION

Final Inspection will be performed in accordance with Paragraph(s) 3.7.1 and/or 3.7.2 based on the Government Discretion. Work is considered accepted when payment is made on the Pay Estimate being evaluated.

3.7.1 The contractor is required to perform the final inspection of the installation for quality and quantity of materials utilizing the contractor's quality control plan for on 100% of repaired roofs prior to submitting a Pay Estimate for those installations.

3.7.2 In the event the Government decides to perform random sampling or spot checks for final inspection the following procedure will be implemented. Following the contractor's report of all work on a property completed in accordance with the Work Order and Quality Control performed, Government Quality Assurance Inspectors will conduct random spot checks of completed work for quality of work, accuracy of quantities of materials used and the effectiveness of the CQC program. A contractor's representative is not required to accompany the Government Quality Assurance Inspector.

3.8 DOCUMENTATION. The Contractor shall maintain current records providing factual evidence that required quality control activities have been performed. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Contracting Officer's Representative. The records shall lag no more than one day behind the work being completed on any given day. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Work performed each day, giving location, ROE number, description, and by whom.
- c. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

3.9 SAMPLE FORMS. Sample forms enclosed at the end of this section.

3.10 NOTIFICATION OF NONCOMPLIANCE. The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

2. Equipment. (Not hand tools)

Date of _____ Date of _____ Hours _____ Hours _____

Equipment Arrival/Departure Safety Check Used Idle Repair

3. Work Performed Today: (Indicate location and description of work performed by prime and/or subcontractors. When network analysis is used, identify work by NAS activity number).

4. Control Activities Performed:

Preparatory Inspections: (Identify feature of work and attach minutes).

Initial Inspections: (Identify feature of work and attach minutes).

Follow-Up Inspections: (List inspections performed, results of inspection compared to specification requirements, and corrective actions taken when deficiencies are noted).

5. Materials Received: (Note inspection results and storage provided).

6. Offsite Surveillance Activities, Including Action Taken:

7. Job Safety: (List items checked, results, instructions and corrective actions taken).

8. Remarks: (Instructions received or given. Conflict(s) in Plans and/or specifications. Delays encountered).

Contractor's Verification: On behalf of the Contractor, I certify this report is complete and correct, and all materials and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as may be noted above.

CQC System Manager

(FIRM NAME)

DAILY QUALITY CONTROL FORM FOR ROOFS INSTALLED

DATE: _____

Contract No. _____

Location: _____

DAILY QUALITY CONTROL FORM FOR ROOFS INSTALLED			
ROE NUMBER	ADDRESS	HOMEOWNER	REMARKS

SECTION 001119 - ACI TEMP ROOFING PRICE SCHEDULE

W9128F-15-D-0030

Contractor Name: Ceres Environmental Services Inc.

PUERTO RICO

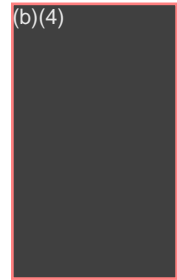
Line Item	Description	Unit of Issue	Unit Price
0001	PUERTO RICO		
0001AA	Planning Effort		
0001AB	Install Government Furnished Plastic Sheeting	Per SF	(b)(4)
0001AC	Furnish and Install Structural Panels	Per SF	
0001AD	Furnish and Install Rafters	Per LF	
0001AE	Best Practices, Metal Roof Repair	Per SF	
0001AF	Best Practices, Small Roof Repair (Asphalt)	Per 50 SF	
0001AG	Moblization for RTR (per property)	EA	
0001AH	Minor Debris Clearance	EA	
0001AJ	Major Debris Clearance	EA	
0001AK	Temporary Window Repair Installed	EA	
0001AL	Emergency Egress Only Door Installed	EA	
0001AM	Ingress/Egress Door Installed	EA	
0001AN	Window Repair Materials Delivered	EA	
0001AP	Emergency Egress Only Door Delivered	EA	
0001AQ	Ingress/Egress Door Delivered	EA	

YEAR 1

0002	PUERTO RICO		
0002AA	Planning Effort		
0002AB	Install Government Furnished Plastic Sheeting	Per SF	(b)(4)
0002AC	Furnish and Install Structural Panels	Per SF	
0002AD	Furnish and Install Rafters	Per LF	
0002AE	Best Practices, Metal Roof Repair	Per SF	
0002AF	Best Practices, Small Roof Repair (Asphalt)	Per 50 SF	
0002AG	Moblization for RTR (per property)	EA	
0002AH	Minor Debris Clearance	EA	

0002AJ Major Debris Clearance
 0002AK Temporary Window Repair Installed
 0002AL Emergency Egress Only Door Installed
 0002AM Ingress/Egress Door Installed
 0002AN Window Repair Materials Delivered
 0002AP Emergency Egress Only Door Delivered
 0002AQ Ingress/Egress Door Delivered

EA
EA
EA
EA
EA
EA
EA



YEAR 2

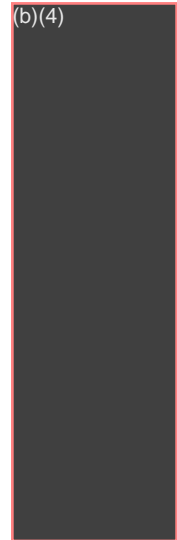
0003

PUERTO RICO

0003AA Planning Effort
 0003AB Install Government Furnished Plastic Sheeting
 0003AC Furnish and Install Structural Panels
 0003AD Furnish and Install Rafters
 0003AE Best Practices, Metal Roof Repair
 0003AF Best Practices, Small Roof Repair (Asphalt)
 0003AG Mobilization for RTR (per property)
 0003AH Minor Debris Clearance
 0003AJ Major Debris Clearance
 0003AK Temporary Window Repair Installed
 0003AL Emergency Egress Only Door Installed
 0003AM Ingress/Egress Door Installed
 0003AN Window Repair Materials Delivered
 0003AP Emergency Egress Only Door Delivered
 0003AQ Ingress/Egress Door Delivered

Non-Priced Line Item

Per SF
Per SF
Per LF
Per SF
Per 50 SF
EA
EA
EA
EA
EA
EA
EA
EA



YEAR 3

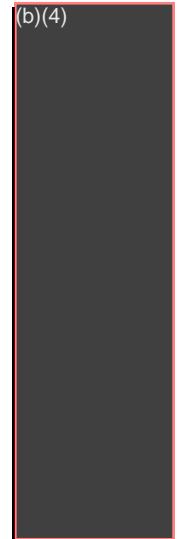
0004

PUERTO RICO

0004AA Planning Effort
 0004AB Install Government Furnished Plastic Sheeting
 0004AC Furnish and Install Structural Panels
 0004AD Furnish and Install Rafters
 0004AE Best Practices, Metal Roof Repair
 0004AF Best Practices, Small Roof Repair (Asphalt)
 0004AG Mobilization for RTR (per property)
 0004AH Minor Debris Clearance
 0004AJ Major Debris Clearance
 0004AK Temporary Window Repair Installed
 0004AL Emergency Egress Only Door Installed
 0004AM Ingress/Egress Door Installed
 0004AN Window Repair Materials Delivered
 0004AP Emergency Egress Only Door Delivered
 0004AQ Ingress/Egress Door Delivered

Non-Priced Line Item

Per SF
Per SF
Per LF
Per SF
Per 50 SF
EA
EA
EA
EA
EA
EA
EA
EA



YEAR 4

0005

PUERTO RICO

0005AA Planning Effort

Non-Priced Line Item

0005AB	Install Government Furnished Plastic Sheeting	Per SF
0005AC	Furnish and Install Structural Panels	Per SF
0005AD	Furnish and Install Rafters	Per LF
0005AE	Best Practices, Metal Roof Repair	Per SF
0005AF	Best Practices, Small Roof Repair (Asphalt)	Per 50 SF
0005AG	Mobilization for RTR (per property)	EA
0005AH	Minor Debris Clearance	EA
0005AJ	Major Debris Clearance	EA
0005AK	Temporary Window Repair Installed	EA
0005AL	Emergency Egress Only Door Installed	EA
0005AM	Ingress/Egress Door Installed	EA
0005AN	Window Repair Materials Delivered	EA
0005AP	Emergency Egress Only Door Delivered	EA
0005AQ	Ingress/Egress Door Delivered	EA

(b)(4)

YEAR 5