



STATEMENT OF WORKS

Replacement of Existing Sanitary Line in Vega Baja
Readiness Center
Vega Baja, Puerto Rico

TABLE OF CONTENTS

PART 1: GENERAL INFORMATION

- 1.1 ACRONYMOUS
- 1.2 DEFINITIONS
- 1.3 DESCRIPTION
- 1.4 BACKGROUND
- 1.5 PERFORMANCE PERIOD
- 1.6 FUNDS

PART 2: COST PROPOSAL CONSIDERATION

- 2.1 SCOPE
- 2.2 ENVIRONMENTAL POLICY
- 2.3 CONDITIONS
 - 2.3.1 GENERAL CONDITIONS
 - 2.3.1.1 ADMINISTRATIVE
 - 2.3.1.2 PROJECT MANAGER
 - 2.3.1.3 SAFETY REQUIREMENTS
 - 2.3.1.4 PERMITS
 - 2.3.1.6 INSURANCES REQUIRED
 - 2.3.1.5 TECHNICAL
 - 2.3.2 FEDERAL GENERAL CLAUSES
 - 2.3.3 CLAUSULAS DE INCLUSION
 - 2.3.4 SECURITY AND PROTECTION REQUIREMENTS
 - 2.3.4.1 Anti-Terrorism/Force Protection
 - 2.3.4.2 iWATCH
 - 2.3.4.3 TARP

ATTACHMENT LIST

ATTACHMENT 1: Federal General Clauses

ATTACHMENT 2: Cláusulas de Inclusión"

PART 1

GENERAL INFORMATION

1.1 ACRONYMOUS

1.2 DEFINITIONS

1.3 OVERVIEW

1.4 DESCRIPTION

1.5 PERFORMANCE PERIOD

1.6 FUNDS

PART 1: GENERAL INFORMATION

1.1 ACRONYMOUS

AR Army Regulations

ASG Administración de Servicios Generales

ASP Ammunition Supply Point

AT/OPSEC Antiterrorism/Operational Security Background Investigation

CFMO Construction and Facilities Management Office

CFR Code Federal Regulation

CM Contract Manager

COR Contracting Officer Representative

DA Department of the Army

DD254 Department of Defense Contract Security Classification Specification

DFARS Defense Federal Acquisition Regulation Supplement

DoD Department of Defense

EPA Environmental Protection Agency

FAR Federal Acquisition Regulation

GAAP Generally Accepted Accounting Principles

NIOSH National Institute for Occupational Safety and Health

NGB National Guard Bureau

OSHA Occupational Safety and Health Agency

POC Point of Contact

PPE Personal Protective Equipment

PRARNG Puerto Rico Army National Guard

RUL Registro Unico de Licitadores

SAM System for Award Management

US United States

1.2 DEFINITIONS

Change Order - A written order issued by the PRARNG, or its duly authorized representative, to the Contractor, signed by both parties, covering, additions, deletions, and/or revisions in the Work and/or an adjustment in the Contract Price and/or the Contract Time, if any, issued on or after the Effective Date of the Contract. In Unit Price Contracts, a Change Order can also reflect a change in the number of items, as well as an increase or decrease, contained in the proposal. In Lump Sum Contracts, it reflects an order for additional or less work.

Contract - a written agreement, especially concerning with detailed services herein in this document.

Contractor - is an individual or entity that conducts business and is duly organized under the laws of the Government of Puerto Rico or foreign commercial organizations authorized to do business in Puerto Rico, registered in "Registro Unico de Licitadores" under the Puerto Rico General Services Administration (ASG), with: Unique Entity Identifier, CAGE Number and be active in SAM Registry. It will be who be select to perform the services and works described in this request.

Days - this term will be considered as calendar days.

Government - means Government of Puerto Rico, it is inclusive but not limited to other branches, municipalities and instrumentalities that administer Puerto Rico.

PRARNG – means Puerto Rico Army National Guard.

Project Manager - The professional licensed and collegiate Engineer or Architect, designated in accordance with the Contract as the Contractor's authorized representative who is made by Contractor responsible for and placed in charge of the Work.

Project Schedule - A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Work

within the Contract Time.

Subcontractor - A Subcontractor is an individual or entity that has a direct contract with the Contractor to perform any of the Work at the Site. The term Subcontractor as referred throughout the Purchase Order Documents means the Subcontractor or his authorized representative.

1.3 OVERVIEW

The Puerto Rico Army National Guard has a facility located in the Municipality of Vega Baja, Puerto Rico. This facility is known as "Vega Baja Military Readiness Center" and it is used for training and military activities. Currently this facility need a replacement of the existing sanitary pipeline to prevent it from collapsing due to the increase in Soldiers personnel and to improve the operation of the sanitary services.

1.4 DESCRIPTION

The project consists of replacing 150 LF of the existing sanitary pipeline, removing and disposing of all debris, and resurfacing the areas that are impacted by the pipeline installation.

1.5 PERFORMANCE PERIOD

Contractor will develop the activities indicated in the scope of work in a term of 30 days.

1.6 FUNDS

Appropriation funds for the project are 100% Federal.

PART 2

COST PROPOSAL CONSIDERATION

2.1 SCOPE

2.2 ENVIRONMENTAL POLICY

2.3 CONDITIONS

2.3.1 GENERAL CONDITIONS

2.3.1.1 ADMINISTRATIVE

2.3.1.2 PROJECT MANAGER

2.3.1.3 SAFETY REQUIREMENTS

2.3.1.4 PERMITS

2.3.1.5 INSURANCES REQUIRED

2.3.1.6 TECHNICAL

2.3.2 FEDERAL GENERAL CLAUSES

2.3.3 CLAUSULAS DE INCLUSION

2.3.4 SECURITY AND PROTECTION REQUIREMENTS

2.3.4.1 Anti-Terrorism/Force Protection

2.3.4.2 iWATCH

2.3.4.3 TARP

2.1

SCOPE OF WORKS

**REPLACEMENT OF EXISTING SANITARY LINE
VEGA BAJA READINESS CENTER, PUERTO
RICO**

PREPARED BY:

SAMMY CRUZ

DATE: JUNE 13, 2022

TABLE OF CONTENTS

PART 1 GENERAL INFORMATION

- 1.0 Background
- 1.1 Objectives
- 1.2 Description
- 1.3 Location
- 1.4 Performance of Period

PART 2 EXISTING CONDITIONS

- 2.0 Considerations

PART 3 ENVIRONMENTAL

- 3.0 Permits
- 3.1 Policy
- 3.2 Prevention and Mitigation Plan for COVID-19 of PRANG

PART 4 SERVICES / PROJECT WORKS

- 4.0 Scope of Works
- 4.1 Technical Specifications

Part 1

GENERAL INFORMATION

- 1.0 Background
 - 1.1 Objectives
 - 1.2 Description
 - 1.3 Location
- 1.4 Performance of Period

PART 1 GENERAL INFORMATION

1.0 Background

The Puerto Rico Army National Guard has a facility located in the Municipality of Vega Baja, Puerto Rico. This facility is known as "Vega Baja Military Readiness Center" and it is used for training and military activities. Currently this facility need a replacement of the existing sanitary pipeline to prevent it from collapsing due to the increase in Soldiers personnel and to improve the operation of the sanitary services.

1.1 Objectives

Meet the requirements for daily operations of the facility, the sanitary system must be replace and improved in order to comply with the increase of soldiers personnel during daily operations.

1.2 Description

The project consists of replacing 150 LF of the existing sanitary pipeline, removing and disposing of all debris, and resurfacing the areas that are impacted by the pipeline installation.

1.3 Location

Vega Baja Readiness Center, Vega Baja, Puerto Rico

1.4 Performance of Period

30 calendar days

Part 2

EXISTING CONDITIONS

2.0 Considerations

PART 2 EXISTING CONDITIONS

2.0 Considerations

- Working hours at the military installation are from 7:30 AM to 4:00 PM, Monday through Friday. The selected company must perform the contracted work during the days mentioned above.
- Become familiar with details of the work and verify dimensions in the field to avoid interferences with any existing utilities.
- All products and equipment that is procured for the completion of this work shall be protected from weather, dirt, and physical damage.
- The facility's water and electricity utilities may be used exclusively for work related to the Replacement of the Sanitary Line.
- All equipment necessary to carry out the work of Replacement of the Sanitary Line will be the responsibility of the company.
- For official company vehicles, parking is determined on the day of the site visit.
- Any other consideration that has not been mentioned will be provided on the site visit.

Part 3

ENVIRONMENTAL

3.0 Permits

3.1 Policy

3.2 Prevention and Mitigation Plan for COVID-19 of PRARNG

PART 3 ENVIRONMENTAL

3.1 Permits

Refer to Attachment A

3.2 Policy

The selected company must comply at all times with the GNPR's Environmental Preservation Policy during the development of the services. See document (Environmental Policy Statement). See Attachment B.

3.0 Prevention and Mitigation Plan for COVID-19 of PRARNG

The selected company must provide a safety plan that considers all the risks of the different work activities, and the measures to be taken to mitigate or eliminate such risks. The contracted company must provide its security plan submitted for the evaluation process and final approval by the Puerto Rico National Guard (GNPR) prior to its implementation and monitoring. This safety plan should establish the protocol for the prevention and mitigation of COVID-19 in the workplace. See the GNPR Plan in Attachment C.

Attachment A

“Certificación de Cumplimiento Ambiental por Exclusion Categórica”



Certificación de Cumplimiento Ambiental por Exclusión Categórica

Supply Room Refurbishment at Vega Baja Readiness Center

Fecha de Expedición:

16/JUL/2020

Datos de Localización

De conformidad con las disposiciones contenidas en las leyes y los reglamentos vigentes, se expide la presente Certificación de Exclusión Categórica para la acción(es) antes descrita(s):

Dirección Física:

Dirección: READINESS CENTER, GUARDIA NACIONAL, CARR. #687 BARRIO ALGARROBO
Municipio: Vega Baja
Estado: Puerto Rico
Código Postal: 00693

Dueño:

Guardia Nacional de Puerto Rico

Sometido por:

Guardia Nacional de Puerto Rico

Calificación

Distrito(s) de Calificación: LT-PR (81%), LT-CR1 (7%), DT-P (6%), LT-AD (3%), DT-G (2%), VIAL (1%)
Distrito en el Mapa de Inundabilidad: X (94.5%), AE (4.9%), 0.2 PCT (0.6%)
Tipo de Suelo: CsC (46.3%), AgC (23.4%), Pt (16.6%), Vg (3.8%), ArC (3.6%), W (2.2%), HD (2.0%), SgF (1.8%), CIF2 (0.2%)

Número(s) de Catastro:

035-000-002-33

Datos de determinación

Exclusión Categórica

Números de exclusión categórica aplicables de acuerdo a la R-11-17 de la JCA*:

59

Fecha de Expedición:

16/JUL/2020

Condiciones Generales

De acuerdo con la solicitud de esta Determinación, se certificó cumplimiento con los siguientes requisitos, cuyo incumplimiento podrá repercutir en la revocación de esta Determinación:

1. Las actividades de uso o de construcciones livianas de nuevas estructuras no están ubicadas o desarrolladas en:

a. Areas especiales de riesgo de inundaciones, derrumbes o marejadas.

b. Areas en las que la Junta de Calidad Ambiental (JCA) u otras agencias gubernamentales estatales o federales hayan determinado que existe un grado de contaminación que excede el permitido por los reglamentos vigentes.

c. Areas ecológicamente sensitivas o protegidas, según establecido por el Departamento de Recursos Naturales y Ambientales (DRNA), en las que existan especies únicas de fauna o flora o que estén en peligro de extinción o en las que puedan afectarse ecológicamente sistemas naturales o artificiales, ya sea en forma directa o indirecta.

d. Areas en las que existan problemas de infraestructura o de deficiencias en los sistemas de servicios de suministro de agua potable, disposición de las aguas sanitarias, suministro de energía eléctrica o capacidad vial para el manejo adecuado del tránsito de vehículos de motor.

e. Areas que constituyan yacimientos minerales, conocidos o potenciales.





Certificación de Cumplimiento Ambiental por Exclusión Categórica

f. Areas en las que existen yacimientos arqueológicos o de valor cultural, según determinado por el Instituto de Cultura Puertorriqueña (ICP).

g. Areas de topografía escarpada, en cuencas hidrográficas donde se puedan afectar fuentes de abasto de agua potable.

h. Cualquier otra acción que la JCA haya establecido mediante Resolución.

2. No descargarán contaminantes a cuerpos de agua, ni generará desperdicios peligrosos o emisiones al aire que excedan dos (2) toneladas al año de contaminantes de aire criterio, o cinco (5) toneladas de cualquier combinación de contaminantes criterio, ni emitirá al aire contaminantes peligrosos o tóxicos u olores objetables.

3. La disposición o descarga de las aguas usadas se realizará mediante acometidas a un sistema sanitario existente, lo cual requerirá la obtención del endoso de la AAA previo a la solicitud de permisos de construcción.

4. Que existe la infraestructura necesaria (agua potable y alcantarillado sanitario suministrado por la AAA, energía eléctrica, alcantarillado pluvial, vías de acceso) para servir a la operación del proyecto o actividad propuesta, con excepción de los proyectos agrícolas que se ubican por regla general en las áreas rurales, así como las residencias unifamiliares asociadas en las que las instalaciones de esa naturaleza son limitadas.

5. La operación de la actividad no afectará áreas residenciales o zonas de tranquilidad por contaminación sónica según establecido por el Reglamento para el Control de la Contaminación por Ruido.

6. Que el desarrollo de la instalación comercial, industrial, de servicio, institucional y de desarrollo de terrenos para uso turístico y proyectos recreativos no excede de cinco mil (5,000) pies cuadrados de construcción en área total de ocupación y área bruta de piso y que cumple con las condiciones de ubicación y operación establecidas por la OGP e u otra agencia con jurisdicción, según sean aplicables.

7. El uso de edificios o estructuras existentes para facilidades comerciales, almacenes y usos industriales o de servicios no excederán de cien mil (100,000) pies cuadrados en área total de ocupación y área bruta de piso. Dicha operación deberá cumplir con las condiciones de ubicación y operación establecidas por la OGP e u otra agencia con jurisdicción, según sean aplicables, y las establecidas para las exclusiones categóricas en este Reglamento.

8. Para la ejecución o desarrollo de las acciones aprobadas como exclusiones categóricas, se requerirá la obtención de los permisos aplicables de las agencias gubernamentales para las etapas de construcción y operación.

9. La acción no ha sido fragmentada o segmentada para fines de la evaluación y será determinada por la agencia proponente si la misma satisface o no los requisitos para ser considerada y ejecutada bajo una exclusión categórica.

10. Que ha cumplido con el requisito de publicación de un Aviso Público de conformidad con la Regla 122 del Reglamento de Evaluación y Trámite de Documentos Ambientales de la JCA, en el caso que la acción propuesta este relacionada al uso u otorgamiento de fondos federales que requieran un proceso de evaluación parecido al de NEPA (NEPA-Like Process).

Aviso

Si luego de haberse aquí dado cumplimiento con el Artículo 4(B) de la Ley Núm. 416 surgirían variaciones sustanciales en la acción propuesta que requieran la evaluación a los impactos ambientales, habrá que presentar el correspondiente documento ambiental, de conformidad con la Ley sobre Política Pública Ambiental.

Condiciones Especiales

NINGUNA

Firma / Sellos





Certificación de Cumplimiento Ambiental por Exclusión Categórica

Fecha de Expedición:
16/JUL/2020



Ing. Gabriel Hernández Rodríguez
Secretario Auxiliar



Attachment B

Policy



PUERTO RICO NATIONAL GUARD
THE ADJUTANT GENERAL OFFICE
552 BORINQUENEER STREET
FORT BUCHANAN, PR 00934

NGPR-Z

9 November 2020

MEMORANDUM FOR ALL PERSONNEL OF THE PUERTO RICO ARMY NATIONAL GUARD

SUBJECT: Environmental Policy Statement

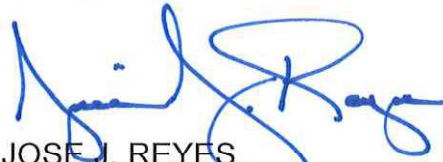
1. The Puerto Rico Army National Guard is a versatile organization of educated, disciplined and well-trained Citizen Soldiers committed to accomplish those missions that are in the best interests of our Nation, State and community.
2. Personnel in this organization are subject to federal, state and local environmental laws and regulations. They must ensure they fully understand and conform to these laws and regulations.
3. The Puerto Rico Army National Guard is committed to protect and preserve our physical environment utilizing environmentally sound standards and practices.
4. Through the adoption of this Policy, the Puerto Rico Army National Guard will:
 - a. Support the military mission by identifying management actions required to protect and conserve natural and cultural resources and provide sustained use of the training lands.
 - b. Be an environmentally responsible neighbor in the communities where we operate, and act promptly and responsibly to correct incidents or conditions that endanger human health or the environment.
 - c. Comply with all applicable Federal, State and local environmental laws and regulations, and those other requirements to which we subscribe.
 - d. Consider environmental requirements and impacts early in our planning process as they relate to military training, equipment fielding and construction projects.
 - e. Clean-up any contaminated sites as quickly as resources permit.
 - f. Continually improve pollution reduction strategies through the application of innovative processes and technologies.

NGPR-Z
SUBJECT: ENVIRONMENTAL POLICY STATEMENT

5. Every employee, contractor and tenant of the Puerto Rico Army National Guard is expected to adhere to the provisions set forth in this policy. Managers at all levels are expected to oversee the implementation of this policy in their respective areas of responsibility.

6. Previous Policy Statement, 27 August 2019, is rescinded. A copy of this policy statement will be permanently posted on all bulletin boards.

7. Point of contact is 1LT David Santiago, PRARNG Environmental Manager, at (787) 421-8605, or email david.santiagohernandez.mil@mail.mil.



JOSE J. REYES
Major General (PR), PRNG
The Adjutant General

DISTRIBUTION:
A

Attachment C

Prevention and Mitigation Plan for COVID-19 of PRARNG

PLAN PARA LA PREVENCIÓN Y MITIGACIÓN DE COVID-19 EN EL LUGAR DE TRABAJO GUARDIA NACIONAL PUERTO RICO

MAYO 2020



El pasado 15 de marzo de 2020, la Gobernadora de Puerto Rico, Honorable Wanda Vázquez Garced, emitió una Orden Ejecutiva que entre otros mecanismos ordenó a la fuerza laboral no esencial a permanecer en sus hogares e instituyó un toque de queda, en aras de contener y detener la propagación de COVID-19. Este plan es una herramienta de administración para implementar acciones prácticas para mitigar la propagación de la pandemia COVID-19 en el lugar de trabajo y es el resultado práctico de la Política de Prevención y Mitigación de COVID-19. La aplicación exitosa de la herramienta depende de la cooperación de los empleados y contratistas para realizar cambios positivos en el lugar de trabajo a fin de mejorar la respuesta y la preparación ante el COVID-19.

A. POLÍTICA, PLANIFICACIÓN Y ORGANIZACIÓN

1. Desarrollar y publicar una declaración del compromiso y las responsabilidades de la dirección para reducir el riesgo de exposición

al virus y la transmisión de COVID-19 en el lugar de trabajo en consulta con los empleados.

2. Desarrollar un plan de preparación y respuesta para la prevención COVID-19 en el lugar de trabajo, considerando todas las áreas de trabajo y tareas realizadas por los empleados y las posibles fuentes de exposición.
3. Consultar regularmente los protocolos del Departamento de Salud y otras autoridades, que pueden haber desarrollado materiales informativos para promover la prevención del riesgo de exposición al virus en el lugar de trabajo y otros consejos técnicos.
4. Establecer un sistema de trabajo para proporcionar información confiable y actualizada a los empleados de la GNPR sobre la situación emergente relacionada al COVID-19, con referencia a la información divulgada por las autoridades de salud nacionales o locales.
5. Identificar los peligros de todas las operaciones y cubrir todos los trabajos.
6. Integrar la seguridad y la salud en el plan de contingencia y continuidad de la agencia y considerar otros requisitos relacionados con el trabajo, incluyendo dónde las operaciones deben realizarse con una fuerza de trabajo reducida.
7. Promover el teletrabajo para empleados no críticos para minimizar la propagación de COVID-19 en su lugar de trabajo.
8. Si el teletrabajo no es factible, introducir turnos escalonados para evitar grandes concentraciones de empleados en las instalaciones.
9. Elaborar un plan cuando se identifica un caso confirmado o sospechoso de COVID-19 en el lugar de trabajo que incluya, entre

otros, informes, monitoreo y desinfección de acuerdo con las directrices nacionales.

10. De conformidad con las normas nacionales, amplíe el acceso a licencias por enfermedad remuneradas, prestaciones por enfermedad y permisos de paternidad/cuidado e informe a todos los empleados.
11. Establecer un mecanismo de monitoreo y evaluación de las estrategias y planes de prevención COVID-19.

B. EVALUACIÓN DE RIESGOS, ADMINISTRACIÓN Y COMUNICACIÓN

1. Evaluar el riesgo de interacción con empleados, contratistas, clientes y visitantes en el lugar de trabajo y contaminación del entorno de trabajo, e implementar medidas. (ver sección III).
2. Capacitar a la administración, empleados y contratistas sobre las medidas adoptadas para prevenir el riesgo de exposición al virus y sobre cómo actuar en caso de infección por COVID-19. Para los empleados de alto riesgo, la capacitación debe incluir el uso, mantenimiento y eliminación correcta de equipos de protección personal (EPP).
3. Informar a los empleados de que cada uno tiene derecho a retirarse de una situación laboral que suponga un peligro inminente y grave para la vida o la salud, de conformidad con la legislación nacional y los procedimientos establecidos e informar inmediatamente a su supervisor inmediato de la situación.
4. Asistir a los empleados, contratistas, militares, suplidores y visitantes a minimizar el contacto directo y garantizar prácticas de higiene personal, como el lavado y el uso de desinfectantes para las manos. Considerar la posibilidad de proporcionar equipo de protección

personal (EPP), si los empleados están en contacto directo con visitantes.

5. Se deben evitar los viajes fuera de la agencia, si no es esencial. Se debe evaluar el riesgo de infección por COVID-19 cuando se planifiquen viajes a otras agencias gubernamentales y al Fuerte Buchanan.
6. Mantener una comunicación constante con los empleados, incluso a través de Internet, o cuando no sea posible, por teléfono.
7. Asistir a los trabajadores a manejar cualquier riesgo psicosocial emergente, nuevas formas de arreglo de trabajo y en la promoción y mantenimiento de estilos de vida saludables, incluyendo dieta, descanso, sueño, ejercicio y contactos sociales con amigos y familiares.

C. MEDIDAS DE PREVENCIÓN Y MITIGACIÓN

1. Organizar el trabajo de manera que se permita el distanciamiento físico de al menos seis (6) pies de otras personas u otra distancia según lo prescrito por el Departamento de Salud.
2. Evite las reuniones cara a cara, dando preferencia a llamadas telefónicas, correo electrónico o reuniones virtuales. Si necesita organizar reuniones, organice el espacio para permitir el distanciamiento físico.
3. Proporcionar al personal, clientes y visitantes con lugares amplios y de fácil acceso donde pueden lavarse las manos con agua y jabón, desinfectar las manos con desinfectantes y, además, promover una cultura de lavado de manos.
4. Colocar los dispensadores de desinfectantes de frotamiento de manos en lugares prominentes alrededor del lugar de trabajo y asegúrese de que estos dispensadores se rellenen regularmente.

5. Promover una cultura de limpieza regular de escritorios y estaciones de trabajo, perillas de puertas, teléfonos, teclados y objetos de trabajo con desinfectante y desinfectar regularmente las áreas comunes, incluidas las salas de descanso. Las superficies que se tocan con frecuencia deben limpiarse con más frecuencia. Dependiendo de las operaciones, considerar la contratación de servicios de limpieza y desinfección.
6. Promueva y comunice una buena higiene respiratoria en el lugar de trabajo, como cubrirse la boca y la nariz con el codo o un pañuelo al toser o estornudar.
7. Enfatique el distanciamiento social en el lugar de trabajo y permanezca fuera de los "entornos de congregación" tanto como sea posible.
8. Proporcionar mascarillas adecuadas y poner a disposición pañuelos de papel en los lugares de trabajo, para su uso por aquellos que desarrollan un moqueo o tos, junto con contenedores cerrados para su eliminación higiénica de ellos.
9. Colocar divisiones en acrílico en las áreas de servicio al cliente para reforzar las medidas de distanciamiento y prevención de contagio.
10. Limitar al mínimo el acceso a las áreas de espera comunes, siempre manteniendo la distancia de seis (6) pies entre personas y siempre utilizando mascarillas. Cada persona será evaluada para determinar que no demuestra síntomas, como fiebre, utilizando termómetros de "cero contactos".

D. ARREGLOS PARA CASOS DE COVID-19 PRESUNTOS Y CONFIRMADOS

1. En línea con las recomendaciones de oficiales, animar a los empleados y contratistas con síntomas sospechosos de COVID-19 a no acudir al lugar de trabajo y seguir las instrucciones de las autoridades locales.

2. Aconsejar a los empleados que llamen a su proveedor de atención médica cuando tengan una condición grave que incluya dificultad para respirar, dándoles detalles de sus viajes recientes y síntomas.
3. Organizar el aislamiento de cualquier persona que desarrolle síntomas de COVID-19 en el lugar de trabajo, mientras espera la transferencia a un centro de salud apropiado. Organizar la desinfección del lugar de trabajo y monitoreo de las personas que tienen contacto cercano.

(Revisado 27 de mayo de 2020)

YO TE PROTEJO, TÚ ME PROTEGES

LA MASCARILLA ES OBLIGATORIA

I protect you, you protect me. You must wear a mask



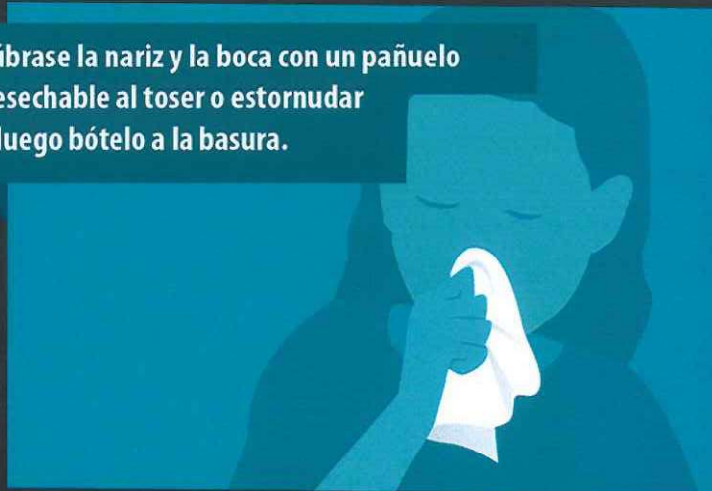
DETENGA LA PROPAGACIÓN DE LOS MICROBIOS

Ayude a prevenir la propagación de virus respiratorios como el nuevo COVID-19.

Evite el contacto cercano con las personas enfermas.



Cúbrase la nariz y la boca con un pañuelo desechable al toser o estornudar y luego bótelos a la basura.



Limpie y desinfecte los objetos y las superficies que se tocan frecuentemente.



Evite tocarse los ojos, la nariz y la boca.



Quédese en casa si está enfermo, excepto para buscar atención médica.



Lávese las manos frecuentemente con agua y jabón por al menos 20 segundos.



SÍNTOMAS DE LA ENFERMEDAD DEL CORONAVIRUS 2019

Los pacientes con COVID-19 han presentado enfermedad respiratoria de leve a grave.

Los síntomas* pueden incluir

FIEBRE



TOS



*Los síntomas pueden aparecer de 2 a 14 días después de la exposición.

Si usted ha estado en China o ha tenido contacto cercano con alguien con COVID-19 confirmado en las últimas 2 semanas y presenta síntomas, llame al médico.

DIFICULTAD PARA RESPIRAR





6' de distancia



—CONTAGIA—
**HÁBITOS
SALUDABLES**



DEPARTAMENTO DE
SALUD
GOBIERNO DE PUERTO RICO

Línea de Orientación Coronavirus
787.999.6202
24 horas al día / 7 días a la semana

LO QUE NECESITA SABER SOBRE LA ENFERMEDAD DEL CORONAVIRUS 2019 (COVID-19)

¿Qué es Coronavirus?

Una afección respiratoria que se puede propagar de persona a persona y que puede causar diversas enfermedades. Aunque no existe medicamento o vacuna para prevenirla, sus síntomas pueden ser tratados.

¿Cuáles son los síntomas?

- Fiebre
- Tos
- Dificultad para respirar

¿Cuáles son las complicaciones graves provocadas por este virus?

Muchos pacientes tienen neumonía en ambos pulmones.

¿Qué puedo hacer para ayudar a protegerme?

La mejor manera de prevenir el contagio es evitar la exposición al virus que causa el COVID-19.

Hay medidas simples preventivas y cotidianas para ayudar a prevenir la propagación de virus respiratorios.

Estas incluyen las siguientes:



Evitar el contacto cercano con personas enfermas.



Evitar tocarse los ojos, la nariz y la boca con las manos sin lavar.



Lavarse frecuentemente las manos con agua y jabón por al menos 20 segundos. Usar un desinfectante de manos que contenga al menos un 60 % de alcohol si no hay agua y jabón disponibles.



Quedarse en casa si está enfermo.



Cubrirse la nariz y la boca con un pañuelo desechable al toser o estornudar y luego botarlo a la basura.



Limpiar y desinfectar los objetos y las superficies que se tocan frecuentemente.

¿Qué debo hacer si recientemente viajé a algún país donde circula el virus y me enfermé?

Si estuvo en el país en los últimos 14 días, se siente enfermo y tiene fiebre, tos o dificultad para respirar, debería buscar atención médica e ir al hospital. Ellos le darán instrucciones sobre los pasos a seguir sin exponer a los demás a su enfermedad. Mientras esté enfermo, evite el contacto con otras personas, no salga y postergue cualquier viaje para reducir la posibilidad de propagar la enfermedad a los demás.

Para información actualizada esté atento a los boletines emitidos por el
Departamento de Salud de Puerto Rico
o visite www.salud.gov.pr o www.contagiahabitossaludables.com



SECRETARÍA AUXILIAR para
la PROMOCIÓN de la SALUD

PROTÉGETE DEL CORONAVIRUS

Lávate frecuentemente las manos con agua y jabón por al menos 20 segundos. Usa un desinfectante de manos que contenga al menos un 60% de alcohol, si no hay agua y jabón disponibles.



— CONTAGIA —
**HÁBITOS
SALUDABLES**



DEPARTAMENTO DE
SALUD
GOBIERNO DE PUERTO RICO

Línea de Orientación Coronavirus
787.999.6202
24 horas al día / 7 días a la semana

AUTORIZADO POR LA COMISIÓN ESTADAL DE ELECCIONES: CEE-14-2019-0443

Part 4

SERVICES / PROJECT WORKS

4.0 Scope of Works

4.1 Technical Specifications

PART 4 SERVICE / PROJECT WORKS

4.1 Scope of Works

Refer to Attachment D

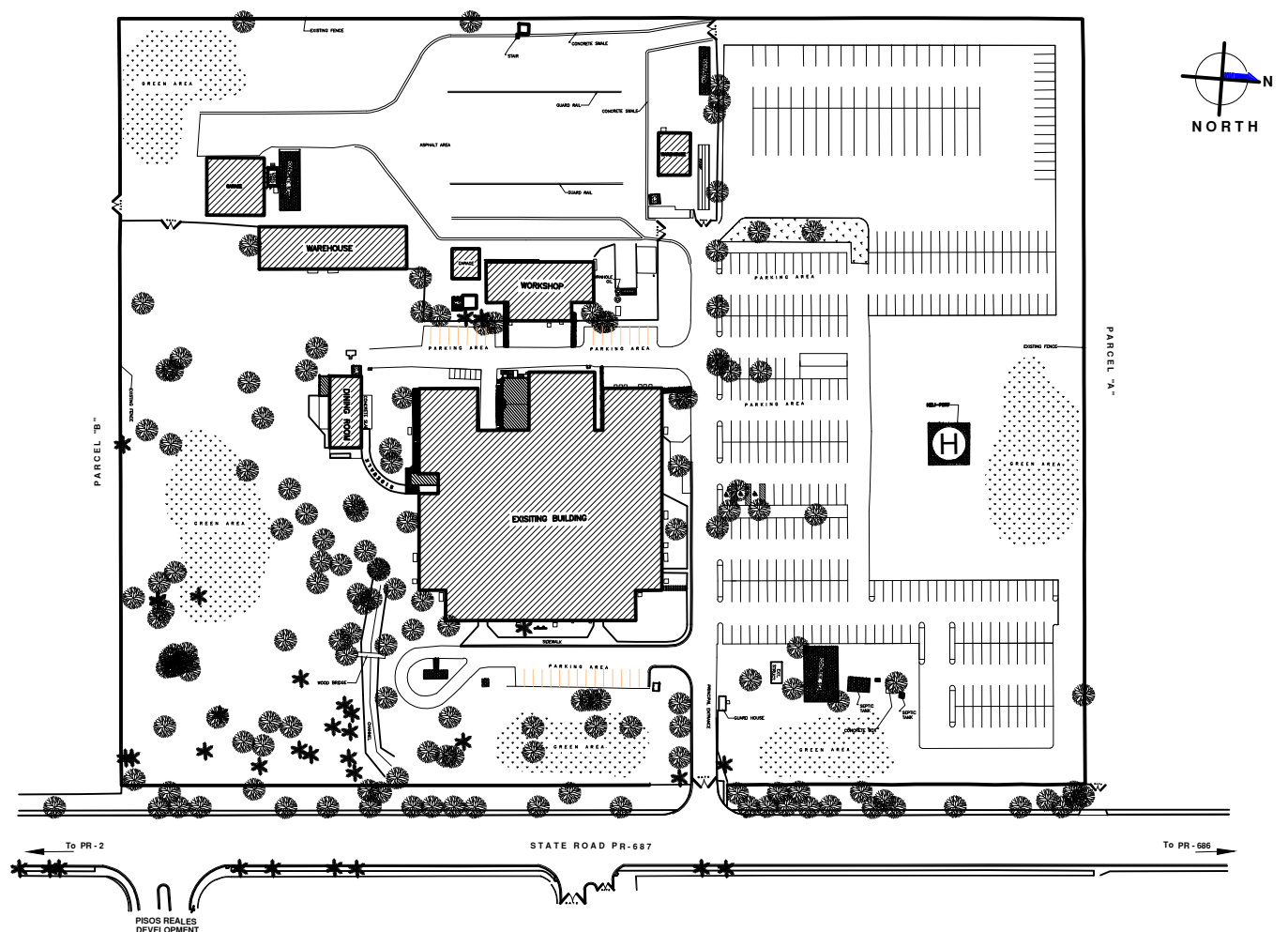
4.0 Technical Specifications

Refer to Attachment D

Attachment D

Drawings and Specifications

SANITARY LINE REPLACEMENT VEGA BAJA READINESS CENTER

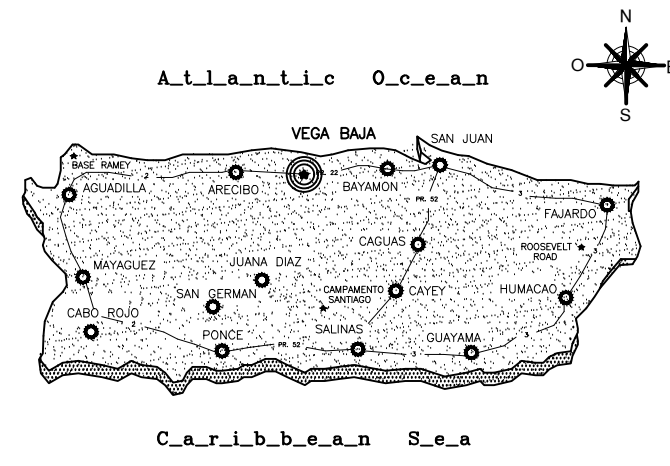


- No. COVER SHEET:**
- T - 1 Title Sheet, Index Drawings
- PLUMBING:**
- P - 1 Existing Grading and Site Plan, N

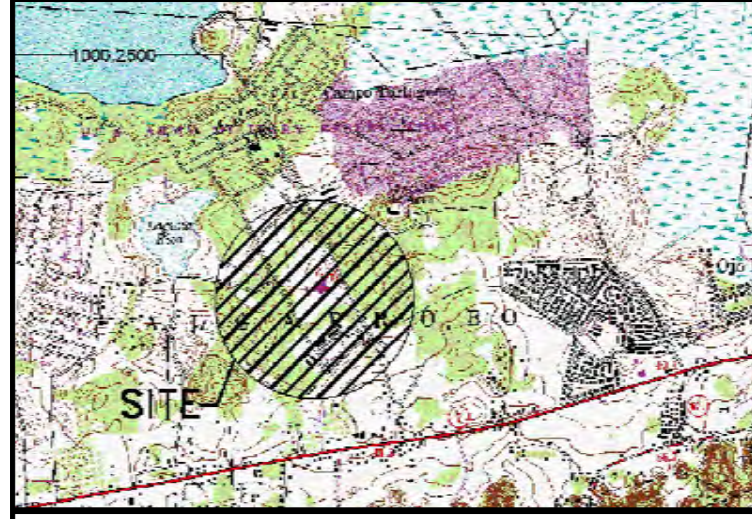
MG JOSE JUAN REYES
ADJUTANT GENERAL OF PUERTO RICO

COL CARLOS R. CAEZ - SIERRA, P.E.
STATE CONSTRUCTION & FACILITIES
MANAGEMENT OFFICER

MAP PLAN



LOCATION PLAN SCALE: 1:20,000



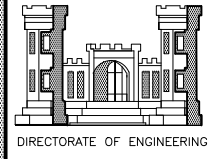
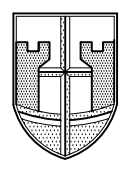
REVISIONS

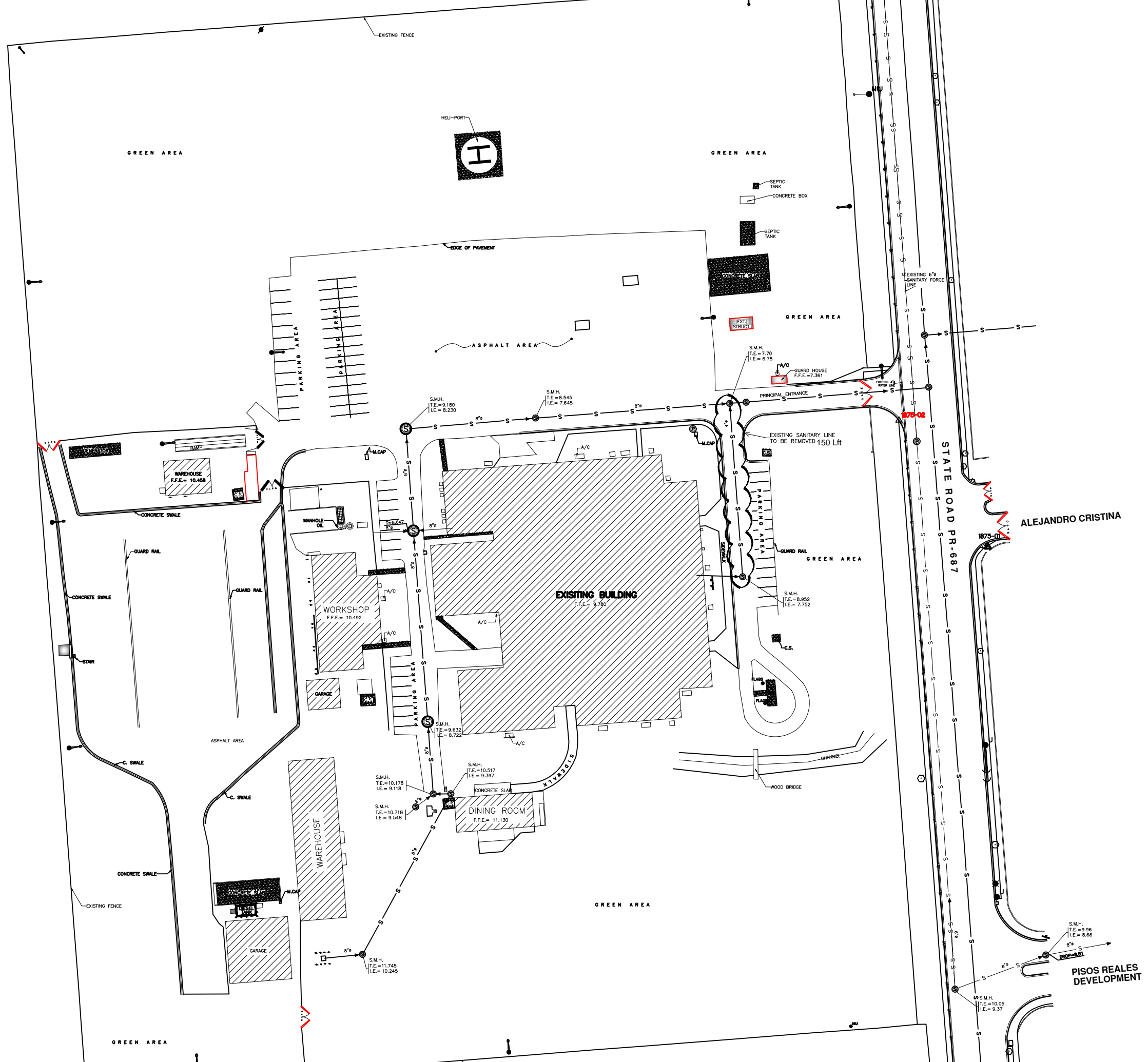
DESIGN: SAMMY CRUZ
DRAWN: DANIEL RUIZ

REV. NO.	DATE	DESCRIPTIONS	REV. BY

AGENCY PROJECT NUMBER

PUERTO RICO ARMY NATIONAL GUARD ENGINEERING DIRECTORATE SAN JUAN, PUERTO RICO

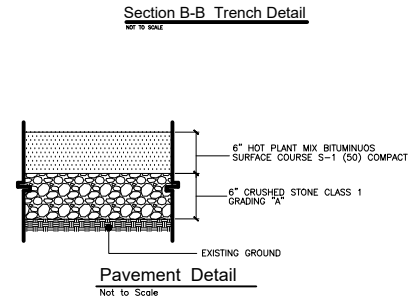
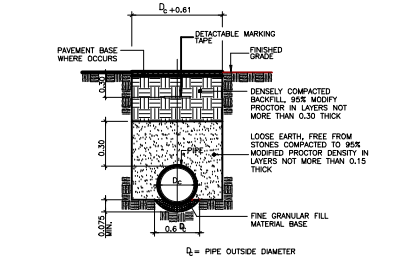




- SCOPE OF WORK:**
1. REMOVE ASPHALT LAYER TO WORK WITH THE REMOVAL OF FILL MATERIAL.
 2. REMOVE EXISTING SANITARY PIPE AS MARKED.
 3. INSTALL NEW 4" TYPE SDR #35 SANITARY PIPE IN PVC.150 Lft
 4. DEPOSIT SELECTED MATERIAL TO FILL THE TRENCH. SEE DETAIL.
 5. SURFACE FINISH WITH ASPHALT. SEE DETAIL.

- GENERAL NOTES:**
1. THE CONTRACTOR SHALL VISIT THE PROJECT SITE TO VERIFY EXISTING CONDITION AND IDENTIFY VISIBLE PROBLEMS AREAS OR DIFFICULTIES IN ORDER TO INCLUDE ALL COSTS IN BASE BID.
 2. THE CONTRACTOR SHALL VERIFY DIMENSIONS AND EXISTING FINISH CONDITION, MATERIALS AND EQUIPMENT TO REMAIN, REPLACE OR REPAIR IF DAMAGED.
 3. AFTER DEMOLITION AND / OR REMOVAL OF ANY ITEM, THE CONTRACTOR SHALL CLEAN PATCH AND PREPARED ALL SURFACES FOR THE FINISHES SPECIFIED.
 4. ALL DEMOLITION AND CONSTRUCTION WORK SHALL BE COORDINATED WITH THE OWNER IN ORDER TO PREVENT POSSIBLE CONFLICTS WITH THE OWNER'S NORMAL CONDITIONS.
 5. ALL WORK SHALL BE DONE IN A THOROUGH AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS AND DRAWINGS. THE LATEST EDITION OF THE APPLICABLE CODES (FOR ANY SPECIFIC WORK) SHALL BE FOLLOWED, EXCEPT WHERE LOCAL REGULATIONS ARE MORE STRINGENT, IN WHICH CASE, LOCAL REGULATIONS SHALL GOVERN.
 6. CONTRACTOR WILL REMOVE AND DISPOSE ALL DEBRIS AND GARBAGE OUT OF THE NATIONAL GUARD PROPERTY.

- GENERAL NOTES FOR MANHOLES:**
- 1- ON ASPHALT ROADS, THE MANHOLE TOP SLAB SHALL BE 0.025M. LOWER THAN THE ROADWAY SURFACE. THIS AREA WILL BE COVERED BY THE ASPHALT PAVEMENT. CAUTION SHALL BE TAKEN TO KEEP THE CAST IRON FRAME AND COVER AT THE SURFACE LEVEL.
 - 2- THE BOTTOM CHANNEL OF THE MANHOLE SHALL HAVE THE SAME GRADIENT AS THE SEWER PIPE. MANHOLE STEPS SHALL BE PLACED IN STRUCTURES MORE THAN 0.90M. DEEP.
 - 3- IN LOW LANDS SUBJECT TO FLOODING, USE WATER TIGHT COVERS.
 - 4- MANHOLES EXTENDING MORE THAN 0.60M. OVER FINISHED GRADE SHALL HAVE EXTERIOR MANHOLE STEPS.
 - 5- WALL DIMENSION OF 0.127 IS MINIMUM AND SHALL BE DESIGNED FOR DEPTH OF MANHOLE BY THE PROPOSER.
 - 6- RUBBER GASKETS SHALL BE USED AT ALL MANHOLE JOINTS.
 - 7- CEILGARD 663G EPOXY COATING SHALL BE APPLIED TO ALL, EXISTING AND NEW, INTERIOR SURFACES OF MANHOLES.



DESIGNER:	SAMMY CRUZ
DRAWN:	DANIEL RUIZ
SCALE:	1:500
DATE:	
 DIRECTORATE OF ENGINEERING	
PUERTO RICO ARMY NATIONAL GUARD DIRECTORATE OF ENGINEERING P.O. BOX 3786 SAN JUAN PUERTO RICO 00904-3786	
PROJECT: SANITARY LINE REPLACEMENT VEGA BAJA READINESS CENTER	
SHEET TITLE: Proposed Sanitary Site Plan and Details	
SHEET NUMBER:	2
	OF
TOTAL SHEET:	2
	SHEET NAME:
PARRANG	
DESCRIPTION	REVISIONS
DATE	N.O.
SHEET NAME: P-1	

SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS

11/15

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 within the text by the basic designation only.

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE)

ASSE/SAFE A10.22	(2007; R 2012) Safety Requirements for Rope-Guided and Non-Guided Workers' Hoists
ASSE/SAFE A10.34	(2001; R 2012) Protection of the Public on or Adjacent to Construction Sites
ASSE/SAFE A10.44	(2014) Control of Energy Sources (Lockout/Tagout) for Construction and Demolition Operations
ASSE/SAFE Z244.1	(2003; R 2014) Control of Hazardous Energy Lockout/Tagout and Alternative Methods
ASSE/SAFE Z359.0	(2012) Definitions and Nomenclature Used for Fall Protection and Fall Arrest
ASSE/SAFE Z359.1	(2016) The Fall Protection Code
ASSE/SAFE Z359.11	(2014) Safety Requirements for Full Body Harnesses
ASSE/SAFE Z359.12	(2009) Connecting Components for Personal Fall Arrest Systems
ASSE/SAFE Z359.13	(2013) Personal Energy Absorbers and Energy Absorbing Lanyards
ASSE/SAFE Z359.14	(2014) Safety Requirements for Self-Retracting Devices for Personal Fall Arrest and Rescue Systems
ASSE/SAFE Z359.15	(2014) Safety Requirements for Single Anchor Lifelines and Fall Arresters for Personal Fall Arrest Systems
ASSE/SAFE Z359.2	(2007) Minimum Requirements for a Comprehensive Managed Fall Protection Program
ASSE/SAFE Z359.3	(2007) Safety Requirements for Positioning and Travel Restraint Systems

ASSE/SAFE Z359.4 (2013) Safety Requirements for Assisted-Rescue and Self-Rescue Systems, Subsystems and Components

ASSE/SAFE Z359.6 (2009) Specifications and Design Requirements for Active Fall Protection Systems

ASSE/SAFE Z359.7 (2011) Qualification and Verification Testing of Fall Protection Products

ASSE/SAFE Z490.1 (2009) Criteria for Accepted Practices in Safety, Health, and Environmental Training

ASME INTERNATIONAL (ASME)

ASME B30.20 (2013; INT Oct 2010 - May 2012) Below-the-Hook Lifting Devices

ASME B30.22 (2016) Articulating Boom Cranes

ASME B30.23 (2011) Personnel Lifting Systems Safety Standard for Cableways, Cranes, Derricks, Hoists, Hooks, Jacks, and Slings

ASME B30.26 (2015; INT Jun 2010 - Jun 2014) Rigging Hardware

ASME B30.3 (2016) Tower Cranes

ASME B30.5 (2014) Mobile and Locomotive Cranes

ASME B30.7 (2011) Winches

ASME B30.8 (2015) Floating Cranes and Floating Derricks

ASME B30.9 (2014; INT Feb 2011 - Nov 2013) Slings

ASTM INTERNATIONAL (ASTM)

ASTM F855 (2015) Standard Specifications for Temporary Protective Grounds to Be Used on De-energized Electric Power Lines and Equipment

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 1048 (2003) Guide for Protective Grounding of Power Lines

IEEE C2 (2017; Errata 1-2 2017; INT 1 2017) National Electrical Safety Code

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)

NASA NPR 8621.1 (2006b; Change 7) NASA Procedural

Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping

NASA NPR 8715.3 (2008c; Change 9) NASA General Safety Program Requirements

NASA-STD 8719.12 (2011; Change 2) Safety Standard for Explosives, Propellants, and Pyrotechnics

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA Z535.2 (2011) Environmental and Facility Safety Signs

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10 (2018; TIA 18-1) Standard for Portable Fire Extinguishers

NFPA 241 (2013; Errata 2015) Standard for Safeguarding Construction, Alteration, and Demolition Operations

NFPA 306 (2014) Standard for Control of Gas Hazards on Vessels

NFPA 51B (2014) Standard for Fire Prevention During Welding, Cutting, and Other Hot Work

NFPA 70 (2017; ERTA 1-2 2017; TIA 17-1; TIA 17-2; TIA 17-3; TIA 17-4; TIA 17-5; TIA 17-6; TIA 17-7; TIA 17-8; TIA 17-9; TIA 17-10; TIA 17-11; TIA 17-12; TIA 17-13; TIA 17-14) National Electrical Code

NFPA 70E (2018; TIA 18-1; TIA 81-2) Standard for Electrical Safety in the Workplace

TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA)

TIA-1019 (2012; R 2016) Standard for Installation, Alteration and Maintenance of Antenna Supporting Structures and Antennas

TIA-222 (2005G; Add 1 2007; Add 2 2009; Add 3 2014; Add 4 2014; R 2014; R 2016) Structural Standards for Steel Antenna Towers and Antenna Supporting Structures

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety and Health Requirements Manual

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

10 CFR 20 Standards for Protection Against Radiation

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.146	Permit-required Confined Spaces
29 CFR 1910.147	The Control of Hazardous Energy (Lock Out/Tag Out)
29 CFR 1910.333	Selection and Use of Work Practices
29 CFR 1915	Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment
29 CFR 1915.89	Control of Hazardous Energy (Lockout/Tags-Plus)
29 CFR 1919	Gear Certification
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.1400	Cranes and Derricks in Construction
29 CFR 1926.16	Rules of Construction
29 CFR 1926.450	Scaffolds
29 CFR 1926.500	Fall Protection
29 CFR 1926.552	Material Hoists, Personal Hoists, and Elevators
29 CFR 1926.553	Base-Mounted Drum Hoists
49 CFR 173	Shippers - General Requirements for Shipments and Packagings
CPL 02-01-056	(2014) Inspection Procedures for Accessing Communication Towers by Hoist
CPL 2.100	(1995) Application of the Permit-Required Confined Spaces (PRCS) Standards, 29 CFR 1910.146

1.2 DEFINITIONS

1.2.1 Competent Person (CP)

The CP is a person designated in writing, who, through training, knowledge and experience, is capable of identifying, evaluating, and addressing existing and predictable hazards in the working environment or working conditions that are dangerous to personnel, and who has authorization to take prompt corrective measures with regards to such hazards.

1.2.2 Competent Person, Confined Space

The CP, Confined Space, is a person meeting the competent person

requirements as defined EM 385-1-1 Appendix Q, with thorough knowledge of OSHA's Confined Space Standard, 29 CFR 1910.146, and designated in writing to be responsible for the immediate supervision, implementation and monitoring of the confined space program, who through training, knowledge and experience in confined space entry is capable of identifying, evaluating and addressing existing and potential confined space hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

1.2.3 Competent Person, Excavation/Trenching

A CP, Excavation/Trenching, is a person meeting the competent person requirements as defined in EM 385-1-1 Appendix Q and 29 CFR 1926, who has been designated in writing to be responsible for the immediate supervision, implementation and monitoring of the excavation/trenching program, who through training, knowledge and experience in excavation/trenching is capable of identifying, evaluating and addressing existing and potential hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

1.2.4 Competent Person, Fall Protection

The CP, Fall Protection, is a person meeting the competent person requirements as defined in EM 385-1-1 Appendix Q and in accordance with ASSE/SAFE Z359.0, who has been designated in writing by the employer to be responsible for immediate supervising, implementing and monitoring of the fall protection program, who through training, knowledge and experience in fall protection and rescue systems and equipment, is capable of identifying, evaluating and addressing existing and potential fall hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

1.2.5 Competent Person, Scaffolding

The CP, Scaffolding is a person meeting the competent person requirements in EM 385-1-1 Appendix Q, and designated in writing by the employer to be responsible for immediate supervising, implementing and monitoring of the scaffolding program. The CP for Scaffolding has enough training, knowledge and experience in scaffolding to correctly identify, evaluate and address existing and potential hazards and also has the authority to take prompt corrective measures with regard to these hazards. CP qualifications must be documented and include experience on the specific scaffolding systems/types being used, assessment of the base material that the scaffold will be erected upon, load calculations for materials and personnel, and erection and dismantling. The CP for scaffolding must have a documented, minimum of 8-hours of scaffold training to include training on the specific type of scaffold being used (e.g. mast-climbing, adjustable, tubular frame), in accordance with EM 385-1-1 Section 22.B.02.

1.2.6 Competent Person (CP) Trainer

A competent person trainer as defined in EM 385-1-1 Appendix Q, who is qualified in the material presented, and who possesses a working knowledge of applicable technical regulations, standards, equipment and systems related to the subject matter on which they are training Competent Persons. A competent person trainer must be familiar with the typical hazards and the equipment used in the industry they are instructing. The training provided by the competent person trainer must be appropriate to

that specific industry. The competent person trainer must evaluate the knowledge and skills of the competent persons as part of the training process.

1.2.7 High Risk Activities

High Risk Activities are activities that involve work at heights, crane and rigging, excavations and trenching, scaffolding, electrical work, and confined space entry.

1.2.8 High Visibility Accident

A High Visibility Accident is any mishap which may generate publicity or high visibility.

1.2.9 Load Handling Equipment (LHE)

LHE is a term used to describe cranes, hoists and all other hoisting equipment (hoisting equipment means equipment, including crane, derricks, hoists and power operated equipment used with rigging to raise, lower or horizontally move a load).

1.2.10 Medical Treatment

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

1.2.11 Near Miss

A Near Miss is a mishap resulting in no personal injury and zero property damage, but given a shift in time or position, damage or injury may have occurred (e.g., a worker falls off a scaffold and is not injured; a crane swings around to move the load and narrowly misses a parked vehicle).

1.2.12 Operating Envelope

The Operating Envelope is the area surrounding any crane or load handling equipment. Inside this "envelope" is the crane, the operator, riggers and crane walkers, other personnel involved in the operation, rigging gear between the hook, the load, the crane's supporting structure (i.e. ground or rail), the load's rigging path, the lift and rigging procedure.

1.2.13 Qualified Person (QP)

The QP is a person designated in writing, who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems related to the subject matter, the work, or the project.

1.2.14 Qualified Person, Fall Protection (QP for FP)

A QP for FP is a person meeting the requirements of [EM 385-1-1](#) Appendix Q, and [ASSE/SAFE Z359.0](#), with a recognized degree or professional certificate and with extensive knowledge, training and experience in the fall

protection and rescue field who is capable of designing, analyzing, and evaluating and specifying fall protection and rescue systems.

1.2.15 Load Handling Equipment (LHE) Accident or Load Handling Equipment Mishap

A LHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents, even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, or roll over).

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are [for Contractor Quality Control approval.][for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government.] Submittals with an "S" are for inclusion in the Sustainability eNotebook, in conformance with Section 01 33 29 SUSTAINABILITY REPORTING. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G

SD-06 Test Reports

Monthly Exposure Reports

Notifications and Reports

Accident Reports; G

LHE Inspection Reports

Activity Hazard Analysis (AHA)

Confined Space Entry Permit

Hot Work Permit

Certificate of Compliance

1.4 MONTHLY EXPOSURE REPORTS

Provide a Monthly Exposure Report and attach to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both Prime and subcontractor. Failure to submit the report may result in retention of up to 10 percent of the voucher.

1.5 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, comply with the most recent edition of USACE EM 385-1-1, OSHA 29 CFR 1926 and federal, state, and local laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern.

1.6 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

1.6.1 Personnel Qualifications

1.6.1.1 Site Safety and Health Officer (SSHO)

Provide an SSHO that meets the requirements of EM 385-1-1 Section 1. The SSHO must ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one (1) person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Alternate SSHO must be at the work site at all times to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The SSHO and Alternate SSHO must have the required training, experience, and qualifications in accordance with EM 385-1-1 Section 01.A.17, and all associated sub-paragraphs.

If the SSHO is off-site for a period longer than 24 hours, an equally-qualified alternate SSHO must be provided and must fulfill the same roles and responsibilities as the primary SSHO. When the SSHO is temporarily (up to 24 hours) off-site, a Designated Representative (DR), as identified in the AHA may be used in lieu of an Alternate SSHO, and must be on the project site at all times when work is being performed. Note that the DR is a collateral duty safety position, with safety duties in addition to their full time occupation.

1.6.1.1.1 Additional Site Safety and Health Officer (SSHO) Requirements and Duties

The SSHO may also serve as the Quality Control Manager. The SSHO may not serve as the Superintendent.

1.6.1.2 Competent Person Qualifications

Provide Competent Persons in accordance with EM 385-1-1, Appendix Q and herein. Competent Persons for high risk activities include confined space, cranes and rigging, excavation/trenching, fall protection, and electrical work. The CP for these activities must be designated in writing, and meet

the requirements for the specific activity (i.e. competent person, fall protection).

The Competent Person identified in the Contractor's Safety and Health Program and accepted Accident Prevention Plan, must be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the the Contracting Officer for information in consultation with the Safety Office.

1.6.1.2.1 Competent Person for Confined Space Entry

Provide a Confined Space (CP) Competent Person who meets the requirements of EM 385-1-1, Appendix Q, and herein. The CP for Confined Space Entry must supervise the entry into each confined space in accordance with EM 385-1-1, Section 34.

[Since this work involves operations that handle combustible or hazardous materials, this person must have the ability to understand and follow through on the air sampling, Personal Protective Equipment (PPE), and instructions of a Marine Chemist, Coast Guard authorized persons, or Certified Industrial Hygienist. Confined space and enclosed space work must comply with NFPA 306, OSHA 29 CFR 1915, Subpart B, "Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment," or as applicable, 29 CFR 1910.147 for general industry.

1.6.1.2.2 Competent Person for Scaffolding

Provide a Competent Person for Scaffolding who meets the requirements of EM 385-1-1, Section 22.B.02 and herein.

1.6.1.2.3 Competent Person for Fall Protection

Provide a Competent Person for Fall Protection who meets the requirements of EM 385-1-1, Section 21.C.04, 21.B.03, and herein.

1.6.1.3 Qualified Trainer Requirements

Individuals qualified to instruct the 40 hour contract safety awareness course, or portions thereof, must meet the definition of a Competent Person Trainer, and, at a minimum, possess a working knowledge of the following subject areas: EM 385-1-1, Electrical Standards, Lockout/Tagout, Fall Protection, Confined Space Entry for Construction; Excavation, Trenching and Soil Mechanics, and Scaffolds in accordance with 29 CFR 1926.450, Subpart L.

Instructors are required to:

- a. Prepare class presentations that cover construction-related safety requirements.
- b. Ensure that all attendees attend all sessions by using a class roster signed daily by each attendee. Maintain copies of the roster for at least five (5) years. This is a certification class and must be attended 100 percent. In cases of emergency where an attendee cannot make it to a session, the attendee can make it up in another class session for the same subject.

- c. Update training course materials whenever an update of the EM 385-1-1 becomes available.
- d. Provide a written exam of at least 50 questions. Students are required to answer 80 percent correctly to pass.
- e. Request, review and incorporate student feedback into a continuous course improvement program.

1.6.1.4 Crane Operators/Riggers

Provide Operators, Signal Persons, and Riggers meeting the requirements in EM 385-1-1, Section 15.B for Riggers and Section 16.B for Crane Operators and Signal Persons. Provide proof of current qualification.

1.6.2 Personnel Duties

1.6.2.1 Duties of the Site Safety and Health Officer (SSHO)

The SSHO must:

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the Contractors' daily production report.
- b. Conduct mishap investigations and complete required accident reports. Report mishaps and near misses.
- c. Use and maintain OSHA's Form 300 to log work-related injuries and illnesses occurring on the project site for Prime Contractors and subcontractors, and make available to the Contracting Officer upon request. Post and maintain the Form 300A on the site Safety Bulletin Board.
- d. Maintain applicable safety reference material on the job site.
- e. Attend the pre-construction conference, pre-work meetings including preparatory meetings, and periodic in-progress meetings.
- f. Review the APP and AHAs for compliance with EM 385-1-1, and approve, sign, implement and enforce them.
- g. Establish a Safety and Occupational Health (SOH) Deficiency Tracking System that lists and monitors outstanding deficiencies until resolution.
- h. Ensure subcontractor compliance with safety and health requirements.
- i. Maintain a list of hazardous chemicals on site and their material Safety Data Sheets (SDS).
- j. Maintain a weekly list of high hazard activities involving energy, equipment, excavation, entry into confined space, and elevation, and be prepared to discuss details during QC Meetings.

- k. Provide and keep a record of site safety orientation and indoctrination for Contractor employees, subcontractor employees, and site visitors.

Superintendent, QC Manager, and SSHO are subject to dismissal if the above duties are not being effectively carried out. If Superintendent, QC Manager, or SSHO are dismissed, project work will be stopped and will not be allowed to resume until a suitable replacement is approved and the above duties are again being effectively carried out.

1.6.3 Meetings

1.6.3.1 Preconstruction Conference

- a. Contractor representatives who have a responsibility or significant role in accident prevention on the project must attend the preconstruction conference. This includes the project superintendent, Site Safety and Occupational Health officer, quality control manager, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).
- b. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, and Government review of AHAs to preclude project delays.
- c. Deficiencies in the submitted APP, identified during the Contracting Officer's review, must be corrected, and the APP re-submitted for review prior to the start of construction. Work is not permitted to begin until an APP is established that is acceptable to the Contracting Officer.

1.6.3.2 Safety Meetings

Conduct safety meetings to review past activities, plan for new or changed operations, review pertinent aspects of appropriate AHA (by trade), establish safe working procedures for anticipated hazards, and provide pertinent Safety and Occupational Health (SOH) training and motivation. Conduct meetings at least once a month for all supervisors on the project location. The SSHO, supervisors, foremen, or CDSOs must conduct meetings at least once a week for the trade workers. Document meeting minutes to include the date, persons in attendance, subjects discussed, and names of individual(s) who conducted the meeting. Maintain documentation on-site and furnish copies to the Contracting Officer on request. Notify the Contracting Officer of all scheduled meetings 7 calendar days in advance.

1.7 ACCIDENT PREVENTION PLAN (APP)

A qualified person must prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of EM 385-1-1, Appendix A, and as supplemented herein. Cover all paragraph and subparagraph elements in EM 385-1-1, Appendix A. The APP must be job-specific and address any unusual or unique aspects of the project or activity for which

it is written. The APP must interface with the Contractor's overall safety and health program referenced in the APP in the applicable APP element, and made site-specific. Describe the methods to evaluate past safety performance of potential subcontractors in the selection process. Also, describe innovative methods used to ensure and monitor safe work practices of subcontractors. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP must be signed by an officer of the firm (Prime Contractor senior person), the individual preparing the APP, the on-site superintendent, the designated SSHO, the Contractor Quality Control Manager, and any designated Certified Safety Professional (CSP) or Certified Health Physicist (CIH). The SSHO must provide and maintain the APP and a log of signatures by each subcontractor foreman, attesting that they have read and understand the APP, and make the APP and log available on-site to the Contracting Officer. If English is not the foreman's primary language, the Prime Contractor must provide an interpreter.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. Once reviewed and accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP is cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified. Continuously review and amend the APP, as necessary, throughout the life of the contract. Changes to the accepted APP must be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and Quality Control Manager. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered. Should any severe hazard exposure (i.e. imminent danger) become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate and remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by [ASSE/SAFE A10.34](#)), and the environment.

1.7.1 Names and Qualifications

Provide plans in accordance with the requirements outlined in Appendix A of [EM 385-1-1](#), including the following:

- a. Names and qualifications (resumes including education, training, experience and certifications) of site safety and health personnel designated to perform work on this project to include the designated Site Safety and Health Officer and other competent and qualified personnel to be used. Specify the duties of each position.
- b. Qualifications of competent and of qualified persons. As a minimum, designate and submit qualifications of competent persons for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation

and control of chemical, physical and biological agents; and personal protective equipment and clothing to include selection, use and maintenance.

1.7.2 Plans

Provide plans in the APP in accordance with the requirements outlined in Appendix A of [EM 385-1-1](#), including the following:

1.7.2.1 Confined Space Entry Plan

Develop a confined or enclosed space entry plan in accordance with [EM 385-1-1](#), applicable OSHA standards [29 CFR 1910](#), [29 CFR 1915](#), and [29 CFR 1926](#), OSHA Directive [CPL 2.100](#), and any other federal, state and local regulatory requirements identified in this contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

1.7.2.2 Standard Lift Plan (SLP)

Plan lifts to avoid situations where the operator cannot maintain safe control of the lift. Prepare a written SLP in accordance with [EM 385-1-1](#), Section 16.A.03, using Form 16-2 for every lift or series of lifts (if duty cycle or routine lifts are being performed). The SLP must be developed, reviewed and accepted by all personnel involved in the lift in conjunction with the associated AHA. Signature on the AHA constitutes acceptance of the plan. Maintain the SLP on the LHE for the current lift(s) being made. Maintain historical SLPs for a minimum of 3 months.

1.7.2.3 Critical Lift Plan - Crane or Load Handling Equipment

Provide a Critical Lift Plan as required by [EM 385-1-1](#), Section 16.H.01, using Form 16-3. In addition, Critical Lift Plans are required for the following:

- a. Lifts over 50 percent of the capacity of barge mounted mobile crane's hoist.
- b. When working around energized power lines where the work will get closer than the minimum clearance distance in [EM 385-1-1](#) Table 16-1.
- c. For lifts with anticipated binding conditions.
- d. When erecting cranes.

1.7.2.3.1 Critical Lift Plan Planning and Schedule

Critical lifts require detailed planning and additional or unusual safety precautions. Develop and submit a critical lift plan to the Contracting Officer 30 calendar days prior to critical lift. Comply with load testing requirements in accordance with [EM 385-1-1](#), Section 16.F.03.

1.7.2.3.2 Lifts of Personnel

In addition to the requirements of EM 385-1-1, Section 16.H.02, for lifts of personnel, demonstrate compliance with the requirements of 29 CFR 1926.1400 and EM 385-1-1, Section 16.T.

1.7.2.4 Barge Mounted Mobile Crane Lift Plan

Provide a Naval Architecture Analysis and include an LHE Manufacturer's Floating Service Load Chart in accordance with EM 385-1-1, Section 16.L.03.

1.7.2.5 Multi-Purpose Machines, Material Handling Equipment, and Construction Equipment Lift Plan

Multi-purpose machines, material handling equipment, and construction equipment used to lift loads that are suspended by rigging gear, require proof of authorization from the machine OEM that the machine is capable of making lifts of loads suspended by rigging equipment. Written approval from a qualified registered professional engineer, after a safety analysis is performed, is allowed in lieu of the OEM's approval. Demonstrate that the operator is properly trained and that the equipment is properly configured to make such lifts and is equipped with a load chart.

1.7.2.6 Fall Protection and Prevention (FP&P) Plan

The plan must comply with the requirements of EM 385-1-1, Section 21.D and ASSE/SAFE Z359.2, be site specific, and address all fall hazards in the work place and during different phases of construction. Address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 6 feet. A competent person or qualified person for fall protection must prepare and sign the plan documentation. Include fall protection and prevention systems, equipment and methods employed for every phase of work, roles and responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Review and revise, as necessary, the Fall Protection and Prevention Plan documentation as conditions change, but at a minimum every six months, for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. Keep and maintain the accepted Fall Protection and Prevention Plan documentation at the job site for the duration of the project. Include the Fall Protection and Prevention Plan documentation in the Accident Prevention Plan (APP).

1.7.2.7 Rescue and Evacuation Plan

Provide a Rescue and Evacuation Plan in accordance with EM 385-1-1 Section 21.N and ASSE/SAFE Z359.2, and include in the FP&P Plan and as part of the APP. Include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility.

1.7.2.8 Hazardous Energy Control Program (HECP)

Develop a HECP in accordance with EM 385-1-1 Section 12, 29 CFR 1910.147, 29 CFR 1910.333, 29 CFR 1915.89, ASSE/SAFE Z244.1, and ASSE/SAFE A10.44. Submit this HECP as part of the Accident Prevention Plan (APP). Conduct a preparatory meeting and inspection with all effected personnel to coordinate all HECP activities. Document this meeting and inspection in accordance with EM 385-1-1, Section 12.A.02. Ensure that each employee is

familiar with and complies with these procedures.

1.7.2.9 Excavation Plan

Identify the safety and health aspects of excavation, and provide and prepare the plan in accordance with EM 385-1-1, Section 25.A and Section 31 00 00 EARTHWORK.

1.7.2.10 Occupant Protection Plan

Identify the safety and health aspects of lead-based paint removal, prepared in accordance with Section.

1.7.2.11 Asbestos Hazard Abatement Plan

Identify the safety and health aspects of asbestos work, and prepare in accordance with Section.

1.7.2.12 Site Safety and Health Plan

Identify the safety and health aspects, and prepare in accordance with Section 01 35 29.13 HEALTH, SAFETY, AND EMERGENCY RESPONSE PROCEDURES FOR CONTAMINATED SITES.

1.7.2.13 Polychlorinated Biphenyls (PCB) Plan

Identify the safety and health aspects of Polychlorinated Biphenyls work, and prepare in accordance with Sections 02 84 33 REMOVAL AND DISPOSAL OF POLYCHLORINATED BIPHENYLS (PCBs) and 02 61 23 REMOVAL AND DISPOSAL OF PCB CONTAMINATED SOILS.

1.7.2.14 Site Demolition Plan

Identify the safety and health aspects, and prepare in accordance with Section 02 41 00 [DEMOLITION] [AND] [DECONSTRUCTION] and referenced sources.

1.8 ACTIVITY HAZARD ANALYSIS (AHA)

Before beginning each activity, task or Definable Feature of Work (DFOW) involving a type of work presenting hazards not experienced in previous project operations, or where a new work crew or subcontractor is to perform the work, the Contractor(s) performing that work activity must prepare an AHA. AHAs must be developed by the Prime Contractor, subcontractor, or supplier performing the work, and provided for Prime Contractor review and approval before submitting to the Contracting Officer. AHAs must be signed by the SSHO, Superintendent, QC Manager and the subcontractor Foreman performing the work. Format the AHA in accordance with EM 385-1-1, Section 1 or as directed by the Contracting Officer. Submit the AHA for review at least 15 working days prior to the start of each activity task, or DFOW. The Government reserves the right to require the Contractor to revise and resubmit the AHA if it fails to effectively identify the work sequences, specific anticipated hazards, site conditions, equipment, materials, personnel and the control measures to be implemented.

AHAs must identify competent persons required for phases involving high risk activities, including confined entry, crane and rigging, excavations, trenching, electrical work, fall protection, and scaffolding.

1.8.1 AHA Management

Review the AHA list periodically (at least monthly) at the Contractor supervisory safety meeting, and update as necessary when procedures, scheduling, or hazards change. Use the AHA during daily inspections by the SSHO to ensure the implementation and effectiveness of the required safety and health controls for that work activity.

1.8.2 AHA Signature Log

Each employee performing work as part of an activity, task or DFOV must review the AHA for that work and sign a signature log specifically maintained for that AHA prior to starting work on that activity. The SSHO must maintain a signature log on site for every AHA. Provide employees whose primary language is other than English, with an interpreter to ensure a clear understanding of the AHA and its contents.

1.9 DISPLAY OF SAFETY INFORMATION

1.9.1 Safety Bulletin Board

Within one calendar day(s) after commencement of work, erect a safety bulletin board at the job site. Where size, duration, or logistics of project do not facilitate a bulletin board, an alternative method, acceptable to the Contracting Officer, that is accessible and includes all mandatory information for employee and visitor review, may be deemed as meeting the requirement for a bulletin board. Include and maintain information on safety bulletin board as required by EM 385-1-1, Section 01.A.07. Additional items required to be posted include:

- a. Confined space entry permit.
- b. Hot work permit.

1.9.2 Safety and Occupational Health (SOH) Deficiency Tracking System

Establish a SOH deficiency tracking system that lists and monitors the status of SOH deficiencies in chronological order. Use the tracking system to evaluate the effectiveness of the APP. A monthly evaluation of the data must be discussed in the QC or SOH meeting with everyone on the project. The list must be posted on the project bulletin board and updated daily, and provide the following information:

- a. Date deficiency identified;
- b. Description of deficiency;
- c. Name of person responsible for correcting deficiency;
- d. Projected resolution date;
- e. Date actually resolved.

1.10 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in paragraph REFERENCES. Maintain applicable equipment

manufacturer's manuals.

1.11 EMERGENCY MEDICAL TREATMENT

Contractors must arrange for their own emergency medical treatment in accordance with EM 385-1-1. Government has no responsibility to provide emergency medical treatment.

1.12 NOTIFICATIONS and REPORTS

1.12.1 Mishap Notification

Notify the Contracting Officer as soon as practical, but no more than twenty-four hours, after any mishaps, including recordable accidents, incidents, and near misses, as defined in EM 385-1-1 Appendix Q, any report of injury, illness, or any property damage. For LHE or rigging mishaps, notify the Contracting Officer as soon as practical but not more than 4 hours after mishap. The Contractor is responsible for obtaining appropriate medical and emergency assistance and for notifying fire, law enforcement, and regulatory agencies. Immediate reporting is required for electrical mishaps, to include Arc Flash; shock; uncontrolled release of hazardous energy (includes electrical and non-electrical); load handling equipment or rigging; fall from height (any level other than same surface); and underwater diving. These mishaps must be investigated in depth to identify all causes and to recommend hazard control measures.

Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (for example, type of construction equipment used and PPE used). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted. Assist and cooperate fully with the Government's investigation(s) of any mishap.

1.12.2 Accident Reports

- a. Conduct an accident investigation for recordable injuries and illnesses, property damage, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contracting Officer will provide copies of any required or special forms.
- b. Near Misses: Near miss reports are considered positive and proactive Contractor safety management actions.
- [c. Conduct an accident investigation for any load handling equipment accident (including rigging accidents) to establish the root cause(s) of the accident. Complete the LHE Accident Report (Crane and Rigging Accident Report) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Do not proceed with crane operations until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. The Contracting Officer will provide a blank copy of the accident report form.

1.12.3 LHE Inspection Reports

Submit LHE inspection reports required in accordance with EM 385-1-1 and as specified herein with Daily Reports of Inspections.

1.12.4 Certificate of Compliance and Pre-lift Plan/Checklist for LHE and Rigging

Provide a FORM 16-1 Certificate of Compliance for LHE entering an activity under this contract and in accordance with EM 385-1-1. Post certifications on the crane.

Develop a Standard Lift Plan (SLP) in accordance with EM 385-1-1, Section 16.H.03 using Form 16-2 Standard Pre-Lift Crane Plan/Checklist for each lift planned. Submit SLP to the Contracting Officer for approval within 15 calendar days in advance of planned lift.

1.13 CONFINED SPACE ENTRY REQUIREMENTS

Confined space entry must comply with Section 34 of EM 385-1-1, OSHA 29 CFR 1926, OSHA 29 CFR 1910, OSHA 29 CFR 1910.146, and OSHA Directive CPL 2.100. Any potential for a hazard in the confined space requires a permit system to be used.

1.13.1 Entry Procedures

Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. Comply with EM 385-1-1, Section 34 for entry procedures. Hazards pertaining to the space must be reviewed with each employee during review of the AHA.

1.13.2 Forced Air Ventilation

Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its action level.

1.13.3 Sewer Wet Wells

Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

1.13.4 Rescue Procedures and Coordination with Local Emergency Responders

Develop and implement an on-site rescue and recovery plan and procedures. The rescue plan must not rely on local emergency responders for rescue from a confined space.

1.14 SEVERE STORM PLAN

In the event of a severe storm warning, the Contractor must:

- a. Secure outside equipment and materials and place materials that could be damaged in protected areas.
- b. Check surrounding area, including roof, for loose material, equipment,

debris, and other objects that could be blown away or against existing facilities.

- c. Ensure that temporary erosion controls are adequate.

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 CONSTRUCTION AND OTHER WORK

Comply with EM 385-1-1, NFPA 70, NFPA 70E, NFPA 241, the APP, the AHA, Federal and State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

PPE is governed in all areas by the nature of the work the employee is performing. Use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks. Safety glasses must be worn or carried/available on each person. Mandatory PPE includes:

- a. Hard Hat
- b. Long Pants
- c. Appropriate Safety Shoes
- d. Appropriate Class Reflective Vests

3.1.1 Worksite Communication

Employees working alone in a remote location or away from other workers must be provided an effective means of emergency communications (i.e., cellular phone, two-way radios, land-line telephones or other acceptable means). The selected communication must be readily available (easily within the immediate reach) of the employee and must be tested prior to the start of work to verify that it effectively operates in the area/environment. An employee check-in/check-out communication procedure must be developed to ensure employee safety.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint, and hexavalent chromium, are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.

3.1.3 Unforeseen Hazardous Material

Contract documents identify materials such as PCB, lead paint, and friable and non-friable asbestos and other OSHA regulated chemicals (i.e. 29 CFR Part 1910.1000). If material(s) that may be hazardous to human health upon disturbance are encountered during construction operations, stop that portion of work and notify the Contracting Officer immediately. Within [14][_____] calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to FAR 52.243-4 Changes and FAR 52.236-2 Differing Site Conditions.

3.2 UTILITY OUTAGE REQUIREMENTS

Apply for utility outages at least 5 days in advance. At a minimum, the written request must include the location of the outage, utilities being affected, duration of outage, any necessary sketches, and a description of the means to fulfill energy isolation requirements in accordance with EM 385-1-1, Section 11.A.02 (Isolation). Some examples of energy isolation devices and procedures are highlighted in EM 385-1-1, Section 12.D. In accordance with EM 385-1-1, Section 12.A.01, where outages involve Government or Utility personnel, coordinate with the Government on all activities involving the control of hazardous energy.

These activities include, but are not limited to, a review of HECP and HEC procedures, as well as applicable Activity Hazard Analyses (AHAs). In accordance with EM 385-1-1, Section 11.A.02 and NFPA 70E, work on energized electrical circuits must not be performed without prior government authorization. Government permission is considered through the permit process and submission of a detailed AHA. Energized work permits are considered only when de-energizing introduces additional or increased hazard or when de-energizing is infeasible.

3.3 OUTAGE COORDINATION MEETING

After the utility outage request is approved and prior to beginning work on the utility system requiring shut-down, conduct a pre-outage coordination meeting in accordance with EM 385-1-1, Section 12.A. This meeting must include the Prime Contractor, the Prime and subcontractors performing the work, the Contracting Officer, and the Installation representative. All parties must fully coordinate HEC activities with one another. During the coordination meeting, all parties must discuss and coordinate on the scope of work, HEC procedures (specifically, the lock-out/tag-out procedures for worker and utility protection), the AHA, assurance of trade personnel qualifications, identification of competent persons, and compliance with HECP training in accordance with EM 385-1-1, Section 12.C. Clarify when personal protective equipment is required during switching operations, inspection, and verification.

3.4 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Provide and operate a Hazardous Energy Control Program (HECP) in accordance with EM 385-1-1 Section 12, 29 CFR 1910.333, 29 CFR 1915.89, ASSE/SAFE A10.44, NFPA 70E, and paragraph HAZARDOUS ENERGY CONTROL PROGRAM (HECP).

3.4.1 Safety Preparatory Inspection Coordination Meeting with the Government or Utility

For electrical distribution equipment that is to be operated by Government or Utility personnel, the Prime Contractor and the subcontractor performing the work must attend the safety preparatory inspection coordination meeting, which will also be attended by the Contracting Officer's Representative, and required by EM 385-1-1, Section 12.A.02. The meeting will occur immediately preceding the start of work and following the completion of the outage coordination meeting. Both the safety preparatory inspection coordination meeting and the outage coordination meeting must occur prior to conducting the outage and commencing with lockout/tagout procedures.

3.4.2 Lockout/Tagout Isolation

Where the Government or Utility performs equipment isolation and lockout/tagout, the Contractor must place their own locks and tags on each energy-isolating device and proceed in accordance with the HECF. Before any work begins, both the Contractor and the Government or Utility must perform energy isolation verification testing while wearing required PPE detailed in the Contractor's AHA and required by EM 385-1-1, Sections 05.I and 11.B. Install personal protective grounds, with tags, to eliminate the potential for induced voltage in accordance with EM 385-1-1, Section 12.E.06.

3.4.3 Lockout/Tagout Removal

Upon completion of work, conduct lockout/tagout removal procedure in accordance with the HECF. In accordance with EM 385-1-1, Section 12.E.08, each lock and tag must be removed from each energy isolating device by the authorized individual or systems operator who applied the device. Provide formal notification to the Government (by completing the Government form if provided by Contracting Officer's Representative), confirming that steps of de-energization and lockout/tagout removal procedure have been conducted and certified through inspection and verification. Government or Utility locks and tags used to support the Contractor's work will not be removed until the authorized Government employee receives the formal notification.

3.5 FALL PROTECTION PROGRAM

Establish a fall protection program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify roles and responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures in accordance with ASSE/SAFE Z359.2 and EM 385-1-1, Sections 21.A and 21.D.

3.5.1 Training

Institute a fall protection training program. As part of the Fall Protection Program, provide training for each employee who might be exposed to fall hazards. Provide training by a competent person for fall protection in accordance with EM 385-1-1, Section 21.C. Document training and practical application of the competent person in accordance with EM 385-1-1, Section 21.C.04 and ASSE/SAFE Z359.2 in the AHA.

3.5.2 Fall Protection Equipment and Systems

Enforce use of personal fall protection equipment and systems designated

(to include fall arrest, restraint, and positioning) for each specific work activity in the Site Specific Fall Protection and Prevention Plan and AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1, Section 21.

Provide personal fall protection equipment, systems, subsystems, and components that comply with EM 385-1-1 Section 21.I, 29 CFR 1926.500 Subpart M, ASSE/SAFE Z359.0, ASSE/SAFE Z359.1, ASSE/SAFE Z359.2, ASSE/SAFE Z359.3, ASSE/SAFE Z359.4, ASSE/SAFE Z359.6, ASSE/SAFE Z359.7, ASSE/SAFE Z359.11, ASSE/SAFE Z359.12, ASSE/SAFE Z359.13, ASSE/SAFE Z359.14, and ASSE/SAFE Z359.15.

3.5.2.1 Additional Personal Fall Protection

In addition to the required fall protection systems, other protection such as safety skiffs, personal floatation devices, and life rings, are required when working above or next to water in accordance with EM 385-1-1, Sections 21.0 through 21.0.06. Personal fall protection systems and equipment are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall protection systems are required when operating other equipment such as scissor lifts. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, travel, or while performing work.

3.5.2.2 Personal Fall Protection Harnesses

Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. The use of body belts is not acceptable. Harnesses must have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Snap hooks and carabiners must be self-closing and self-locking, capable of being opened only by at least two consecutive deliberate actions and have a minimum gate strength of 3,600 lbs in all directions. Use webbing, straps, and ropes made of synthetic fiber. The maximum free fall distance when using fall arrest equipment must not exceed 6 feet, unless the proper energy absorbing lanyard is used. Always take into consideration the total fall distance and any swinging of the worker (pendulum-like motion), that can occur during a fall, when attaching a person to a fall arrest system. All full body harnesses must be equipped with Suspension Trauma Preventers such as stirrups, relief steps, or similar in order to provide short-term relief from the effects of orthostatic intolerance in accordance with EM 385-1-1, Section 21.I.06.

3.5.3 Fall Protection for Roofing Work

Implement fall protection controls based on the type of roof being constructed and work being performed. Evaluate the roof area to be accessed for its structural integrity including weight-bearing capabilities for the projected loading.

a. Low Sloped Roofs:

- (1) For work within 6 feet of an edge, on a roof having a slope less than or equal to 4:12 (vertical to horizontal), protect personnel from falling by use of personal fall arrest/restraint systems, guardrails, or safety nets. A safety monitoring system is not

adequate fall protection and is not authorized. Provide in accordance with 29 CFR 1926.500.

(2) For work greater than 6 feet from an edge, erect and install warning lines in accordance with 29 CFR 1926.500 and EM 385-1-1, Section L.

b. Steep-Sloped Roofs: Work on a roof having a slope greater than 4:12 (vertical to horizontal) requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also applies to residential or housing type construction.

3.5.4 Horizontal Lifelines (HLL)

Provide HLL in accordance with EM 385-1-1, Section 21.I.08.d.2. Commercially manufactured horizontal lifelines (HLL) must be designed, installed, certified and used, under the supervision of a qualified person, for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500). The competent person for fall protection may (if deemed appropriate by the qualified person) supervise the assembly, disassembly, use and inspection of the HLL system under the direction of the qualified person. Locally manufactured HLLs are not acceptable unless they are custom designed for limited or site specific applications by a Registered Professional Engineer who is qualified in designing HLL systems.

3.5.5 Guardrails and Safety Nets

Design, install and use guardrails and safety nets in accordance with EM 385-1-1, Section 21.F.01 and 29 CFR 1926 Subpart M.

3.5.6 Rescue and Evacuation Plan and Procedures

When personal fall arrest systems are used, ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. Prepare a Rescue and Evacuation Plan and include a detailed discussion of the following: methods of rescue; methods of self-rescue or assisted-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. Include the Rescue and Evacuation Plan within the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP). The plan must comply with the requirements of EM 385-1-1, ASSE/SAFE Z359.2, and ASSE/SAFE Z359.4.

3.6 WORK PLATFORMS

3.6.1 Scaffolding

Provide employees with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Comply with the following requirements:

- a. Scaffold platforms greater than 20 feet in height must be accessed by use of a scaffold stair system.
- b. Ladders commonly provided by scaffold system manufacturers are

prohibited for accessing scaffold platforms greater than 20 feet maximum in height.

- c. An adequate gate is required.
- d. Employees performing scaffold erection and dismantling must be qualified.
- e. Scaffold must be capable of supporting at least four times the maximum intended load, and provide appropriate fall protection as delineated in the accepted fall protection and prevention plan.
- f. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward.
- g. Special care must be given to ensure scaffold systems are not overloaded.
- h. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material are prohibited. The first tie-in must be at the height equal to 4 times the width of the smallest dimension of the scaffold base.
- i. Scaffolding other than suspended types must bear on base plates upon wood mudsills (2 in x 10 in x 8 in minimum) or other adequate firm foundation.
- j. Scaffold or work platform erectors must have fall protection during the erection and dismantling of scaffolding or work platforms that are more than 6 feet.
- k. Delineate fall protection requirements when working above 6 feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

3.6.2 Elevated Aerial Work Platforms (AWPs)

Workers must be anchored to the basket or bucket in accordance with manufacturer's specifications and instructions (anchoring to the boom may only be used when allowed by the manufacturer and permitted by the CP). Lanyards used must be sufficiently short to prohibit worker from climbing out of basket. The climbing of rails is prohibited. Lanyards with built-in shock absorbers are acceptable. Self-retracting devices are not acceptable. Tying off to an adjacent pole or structure is not permitted unless a safe device for 100 percent tie-off is used for the transfer.

Use of AWPs must be operated, inspected, and maintained as specified in the operating manual for the equipment and delineated in the AHA. Operators of AWPs must be designated as qualified operators by the Prime Contractor. Maintain proof of qualifications on site for review and include in the AHA.

3.7 EQUIPMENT

3.7.1 Material Handling Equipment (MHE)

- a. Material handling equipment such as forklifts must not be modified with work platform attachments for supporting employees unless specifically

delineated in the manufacturer's printed operating instructions. Material handling equipment fitted with personnel work platform attachments are prohibited from traveling or positioning while personnel are working on the platform.

- b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions. Material Handling Equipment Operators must be trained in accordance with OSHA 29 CFR 1910, Subpart N.
- c. Operators of forklifts or power industrial trucks must be licensed in accordance with OSHA.

3.7.2 Load Handling Equipment (LHE)

The following requirements apply. In exception, these requirements do not apply to commercial truck mounted and articulating boom cranes used solely to deliver material and supplies (not prefabricated components, structural steel, or components of a systems-engineered metal building) where the lift consists of moving materials and supplies from a truck or trailer to the ground; to cranes installed on mechanics trucks that are used solely in the repair of shore-based equipment; to crane that enter the activity but are not used for lifting; nor to other machines not used to lift loads suspended by rigging equipment. However, LHE accidents occurring during such operations must be reported.

- a. Equip cranes and derricks as specified in EM 385-1-1, Section 16.
- b. Notify the Contracting Officer 15 working days in advance of any LHE entering the activity, in accordance with EM 385-1-1, Section 16.A.02, so that necessary quality assurance spot checks can be coordinated. Contractor's operator must remain with the crane during the spot check. Rigging gear must comply with OSHA, ASME B30.9 Standards[and host country] safety standards.
- c. Comply with the LHE manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.
- d. Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, ASME B30.8 for floating cranes and floating derricks, ASME B30.9 for slings, ASME B30.20 for below the hook lifting devices and ASME B30.26 for rigging hardware.
- e. When operating in the vicinity of overhead transmission lines, operators and riggers must be alert to this special hazard and follow the requirements of EM 385-1-1 Section 11, and ASME B30.5 or ASME B30.22 as applicable.
- f. Do not use crane suspended personnel work platforms (baskets) unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Do not lift personnel with a line hoist or friction crane. Additionally, submit a specific AHA for this work to the Contracting Officer. Ensure the activity and AHA are thoroughly reviewed by all involved personnel.

- g. Inspect, maintain, and recharge portable fire extinguishers as specified in [NFPA 10](#), Standard for Portable Fire Extinguishers.
- h. All employees must keep clear of loads about to be lifted and of suspended loads, except for employees required to handle the load.
- i. Use cribbing when performing lifts on outriggers.
- j. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
- k. A physical barricade must be positioned to prevent personnel access where accessible areas of the LHE's rotating superstructure poses a risk of striking, pinching or crushing personnel.
- l. Maintain inspection records in accordance by [EM 385-1-1](#), Section 16.D, including shift, monthly, and annual inspections, the signature of the person performing the inspection, and the serial number or other identifier of the LHE that was inspected. Records must be available for review by the Contracting Officer.
- m. Maintain written reports of operational and load testing in accordance with [EM 385-1-1](#), Section 16.F, listing the load test procedures used along with any repairs or alterations performed on the LHE. Reports must be available for review by the Contracting Officer.
- n. Certify that all LHE operators have been trained in proper use of all safety devices (e.g. anti-two block devices).
- o. Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. At wind speeds greater than [20 mph](#), the operator, rigger and lift supervisor must cease all crane operations, evaluate conditions and determine if the lift may proceed. Base the determination to proceed or not on wind calculations per the manufacturer and a reduction in LHE rated capacity if applicable. Include this maximum wind speed determination as part of the activity hazard analysis plan for that operation.

3.7.3 Machinery and Mechanized Equipment

- a. Proof of qualifications for operator must be kept on the project site for review.
- b. Manufacture specifications or owner's manual for the equipment must be on-site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE [EM 385-1-1](#). Incorporate such additional safety precautions or requirements into the AHAs.

3.7.4 Base Mounted Drum Hoists

- a. Operation of base mounted drum hoists must comply with [EM 385-1-1](#) and [ASSE/SAFE A10.22](#).
- b. [Rigging gear must comply with applicable ASME/OSHA standards](#)
- c. When used on telecommunication towers, base mounted drum hoists must comply with [TIA-1019](#), [TIA-222](#), [ASME B30.7](#), [29 CFR 1926.552](#), and

29 CFR 1926.553.

- d. When used to hoist personnel, the AHA must include a written standard operating procedure. Operators must have a physical examination in accordance with EM 385-1-1 Section 16.B.05 and trained, at a minimum, in accordance with EM 385-1-1 Section 16.U and 16.T. The base mounted drum hoist must also comply with OSHA Instruction CPL 02-01-056 and ASME B30.23.
- e. Material and personnel must not be hoisted simultaneously.
- f. Personnel cage must be marked with the capacity (in number of persons) and load limit in pounds.
- g. Construction equipment must not be used for hoisting material or personnel or with trolley/tag lines. Construction equipment may be used for towing and assisting with anchoring guy lines.

3.7.5 Use of Explosives

Explosives must not be used or brought to the project site without prior written approval from the Contracting Officer. Such approval does not relieve the Contractor of responsibility for injury to persons or for damage to property due to blasting operations.

Storage of explosives, when permitted on Government property, must be only where directed and in approved storage facilities. These facilities must be kept locked at all times except for inspection, delivery, and withdrawal of explosives.

3.8 EXCAVATIONS

Soil classification must be performed by a competent person in accordance with 29 CFR 1926 and EM 385-1-1.

3.8.1 Utility Locations

Provide a third party, independent, private utility locating company to positively identify underground utilities in the work area in addition to any station locating service and coordinated with the station utility department.

3.8.2 Utility Location Verification

Physically verify underground utility locations, including utility depth, by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within 3 feet of the underground system.

3.8.3 Utilities Within and Under Concrete, Bituminous Asphalt, and Other Impervious Surfaces

Utilities located within and under concrete slabs or pier structures, bridges, parking areas, and the like, are extremely difficult to identify. Whenever contract work involves chipping, saw cutting, or core drilling

through concrete, bituminous asphalt or other impervious surfaces, the existing utility location must be coordinated with station utility departments in addition to location and depth verification by a third party, independent, private locating company. The third party, independent, private locating company must locate utility depth by use of Ground Penetrating Radar (GPR), X-ray, bore scope, or ultrasound prior to the start of demolition and construction. Outages to isolate utility systems must be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the Contractor from meeting this requirement.

3.9 ELECTRICAL

Perform electrical work in accordance with [EM 385-1-1](#), Appendix A, Sections 11 and 12.

3.9.1 Conduct of Electrical Work

As delineated in [EM 385-1-1](#), electrical work is to be conducted in a de-energized state unless there is no alternative method for accomplishing the work. In those cases obtain an energized work permit from the Contracting Officer. The energized work permit application must be accompanied by the AHA and a summary of why the equipment/circuit needs to be worked energized. Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Attach temporary grounds in accordance with [ASTM F855](#) and [IEEE 1048](#). Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator is allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method.

When working in energized substations, only qualified electrical workers are permitted to enter. When work requires work near energized circuits as defined by [NFPA 70](#), high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves and electrical arc flash protection for personnel as required by [NFPA 70E](#). Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA. Ensure that each employee is familiar with and complies with these procedures and [29 CFR 1910.147](#).

3.9.2 Qualifications

Electrical work must be performed by QP personnel with verifiable credentials who are familiar with applicable code requirements. Verifiable credentials consist of State, National and Local Certifications or Licenses that a Master or Journeyman Electrician may hold, depending on work being performed, and must be identified in the appropriate AHA. Journeyman/Apprentice ratio must be in accordance with State, Local[and Host Nation] requirements applicable to where work is being performed.

3.9.3 Arc Flash

Conduct a hazard analysis/arc flash hazard analysis whenever work on or near energized parts greater than 50 volts is necessary, in accordance with

NFPA 70E.

All personnel entering the identified arc flash protection boundary must be QPs and properly trained in NFPA 70E requirements and procedures. Unless permitted by NFPA 70E, no Unqualified Person is permitted to approach nearer than the Limited Approach Boundary of energized conductors and circuit parts. Training must be administered by an electrically qualified source and documented.

3.9.4 Grounding

Ground electrical circuits, equipment and enclosures in accordance with NFPA 70 and IEEE C2 to provide a permanent, continuous and effective path to ground unless otherwise noted by EM 385-1-1.

Check grounding circuits to ensure that the circuit between the ground and a grounded power conductor has a resistance low enough to permit sufficient current flow to allow the fuse or circuit breaker to interrupt the current.

3.9.5 Testing

Temporary electrical distribution systems and devices must be inspected,

tested and found acceptable for Ground-Fault Circuit Interrupter (GFCI) protection, polarity, ground continuity, and ground resistance before initial use, before use after modification and at least monthly. Monthly inspections and tests must be maintained for each temporary electrical distribution system, and signed by the electrical CP or QP.

-- End of Section --

SECTION 01 33 00

SUBMITTAL PROCEDURES

05/11

PART 1 GENERAL

1.1 SUMMARY

The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

Units of weights and measures used on all submittals are to be the same as those used in the contract drawings.

Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

Submittals requiring Government approval are to be scheduled and made prior to the acquisition of the material or equipment covered thereby. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

A submittal register showing items of equipment and materials for when submittals are required by the specifications is provided as "Appendix A - Submittal Register".

1.2 DEFINITIONS

1.2.1 Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections. Submittals are identified by Submittal Description (SD) numbers and titles as follows:

SD-01 Preconstruction Submittals

Submittals which are required prior to or the start of the next major phase of the construction on a multi-phase contract, includes schedules, tabular list of data, or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

Certificates of insurance

Surety bonds

List of proposed Subcontractors

List of proposed product [substitutions](#)

Construction progress schedule

Submittal register

Breakdown and Schedule of Values

Health and safety plan

Environmental protection plan- General Permit(JCA) and Plan CES

[SD-02 Shop Drawings](#)

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

[SD-03 Product Data](#)

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

[SD-04 Samples](#)

Fabricated or unfabricated physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

[SD-05 Design Data](#)

Design calculations, mix designs, analyses or other data pertaining to a part of work.

[SD-06 Test Reports](#)

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. Unless specified in another section, testing must have been within three years of date of contract award for the project.

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports.

Daily logs and checklists.

Final acceptance test and operational test procedure.

SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or Subcontractor through Contractor. The document purpose is to further promote the orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

Text of posted operating instructions.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and (MSDS) concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and state the test results; and indicate whether the material, product, or system has passed or failed the test.

Factory test reports.

SD-10 Operation and Maintenance Data

Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.

This data is intended to be incorporated in an operations and maintenance manual or control system.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

Special requirements necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

1.2.2 Approving Authority

Office or designated person authorized to approve submittal.

1.2.3 Work

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce submittals, *except those SD-01 Pre-Construction Submittals noted above*, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.3 SUBMITTALS

Government (G) approval is required for *all* submittals.

SD-01 Preconstruction Submittals

Submittal Register

1.4 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.4.1 Designer of Record Approved (DA)

Designer of Record (DOR) approval is required for extensions of design, critical materials, any deviations from the solicitation, the accepted proposal, or the completed design, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, they are considered to be "shop drawings." Contractor to provide the Government with the number of copies designated hereinafter of all DOR approved submittals. The Government may review any or all Designer of Record approved submittals for

conformance to the Solicitation, Accepted Proposal and the completed design. The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal, as described below. Design submittals to be in accordance with Section 01 33 16 DESIGN AFTER AWARD. Generally, design submittals should be identified as SD-05 Design Data submittals.

1.4.2 Government Approved (G)

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, they are considered to be "shop drawings."

1.4.3 For Information Only

Submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.5 PREPARATION

1.5.1 Transmittal Form

Use the attached sample transmittal form in Appendix B ENG Form 4025-R for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. Properly complete this form by filling out all the heading blank spaces and identifying each item submitted. Exercise special care to ensure proper listing of the specification paragraph and sheet number of the contract drawings pertinent to the data submitted for each item.

1.5.2 Source Drawings for Shop Drawings

The entire set of Source Drawing files (DWG) will not be provided to the Contractor. Only those requested by the Contractor to prepare shop drawings may be provided. Request the specific Drawing Number only for the preparation of Shop Drawings. These drawings may only be provided after award.

1.5.2.1 Terms and Conditions

Data contained on these electronic files must not be used for any purpose other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse shall be at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor must make no claim and waives to the fullest extent permitted by law, any claim or cause of action of any nature against the Government, its agents or sub consultants that may arise out of or in connection with the use of these electronic files. The Contractor must, to the fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic Source Drawing files are not construction documents. Differences may exist between the Source Drawing files and the corresponding construction documents. The Government makes no representation regarding the accuracy or completeness of the electronic Source Drawing files, nor does it make representation to the compatibility of these files with the Contractor hardware or software. In the event that a conflict arises between the signed and sealed construction documents prepared by the Government and the furnished Source Drawing files, the signed and sealed construction documents govern. The Contractor is responsible for determining if any conflict exists. Use of these Source Drawing files does not relieve the Contractor of duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate the work of all contractors for the project. If the Contractor uses, duplicates or modifies these electronic Source Drawing files for use in producing construction data related to this contract, remove all previous indicia of ownership (seals, logos, signatures, initials and dates).

1.5.3 Electronic File Format

Provide submittals in electronic format, with the exception of material samples required for SD-04 Samples items. [In addition to the electronic submittal, provide (3) hard copies of the submittals. Compile the submittal file as a single, complete document, to include the Transmittal Form described within. Name the electronic submittal file specifically according to its contents, coordinate the file naming convention with the Contracting Officer. Electronic files must be of sufficient quality that all information is legible. Electronic format shall be in PDF, unless otherwise specified or directed by the Contracting Officer. Generate PDF files from original documents with bookmarks so that the text included in the PDF file is both searchable and can be copied. If documents are scanned, Optical Character Resolution (OCR) routines are required. Index and bookmark files exceeding 30 pages to allow efficient navigation of the file. When required, the electronic file must include a valid electronic signature, or scan of a signature.

Email electronic submittal documents fewer than 10MB to an email address as directed by the Contracting Officer. Provide electronic documents over 10MB on an optical disc, or through an electronic file sharing system such as the AMRDEC SAFE Web Application located at the following website:
<https://safe.amrdec.army.mil/safe/>.

Provide hard copies of submittals when requested by the Contracting Officer. Up to two (2) additional hard copies of any submittal may be requested at the discretion of the Contracting Officer, at no additional cost to the Government.

1.6 QUANTITY OF SUBMITTALS

1.6.1 Number of Copies of SD-02 Shop Drawings

Submit four (3) copies of submittals of shop drawings requiring review.

1.6.2 Number of Copies of SD-03 Product Data and SD-08 Manufacturer's Instructions

Submit in compliance with quantity requirements specified for shop drawings.

1.6.3 Number of Samples SD-04 Samples

- a. Submit one (1) sets of samples showing range of variation, of each required item. One approved sample or set of samples will be retained by approving authority and one will be returned to Contractor.
- b. Submit one sample panel or provide one sample installation where directed. Include components listed in technical section or as directed.
- c. Submit one sample installation, where directed.
- d. Submit one sample of non-solid materials.

1.6.4 Number of Copies SD-05 Design Data and SD-07 Certificates

Submit in compliance with quantity requirements specified for shop drawings.

1.6.5 Number of Copies SD-06 Test Reports and SD-09 Manufacturer's Field Reports

Submit in compliance with quantity and quality requirements specified for shop drawings other than field test results that will be submitted with QC reports.

1.6.6 Number of Copies of SD-10 Operation and Maintenance Data

Submit four (4) copies of O&M Data to the Contracting Officer for review and approval.

1.6.7 Number of Copies of SD-01 Preconstruction Submittals and SD-11 Closeout Submittals

Unless otherwise specified, two (2) sets of administrative submittals.

1.7 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.8 VARIATIONS

Variations from contract requirements require both Designer of Record (DOR) and Government approval pursuant to contract Clause FAR 52.236-21 and will be considered where advantageous to Government.

1.8.1 Considering Variations

Discussion with Contracting Officer prior to submission, after consulting with the DOR, will help ensure functional and quality requirements are met and minimize rejections and re-submittals. When contemplating a variation which results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).

Specifically point out variations from contract requirements in transmittal letters. Failure to point out deviations may result in the Government requiring rejection and removal of such work at no additional cost to the Government.

1.8.2 Proposing Variations

When proposing variation, deliver written request to the Contracting Officer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to Government, including the DOR's written analysis and approval. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

Check the column "variation" of ENG Form 4025 for submittals which include proposed deviations requested by the Contractor. Set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.8.3 Warranting that Variations are Compatible

When delivering a variation for approval, Contractor, including its Designer(s) of Record, warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

1.8.4 Review Schedule is Modified

In addition to normal submittal review period, a period of twenty (20) working days will be allowed for consideration by the Government of submittals with variations.

1.9 SUBMITTAL REGISTER

Prepare and maintain submittal register, as the work progresses. Do not change data which is output in columns (c), (d), (e), and (f) as delivered by Government; retain data which is output in columns (a), (g), (h), and (i) as approved. A submittal register showing items of equipment and materials for which submittals are required by the specifications is provided as an attachment. This list may not be all inclusive and additional submittals may be required. The Government will provide the initial submittal register in electronic format with the following fields completed, to the extent that will be required by the Government during subsequent usage.]

Column (c): Lists specification section in which submittal is required.

Column (d): Lists each submittal description (SD No. and type,

e.g. SD-02 Shop Drawings) required in each specification section.

Column (e): Lists one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.

Thereafter, the Contractor is to track all submittals by maintaining a complete list, including completion of all data columns, including dates on which submittals are received and returned by the Government.

1.9.1 Use of Submittal Register

Submit submittal register. Submit with QC plan and project schedule. Verify that all submittals required for project are listed and add missing submittals. Coordinate and complete the following fields on the register submitted with the QC plan and the project schedule:

- [Column (a) Activity Number: Activity number from the project schedule.
-] [Column (g) Contractor Submit Date: Scheduled date for approving authority to receive submittals.
-] [Column (h) Contractor Approval Date: Date Contractor needs approval of submittal.
-] [Column (i) Contractor Material: Date that Contractor needs material delivered to Contractor control.

1.9.2 Contractor Use of Submittal Register

Update the following fields[in the Government-furnished submittal register program or equivalent fields in program utilized by Contractor] with each submittal throughout contract.

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (j) Action Code (k): Date of action used to record Contractor's review when forwarding submittals to QC.

Column (l) List date of submittal transmission.

Column (q) List date approval received.

1.9.3 Approving Authority Use of Submittal Register

Update the following fields[in the Government-furnished submittal register program or equivalent fields in program utilized by Contractor].

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (l) List date of submittal receipt.

Column (m) through (p) List Date related to review actions.

Column (q) List date returned to Contractor.

1.9.4 Copies Delivered to the Government

Deliver one copy of submittal register updated by Contractor to Government with each invoice request.

1.10 SCHEDULING

Schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Include certifications to be submitted with the pertinent drawings at the same time. No delay damages or time extensions will be allowed for time lost in late submittals. An additional ten [10] calendar days will be allowed and shown on the register for review and approval of submittals for refrigeration and HVAC control systems.

- a. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential resubmittal of requirements.
- b. Submittals called for by the contract documents will be listed on the register. If a submittal is called for but does not pertain to the contract work, the Contractor is to include the submittal in the register and annotate it "N/A" with a brief explanation. Approval by the Contracting Officer does not relieve the Contractor of supplying submittals required by the contract documents but which have been omitted from the register or marked "N/A."
- c. Re-submit register and annotate monthly by the Contractor with actual submission and approval dates. When all items on the register have been fully approved, no further re-submittal is required.
- d. Carefully control procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.11 GOVERNMENT APPROVING AUTHORITY

When approving authority is Contracting Officer, the Government will:

- a. Note date on which submittal was received.
- b. Review submittals for approval within scheduling period specified and only for conformance with project design concepts and compliance with contract documents.
- c. Identify returned submittals with one of the actions defined in paragraph REVIEW NOTATIONS and with markings appropriate for action indicated.

Upon completion of review of submittals requiring Government approval, stamp and date submittals. Two [2] copies of the submittal will be retained by the Contracting Officer and two [2] copies of the submittal will be returned to the Contractor. If the Government performs a conformance review of other Designer of Record approved submittals, the submittals will be so identified and returned, as described above.

1.11.1 Review Notations

Contracting Officer review will be completed within ten [10] calendar days after date of submission. Submittals will be returned to the Contractor with the following notations:

- a. Submittals marked "approved" or "accepted" authorize the Contractor to proceed with the work covered.
- b. Submittals marked "approved as noted" "or approved, except as noted, resubmittal not required," authorize the Contractor to proceed with the work covered provided he takes no exception to the corrections.
- c. Submittals marked "not approved" or "disapproved," or "revise and resubmit," indicate noncompliance with the contract requirements or design concept, or that submittal is incomplete. Resubmit with appropriate changes. No work shall proceed for this item until resubmittal is approved.
- d. Submittals marked "not reviewed" will indicate submittal has been previously reviewed and approved, is not required, does not have evidence of being reviewed and approved by Contractor, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by Contractor or for being incomplete, with appropriate action, coordination, or change.

1.12 DISAPPROVED[OR REJECTED] SUBMITTALS

Contractor shall make corrections required by the Contracting Officer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications; notice as required under the Contract clause CHANGES, is to be given to the Contracting Officer. Contractor is responsible for the dimensions and design of connection details and construction of work. Failure to point out deviations may result in the Government requiring rejection and removal of such work at the Contractor's expense.

If changes are necessary to submittals, make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.13 APPROVED[/ACCEPTED] SUBMITTALS

The Contracting Officer's approval or acceptance of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing and other information are satisfactory.

Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist. As per requirements of this contract Contractor is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work.

After submittals have been approved or accepted by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will

be considered unless accompanied by an explanation of why a substitution is necessary.

1.14 APPROVED SAMPLES

Approval of a sample is only for the characteristics or use named in such approval and is not be construed to change or modify any contract requirements. Before submitting samples, the Contractor to assure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.

Match the approved samples for materials and equipment incorporated in the work. If requested, approved samples, including those which may be damaged in testing, will be returned to the Contractor, at his expense, upon completion of the contract. Samples not approved will also be returned to the Contractor at its expense, if so requested.

Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. Government reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.

Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for testing. Samples failing to meet contract requirements will automatically void previous approvals. Contractor to replace such materials or equipment to meet contract requirements.

Approval of the Contractor's samples by the Contracting Officer does not relieve the Contractor of his responsibilities under the contract.

1.15 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.16 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements is to be similar to the following:

CONTRACTOR

(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data and/or
attached sheets(s)

SIGNATURE: _____

TITLE: _____

DATE: _____

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

2.2

ENVIRONMENTAL POLICY



PUERTO RICO NATIONAL GUARD
THE ADJUTANT GENERAL OFFICE
552 BORINQUENEER STREET
FORT BUCHANAN, PR 00934

NGPR-Z

9 November 2020

MEMORANDUM FOR ALL PERSONNEL OF THE PUERTO RICO ARMY NATIONAL GUARD

SUBJECT: Environmental Policy Statement

1. The Puerto Rico Army National Guard is a versatile organization of educated, disciplined and well-trained Citizen Soldiers committed to accomplish those missions that are in the best interests of our Nation, State and community.
2. Personnel in this organization are subject to federal, state and local environmental laws and regulations. They must ensure they fully understand and conform to these laws and regulations.
3. The Puerto Rico Army National Guard is committed to protect and preserve our physical environment utilizing environmentally sound standards and practices.
4. Through the adoption of this Policy, the Puerto Rico Army National Guard will:
 - a. Support the military mission by identifying management actions required to protect and conserve natural and cultural resources and provide sustained use of the training lands.
 - b. Be an environmentally responsible neighbor in the communities where we operate, and act promptly and responsibly to correct incidents or conditions that endanger human health or the environment.
 - c. Comply with all applicable Federal, State and local environmental laws and regulations, and those other requirements to which we subscribe.
 - d. Consider environmental requirements and impacts early in our planning process as they relate to military training, equipment fielding and construction projects.
 - e. Clean-up any contaminated sites as quickly as resources permit.
 - f. Continually improve pollution reduction strategies through the application of innovative processes and technologies.

NGPR-Z
SUBJECT: ENVIRONMENTAL POLICY STATEMENT

5. Every employee, contractor and tenant of the Puerto Rico Army National Guard is expected to adhere to the provisions set forth in this policy. Managers at all levels are expected to oversee the implementation of this policy in their respective areas of responsibility.

6. Previous Policy Statement, 27 August 2019, is rescinded. A copy of this policy statement will be permanently posted on all bulletin boards.

7. Point of contact is 1LT David Santiago, PRARNG Environmental Manager, at (787) 421-8605, or email david.santiagohernandez.mil@mail.mil.



JOSE J. REYES
Major General (PR), PRNG
The Adjutant General

DISTRIBUTION:
A

2.3 CONDITIONS

2.3.1 General Conditions

2.3.1.1 Administrative

1. The proposal must include the payment of all applicable state and municipal taxes and patents as require by Law. The Contractor shall be paid taxes prior to start the works and will be required to present evidence of these payments.
2. Along the duration of contract, Contractor must comply with Federal Non-Discrimination policy and Drug-Free Workplace Policy.
3. Any waste generated as part of the contract must be disposed outside of PRARNG facilities and in accordance with applicable laws and regulations.
4. The Contractor is responsible for provide to PRARNG copy permits hauling vehicle that transport material generated as part of the proposed activities.
5. If applicable the Fuel Oil and Gas (F.O.G.) shall be no more than 25% of the equipment charges.
6. If applicable the Fringe Benefits shall be no more than 30% of the payroll.
7. If there is any component/element that may be indicated on one part of the Contract Documents and not on another part of the Contract Documents, the General Contractor is still fully responsible for procurement, installation, and testing of that component/element as part of his/her Contract with the Government at no additional cost to the Government. If there is a discrepancy or conflicting requirements either specified or shown on the documents, consider the most stringent requirement.
8. The Contractor should pay municipal taxes and fees applicable to the project not later than fifteen (15) calendar days after first partial payment is made by the PRARNG.
9. Working hours at the facility are from 7:30a.m. to 4:00p.m. Any activities to be developed off working hours must be coordinated with PRARNG and the execution will be pending approval from PRARNG and without additional charges.
10. Any person who as part of the activities of the contract will access the facilities on behalf of the Contractor should be have at all times a photo ID. Accepted identifications are passport driver s license or ID card issued by the Department of Transportation and Public Works (DTOP).
11. All the provide information as part of this acquisition process, including but not limited to: plans, statement of works, and photography, is for the exclusive use of this acquisition

process. Any reproduction and distribution of the material for other use is prohibit.

12. FAR 52.219-14 Limitations on Subcontracting only apply for contracts performed by Small Business Administration or 8(a) Bidders.
13. Portable Toilet Facilities: Contractor shall be responsible for providing sanitary services for its employee's throughout the duration of the activities of the contract. Toilets shall be regularly cleaned and emptied as required by Health regulations.
14. Award of Subcontracts for Portions of the Work,
 - Unless otherwise specified in the Contract Documents the Contractor, as soon as practicable after the signing of the Contract, shall furnish to the PRARNG's Representative in writing for his acceptance a list of the names of the main Suppliers and Subcontractors proposed for the principal portions of the Work.
 - The Contractor must be submit the Certification of Subcontractors and Suppliers provide by PRARNG. As part of this Certification of Subcontractors and Suppliers is required that the Contractor provide a copy of the Payment and Performance Bonds.
 - All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of PRARNG's Representative, PRARNG and Architect/Engineer, including required contract provisions applicable to Federal Agency funded projects.
15. The Contractor shall pay each Subcontractor for work performed in the Project in accordance with the terms and conditions stipulated in the contract executed by and between the Contractor and the Subcontractor.
16. The Contractor shall be considered as an independent contractor for all purposes under the Contract, and no persons engaged or contracted by the Contractor for the performance of Contractor's obligations shall be considered an employees or agents of the PRARNG.
17. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other such individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
18. The Contract Time (or Milestones) may only be changed

with a Change Order or by a Written Amendment.

19. Contractor's Fee: The Contractor's fee for overhead and profit for Work performed under a Change Order shall be determined as follows:
 - a mutually acceptable fixed fee; or
 - if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - the Contractor's fee shall be fifteen (15) percent;
 - the Contractor's fee shall be ten (10) percent;
20. PRARNG, PRARNG's Representative, Architect/Engineer, Architect/Engineer's Consultant, other representatives and personnel of PRARNG, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Said access shall be previously coordinated with Contractor.
21. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

2.3.1.2 Project Manager

1. Unless otherwise indicated in the Contract Documents, the Contractor shall employ a competent licensed and collegiate architect or engineer, as the Project Manager, and necessary assistants to direct the Work. These assistants shall be in attendance at the project site at all times during the prosecution of the Work. The Project Manager shall be satisfactory to the PRARNG or his representatives and shall not be changed except with the consent of the PRARNG, unless the Project Manager proves to be unsatisfactory to the Contractor (and Contractor gives PRARNG written notice of the specific reason for removal as Project Manager or ceases to be in Contractor's employ.
2. The Project Manager will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. The Contractor, prior to the start of the Project, will inform the PRARNG's Representative, if already assigned, or the PRARNG, if not assigned, the name, authority and responsibilities of the Project Manager and/or Superintendent.
3. All communications given or received from the Project Manager shall be binding on Contractor. All

communications related to the Contract directed to the Contractor and/or proceeding from the PRARNG, Architect/ Engineer, PRARNG's Representative and other representatives of the PRARNG shall be made thru the Project Manager.

2.3.1.3 Safety Requirements

1. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility and utilities services in site.
2. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site that was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work.
3. Unless otherwise provided in the Contract Documents the PRARNG, through PRARNG's Representative, shall have no authority over, nor responsibility for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or shall not be held responsible for any failure of Contractor to comply with Laws or Regulations applicable to the performance of the Work. PRARNG's Representative, or PRARNG, will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
4. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: all persons on the Site or who may be affected by the Work, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
5. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and

maintain all necessary safeguards for such safety and protection.

6. Contractor shall notify PRARNGs of adjacent property and of Underground Facilities and utility PRARNGs when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
7. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and PRARNG's Representative has issued a notice to PRARNG and Contractor of Final Acceptance of the Work (except as otherwise expressly provided in connection with Substantial Completion).
8. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. The safety representative at the Site may have other duties assigned to him.
9. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available at the site in accordance with laws or regulations.

2.3.1.4 Permits

1. Any other fees or charges related to permitting to be paid by the Contractor will be indicated in the special conditions.
2. The Contractor is responsible to obtain all permits and certifications of approval required in connection with this statement of works.
3. The Contractor is responsible to develop and submit a Work Plans for cleaning, removal and disposing of the contaminated material.

2.3.1.5 Insurances Required

The Contractor shall not commence work under the Purchase Order until he has obtained the insurances and policies specified in this section and has submitted to the PRARNG certificates of insurance (and other evidence requested by PRARNG) evidencing his compliance with the requirements in this Sections.

It will be the Contractor's responsibilities to submit the renewal of the insurances and policies of these expire during the term of the Purchase Order.

All insurances required herein shall be obtained from insurance and surety companies complying with the requirements of Puerto Rico's Insurance Commissioner.

If on the termination date of any of the policies, the Project is still under execution and the Contractor has not renewed the policies, the PRARNG can renew them and deduct the amount paid for the premium, and applicable costs from the next payment, only if Contractor does not remedy and provide timely evidence of coverage.

Unless otherwise indicated in the Purchase Order Documents, the Contractor shall, throughout the performance of Work under the Purchase Order, procure and maintain in effect, and require all Subcontractors and others performing any such Work to procure and maintain in effect, insurance of the types applicable and with limits no less than the minimum amounts specified above, or insure the activity of his Subcontractors in his own policy.

The Contractor within ten (10) calendar days from the delivered of the Purchase Order, the Contractor provide to PRARNG, the following:

1. Workmen's Compensation Insurance Policy

Workmen's Compensation Insurance Policy issued by

The Puerto Rico State Insurance Fund and all Social Insurances required by law.

The Contractor shall provide Worker's Compensation Insurance as required by the "Workers' Compensation Act of the Commonwealth of Puerto Rico". The Contractor shall furnish the PRARNG a certificate from the State Insurance Fund Corporation covered by the Workers' Compensation Act of the Commonwealth of Puerto Rico.

The Contractor shall also be responsible for compliance with said "Workers" Compensation Act" by all his subcontractors and agents.

2. General Liability

Contractor shall maintain the following liability insurance coverage, in an occurrence format, and other insurance as is appropriate for the Work being performed and will provide protection from claims set forth which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Purchase Order Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

The liability insurance limits shall not be less than:

General Aggregate Limit	\$1,000,000.00
Products/Completed	\$1,000,000.00
OperationsAggregate Limit	
Personal and Advertising Injury Limits	\$ 500,000.00
Each Occurrence Limit	\$ 500,000.00
Fire Damage Limit	\$ 50,000.00
Medical Expense Limit	\$ 50,000.00

3. Auto Liability

Automobile Liability coverage shall be written to protect the Contractor against all claims for bodily injuries to member of the public and damage to property of other arising from the use of motor vehicles, and shall cover operations on or the site of all motor vehicles, whether they are owned, non-owned or hired.

- a. Unless otherwise stated in the Purchase Order Documents, the liability limits shall not be less than:
- b. *Bodily Injury*: two hundred and fifty thousand dollars (\$250,000.00) each person and five hundred thousand dollars (\$500,000.00) each occurrence.
- c. *Property Damage*: one hundred thousand dollars (\$100,000.00) each occurrence or two hundred and fifty thousand dollars (\$250,000.00) combined single limit for bodily injuries and property damage liability.

The Contractor shall, throughout the performance of Work under the Purchase Order and until the Final Acceptance of the Project, maintain current, and in effect all the required insurance, except the Purchase Order Works Policy (Builder's Risk), which shall terminate on the date of the work completion.

4. Others

- Hold Harmless is required.
- Terrorism coverage is required.

2.3.1.6 Technical

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment.
2. Contractor shall assume full responsibility for any damage to any such land or area, or to the PRARNG or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work.
3. The Contractor is responsible for the removal of debris

during performance of the Work.

4. During the progress of the Work, Contractor shall keep the Site and other areas free from excessive accumulations of waste materials, rubbish, and other debris caused by his operations on the Site.
5. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
6. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Purchase Order Documents.
7. If the Contractor fails to clean up as indicated above, the PRARNG may do so and the cost thereof shall be charged to the Contractor.
8. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available at the Site in accordance with Laws or Regulations.
9. The Contractor is responsible to obtain all permits and certifications of approval required in connection with this statement of works.
10. During such time Contractor shall be responsible for the safety and protection of such Underground Facility and utilities services in site.
11. The Contractor is responsible to keep clean the site works at all times and the removal of debris during performance of the Work.
12. All materials and equipment acquired by the Contractor as part of the Purchase Order must meet with the Buy American Act.
13. The Contractor is responsible of the quality of the all materials and workmanship furnished in the services and is included in the bid price and no additional payment will be made by PRARNG.
14. The Contractor will be allowed to stored materials and equipment used in the project within the facility. It is the Contractor's responsibility to provide the storage, security materials, and equipment.
15. The Contractor will be responsible for submitting a "Site Safety and Health Plan" for approval by the staff of the PRARNG, according to the date scheduled. Mobilization to the site cannot be made until the plan

is approved.

16. Project limit fence shall be 4' silt fence and 3.5' HDPE Orange plastic mesh safety fence barrier, reinforced with 2" x 4" wood stakes.
17. The Contractor must within five (5) calendar days from delivered of the purchase order to provide to PRARNG the insurances, policies, and coverage required.
18. Davis Bacon Act apply for this project.

2.3.2 Federal General Clauses

The Proponent must submit the Federal General Clauses initiated by the authorized representative with their proposal. All costs associated and related with the Federal General Clauses will be part of the cost proposal. *See Attachment 1*

2.3.3 Cláusulas de Inclusión

The "Clausulas de Inclusion" will be part of contract or purchase order. *See Attachment 2*

2.3.4 Security and Protection Requirements

The Bidder, Team and all associated Subcontractor personnel must provide all information required for background checks to comply with the requirements for access to the facilities to be performed by the Provost Marshal Office, Director of Emergency Services or the Office of Security. The Proposing workforce must comply with all personal identity verification requirements (clause FAR 52.204- 9, Verification of personal identification of Contractor personnel) as directed by the Department of Defense, HQDA and / or local policy. In addition to the changes authorized by the change clauses of this Purchase Order, if the Force Protection Condition (FPCON) in any individual installation or insulation change, the Government may require changes in the Contractor's security issues or processes.

The photographs will be limited to the authorized work area with the prior approval of the PRARNG and only for information purposes for the development of the services described in this document. The Contractor must request permission from the PRARNG before taking the photographs and will be governed by the instructions offered for taking them. The use of drone to take is prohibited.

2.3.4.1 Anti-Terrorism/Force Protection

AT Level I training, all awarded Contractor's personnel, to include subcontractor personnel, requiring access PRARNG installations, facilities and controlled access areas shall complete AT Level I awareness training within fourteen (14) calendar days after Purchase Order start date or effective date of incorporation of this requirements into the Purchase Order, whichever is applicable. The awarded Bidder shall submit certificates of completion for each affected Contractor's personnel and subcontractor's personnel to the Contracting Officer Representative (COR) within seven (7) calendar days after completion of training by all personnel. AT Level I awareness training is available at the following website: <http://jko.jten.mil> The PRARNG can provide the instructions (2 hours) with previous coordination.

- Access and general protection/security policy and procedures. Awarded Bidder and all associated subcontractor's personnel shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Awarded Bidder workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identify Verification of Contractor Personnel) as directed by DoD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this Purchase Order, should the Force Protection Condition (FPCON) at any individual facilities or installation change, the Government may require changes in contractor security matters

or processes.

- Awarded Bidder and all associated sub-contractor's personnel shall comply with all standards and policies for all PRARNG installations and facilities to include access and local security policies and procedures (provided by government representative). This applies for contractors that do not require CAC but require access to a DoD facilities or installations.

2.3.4.2iWATCH

iWATCH training, Contractor's personnel, to include subcontractor personnel, requiring access PRARNG installations, facilities and controlled access areas shall complete iWATCH awareness training within fourteen (14) calendar days after Purchase Order start date or effective date of incorporation of this requirements into the Purchase Order, whichever is applicable. The Contractor shall submit certificates of completion for each affected Contractor's personnel and subcontractor's personnel to the Contracting Officer Representative (COR) within ten (10) calendar days after completion of training by all personnel. The PRARNG can provide training in face-to-face to personnel of Contractor and Subcontractor (1 hour) with previous coordination.

2.3.4.3TARP

Threat Awareness and Reporting Program (TARP) training, Contractor's personnel, to include subcontractor personnel, requiring access PRARNG installations, facilities and controlled access areas shall complete TARP awareness training within fourteen (14) calendar days after Purchase Order start date or effective date of incorporation of this requirements into the Purchase Order, whichever is applicable. The Contractor shall submit certificates of completion for each affected Contractor's personnel and subcontractor's personnel to the Contracting Officer Representative (COR) within ten (10) calendar days after completion of training by all personnel. The PRARNG can provide training in face-to-face to personnel of Contractor and Subcontractor (2 hours) with previous coordination.

Attachment 1

FEDERAL GENERAL CLAUSES

Contract Clauses Required in Purchases and Contracts with Federal Funds “Cláusulas Contractuales Requeridas en Compras y Contratos con Fondos Federales” (2 C.F.R. PART 200, Appendix II)

Any acquisition to be paid with partial or completely federal funds, must comply with all the terms and conditions included as part of this quote request. Any supplier interested in participating in this process, agrees to comply with each of the terms and conditions set forth herein. The Contractor certifies that is in compliance with the requirements established by state laws and regulations and federal regulations established in 2 CFR §200.

“Cualquier adquisición a ser pagada con fondos parciales o completamente federales, debe cumplir con todos los términos y condiciones incluidos como parte de esta solicitud de cotización. Cualquier proveedor interesado en participar en este proceso, se compromete a cumplir con cada uno de los términos y condiciones aquí establecidos. El Contratista certifica que cumplirá con los requisitos establecidos por las leyes y reglamentos estatales y los reglamentos federales establecidos en 2 CFR §200.”

1. **Record retention and access to records** The Contractor and the Agency shall afford any authorized representative of NGB, DoD or the Comptroller General of the United States access to and the right to examine all records, books, papers and documents that are parts of this contract. The Agency and the contractor agree to comply with the record retention and provide, as is required, all intact record for at least ten (10) years following closeout of the award.

“El Contratista y la Agencia otorgarán a cualquier representante autorizado de NGB, DoD o el Contralor General de los Estados Unidos acceso y el derecho de examinar todos los registros, libros y documentos que forman parte de este contrato. La Agencia y el contratista acuerdan cumplir con la retención de registros y proporcionar, si es necesario, todos los registros intactos durante al menos diez (10) años después del cierre de la adjudicación.”

2. **Clean Air Act, Water Pollution Control Act (APLICA A CONSTRUCCION DE \$150,000 O MÁS)** The Contractor and the Agency agrees to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act (42 U.S.C., Section 7401 t 7671 and 33 U.S.C. Section 1318) violations should be reported to NGB and Environmental Protection Agency (EPA).

“El Contratista y la Agencia acuerdan cumplir con todas las normas, órdenes o regulaciones aplicables emitidas de conformidad con la Ley de Aire Limpio y la Ley Federal de Control de la Contaminación del Agua (42 USC, Sección 7401 t 7671 y 33 USC Sección 1318), las violaciones deben informarse a NGB y Agencia de Protección Ambiental (EPA).”

3. **Use of US Flags Carriers** The Contractor agrees to use US Flag Air Carriers for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), and their intraoperative guideline by the Comptroller General of the United States.

“El Contratista acuerda utilizar US Flag Air Carriers para el transporte aéreo internacional de personas y propiedades en la medida en que dicho servicio esté disponible, de conformidad con la Ley de Prácticas Competitivas de la Feria Internacional de Transporte Aéreo de 1974 (49 USC 40118), y su directriz intraoperatoria por El Contralor General de los Estados Unidos.”

Iniciales _____



4. **Debarment and Suspension: EXECUTIVE ORDERS 12549 and 12689 (APLICA A CONSTRUCCION DE \$100,000 o más)** The Contractor agrees to comply with 2CFR Part 180 by certifying that neither it, subcontractor nor its principals or its affiliates are excluded or disqualified from the Excluded executed Parties List System (EPLS) or the System for Awards Management (SAM), at the current OMB website. This certification is a material representation of fact upon which the agency relies in entering this contract. The Contractor will include a provision requiring such compliance in its lower tier transactions. This verification shall be documented on the Contract File and shall be subject to audit (31 U.S.C. 1352). The Contractor and or bidder will provide the required certification as part of the bid and the contract.
“El Contratista acuerda cumplir con 2CFR Parte 180 al certificar que ni él, el subcontratista ni sus directores o sus afiliados están excluidos o descalificados en el Sistema de Lista de Partes (EPLS) excluidas o el Sistema de Gestión de Premios (SAM), en el sitio web actual de OMB. Esta certificación es una representación material de hecho en la cual la agencia se basa para firmar este contrato. El contratista incluirá una disposición que requiera dicho cumplimiento en sus transacciones de nivel inferior. Esta verificación se documentará en el archivo del contrato y estará sujeta a auditoría (31 U.S.C.1352). El Contratista y/o el oferente proporcionarán la certificación requerida como parte de la oferta y el contrato.”
5. **Byrd Anti-lobbying amendment (APLICA A CONSTRUCCION- DESDE EL BID, REQUIERE CERTIFICACION; APLICA \$100,000 o más)**. The Contractor certifies that each tier to the tier above will not and has not used Federal appropriated funds to pay any organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an officer of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other awards covered by federal actions. *“El Contratista certifica que cada nivel del nivel anterior no utilizará ni ha utilizado los fondos federales apropiados para pagar a ninguna organización por influir o intentar influir un funcionario o empleado de cualquier agencia, un miembro del Congreso o un funcionario del Congreso, o un empleado de un miembro del Congreso en relación con la obtención de cualquier contrato federal, subvención o cualquier otro premio cubierto por acciones federales.”*
6. **Buy American Act** The Contractor agrees to comply with the Buy American Act (41 U.S.C. 10a et seq.) giving preference to domestic end products and domestic construction material.
“El Contratista acepta cumplir con la Ley de Compras de Estados Unidos (41 U.S.C. 10a et seq.) Dando preferencia a los productos finales nacionales y al material de construcción nacional.”
7. **Central Contractor Registration** The parties agree to comply with the System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.
“Las partes acuerdan cumplir con el System for Award Management (SAM) y Data Universal Numbering Requirements (DUNS).”
8. **False or Fraudulent Statement of Claims** The Contractor acknowledges that 31 U.S.C. Chapter 38, applies to its actions pertaining to this contract. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract. The Contractor agrees to include the above language in each subcontract under this contract, modified only to identify the subcontractor that will be subject to these provisions.
“El Contratista reconoce que 31 U.S.C., Capítulo 38 se aplica a sus acciones relacionadas con este contrato. El Contratista certifica o afirma la veracidad y exactitud de cualquier declaración que haya hecho, haga, pueda hacer o haga que se haga en relación con este contrato. El Contratista acuerda incluir el lenguaje anterior en cada subcontrato bajo este contrato, modificado solo para identificar al subcontratista que estará sujeto a estas disposiciones.”

Iniciales _____



9. **Contract Work Hours and Safety Standards Act (APLICA A CONSTRUCCION DE \$100,000 o más)** The Contractor will comply with the contracts work hours and Safety Standard Act (40 USC Sections 3701-3708) as supplemented by the Department of Labor Regulations (29 CFR Part 5).
“El Contratista cumplirá con los contratos de horas de trabajo y la Ley de Normas de Seguridad (40 U.S.C. Secciones 3701-3708) según lo complementado por el Departamento de Regulaciones Laborales (29 CFR “Parte 5”).”
10. **Davis-Bacon Act (APLICA A CONSTRUCCION DE \$2,000 o más)** The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. & 3141-3148). That establishes the requirement for paying the local prevailing wages on public works projects for laborers and mechanics.
“El Contratista acepta cumplir con la Ley Davis-Bacon (40 U.S.C. y 3141-3148). Eso establece el requisito de pagar los salarios locales vigentes en proyectos de obras públicas para trabajadores y mecánicos.”
11. **Copeland Anti-kickback act 40 U.S.C. 3145. (APLICA A CONSTRUCCION DE \$2,000 o más y debe ir acompañada de la cláusula DAVIS BACON ACT)**. The Contractor or Sub-recipient will comply with the Copeland Anti-kickback Act (40 U.S.C. 3145). By this means the Contractor acknowledges and certify that will not induce any person employed in the construction, completion, or repair of any public work, to give up any part of the compensation to which he or she is otherwise entitled.
“El Contratista o el Sub-receptor cumplirán con la Ley contra el Soborno Copeland (40 U.S.C.3145). Por este medio, el Contratista reconoce y certifica que no inducirá a ninguna persona empleada en la construcción, finalización o reparación de ninguna obra pública a renunciar a ninguna parte de la compensación a la que tiene derecho de otra manera.”
12. **Energy Policy and Conservation Act** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act.
“El Contratista acepta cumplir con las normas y políticas obligatorias relacionadas con la eficiencia energética que figuran en el Plan Estatal de Conservación de Energía emitido de conformidad con la Ley Federal de Política y Conservación de Energía.”
13. **Seat Belt Use, Executive Order 13043.** In Accordance with the Executive Order No. 13043 the Contractor will enforce Seat Belt use policies and programs for its employees when operating agency cars, rented or personally owned vehicles.
“De acuerdo con la Orden Ejecutiva No. 13043, el Contratista hará cumplir el uso del cinturón de seguridad de las políticas y programas para sus empleados cuando operen automóviles de agencias, vehículos alquilados o de propiedad personal.”
14. **Compliance with Federal Law, Regulations and Executive Orders.** The Contractor will comply with all applicable federal laws, regulations and executive orders and National Guard policies, procedures and directives.
“El Contratista cumplirá con todas las leyes, regulaciones y órdenes ejecutivas federales aplicables y las políticas, procedimientos y directivas de la Guardia Nacional.”
15. **No Obligation by Federal Government:** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, contractor, or any other party pertaining to any matter resulting from this contract.
“El gobierno federal no es parte de este contrato y no está sujeto a ninguna obligación o responsabilidades con la Agencia, el contratista o cualquier otra parte relacionada con cualquier asunto resultante de este contrato.”

Iniciales _____



16. Privacy Act

The Contractor agrees to:

- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-
 - a. The systems of records; and
 - b. The design, development, or operation work that the contractor is to perform.
 - c. Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
- (2) Include this clause, including this paragraph,
- (3) in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is an employee of the agency.

"Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

"Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

"System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

"El Contratista acepta:

- (1) *Cumplir con la Ley de Privacidad de 1974 (la Ley) y las reglas y regulaciones de la agencia emitidas bajo la Ley en el diseño, desarrollo u operación de cualquier sistema de registros de individuos para cumplir una función de la agencia cuando el contrato identifica específicamente:*
 - a. *Los sistemas de registros; y*
 - b. *El trabajo de diseño, desarrollo u operación que el contratista debe realizar;*
 - c. *Incluir la notificación de la Ley de Privacidad contenida en este contrato en cada solicitud y subcontracto resultante y en cada subcontracto otorgado sin una solicitud, cuando la declaración de trabajo en el subcontracto propuesto requiera el rediseño, desarrollo u operación de un sistema de registros de individuos que está sujeto a la Ley; e*
- (2) *Incluir esta cláusula, incluido este párrafo,*
- (3) *en todos los subcontratos adjudicados en virtud de este contrato que requiera el diseño, desarrollo u operación de dicho sistema de registros.*

"En caso de violaciones de la Ley, se puede entablar una acción civil contra la agencia involucrada cuando la violación se refiere al diseño, desarrollo u operación de un sistema de registros de individuos para cumplir una función de la agencia, y se pueden imponer sanciones penales a los oficiales o empleados de la agencia cuando la violación se refiere a la operación de un sistema de registros de individuos para cumplir una función de la agencia. Para propósitos de la Ley, cuando el contrato es para la operación de un sistema de registros de individuos para cumplir una función de agencia, el Contratista se considera un empleado de la agencia."

Iniciales _____



"Operación de un sistema de registros", como se usa en esta cláusula, significa el desempeño de cualquiera de las actividades asociadas con el mantenimiento del sistema de registros, incluida la recopilación, uso y difusión de registros.

"Registro", como se usa en esta cláusula, significa cualquier elemento, recopilación o agrupación de información sobre un individuo que es mantenida por una agencia, que incluye, entre otros, educación, transacciones financieras, historial médico e historial criminal o laboral y que contiene el nombre de la persona, o el número de identificación, símbolo u otra identificación particular asignada a la persona, como una huella digital o una huella de voz o una fotografía.

"Sistema de registros de individuos", como se usa en esta cláusula, significa un grupo de registros bajo el control de cualquier agencia de la cual se recupera información por el nombre del individuo o por algún número de identificación, símbolo u otro identificador particular asignado al individuo."

17. **Procurement of Recovered Materials: (APLICA A CONTRATOS DE \$10,000 o más)** The Contractor agrees to provide a preference for products and services that conserve natural resources that protect the environment and maximizes energy establishing an affirmative program for procurement of recovered materials identified as EPA guidelines.

"El Contratista acuerda proporcionar una preferencia por los productos y servicios que conservan los recursos naturales que protegen el medio ambiente y maximiza la energía estableciendo un programa afirmativo para la adquisición de materiales recuperados identificados como pautas de la EPA."

18. **Equal Employment Opportunity (EEO)** The Contractor agrees to obey all laws and regulations regarding discrimination for reasons of race, color, gender, natural origin or social condition, sexual orientation, age, political or religious belief or any other discriminatory cause in the provision of services contained in this contract. It will also have the responsibility to avoid creating a hostile environment, free of all types of harassment, to include sexual harassment; having the responsibility of notifying the Executive Officer for State Affairs or the person designated by PRNG immediately of any situation that arises to this effect. Failure to comply in this regard will cause the contract to be terminated without further notice. According to Executive Order No. 11246, Amendment No. 11375, 41 CFR Part 60, Americans with Disabilities Act of 1990 (ADA) and 2 CFR Part 200.

"El Contratista acuerda obedecer todas las leyes y regulaciones con respecto a la discriminación por motivos de raza, color, género, origen natural o condición social, orientación sexual, edad, creencias políticas o religiosas o cualquier otra causa discriminatoria en la provisión de servicios contenidos en este contrato. También tendrá la responsabilidad de evitar crear un ambiente hostil, libre de todo tipo de acoso, para incluir el acoso sexual; tener la responsabilidad de notificar al Oficial Ejecutivo de Asuntos del Estado o la persona designada por PRNG de inmediato de cualquier situación que surja a este efecto. El incumplimiento a este respecto hará que el contrato se rescinda sin previo aviso. De acuerdo con la Orden Ejecutiva No. 11246, Enmienda No. 11375, 41 CFR Parte 60, estadounidenses con la Ley Americana de Discapacidades de 1990 (ADA) y 2 CFR Parte 200."

19. **Termination for Cause and Convenience** Any of the parties may rescind the contract at any moment, through written notification to the other party, with fifteen (15) days in advance to the date in which the contractual resolution shall be effective. However, the requirement of prior notification will not apply when probable cause for arrest is determined against the Contractor, for any State or Federal crime, and for any of the grounds established in the contract. PRNG will be able to immediately terminate the contract in the event of negligence, abandonment of duties or non- fulfillment of any of the contractual obligations. Non-fulfillment, among other things, will include the Contractor not providing services required by PRNG after having requested them in writing or by any other approved means of communications.

NO services are to be paid for that are in violation to this clause, since it is understood that any official that request and/or accepts services from another part that is in violation to this disposition, is doing so without any

Iniciales _____



appropriate legal authority.

“Cualquiera de las partes puede rescindir el contrato en cualquier momento, mediante notificación escrita a la otra parte, con quince (15) días de anticipación a la fecha en que la resolución contractual será efectiva. Sin embargo, el requisito de notificación previa no se aplicará cuando se determine la causa probable del arresto contra el Contratista, por cualquier delito del Estado o Federal y por cualquiera de los motivos establecidos en el contrato. PRNG podrá rescindir inmediatamente el contrato en caso de negligencia, causa probable de arresto contra el Contratista, por cualquier delito del Estado Federal y por cualquiera de los abandonos de funciones o incumplimiento de cualquiera de las obligaciones contractuales. El incumplimiento, entre otras cosas, incluirá que el Contratista no brinde los servicios requeridos por PRNG después de haberlos solicitado por escrito o por cualquier otro medio de comunicación aprobado.

NO se pagarán servicios que infrinjan esta cláusula, ya que se entiende que cualquier funcionario que solicite y/o acepte servicios de otra parte que infrinja esta disposición, lo hará sin ninguna autoridad legal adecuada.”

- 20. Contractual Legal Remedies Controversies and Pertinent Laws:** This contract will be governed by the laws of the Government of Puerto Rico and the United States of America. Should any disposition, cause or part of this contract be contested for any reason before a Court of Law and declared unconstitutional or null, such determination will not affect, undermine or invalidate the remaining dispositions or clauses of this contract, rather, in its effect will limit only to the disposition declared unconstitutional or null. Both parties accept that the San Juan Superior Court (First Instance) will be the court with pertinent jurisdiction to elucidate any judicial action originating from this contract.

“Este contrato se regirá por las leyes del Gobierno de Puerto Rico y los Estados Unidos de América. Si alguna disposición, causa o parte de este contrato se impugna por algún motivo ante un Tribunal de Justicia y se declara inconstitucional o nulo, dicha determinación no afectará, socavará ni invalidará las disposiciones o cláusulas restantes de este contrato, sino que, en su efecto, limitará solo a la disposición declarada inconstitucional o nula. Ambas partes aceptan que el Tribunal Superior de San Juan (Primera Instancia) será el tribunal con jurisdicción pertinente para dilucidar cualquier acción judicial que se origine en este contrato.”

- 21. Drug Free Work Place** The Contractor certifies that it will maintain a drug free working environment. It also certifies the publication and distribution of material related to the prohibition of controlled substances and the penalties that these are subject to and that prevention and detection of drug programs have been established. The Contractor will inform PRNG in case of a conviction for drugs in the workplace area and the disciplinary actions that will be taken against any employee convicted for criminal offenses related to the use and abuse of controlled substances according to the “Drug Free Workplace Act”.

“El Contratista certifica que mantendrá un ambiente de trabajo libre de drogas. También certifica la publicación y distribución de material relacionado con la prohibición de sustancias controladas y las sanciones a las que están sujetas y que se han establecido programas de prevención y detección de drogas. El Contratista informará a PRNG en caso de una condena por drogas en el área de trabajo y las medidas disciplinarias que se tomarán contra cualquier empleado condenado por delitos relacionados con el uso y abuso de sustancias controladas de acuerdo con la “Ley de Lugar de Trabajo Libre de Drogas”.

Included by Legal Office Judge Advocate (JAG)

- 22. Police Record Check** The Contractor agrees to submit to a background check prior to providing services to PRNG. The background check will be completed by PRNG and includes a criminal record check, verification against the national sex offenders register and any other verification that deem necessary in relationship with the services to be provided by the Contractor. The background checks must show no convictions or pending criminal charges that would render the Contractor to provide the services requested in the contract.

“El Contratista se compromete a someterse a una verificación de antecedentes antes de prestar servicios a PRNG. La verificación de antecedentes será realizada por la PRNG e incluye una verificación de antecedentes

Iniciales _____

penales, verificación contra el registro nacional de ofensores sexuales y cualquier otra verificación que se considere necesaria con relación a los servicios que brindará el Contratista. Las verificaciones de antecedentes deben mostrar no condenas o cargos penales pendientes que harían que el Contratista no pueda brindar los servicios solicitados en el Contrato”.

23. **Annual Threat Awareness and Reporting Program (TARP) Training** All Contractor's Employee will complete an annual Threat Awareness and Reporting Program (TARP) training provided by a Counterintelligence Agent, IAW (DoDD 5240.06 Counterintelligence Awareness and Reporting). The Contractor shall submit the certificates of completion of the training for each employee or a memorandum for record to the COR or Contracting Officer (if a COR is not assigned), within five (5) calendar days after completion of the training.
"Todos los Empleados del Contratista completaran una capacitación anual del Programa de Informes y Concientización sobre Amenazas (TARP) brindada por un Agente de Contrainteligencia, IAW "(DoDD 5240.06 Counterintelligence Awareness and Reporting). El Contratista deberá presentar los certificados de finalización de la capacitación para cada empleado o un memorando para su registro al COR o al Oficial de Contrataciones (si no se asigna un COR), dentro de los cinco (5) días calendario posteriores a la finalización de la capacitación."

**We certify that we will comply with the clauses and conditions established by the
aforementioned laws and regulations.**

***Certificamos que cumpliremos con las cláusulas y condiciones establecidas por las leyes y
reglamentos antes mencionados.***

Compañía

Nombre

Firma

Puesto que Ocupa

Fecha

Attachment 2

CLAUSULAS DE INCLUSION

**CLAUSULAS DE INCLUSION IMPERATIVA EN TODO CONTRATO
DE SERVICIOS PROFESIONALES O COMPRADOS EN EXCESO
DE \$10,000.00**

Cláusula de servicios interagenciales: Ambas partes contratantes reconocen y acceden a que los servicios contratados podrán ser brindados a cualquier entidad de la Rama Ejecutiva con la cual la entidad contratante realice un acuerdo interagencial o por disposición directa de la Secretaría de la Gobernación. Estos servicios se realizarán bajo los mismos términos y condiciones en cuanto a horas de trabajo y compensación consignados en este contrato. Para efectos de esta cláusula, el término “entidad de la Rama Ejecutiva” incluye a todas las agencias del Gobierno de Puerto Rico, así como a las instrumentalidades y corporaciones públicas y a la Oficina del Gobernador.

Cláusula de terminación: La Secretaría de la Gobernación tendrá la facultad de dar por terminado el presente contrato en cualquier momento.

Política de Revisión de Contratos de la Junta de Supervisión y Administración Financiera para Puerto Rico: Las Partes reconocen que el CONTRATISTA ha presentado la certificación titulada “Requisito de Certificación de Contratista” requerida de conformidad con la Política de Revisión de Contratos de la Junta de Supervisión y Administración Financiera para Puerto Rico, vigente a partir del 6 de noviembre de 2017 y según enmendada el 30 de octubre de 2020, firmada por el Director Ejecutivo del Contratista (u otro funcionario con una posición o autoridad equivalente para emitir tales certificaciones). Se incluye como anejo a este Contrato, copia firmada del “Requisito de Certificación del Contratista”.