

**EGLIN SPECIFIC CONSTRUCTION LANGUAGE**

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**APPLIES TO ALL CONSTRUCTION PROJECTS**

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BONDS

Within the time period specified by the Contracting Officer, the offeror shall furnish two bonds each with surety or sureties acceptable to the Government in the form of a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). The penal sums of such bonds shall be as follows:

(a) Performance Bond. The penal sum of the Performance Bond shall equal one hundred percent (100%) of the value of the contract.

(b) Payment Bonds. The penal sum of the Payment Bond shall equal one hundred percent (100%) of the value of the contract.

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CONFORMANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION)

(a) In addition to the requirements in FAR 52.223-5, contractors shall provide a list of toxic and hazardous chemicals to the Facility Hazardous Materials Cell, 96 CEG/CEIEC, 850-882-5929 before bringing any material onto the facility. This list shall consist of the material name, manufacturer name and address, quantity and size of the materials. This list may be in Microsoft Word or Excel. Updates of this list shall be submitted quarterly to the above office.

(b) The Contractor shall perform work under this contract consistent with the relevant policy and objectives identified in the agency, organizational, or facility environmental management system (EMS) applicable for your contract. The Contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by the agency, organizational, or facility EMS, and provide monitoring and measurement information as necessary for the organization to address environmental performance relative to the environmental, energy, and transportation management goals. In the event an environmental nonconformance or noncompliance associated with the contracted services is identified, the contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the Contractor shall respond and take corrective action immediately. In the case of a nonconformance, the Contractor shall respond and take corrective action based on the time schedule established by the EMS Site Coordinator, 96 CEG/CEIEC, 850-882-5929. In addition, the Contractor shall ensure that their employees are aware of the roles and responsibilities identified by the environmental management system and how these requirements affect their work performed under this contract.

(c) All on-site contractor personnel shall complete facility sponsored environmental training specific to the facility. The facility training will take approximately thirty minutes to accomplish. The training must be completed within 90 days of the contractor employee being work on the installation. The method of training can be video or my seminar presentations. Documentation of the training will be provided to EMS Coordinator, 96 CEG/CEIEC, 850-882-5929. Upon contract award, the Contracting Officer's Representative will notify the facility-level Environmental Management Systems Coordinator, 96 CEG/CEIEC, 850-882-5929 to arrange EMS training for appropriate staff.

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CONSTRUCTION PERMITS

In accordance with (IAW) FAR 52.236-7, the Contractor shall obtain a construction permit for any construction work on Eglin Air Force Base. An AF Form 103 "Base Civil Engineering Work Clearance Request" must be submitted with all required signatures, to the Contract Inspector prior to beginning of performance on the job site. No work shall begin until approval of the AF Form 103 has been granted.

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DAILY REPORT TO INSPECTOR

(a) The Contractor shall submit a Daily Report to 96 CEG/CEOM inspectors on 96 TW Form 3. The report shall include weather conditions, work accomplished, test accomplished, test reports, delays and discrepancies.

(b) The report to the inspector shall be the original signed by the contractor or his superintendent and turned into 96 CEG/CEOM inspectors by 12:00 noon the following work day.

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ENVIRONMENTAL INSURANCE REQUIREMENTS

The Contractor shall, at its own expense, provide and maintain insurance during the entire performance period of this contract which specifically provides coverage for environmental damages with a minimum amount of \$1,000,000.00 per occurrence.

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HAZARDOUS WASTE REMOVAL

The Contractor shall dispose of all hazardous waste in accordance with all applicable local, federal and state environmental laws and regulations, including but not limited to 40 CFR 260-268, Hazardous Waste Management, and Rule 17-30 Florida Administrative Code. The Contractor shall assume the responsibility of determining what constitutes "hazardous waste" and complying with all environmental laws and regulations governing its removal.

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HURRICANE SEASON

Hurricane season for the state of Florida is normally the period from 01 June through 30 November. During an actual hurricane, tropical storm or tropical depression condition, you may be contacted by the contracting office and requested to secure equipment, clean up your work area and properly protect stored materials. In accordance with the contract clause FAR 52.236-9, "Protection of Existing Vegetation,

Structures, Equipment, Utilities and Improvements" and FAR 52.236-12 "Cleaning Up," you should keep this in mind and maintain your work area free from debris and in a safe and secure condition at the completion of each work day. A duty is imposed on the Contractor to monitor local weather conditions, weather bulletins and base closure information in the local media. The Contractor must contact the Contract Administrator with a report of conditions adversely affecting the construction site.

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#### IMPLEMENTATION OF WARRANTY OF CONSTRUCTION

(a) Any manufacturer's guarantees which extend beyond or in addition to the normal one year guaranty required by contract clause FAR 52.246-21 shall be furnished to the Government in their entirety, including names of vendors responsible for servicing said warranties.

(b) The following paragraph is applicable if this contract requires any painting whatsoever:

If painted surfaces blister, peel, scale, become loose, effloresce, chalk, mildew, or otherwise show defective paint surfaces, the Government shall notify the Contractor in writing within a reasonable time after discovery. The Contractor shall prepare, prime, and repaint those surfaces in accordance with applicable paragraphs of the contract. Repainting shall be carried to natural stopping points such as corners, offsets, points of change of masonry to wood trim, and upward to eaves or ceilings, and downward to ground or floor level, in order that the entire wall will have an even texture. Where the surface to be repainted is a wood surface, the repainting shall be applied to the entire wood surface up to the edge of trim or to eaves, as applicable, in order that the repainted surface shall have an even texture. The contractor shall save harmless the Government against any and all liability and compensate private individuals for damage to their personal property caused directly or indirectly by negligent conduct including over spraying but not limited thereto. Furthermore, the Contractor shall post warning signs within the area where paint is being applied which gives notice that no party should park within the danger area. The location, size and lettering of the signs shall be as approved by the Contracting Officer.

(c) The above stated painting requirement and its effective period will be subject to the provisions of the Warranty of Construction as set forth in FAR 52.246-21.

(d) Prior to final acceptance of the work covered by this contract, the Contractor shall furnish in writing to the Contracting Officer a list of all items of equipment furnished. This list will include:

- (1) Nomenclature of each item, type or serial number, and the name and address of the manufacturer;
- (2) Cost;
- (3) Period of guarantee;
- (4) Name, telephone number and address of the subcontractor or supplier; and
- (5) Name, telephone number and address of the service agency that will be responsible for service in event of failure or malfunction. This list will be accompanied by applicable guarantee documents.

(e) To prevent delays and inconveniences to the Government and to insure that equipment will be promptly serviced, the contractor shall make service arrangements with agencies located in the vicinity of the contract work.

(f) The Contracting Officer will furnish the prime Contractor the name of the office that will represent the Government regarding guarantee conditions hereunder.

(g) The Contractor, at its expense, shall furnish and affix a decal or tag, as may be directed, to each piece

of equipment covered by guarantee. The decal or tag will indicate the serial number of the equipment, guarantee period, contract number and name of Contractor. Such decal or tag shall be affixed where directed by the Contracting Officer.

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INSPECTION AND SURVEILLANCE

The Director, Civil Engineering, Eglin Air Force Base, Florida, is designated as the representative of the Contracting Officer for the purpose of surveillance and inspection of performance of work under this contract. This designation does not include authority to direct or authorize the Contractor to make changes in the scope or terms of the contract without the written authority of the Contracting Officer. The contractor shall notify the Construction Management Branch, 96 CEG/CEOM (telephone 882-2864) at least 24 hours in advance of the date work will commence under this contract; contractor shall also notify that office at earliest possible time of anticipated absence(s) from the job site.

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INSURANCE CLAUSE IMPLEMENTATION

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified in FAR Sub Part 28.307-2.

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MEDICAL INFORMATION

The name of the Contractor's physician(s) and preferred hospital (for use in the event of industrial injury of employees) shall be posted by the Contractor at the site of the work in a prominent place where it can easily be seen by the workers. This information shall also be furnished to the Director of Base Medical Services, 96 MDG/SG, and Eglin AFB FL 32542-5300.

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ON-BASE PERFORMANCE

(a) Work on this project shall be accomplished during normal hours, which are 7:00 AM to 3:30 PM, Monday through Friday, except legal holidays. Any work desired to be accomplished during other than the normal hours will require prior approval of the Contracting Officer. The Contractor must submit a written request to the Contracting Officer.

(b) The Contractor's performance may be interrupted from time to time because of high priority mission schedules. For each calendar day and/or portion of a calendar day that the contractor is removed from the job site, the contract schedule will be adjusted by one (1) calendar day.

(c) If a building remains occupied throughout construction, special provisions apply as follows:

Specified in Individual Task Orders

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SALVAGE MATERIALS

(a) All items of Government property indicated on the drawings or in the specifications to be removed and disposed of by the contractor shall become the property of the contractor and shall be removed promptly from the Eglin AFB Reservation and legally disposed of EXCEPTIONS will be given by each Task Order.

(b) Contractors are encouraged to recycle salvage materials when possible. Contact the Eglin Recycling Center, 850-882-7744, for assistance.

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SUPERINTENDENT

Upon notification of award, the Prime Contractor shall identify a superintendent and alternate for this contract and job site. The full name, home address, SSN#, date of birth, state driver's license #, days/hours of access required, and consent to a background check for security purposes of each such employee shall be required. The Prime Contractor's superintendent and/or alternate shall be accountable for all individuals allowed onto the installation. The likelihood of a potential employee meeting all security requirements and being granted authorization to access the base should be considered in all hiring and subcontracting decisions. The U.S. Air Force will not be responsible or liable for any costs or delays that a contractor incurs due to a contractor's employee being denied access to Eglin AFB. The Superintendent and/or alternate shall be responsible for collecting badges/PVC cards from all employees upon completion of the project/contract or termination of service. Prior to final payment approval, the Superintendent shall provide a company letter stating that all Eglin AFB access badges issued in the performance of this contract have been properly turned into the 96 Security Forces Squadron (SFS). This letter must have some type of validation from the 96 SFS badging office employee either by stamp or signature.

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UTILITIES

The Contracting Officer shall specify per Task Order whether electric and water utilities will be available for contractor use.

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UTILITY OUTAGES

Contractor shall notify the Contracting Officer's Representative (COR) in writing two weeks prior to any utility outage anticipated during the performance of this contract.

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VERIFICATION OF UTILITY LINES

Once utility lines are flagged or spotted by the proper approving utilities authority, it is the Contractor's responsibility to verify the utility location and depth. The Contractor will be responsible for repairing any broken lines that might occur during the digging process.

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WARNING -HAZARDOUS CONDITIONS AT SITE

(a) Notice to Contractor. The site, entrance routes, or adjacent areas to the site at which you and your employees and your subcontractors will be working have been used by the Air Force as an ammunition test range. There exists a possible danger to person and property from unexploded weapons in and on the

ground. Live bombs, missiles, and other explodable ordnance material may be embedded or partially embedded in the trees or soil. In no event should you or your employees, or your subcontractors or their employees, attempt to remove or otherwise tamper with such material or objects. Removal of such items from the site by unauthorized personnel is considered misappropriation of Government property and may be subject to penalties under law. However, of more importance is the potentially serious or fatal injury to the individual.

(b) Agreement. The Contractor agrees that if, during the performance of work under this contract, its employees, or subcontractors or their employees should encounter any of these munitions, or other unidentifiable objects which resemble ordnance material he will stop work in the immediate area, report such encounter to the Range Operations Control Center CROCC) at phone number (850) 882-5800 which is manned 24 hours daily and then to the Government Inspector by the most expeditious method, and proceed as directed. The Contractor further agrees to cause warning to be brought to the attention of each of its employees, and to each subcontractor and its employees who will be working at the site.

(c) Procedures for Assuring Safety

(1) A poster describing the various items discussed above will be furnished to the Contractor at the preconstruction briefing. The Contractor shall display this poster in a prominent place at the construction site, readily available for inspection by all personnel.

(2) At the conclusion of the preconstruction briefing the Contractor will be required to signify on an appropriate form that the existence of hazardous munitions items has been discussed. The form will also indicate that the contractor agrees to brief all employees and subcontractors, and will require all subcontractors to brief their employees on the content of this clause.

(3) The Contractor agrees to include the warning and briefing requirements of this clause in all subcontracts.

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WEATHER DELAYS

The Anticipated Normal Weather Delay Schedule shown below is developed by month for this geographic location using National Oceanic and Atmospheric Administration (NOAA) and similar Weather Averaging System data for the project's general location. The Government has included additional time in the allowed performance period using this data. (The basic performance period allows seven calendar days for every five-day working days assuming based on working Monday through Friday. The contractor's progress schedule must take these anticipated adverse weather delays into account in all weather-dependent activities to ensure timely completion of the job.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON A 5-DAY WORKWEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	5	5	3	3	5	8	6	5	3	4	5

Upon acknowledgement of Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on his Daily Report (96 TW Form 3), the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent or more of the Contractor's scheduled workday and must cause a delay in the work activities critical to contract completion. In order to obtain relief from contract schedule requirements, the Contractor will have to demonstrate not only that the anticipated amount of weather delay was exceeded by actual weather interruption, but also that reasonable efforts were made to

compensate for such excess interruptions through changes in work hours, changes in the planned sequence of work, increased concurrent activities, or other available measures. Contemporaneous documentation of such efforts and prompt coordination thereof with government inspectors is encouraged (see below).

In the event that all reasonable effort to complete the required performance on schedule fail and it is determined that excessive inclement weather was the cause of that failure, the Contractor may request extension of the project performance period for any weather delays suffered because of adverse weather beyond the number day indicated on the chart. The number of workdays of delay added to the schedule shall be converted to calendar days by adding the appropriate number of weekend days associated with that number of workdays.

(a) Adverse weather days will not be granted for other than normal workdays that the Contractor requested to work solely for the Contractor's convenience to meet the contract performance period.

(b) Any extensions to the contract because of change orders will have the normal adverse weather days figured into the extension period.

(c) If the contract dictates an alternate performance period other than a normal Monday through Friday five-day workweek, an extension will be considered based on the contract requirement for a workday.

Upon the request of the Contractor made within one workweek after the relevant events, the government inspector will review the Contractor's documentation of weather delays and circumstances relevant to the availability of work-around and promptly confirm or dispute the Contractor's conclusions in writing to the Contractor and the Contracting Officer. If the Contractor requests an adjustment to the contract schedule based on the government inspector's review, the contractor shall notify the Contracting Officer in writing and provide relevant information and recommendations regarding the request. The Contracting Officer shall determine whether the request should be promptly granted, deferred pending determination of cumulative weather effects during the contract performance period, denied, or some combination thereof. The reason for any deferral or denial will be simultaneously communicated to the Contractor in writing.

The findings of the Contracting Officer shall be final and conclusive subject to appeal under the Disputes clause. Upon any extension, the Contractor shall immediately submit to the Contracting Officer a revised progress schedule to meet the revised performance period.

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