

26 August, 2016

To: Prospective Offerors

Subject: Request for Proposals Number: SRS500-16-R-0002

Enclosed is a Request for proposal (RFP) to repair kitchens and bathrooms in three (3) U.S. Government-owned residential apartments. Work will be performed only when a specific apartment is unoccupied and upon issuance of the Notice to Proceed.

If you are interested in submitting a proposal on this project, read the instructions in Section L of the attached Request for Proposals (RFP).

If you intend to submit a proposal, you should thoroughly examine all documents contained in the contract solicitation package. The Embassy intends to conduct a site visit (see L.6, 52.236-27) and hold a pre-proposal conference. All prospective offerors who have received a solicitation package are invited to attend. The conference will be held at Rosinka real estate property with the address Angelovo village, Krasnogorsky district, Moscow region on August 25, 2016 at 11:00. Submit any questions you may have concerning the solicitation documents in writing by September 9, 2016. Responses will be sent in writing to all contractors on our list of interested parties.

The solicitation package will be published and available on the Embassy's website; the solicitation and awards will be subject to the laws and regulations of the United States of America and is being competed utilizing full and open competition procedures.

NOTE: Registration in the System for Award Management Registration (SAM) is a mandatory requirement in order to be considered for award. Offerors may obtain information on registration and annual confirmation requirements via the Internet at the help tab of <https://www.sam.gov>.

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" **no later than 17:00 on September 19, 2016** to the following address:

Attention: GSO/Contracting
Embassy of the United States of America
8 Bolshoy Devyatinsky Pereulok
Moscow 121099, Russian Federation

No proposal will be accepted after this time. Furthermore, no electronic proposals will be accepted.

Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

In order for a proposal to be considered, you must also complete and submit the following:

1. Section B and Attachment 4, Proposal Breakdown by Divisions;
2. Section K, Representations and Certifications;

3. Bar Chart illustrating sequence of work to be performed;
4. Additional information as required in Section L.

The contract will be a firm fixed price contract, with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor and materials that will be required to complete the project, and for pricing its proposal accordingly.

Please be advised that each offeror is responsible for furnishing complete information to its subcontractor and suppliers, such as details and quantities required by the drawings and specifications. Subcontractors and suppliers should not be referred to the Embassy or the Architect for determining the amount or quantities of materials required.

The construction completion time is one-hundred-and-eighty (180) calendar days, commencing on the eleventh day upon issuing the Notice to Proceed.

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Embassy reserves the right to establish a competitive range of one or more offerors and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

Please direct any questions regarding this solicitation to Myron V. Hirniak, Contracting Officer by letter or by telephone +7 (495) 728-5082 during regular business hours, or email: hirniakm@state.gov.

Sincerely,



Michael Dunkley
Contracting Officer

This is only a courtesy translation into the Russian language of the Solicitation's cover letter. In the event of any inconsistencies, FAR 52.225-14 applies.

Данная страница содержит перевод титульной страницы контракта на русский язык для облегчения понимания российскими компаниями. В случае расхождения текста и перевода действуют положения Федерального Кодекса Закупок США № 52.225-14.

От Посольства США в Москве
121099, Российская Федерация, г. Москва
Большой Девятинский пер., д. 8

Уважаемый потенциальный подрядчик!

ТЕМА: Приглашение к подаче конкурсных предложений номер SRS500-16-R-0002 по ремонту ванных и кухонных помещений в трех (3) жилых квартирах, принадлежащих Посольству США в Москве. Все работы будут производиться в квартирах, свободных от жильцов. Работа может быть начата после соответствующего уведомления (Notice to Proceed).

Если вас заинтересует данное предложение, внимательно ознакомьтесь с инструкциями, содержащимися в Разделе, а также с другими разделами L данного тендерного документа.

Для более полного понимания условий конкурса мы организуем встречу с подрядчиками, которая состоится 1 сентября 2016 г. на территории ЖК «Росинка» (см. раздел L-6) в 11:00. Все участники конкурса смогут принять в ней участие. Ваши вопросы просим задавать в письменном виде до 9 сентября 2016 г. Все вопросы будут разосланы всем участникам тендера.

Текст тендерного документа будет опубликован на английском языке, на сайте Посольства в Интернете (<http://moscow.usembassy.gov/bids.html>). Выбор подрядчика будет производиться на основании законов США при соблюдении всех условий свободного и бесплатного участия всех заинтересованных компаний.

ВАЖНОЕ ЗАМЕЧАНИЕ: победителю конкурса будет необходимо зарегистрироваться на сайте Правительства США по адресу: www.sam.gov.

Ваше предложение должно быть подано в запечатанном конверте с пометкой «Предложение прилагается» на имя Мирона Хирняка по адресу: 121099, Российская Федерация, г. Москва, Большой Девятинский пер., д. 8, Посольство США в Москве до **17:00 00 19 сентября 2016 года**. После этого срока предложения приниматься не будут. Предложения, направленные в электронном виде, рассматриваться не будут.

Чтобы ваше предложение было принято, вам необходимо, чтобы ваше предложение включало следующее:

Заполните форму SF-1442, указав название организации и подписав ее уполномоченным лицом компании. Также:

1. Раздел «В» и Приложение 4: цены и смета, включая стоимость материалов;
2. Раздел «К»: статистические данные о компании;
3. Таблица, показывающая последовательность работ;
4. Дополнительная информация из Раздела «L».

Цена контракта будет зафиксирована и не сможет изменяться в зависимости от стоимости материалов или труда работников, а также от колебания валют. Определение стоимости материалов и работ, как и цена предложения в целом, является прерогативой потенциального подрядчика.

В случае привлечения к работе субподрядчиков обязанность их информирования об условиях контракта и необходимых материалах возлагается на подрядную организацию.

Работа по контракту должна быть завершена в течение ста восьмидесяти (180) дней с момента выпуска Посольством уведомления (Notice to Proceed).

Посольство имеет право отклонить любое предложение или часть его. Кроме того, Посольство может провести переговоры с участниками или определить победителя на основании представленных первоначальных предложений.

Прошу направлять ваши вопросы по тендеру по телефону +7 (495) 728-5082 или на мою электронную почту hirniakm@state.gov.

С уважением,

Майкл Данкли
Уполномоченный по заключению договоров

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO. SRS500-16-R-0002	TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/26/2016	PAGE OF PAGES 1 of 91
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. PR 5550756		6. PROJECT NO.	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO		
U.S. Embassy Moscow 8 Bolshoy Devyatinsky per., Moscow 121099, Russian Federation			See Item 7		
9. FOR INFORMATION CALL: ➔		A. NAME Myron V. Hirniak		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 7 (495) 728-5082	
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):					
Section A - Price Section B - Scope of Work Section C - Packaging and Marking - RESERVED Section D - Inspection and Acceptance Section E - Deliveries or Performance Section F - Administration Data Section G - Special Requirements Section H - Clauses Section I - List of Attachments Section J - Quotation Information Section K - Evaluation Criteria Section L - Representations, Certifications, and other Statements of Offerors or Quoters Attachments: Attachment 1" SF-25, Performance and Guarantee Bond Attachment 2: SF-25A, Payment Bond Attachment 3: Sample Bank Letter of Guaranty Attachment 4: Breakdown of Price by Divisions of Specifications Attachment 5: Drawings Attachment 6: Specifications					
11. The Contractor shall begin performance within 10 calendar days and complete it within 180 calendar days. <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Section C)					
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS:					
A. Sealed offers in original and two (2) copies to perform the work required are due at the place specified in Item 7 by 17:00 local time September 19, 2016. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.					
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.					
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by referenced. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

STANDARD FORM 1442

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)				15. TELEPHONE NO. (Include area code)			
				16. REMITTANCE ADDRESS (Include only if different than Item 14)			
CODE		FACILITY CODE					
17. The Contractor shall begin performance within ten (10) calendar days and complete it within one-hundred-eighty (180) work days for all apartments after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is X mandatory, <input type="checkbox"/> negotiable. (See F-2.) (Insert any number equal to or greater than the minimum requirement stated in Item 13C. Failure to insert any number means the offeror accepts the minimum in Item 13C.							
A AMOUNTS							
18. The offeror agrees to furnish any required performance and payment bonds.							
19. ACKNOWLEDGMENT OF AMENDMENTS <i>The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each</i>							
A AMENDMENT NO.							
DATE							
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				20 B. SIGNATURE		20 C. OFFER DATE	
AWARD (To be completed by Government)							
21. ITEMS ACCEPTED:							
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA			
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (2 copies unless otherwise specified)		ITEM G.3		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			
26. ADMINISTERED BY GSO/Procurement office U.S. Embassy Moscow		CODE		27. PAYMENT WILL BE MADE BY Financial Management office U.S. Embassy Moscow			
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE							
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.				<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.			
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)				31.A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Myron V. Hirniak			
30B. SIGNATURE		30C. DATE		31B. UNITED STATES OF AMERICA		31C. AWARD DATE	

STANDARD FORM 1442 BACK

SECTION B - SUPPLIES OR SERVICES
AND PRICES/COSTS

B.1 CONTRACT PRICE

The Contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance, which shall be a direct reimbursement), and profit.

Renovation of three apartments, 3 bedrooms each:

- (1) Renovation of three-bedroom apartment "A" \$/RUB _____ (without VAT)
- (2) Renovation of three-bedroom apartment "B" \$/RUB _____ (without VAT)
- (3) Renovation of three-bedroom apartment "C" \$/RUB _____ (without VAT)

\$/RUB _____ Total Price (1+2+3) (without VAT)

VAT \$/RUB _____

B.2 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B.3 TYPE OF CONTRACT

This is a firm, fixed- price contract payable entirely in the currency indicated in the SF-1442. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

B.4 Two three-bedroom apartments ("A" and "B") have area of 150 sqm each and are identical; one three-bedroom apartment ("C") has area of 189 sqm and a sauna on the upper level. See Attachment 5 – Drawings.

SECTION C - DESCRIPTION/SPECIFICATIONS
STATEMENT OF WORK

C.1 CHARACTER AND SCOPE OF WORK

The Contractor shall furnish and install all materials required by this contract. The contract drawings are set forth in Section J as Attachment 5 and the Specifications are set forth in Section J as Attachment 6.

C.2 DRAWINGS

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C.3 GENERAL REQUIREMENTS

C.3.1 Description of Work

The U.S. Embassy Moscow requires the services of a qualified contractor to provide materials and labor for repairs to the kitchens and bathrooms in three (3) residential housing units at Embassy housing at Rosinka residential complex according to this SOW and provided drawings. The property is located in Moscow Region, Russian Federation with the following address: Angelovo village, Krasnogorsky district.

C.3.2 Summary of Work

The repairs shall consist of following works detailed in the drawings and specifications:

1. Provide product submittals that provide sufficient technical information on materials for review and approval by the COR for all materials prior to construction.
2. The repairs include the following general trades work:
 - a. Installing cabinets.
 - b. Carpentry work.
 - c. Ceramic tile work.
 - d. Plumbing work.
 - e. Electrical work.
 - f. Painting work.
 - g. Cleaning work.

The Contractor will provide the labor, materials, equipment, and other necessary items required for the accomplishment of the repairs.

C.3.3 WORKS COVERED BY CONTRACT DOCUMENTS

- (1) Execute the work in stages to minimize the “out of service” time for the housing units and to ensure the maximum number of fully finished units. Submit a detailed schedule showing stages of work on a calendar basis for each housing unit to the COR for approval prior to starting the work.
- (2) Provide protection to areas around the work site. Contractor is responsible to repair

- and or replace any facility or areas damaged or affected by the execution of the work.
- (3) Remove existing kitchen cabinets, sinks and counter tops.
 - (4) Provide new wood kitchen cabinets and artificial stone countertops and full height backsplash. Install new single stainless-steel sinks, new garbage disposals, new p-traps and faucets.
 - (5) Replace the kitchen floors with new floor tiles. Install vapor barrier and install new insulation in kitchen floor.
 - (6) Remove bathroom vanity, sink and all plumbing fixtures. The only item that remains is the bathroom tub, which cannot be removed. Remove old tiles, repair walls and floors and install new tiles.
 - (7) Provide new vanity, medicine cabinet and vanity lights in the bathrooms.
 - (8) All items and model numbers required for this contract are listed in Attachment #6. All plumbing supplies purchased by the Contractor shall be of U.S. standards.
 - (9) The Contractor shall purchase and provide to the Embassy spare cartridges (for cold and hot water) for bathroom sink faucets (See Attachment #6, Specifications, post## 4 and 5).
 - (10) Debris produced from the work shall be removed and disposed of on a daily basis. Contractor shall perform a cleanup of the construction site on a daily basis, including vacuuming the working area on a daily basis. Contractor shall dispose of all trash/debris in construction trash bags and deposit into one of the empty garages as directed by the COR. A trash container shall be provided by the Contractor when the garage is filled to a container volume. Debris disposal shall be done in compliance with the applicable local codes for industrial waste disposal.

C.3.4 WORK TO BE PERFORMED IN APARTMENTS "A" AND "B"

C.3.4.1 MASTER BATHROOM DEMOLITION WORK

- (1) Disconnect all water supplies on the toilet and the vanity sink.
- (2) Remove and dispose of the existing toilet.
- (3) Remove and dispose of the existing vanity sink. The Contractor shall take all measurements of the existing vanity to order the replacement.
- (4) Remove and dispose of the existing medicine cabinet and lighting above it. Ceiling light/fan will remain. The Contractor shall take all measurements of the existing medicine cabinet to order the replacement.
- (5) Remove and dispose of the existing ceramic floor tiles, marble thresholds, and wood cove base. Do NOT remove the floor sub base and bathtub.
- (6) Remove and dispose of the existing bath glass doors; the Contractor shall protect the remaining bathtubs from any damage.
- (7) Remove and dispose of the existing pop-up drain and overflow.
- (8) Remove and dispose of the existing first layer of the gypsum board around the bathtub.
- (9) The Contractor shall repair/replace all gypsum board wall areas that are opened to access piping or damaged during the project.
- (10) Remove and dispose of the existing built-in blower heater.
- (11) Remove, protect, and store the existing door for reinstallation.

C.3.4.2 MASTER BATHROOM CONSTRUCTION WORK

- (1) Purchase and install ceramic floor tile Marazzi Cita or equal, 20 x 20 cm color almond/beige. (See Attachment #6, Specifications, pos#15). Coordinate the finish elevations of the floor tile and the toilet flange. Purchase and install new marble threshold with the similar shape, design and dimensions as original. Coordinate the finish elevation of the floor tile and marble threshold between the ceramic floor tile and the wooden/carpeted flooring. Grout the tiles, the color must be approved by the COR.
- (2) Purchase and install new trim plate bathtub faucets with shower attachments (See Attachment #6, Specifications, pos ##7 and 8). Access to the back the bathtubs must be cut through the wall of the adjacent smaller upstairs bathroom. The Contractor shall repair all openings and damage to the walls.
- (3) Purchase and install bathtub pop-up drains (See Attachment #6, Specifications, pos #9 or equal).
- (4) Purchase and install the floor mounted toilets (See Attachment #6, Specifications, pos #1 or equal); 4 inch Wax O rings must be used for toilets installation.
- (5) Purchase and install toilet seats that fit the toilets. (See Attachment #6, Specifications, pos #2 or equal). The COR shall approve the toilets and seats before the Contractor purchases them.
- (6) Purchase and install medicine cabinets and vanity light (See Attachment #6, Specifications, pos #25, 27 or equal). The Design of the cabinets must be the similar as existing and shall be verified on site visit and approved by the COR before ordering.
- (7) Purchase and install vanity cabinets (See Attachment #6, Specifications, pos #23 or equal). The vanity design must be the similar as existing and shall be verified on site visit and approved by the COR before ordering.
- (8) Purchase and install vanity sinks (tops) (See Attachment #6, Specifications, pos #24 or equal). The COR shall approve the vanity sink design before ordering.
- (9) Purchase and install vanity sink faucets (See Attachment #6, Specifications, pos #3 or equal). The COR must approve the faucet design before ordering.
- (10) Purchase and install stainless steel P-traps on the vanity sink stainless steel drains (See Attachment #6, Specifications, pos #6 or equal).
- (11) Purchase and install a stainless steel drain for the vanity (See Attachment #6, Specifications, pos #3 or equal).
- (12) Replace existing vanity sink faucet valve with the Embassy furnished 5/8 inch male valve.
- (13) Install Embassy furnished toilet paper holders on the location as directed by the COR. The Contractor will install a wooden anchor block (minimum of 50 mm x 150 mm) between the wall studs at a height so the toilet paper holder is located at the center line (150 mm face) of the anchor block. The Contractor shall repair the wall after installing the anchor block.
- (14) Purchase and install wood cove base with the similar shape and dimensions as the original.
- (15) Install Embassy furnished bathtub glass doors.
- (16) Re-Install stored door.
- (17) Repair, putty, sand, prep surfaces then paint the gypsum board walls, cove base, door trims, door frame and door with the Embassy furnished latex paint color antique white. Two coats of paint must be applied.

- (18) Repair, putty, sand, prep surfaces then paint the gypsum board ceiling with Embassy furnished latex paint color ceiling white. Two coats of paint must be applied.
- (19) Caulk all joints around bathtub/toilet/vanity with the adhesive caulk as directed by a kit manufacturer. The type and color of caulk shall be approved by the COR before ordering.

C.3.4.3 SMALLER UPSTAIRS BATHROOM DEMOLITION WORK

- (1) Shut off water supply and disconnect toilet and vanity sink.
- (2) Remove and dispose of the existing toilet.
- (3) Remove and dispose of the existing vanity sink. The Contractor shall take all measurements of existing vanity to order the replacement.
- (4) Remove and dispose of the existing medicine cabinet and lighting above it. Ceiling light/fan will remain. The Contractor shall take all measurements of existing medicine cabinet to order the replacement
- (5) Remove and dispose of the existing shower stall including door and drain/p-trap.
- (6) Remove and dispose of the existing ceramic floor tiles, but do NOT remove the floor sub base.
- (7) Remove and dispose of the existing built-in blower heater.
- (8) Remove and dispose of the existing first layer of the gypsum board adjacent to the shower stall to facilitate the installation of the new shower stall.
- (9) Remove, protect, and store the existing door for reinstallation.
- (10) Remove and dispose existing dividing marble threshold between the floor ceramic tiles and wooden/carpet flooring.

C.3.4.4 SMALLER UPSTAIRS BATHROOM CONSTRUCTION WORK

- (1) Purchase and install ceramic floor tile. Coordinate the finish elevations of the floor tile and the toilet flange. Purchase and install ceramic floor tile Marazzi Cita 20 x 20 cm color almond/beige. (See Attachment #6, Specifications, pos #15 or equal) Coordinate the finish elevations of the floor tile and the toilet flange. Purchase and install new marble threshold with the similar shape, design and dimensions as original. Coordinate the finish elevation of the floor tile and marble threshold between the ceramic floor tile and the wooden/carpeted flooring. Grout the tiles, the color must be approved by the COR.
- (2) Purchase and install new trim plate bathtub faucets with shower attachments (See Attachment #6, Specifications, pos ##7,8 or equal). Access to the back of the bathtubs must be cut through the wall of the adjacent smaller upstairs bathroom. The Contractor shall repair all openings and damage to the walls.
- (3) Purchase and install a bathtub pop-up drain (See Attachment #6, Specifications, pos #9 or equal).
- (4) Purchase and install the floor mounted toilet (See Attachment #6, Specifications, pos #1 or equal). A 4 inch Wax O ring must be used for the toilet installation.
- (5) Purchase and install the toilet seat (See Attachment #6, Specifications, pos #2 or equal). The COR must approve the toilet seat before ordering

- (6) Purchase and install a medicine cabinet and vanity light (See Attachment #6, Specifications, pos #25, 26 or equal). The Cabinet design must be the similar as existing and approved by the COR before ordering.
- (7) Purchase and install a stainless steel pop-up drain in the vanity sink (See Attachment #6, Specifications, pos #3 or equal).
- (8) Purchase and install a vanity cabinet (See Attachment #6, Specifications, pos #23 or equal). Design must be the similar as existing and shall be approved by the COR before ordering.
- (9) Purchase and install a vanity sink (top) (See Attachment #6, Specifications, pos #24 or equal).
- (10) Purchase and install a vanity sink faucet set (See Attachment #6, Specifications, pos #3 or equal).
- (11) Purchase and install a vanity sink stainless steel drain (See Attachment #6, Specifications, pos #3 or equal).
- (12) Purchase and install a stainless steel P-trap on the vanity sink (See Attachment #6, Specifications, pos #6 or equal).
- (13) Replace existing vanity sink faucet valve with Embassy furnished 5/8 inch male valve.
- (14) Purchase and install wood cove base with the similar dimensions as the original.
- (15) Install Embassy furnished bathtub glass doors.
- (16) Install Embassy furnished toilet paper holders on the location as directed by the COR. The Contractor shall install a wooden anchor block (minimum of 50 mm x 150 mm) between the wall studs at a height so the toilet paper holder is located at the center line (150 mm face) of the anchor block. The Contractor shall repair the wall after installing the anchor block.
- (17) Repair, putty, sand, prep surface then paint all gypsum board walls, cove base, door trims, door frame and door with the Embassy furnished latex paint - color antique white. Two coats of paint must be applied for complete coverage.
- (18) Repair, putty, sand, prep surface then paint all gypsum board ceiling with the Embassy furnished latex paint color ceiling white. Two coats of paint must be applied.
- (19) Caulk all joints around shower/toilet/vanity with the adhesive caulk as directed by a kit manufacturer. The type and color of caulk shall be approved by the COR before ordering.
- (20) Re-install the stored door.

C.3.4.5 DOWNSTAIRS BATHROOM DEMOLITION WORK

- (1) Shut off water supply and disconnect a toilet and a vanity sink.
- (2) Remove the existing toilet.
- (3) Remove and dispose of the existing vanity sink. The Contractor shall take all measurements of existing vanity to order the replacement.
- (4) Remove and dispose of the existing mirror and lighting above it. The ceiling light/fan shall remain. The Contractor shall take all measurements of the existing mirror to order the replacement.
- (5) Remove and dispose of the existing ceramic floor tiles but do NOT remove the floor sub-base.
- (6) Remove and dispose of the existing baseboard heater.

- (7) Remove and dispose of the existing door, protect from damage, and store for the reinstallation.
- (8) Remove and dispose of the existing marble threshold between the floor ceramic tile and wooden/carpet flooring.

C.3.4.6 DOWNSTAIRS BATHROOM CONSTRUCTION WORK

- (1) Purchase and install a ceramic floor tile. Coordinate the finish elevation of the floor tile and the toilet flange. Purchase and install ceramic floor tile Marazzi Cita 20 x 20 cm color almond/beige (See Attachment #6, Specifications, pos #15 or equal). Coordinate the finish elevations of the floor tile and the toilet flange. Purchase and install new marble threshold with the similar shape, design and dimensions as original. Coordinate the finish elevation of the floor tile and marble threshold between the ceramic floor tile and the wooden/carpeted flooring. Grout the tile, the color must be approved by the COR.
- (2) Purchase and install a floor mounted toilet (See Attachment #6, Specifications, pos #1 or equal). A 4inch Wax O ring must be used for toilet installations.
- (3) Purchase and install a toilet seat (See Attachment #6, Specifications, pos #2 or equal). The toilet seat shall be approved by the COR before ordering.
- (4) Purchase and install a medicine cabinet and vanity light (See Attachment #6, Specifications, pos #25, 26 or equal). The cabinet design must be the similar as existing and approved by the COR before ordering.
- (5) Purchase and install a vanity cabinet (See Attachment #6, Specifications, pos #23 or equal). The cabinet design must be the similar as existing and approved by the COR before ordering.
- (6) Purchase and install a vanity sink (top) (See Attachment #6, Specifications, pos #24 or equal).
- (7) Purchase and install vanity sink faucets (See Attachment #6, Specifications, pos #3 or equal).
- (8) Purchase and install a vanity sink stainless steel pop-up drain (See Attachment #6, Specifications, pos #3 or equal).
- (9) Purchase and install a stainless steel P-trap on the vanity sink drain (See Attachment #6, Specifications, pos #6 or equal).
- (10) Replace existing vanity sink faucet valves with the Embassy furnished 5/8 inch male valves.
- (11) Purchase and install wood cove base with the similar dimensions as original.
- (12) Install an Embassy furnished toilet paper holder on the location as directed by the COR. The Contractor will install a wooden anchor block (minimum of 50 mm x 150 mm) between the wall studs at a height so the toilet paper holder is located at the center line (150 mm face) of the anchor block. The Contractor shall repair the wall after installing the anchor block.
- (13) Re-Install the stored door.
- (14) Repair, putty, sand, prep surface then paint the gypsum board walls, cove base, door trims, door frame and door with the Embassy furnished latex paint - color antique white. Two coats of paint must be applied for complete coverage.
- (15) Purchase and install wall mounted heaters with thermostat: NOBO C2F 02, 250 watt, 475 x 200 x 55mm, color white. (See Attachment #6, Specifications, pos #21 or equal). The Contractor will install a wooden anchor block

(minimum of 50 mm x 150 mm) between the wall studs at a height so the heater is located at the center line (150 mm face) of the anchor block. The Contractor will repair the wall after installing the anchor block.

- (16) Relocate the existing wall outlet including mount box 2"x4" to allow vanity doors/drawers open.
- (17) Repair, putty, sand, prep surface then paint the gypsum board ceilings with the Embassy furnished latex paint - color ceiling white. Two coats of paint must be applied for complete coverage.
- (18) Caulk all joints around toilet/vanity with the adhesive caulk as directed by a kit manufacturer. The type and color of caulk shall be approved by the COR before ordering.

C.3.4.7 KITCHEN DEMOLITION WORK

- (1) Shut off water supply and disconnect all plumbing fixtures.
- (2) Remove and dispose of the existing kitchen cabinets, countertops and backsplash.
- (3) Remove and dispose of the existing ceramic floor tiles.
- (4) Remove and dispose of the existing baseboard heater.
- (5) Remove and dispose of two layers of the existing OSB floor board.
- (6) Remove and dispose of the existing mineral insulation from between the floor joists.
- (7) Remove the existing marble threshold between the floor ceramic tile and wooden/carpet flooring.

C.3.4.8 KITCHEN CONSTRUCTION AND REPAIR WORKS

- (1) All openings in the floor joists and around them shall be fitted with Fire Stop Material to avoid mice intruding thru floor joists.
- (2) Install a vapor barrier into floor opening to protect all floor elements for the whole kitchen floor area (10,5 m²)
- (3) Purchase and install mineral insulation with the layer no less than 15 cm. thick. The whole kitchen floor (10,5 m²) must be insulated.
- (4) Purchase and install a moisture barrier over the whole floor to provide a barrier between the insulation and the OSB board.
- (5) Purchase and install two layers of OSB board, ¾ inch thick on the whole kitchen floor area (10,5 m²)
- (6) Purchase and install ceramic floor tile EDIMAX Instone color Bone (See Attachment #6, Specifications, pos #16 or equal) and new marble threshold for the kitchens. Coordinate the finish elevation of the floor tile and marble threshold between the ceramic floor tile and the wooden/carpeted flooring. Grout the tiles, color must be approved by the COR.
- (7) Purchase and install kitchen cabinets (See Attachment #6, Specifications, pos #18 or equal) and countertop/full height backsplash (See Attachment #6, Specifications, pos #19 equal to CORIAN color Aurora. The cabinet design must match the proposed design. The Contractor shall provide samples for approval by the COR before ordering.
- (8) Relocate all required outlets so they are not covered by new kitchen cabinets and install additional by refrigerator outlet and wall mounted heater. Location of new outlets must be approved by the COR.

- (9) Purchase and install new kitchen sinks to match existing (See Attachment #6, Specifications, pos #11 or equal). The Contractor shall provide a sample for approval by the COR before ordering.
- (10) Purchase and install kitchen sink faucets (See Attachment #6, Specifications, pos #12 or equal). The Type of water supply connection must match existing. The Contractor shall provide a sample for approval by the COR before ordering.
- (11) Purchase and install garbage disposal units, Model ISE Evolution 100 InSinkErator (See Attachment #6, Specifications, pos #13 or equal).
- (12) Purchase and install filtered water dispenser (See Attachment #6, Specifications, pos #14 or equal).
- (13) Repair, putty, sand, prep surface then paint the gypsum board walls, cove base, door trims, door frame and door with Embassy furnished latex paint - color antique white. Two coats of paint must be applied for complete coverage.
- (14) Repair, putty, sand, prep surface then paint the gypsum board ceiling with the Embassy furnished latex paint - color ceiling white. Two coats of paint must be applied for complete coverage.
- (15) Purchase and install a wall mounted heater with thermostat (See Attachment #6, Specifications, pos #20 or equal): NOBO C2F10, 1kWt, 1375 x 200 x 55 mm., color white. The Contractor will install a wooden anchor block (minimum of 50 mm x 150 mm) between the wall studs at a height so the heater is located at the center line (150 mm face) of the anchor block. The Contractor will repair the wall after installing the anchor block.

C.3.4.9 ENTRANCE HALLWAY DEMOLITION WORK

- (1) Remove and dispose of the existing ceramic floor tiles.
- (2) Remove and dispose of the existing baseboard heater.
- (3) Remove and dispose of two layers of existing OSB floor board.
- (4) Remove and dispose of the existing mineral insulation from between the floor joists.

C.3.4.10 ENTRY HALLWAY CONSTRUCTION AND REPAIR WORKS

- (1) All openings in the floor joists and around them shall be fitted with Fire Stop Material to avoid mice intruding thru floor joists.
- (2) Install a vapor barrier into floor opening to protect all floor elements on all entry hallway floor area.
- (3) Purchase and install mineral insulation with the layer no less than 15 cm. thick. All entry hallway floor area must be insulated.
- (4) Purchase and install two layers of OSB board, 3/4" thick on all entry hallway floor area.
- (5) Purchase and install ceramic floor tile EDIMAX Instone color Bone (See Attachment #6, Specifications, pos #17 or equal). Coordinate the finish elevation of the floor tile and aluminum threshold between the ceramic floor tile and entry porch. Grout the tiles, the color must be approved by the COR.
- (6) Repair, putty, sand, prep surface then paint the gypsum board walls, cove base, door trims, door frame and door with the Embassy furnished latex paint - color antique white. Two coats of paint must be applied.

- (7) Repair, putty, sand, prep surface then paint the gypsum board ceilings with the Embassy furnished latex paint - color ceiling white. Two coats of paint must be applied.
- (8) Purchase and install a wall mounted heater with built-in thermostat (See Attachment #6, Specifications, pos #22 or equal), NOBO C2F 04, 400 watt, 675 x 200 x 55mm, color white. The Contractor will install a wooden anchor block (minimum of 50 mm x 150 mm) between the wall studs at a height so the heater is located at the center line (150 mm face) of the anchor block. The Contractor will repair the wall after installing the anchor block

C.3.5 WORK TO BE PERFORMED IN APARTMENT “C”

C.3.5.1 MASTER BATHROOM DEMOLITION WORK

- (1) Disconnect all water supplies on the toilet and the vanity sinks.
- (2) Remove and dispose of the existing toilet.
- (3) Remove and dispose of the existing vanity sinks. The Contractor shall take all measurements of the existing vanity to order the replacement.
- (4) Remove and dispose of the existing medicine cabinets and lighting above it. Ceiling light/fan will remain. The Contractor shall take all measurements of the existing medicine cabinet to order the replacement.
- (5) Remove and dispose of the existing ceramic floor tiles, marble thresholds, and wood cove base. Do NOT remove the floor sub base and bathtub.
- (6) Remove and dispose of the existing shower stall including the door and drain/p-trap.
- (7) Remove and dispose of the existing bath glass doors; the Contractor shall protect the remaining bathtubs from any damage.
- (8) Remove and dispose of the existing pop-up drain and overflow.
- (9) Remove and dispose of the existing first layer of the gypsum board around the bathtub.
- (10) The Contractor shall repair/replace all gypsum board wall areas that are opened to access piping or damaged during the project.
- (11) Remove and dispose of the existing built-in blower heater.
- (12) Remove, protect, and store the existing door for the reinstallation.
- (13) Remove and dispose of the existing marble threshold between the floor ceramic tile and wooden/carpet flooring.

C.3.5.2 MASTER BATHROOM CONSTRUCTION WORK

- (1) Purchase and install ceramic floor tile Marazzi Cita 20 x 20 cm color almond/beige (See Attachment #6, Specifications, pos #15 or equal). Coordinate the finish elevations of the floor tile and the toilet flange. Purchase and install a new marble threshold with the similar shape, design and dimensions as original. Coordinate the finish elevation of the floor tile and marble threshold between the ceramic floor tile and the wooden/carpeted flooring. Grout the tiles, color must be approved by the COR.
- (2) Purchase and install a new trim plate bathtub and shower faucets with shower attachments (See Attachment #6, Specifications, pos ##7,8 or equal). Access to the back the bathtub/shower must be cut through the adjacent gypsum wall. The Contractor shall repair all openings and damage to the walls.

- (3) Purchase and install a shower drain (See Attachment #6, Specifications, pos #10 or equal)
- (4) Purchase and install bathtub pop-up drains (See Attachment #6, Specifications, pos #9 or equal).
- (5) Purchase and install a floor mounted toilet (See Attachment #6, Specifications, pos #1 or equal); 4 inch Wax O rings must be used for the toilet installation.
- (6) Purchase and install a toilet seat that fit the toilet (See Attachment #6, Specifications, pos #2 or equal). The COR shall approve the toilet seats before the Contractor purchases them.
- (7) Purchase and install medicine cabinets and vanity lights (See Attachment #6, Specifications, pos #25, 27 or equal). The design of the cabinets must be the similar as existing and shall be verified on site visit and approved by the COR before ordering.
- (8) Purchase and install vanity cabinets (See Attachment #6, Specifications, pos #23 or equal). The vanity design must be the similar as existing and shall be verified on site visit and approved by the COR before ordering.
- (9) Purchase and install vanity sinks (top) (See Attachment #6, Specifications, pos #24 or equal). The COR shall approve the sink design before ordering.
- (10) Purchase and install vanity sink faucets (See Attachment #6, Specifications, pos #3 or equal) The COR shall approve the faucet design before ordering.
- (11) Purchase and install stainless steel P-traps on the vanity sink stainless steel drains.
- (12) Purchase and install a stainless steel drain for the vanity (See Attachment #6, Specifications, pos #3 or equal).
- (13) Replace the existing vanity sink faucet valve with the Embassy furnished 5/8 inch male valve.
- (14) Install the Embassy furnished toilet paper holder on the location as directed by the COR. The Contractor will install a wooden anchor block (minimum of 50 mm x 150 mm) between the wall studs at a height so the toilet paper holder is located at the center line (150 mm face) of the anchor block. The Contractor shall repair the wall after installing the anchor block.
- (15) Purchase and install a wood cove base with the similar shape and dimensions as the original.
- (16) Install the Embassy furnished bathtub glass doors.
- (17) Re-Install the stored door.
- (18) Repair, putty, sand, prep surfaces then paint the gypsum board walls, cove base, door trims, door frame and door with the Embassy furnished latex paint color antique white. Two coats of paint shall be applied.
- (19) Repair, putty, sand, prep surfaces then paint the gypsum board ceiling with the Embassy furnished latex paint - color ceiling white. Two coats of paint must be applied.
- (20) Caulk all joints around bathtub/toilet/vanity with the adhesive caulk as directed by a kit manufacturer. The type and color of caulk shall be approved by the COR before ordering.

C.3.5.3 SMALLER UPSTAIRS BATHROOM DEMOLITION WORK

- (1) Shut off water supply and disconnect the toilet and vanity sink.
- (2) Remove and dispose of the existing toilet.

- (3) Remove and dispose of the existing vanity sink. The Contractor shall take all measurements of the existing vanity to order the replacement.
- (4) Remove and dispose of the existing medicine cabinet and lighting above it. Ceiling light/fan will remain. The Contractor shall take all measurements of the existing medicine cabinet to order the replacement
- (5) Remove and dispose of the existing bath glass doors; the Contractor shall protect the remaining bathtubs from any damage.
- (6) Remove and dispose of the existing pop-up drain and overflow.
- (7) Remove and dispose of the existing first layer of the gypsum board around the bathtub.
- (8) Remove and dispose of the existing ceramic floor tiles including the sauna floor, but do NOT remove the floor sub base.
- (9) Remove and dispose of the existing built-in blower heater.
- (10) Remove and dispose of the existing first layer of the gypsum board adjacent to the shower stall to facilitate the installation of the new shower stall.
- (11) Remove, protect, and store the existing door for the reinstallation.
- (12) Remove the existing marble threshold between the floor ceramic tile and the wooden/carpet flooring

C.3.5.4 SMALLER UPSTAIRS BATHROOM CONSTRUCTION WORK

- (1) Purchase and install a ceramic floor tile including the sauna area. Coordinate the finish elevations of the floor tile and the toilet flange. Purchase and install ceramic floor tile Marazzi Cita 20 x 20 cm color almond/beige (See Attachment #6, Specifications, pos #15 or equal). Coordinate the finish elevations of the floor tile and the toilet flange. Purchase and install a new marble threshold with the similar shape, design and dimensions as the original. Coordinate the finish elevation of the floor tile and marble threshold between the ceramic floor tile and the wooden/carpeted flooring. Grout the tiles, the color shall be approved by the COR.
- (2) Purchase and install new trim plate bathtub faucets with shower attachments (See Attachment #6, Specifications, pos ##7,8 or equal). Access to the back of the bathtubs must be cut through the adjacent gypsum wall. The Contractor shall repair all openings and damage to the walls.
- (3) Purchase and install a shower drain (See Attachment #6, Specifications, pos #10 or equal).
- (4) Purchase and install a bathtub pop-up drain (See Attachment #6, Specifications, pos #9 or equal).
- (5) Purchase and install a floor mounted toilet (See Attachment #6, Specifications, pos #11 or equal). A 4 inch Wax O ring must be used for the toilet installation.
- (6) Purchase and install a toilet seat (See Attachment #6, Specifications, pos #2 or equal). The COR shall approve the toilet seat before ordering.
- (7) Purchase and install a medicine cabinet and vanity light (See Attachment #6, Specifications, pos #25, 27 or equal). The cabinet design shall be the similar as the existing and shall be approved by the COR before ordering.
- (8) Purchase and install a stainless steel pop-up drain in the vanity sink (See Attachment #6, Specifications, pos #3 or equal).
- (9) Purchase and install a vanity cabinet (See Attachment #6, Specifications, pos #23 or equal). The design shall be the similar as the existing and shall be approved by the COR before ordering.

- (10) Purchase and install a vanity sink (See Attachment #6, Specifications, pos #24 or equal).
- (11) Purchase and install a vanity sink faucet set (See Attachment #6, Specifications, pos #3 or equal).
- (12) Purchase and install a vanity sink stainless steel drain (See Attachment #6, Specifications, pos #3 or equal).
- (13) Purchase and install a stainless steel P-trap on the vanity sink (See Attachment #6, Specifications, pos #6 or equal).
- (14) Replace existing vanity sink faucet valve with the Embassy furnished 5/8 inch male valve.
- (15) Purchase and install a wood cove base with the similar dimensions as the original.
- (16) Install the Embassy furnished bathtub glass doors.
- (17) Install the Embassy furnished toilet paper holder on the location as directed by the COR. The Contractor will install a wooden anchor block (minimum of 50 mm x 150 mm) between the wall studs at a height so the toilet paper holder is located at the center line (150 mm face) of the anchor block. The Contractor shall repair the wall after installing the anchor block.
- (18) Repair, putty, sand, prep surface then paint all gypsum board walls, cove base, door trims, door frame and door with the Embassy furnished latex paint - color antique white. Two coats of paint must be applied for complete coverage.
- (19) Repair, putty, sand, prep surface then paint all gypsum board ceiling with the Embassy furnished latex paint color ceiling white. Two coats of paint must be applied.
- (20) Caulk all joints around bathtub/toilet/vanity with the adhesive caulk as directed by a kit manufacturer. The type and color of caulk shall be approved by the COR before ordering.
- (21) Re-install the stored door.

C.3.5.5 DOWNSTAIRS BATHROOM DEMOLITION WORK

- (1) Shut off water supply and disconnect the toilet and vanity sink.
- (2) Remove and dispose of the existing toilet.
- (3) Remove and dispose of the existing vanity sink. The Contractor shall take all measurements of the existing vanity to order the replacement.
- (4) Remove and dispose of the existing mirror and lighting above it. The ceiling light/fan will remain. The Contractor shall take all measurements of the existing mirror to order the replacement.
- (5) Remove and dispose of the existing ceramic floor tiles but do NOT remove the floor sub-base.
- (6) Remove and dispose of the existing baseboard heater.
- (7) Remove and dispose of the existing door, protect from damage, and store for the reinstallation.
- (8) Remove the existing marble thresholds between the floor ceramic tile and wooden/carpet flooring.

C.3.5.6 DOWNSTAIRS BATHROOM CONSTRUCTION WORK

- (1) Purchase and install a ceramic floor tile. Coordinate the finish elevation of the floor tile and the toilet flange. Purchase and install a ceramic floor tile Marazzi

- Cita 20 x 20 cm color almond/beige (See Attachment #6, Specifications, pos #15 or equal). Coordinate the finish elevations of the floor tile and the toilet flange. Purchase and install a new marble thresholds with the similar shape, design and dimensions as the original. Coordinate the finish elevation of the floor tile and marble threshold between the ceramic floor tile and the wooden/carpeted flooring. Grout the tile, the color shall be approved by the COR.
- (2) Purchase and install a floor mounted toilet (See Attachment #6, Specifications, pos #1 or equal). A 4inch Wax O ring must be used for the toilet installation.
 - (3) Purchase and install a toilet seat (See Attachment #6, Specifications, pos #2 or equal). The toilet seat shall be approved by the COR before ordering.
 - (4) Purchase and install a mirror and vanity light (See Attachment #6, Specifications, pos #25, 27 or equal). The cabinet design must be the similar as the existing and approved by the COR before ordering.
 - (5) Purchase and install a vanity cabinet (See Attachment #6, Specifications, pos #23 or equal). The cabinet design must be the similar as the existing and approved by the COR before ordering.
 - (6) Purchase and install a vanity sink (See Attachment #6, Specifications, pos #24 or equal).
 - (7) Purchase and install vanity sink faucets (See Attachment #6, Specifications, pos #3 or equal).
 - (8) Purchase and install a vanity sink stainless steel pop-up drain (See Attachment #6, Specifications, pos #3 or equal).
 - (9) Purchase and install a stainless steel P-trap on the vanity sink drain (See Attachment #6, Specifications, pos #6 or equal).
 - (10) Replace the existing vanity sink faucet valves with the Embassy furnished 5/8 inch male valves.
 - (11) Purchase and install a wood cove base with the similar dimensions as the original.
 - (12) Install the Embassy furnished toilet paper holder on the location as directed by the COR. The Contractor will install a wooden anchor block (minimum of 50 mm x 150 mm) between the wall studs at a height so the toilet paper holder is located at the center line (150 mm face) of the anchor block. The Contractor shall repair the wall after installing the anchor block.
 - (13) Re-Install the stored door.
 - (14) Repair, putty, sand, prep surface then paint the gypsum board walls, cove base, door trims, door frame and door with the Embassy furnished latex paint - color antique white. Two coats of paint must be applied for the complete coverage.
 - (15) Purchase and install wall mounted heaters with thermostat (See Attachment #6, Specifications, pos #21 or equal): NOBO C2F 02, 250 watt, 475 x 200 x 55mm, the color white. The Contractor shall install a wooden anchor block (minimum of 50 mm x 150 mm) between the wall studs at a height so the heater is located at the center line (150 mm face) of the anchor block. The Contractor shall repair the wall after installing the anchor block.
 - (16) Relocate the existing wall outlet including mount box 2"x4" to allow vanity doors/drawers open.
 - (17) Repair, putty, sand, prep surface then paint the gypsum board ceilings with Embassy furnished latex paint – the color ceiling white. Two coats of paint must be applied for the complete coverage.

- (18) Caulk all joints around toilet/vanity with the adhesive caulk as directed by a kit manufacturer. The type and color of caulk shall be approved by the COR before ordering.

C.3.5.7 KITCHEN DEMOLITION WORK

- (1) Shut off water supply and disconnect all plumbing fixtures.
- (2) Remove and dispose of the existing kitchen cabinets, countertops and backsplash.
- (3) Remove and dispose of the existing ceramic floor tiles.
- (4) Remove and dispose of the existing baseboard heater.
- (5) Remove and dispose of two layers of the existing OSB floor board.
- (6) Remove and dispose of the existing mineral insulation from between the floor joists.
- (7) Remove the existing marble threshold between the floor ceramic tile and wooden/carpet flooring.

C.3.5.8 KITCHEN CONSTRUCTION AND REPAIR WORKS

- (1) All openings in the floor joists and around them shall be fitted with the Fire Stop Material to avoid mice intruding thru floor joists.
- (2) Install a vapor barrier into floor opening to protect all floor elements for the whole kitchen floor area (10,5 m²)
- (3) Purchase and install a mineral insulation with the layer no less than 15 cm. thick. The whole kitchen floor (10,5 m²) must be insulated.
- (4) Purchase and install a moisture barrier over the whole floor to provide a barrier between the insulation and the OSB board.
- (5) Purchase and install two layers of OSB board, ¾ inch thick on the whole kitchen floor area (10,5 m²)
- (6) Purchase and install ceramic floor tile (See Attachment #6, Specifications, pos #16 or equal) EDIMAX Instone color Bone and a new marble threshold for the kitchen. Coordinate the finish elevation of the floor tile and marble threshold between the ceramic floor tile and the wooden/carpeted flooring. Grout the tiles, the color must be approved by the COR.
- (7) Purchase and install kitchen cabinets (See Attachment #6, Specifications, pos #18 or equal) and countertop/full height backsplash (See Attachment #6, Specifications, pos #19 equal to CORIAN color Aurora. The cabinet design must match the proposed design. The Contractor shall provide samples for approval by the COR before ordering.
- (8) Relocate all required outlets so they are not covered by the new kitchen cabinets and install additional outlets by the refrigerator outlet and wall mounted heater. Location of the new outlets shall be approved by the COR.
- (9) Purchase and install new kitchen sinks to match existing (See Attachment #6, Specifications, pos #11 or equal). The Contractor shall provide a sample for approval by the COR before ordering.
- (10) Purchase and install kitchen sink faucets (See Attachment #6, Specifications, pos #12 or equal). The type of water supply connection must match the existing type. The Contractor shall provide a sample for approval by the COR before ordering.

- (11) Purchase and install garbage disposal units (See Attachment #6, Specifications, pos #13), Model ISE Evolution 100 InSinkErator or equal.
- (12) Purchase and install filtered water dispenser (See Attachment #6, Specifications, pos #14 or equal).
- (13) Repair, putty, sand, prep surface then paint the gypsum board walls, cove base, door trims, door frame and the door with the Embassy furnished latex paint – the color antique white. Two coats of paint must be applied for the complete coverage.
- (14) Repair, putty, sand, prep surface then paint the gypsum board ceiling with the Embassy furnished latex paint – the color ceiling white. Two coats of paint must be applied for the complete coverage.
- (15) Purchase and install a wall mounted heater with thermostat (See Attachment #6, Specifications, pos #20 or equal): NOBO C2F10, 1kWt, 1375 x 200 x 55 mm., color white. The Contractor will install a wooden anchor block (minimum of 50 mm x 150 mm) between the wall studs at a height so the heater is located at the center line (150 mm face) of the anchor block. The Contractor shall repair the wall after installing the anchor block.

C.3.5.9 ENTRANCE HALLWAY DEMOLITION WORK

- (1) Remove and dispose of the existing ceramic floor tiles.
- (2) Remove and dispose of the existing baseboard heater.
- (3) Remove and dispose of two layers of the existing OSB floor board.
- (4) Remove and dispose of the existing mineral insulation from between the floor joists.

C.3.5.10 ENTRY HALLWAY CONSTRUCTION AND REPAIR WORKS

- (1) All openings in the floor joists and around them shall be fitted with Fire Stop Material to avoid mice intruding thru floor joists.
- (2) Install a vapor barrier into floor opening to protect all floor elements on all entry hallway floor area.
- (3) Purchase and install mineral insulation with the layer no less than 15 cm. thick. All entry hallway floor area must be insulated.
- (4) Purchase and install two layers of OSB board, 3/4" thick on all entry hallway floor area.
- (5) Purchase and install ceramic floor tile EDIMAX Instone color Bone (See Attachment #6, Specifications, pos #17 or equal). Coordinate the finish elevation of the floor tile and aluminum threshold between the ceramic floor tile and entry porch. Grout the tiles, the color must be approved by the COR.
- (6) Repair, putty, sand, prep surface then paint the gypsum board walls, cove base, door trims, door frame and door with the Embassy furnished latex paint - color antique white. Two coats of paint must be applied.
- (7) Repair, putty, sand, prep surface then paint the gypsum board ceilings with the Embassy furnished latex paint - color ceiling white. Two coats of paint must be applied.
- (8) Purchase and install a wall mounted heater with built-in thermostat (See Attachment #6, Specifications, pos #22 or equal), NOBO C2F 04, 400 watt, 675 x 200 x 55mm, color white. The Contractor will install a wooden anchor block (minimum of 50 mm x 150 mm) between the wall studs at a height so

the heater is located at the center line (150 mm face) of the anchor block. The Contractor will repair the wall after installing the anchor block

C.4 GOVERNMENT FURNISHED MATERIALS

1. Toilet paper holders;
2. Tub Enclosure (sliding glass doors);
3. Shower Enclosure (stall and door);
4. Stop valves (American size standard);
5. Wall latex paint;
6. Ceiling latex paint.

C.5 WORK RESTRICTIONS

C.5.1 Protection

C.5.1.1 The Contractor shall keep the project area cleaned and remove debris from the project site at the end of each day. Loitering around the project site is not permitted.

C.5.1.2 The Contractor shall be responsible for protecting U.S. Government property on site from damage, scratch, dust, water, fire or theft, and ensure caution to prevent accidents caused by various work. Install proper warning signs and protection to the site.

C.5.1.3 The Contractor shall provide a mixture box to mix mortar or concrete to prevent damage to the mixing site. The Contractor shall be responsible for repair of any damage caused by the implementation of the work.

C.5.1.4 Contractor's operations may not cause disruption of site activities. Contractor's operations shall not generate disagreeable environmental effects, including the emission of noise, fumes, or other emanations. Construction debris shall be monitored at all times. Visual or audible disturbances shall be kept to a minimum, and any work progress, which might cause such disturbances shall be discussed with the COR in advance.

C.5.1.5 Cleaning of paint equipment (brushes, rollers, sprayers, trays, mixers, etc.) shall be done offsite. At no time shall painting supplies be washed in sinks, bathtubs, shower enclosures, toilets, or under hose-bibs.

C.6 Power Supply, Water and Temporary services.

The Embassy shall supply free of charge the temporary power supply and water for construction proposes. The Contractor shall obtain the COR's approval for the use of utilities prior to the start of its operations. During working, any additional needs must be approved by the COR in advance. NO Phone service will be provided at the site.

SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall mark materials delivered to the site as follows:

American Embassy Moscow
Facility Management
Bolshoi Devyatinsky Pereulok 8
Moscow 121099 Russia
Contract #: To be advised to the Contractor later.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)

E.2 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract. The Contractor shall provide copies of the weekly inspection reports to the COR.

The Contractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall bring any conditions beyond the responsibility of the Contractor to the attention of the Contracting Officer or COR.

E.2.1 MONTHLY REPORT: The Contractor shall submit to the COR a monthly progress report, along with the monthly invoice, summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improve conditions, recommendations, and other matters related to this contract.

E.2.2. INSPECTION BY GOVERNMENT: The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies

furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

E.3 SUBSTANTIAL COMPLETION

E.3.1 DEFINITIONS

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

1. do not interfere with the intended occupancy or utilization of the work, and
2. can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

E.3.2 USE AND POSSESSION UPON SUBSTANTIAL COMPLETION

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate shall be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

E.4 FINAL COMPLETION AND ACCEPTANCE

E.4.1 DEFINITIONS

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a

satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

E.4.2 FINAL INSPECTION AND TESTS

The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

E.4.3 FINAL ACCEPTANCE

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- (a) satisfactory completion of all required tests,
- (b) a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- (c) submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.242-14	SUSPENSION OF WORK (APR 1984)

F.2 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within ten (10) days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than 180 calendar days. The time stated for completion shall include final cleanup of the premises and completion of "punch list" items.

F.3 LIQUIDATED DAMAGES

F.3.1 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

RESERVED

F.4 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "ten (10) days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule which sequences work so as to minimize disruption at the job site.

(d) All schedules shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, or (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give this notice not more than ten (10) days after the first event-giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

F.7 NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will issue the Contractor a Notice to Proceed. The Contractor shall then prosecute the work commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or policies shall not be a waiver of the requirement to furnish these documents.

F.8 WORKING HOURS

All work shall be performed during normal business hours from 9:00 till 18:00 from Monday thru Friday except for the holidays identified below. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor

shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

(a) The Department of State observes the following days* as holidays:

New Year's Day (Russian and American)
Orthodox Christmas Day (Russian)
Martin Luther King's Birthday (American)
Washington's Birthday (American)
Defender's Day (Russian)
Women's Day (Russian)
May Day (Russian)
Victory Day (Russian)
Memorial Day (American)
Independence Day (Russian)
Independence Day (American)
Labor Day (American)
Columbus Day (American)
Day of Consent and Reconciliation (Russian)
Veterans Day (American)
Thanksgiving Day (American)
Christmas Day (American)

*Any other day designated by Federal law, Executive Order or Presidential Proclamation.

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,

- (11) delays in delivery of Government furnished equipment, and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform. Furthermore, the failure:

- (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (2) cannot be overcome by reasonable efforts to reschedule the work, and
- (3) directly and materially affects the date of final completion of the project.

F.10 PRE-CONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at [*Note to Contracting Officer: insert address*] to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Pre-Construction Conference in Section I.

F.11 DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery Date	Deliver To:
H.1.2. Bonds/Insurance	1	10 days after award	CO
H.11.1. Safety Plan	1	10 days after award	COR
E.2. Quality Assurance Plan	1	10 days after award	COR
F.4. Construction Schedule	1	10 days after award	COR
H.14.1. Submittal Register	1	10 days after award	COR
F.10. Pre-Construction Conference	1	10 days after award	COR
H.13.2. Biographic Data on Personnel	1	10 days after award	COR
E.2.2. Inspection Reports	1	3 days after end of weekly period	COR
G.3.2 Payment Request	1	Last day of each month	COR
E.2.1. Monthly Progress Report	1	7 th day of the following month	COR
F.4.(c). Updates to Construction Schedule	1	Last day of each month	COR
E.3.2. Request for Substantial Completion	1	5 days before inspection	COR
E.4.2. Request for Final Acceptance	1	5 days before inspection	COR
F.6 Notice of Delay	1	Within 10 days after event	CO

F.8 Additional Hours	1	No later than 24 hours in advance of need	COR
H.2.4 Evidence of Insurance	1	10 days after award	CO
H.17.2 Differing Site Condition	1	Within 10 days of occurrence	CO
C.3.4/3.5 Samples of materials	1	20 days after award	COR

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract.

G.2 MONITORING OF THE CONTRACTOR

G.2.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facilities Engineer.

G.2.2 DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms, or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

G.3 PAYMENT

G.3.1 GENERAL

Payments are subject to FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts".

G.3.2 DETAIL OF PAYMENT REQUESTS

Each application for payment shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. The

Government will make payments no more frequently than monthly, unless otherwise provided in this contract. The Contractor shall address invoices to:

**Financial Management Center, U.S. Embassy Moscow
8 Bolshoy Deviatinsky per., Moscow 121099, Russian Federation.
(if invoices do NOT contain VAT, it can be emailed to
MoscowFMCIvoices@state.gov)**

G.3.3 PAYMENTS TO SUBCONTRACTORS

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made to subcontractors and suppliers following the Contractor's contractual arrangements with them.

G.3.4 EVALUATION BY THE CONTRACTING OFFICER

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount that is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the Contracting Officer shall advise the Contractor of the reasons.

G.3.5 ADDITIONAL WITHHOLDING

The Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover --

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

This withholding is independent of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract.

G.3.6. PAYMENT

Under the authority of 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

- G.4 The Contractor shall identify Value Added Tax (VAT) as a separate line item in Attachment 4, Breakdown of Proposal Price. The Contractor shall also show VAT as a separate charge on invoices submitted.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 BOND/IRREVOCABLE LETTERS OF CREDIT REQUIREMENTS

H.1.1 BONDS/IRREVOCABLE LETTERS OF CREDIT REQUIRED

The Contractor shall furnish (1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or (2) comparable alternate performance security (irrevocable letter of credit) approved by the Government such as letter of credit/guaranty shown in Section J.

H.1.2 TIME FOR SUBMISSION

The Contractor shall provide the bonds or alternate security as required by the paragraph H.1.1 above within ten (10) days after contract award. Failure to submit (1) the required bonds or other security acceptable to the Government in a timely manner; (2) bonds from an acceptable surety; or (3) bonds in the required amount, may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, "Default (Fixed-Price Construction).

H.1.3 COVERAGE

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

H.1.4 DURATION OF COVERAGE

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.1.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if --

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government; or

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.2 INSURANCE

H.2.1 AMOUNT OF INSURANCE

The Contractor is required by FAR 52.228-5 to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

General Liability:	
(1) Bodily injury on or off site stated in U.S. dollars:	
Per Occurrence	\$10,000.00
Cumulative	\$50,000.00
(2) Property damage on or off site in U.S. dollars:	
Per Occurrence	\$10,000.00
Cumulative	\$50,000.00

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.2.2 GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

H.2.3 INSURANCE-RELATED DISPUTES

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work.

H.2.4 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.3 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply when used in connection with this contract:

(a) "Contract Drawings or Drawings," where indicated by the context, means those drawings specifically listed in the construction contract or as later incorporated into the contract by contract modification.

(b) "Day" means a calendar day unless otherwise specifically indicated.

(c) "Host Country" means the country in which the project is located.

(d) "Material" means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.

(e) "Notice to Proceed" means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to proceed with the work under the contract as of a date set forth in the Notice.

(f) "Other Submittals" includes progress schedules, shop drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.

(g) "Project Data" includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(h) "Samples" are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

(i) "Schedule of Defects" means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the Contracting Officer has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.

(j) "Separate Contractor" means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

(k) "Work" means any and all permanent construction which is intended to be incorporated into the finished project and required to be performed or otherwise provided by the Contractor under this contract, unless otherwise indicated by the context.

H.4 OWNERSHIP AND USE OF DOCUMENTS

H.4.1 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND MODELS

(a) OWNERSHIP. All specifications, drawings, and copies thereof, and models, are the property of the Government.

(b) USE AND RETURN. The Contractor shall not use or allow others to use the documents described in (a) above on other work. The Contractor shall return or account for the signed contractor set and additional copies provided to or made by the Contractor upon final completion of the work.

H.4.2 SUPPLEMENTAL DOCUMENTS

The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless the Contractor makes objection within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

H.4.3 RECORD DOCUMENTS

The Contractor shall maintain at the project site:

- a current marked set of Contract drawings and specifications indicating all interpretations and clarifications, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and
- a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

H.4.4 "AS-BUILT" DOCUMENTS

RESERVED

H.5 GOVERNING LAW

The laws of the United States shall govern the contract and its interpretation.

H.6 LANGUAGE PROFICIENCY

The manager assigned by the contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 COMPLIANCE REQUIRED

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.7.3 SUBCONTRACTORS

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.7.4 EVIDENCE OF COMPLIANCE

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this clause when directed by the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 DAMAGE TO PERSONS OR PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 RESPONSIBILITY FOR WORK PERFORMED

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.9 CONSTRUCTION OPERATIONS

H.9.1 OPERATIONS AND STORAGE AREAS

(a) CONFINEMENT TO AUTHORIZED AREAS. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) VEHICULAR ACCESS. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.9.2 USE OF PREMISES

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Requests from occupants. The Contractor shall refer any request from occupants of existing buildings to change the sequence of work to the Contracting Officer for determination.

(c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 TEMPORARY FACILITIES AND SERVICES

The Contractor may erect temporary buildings (such as, storage sheds, shops, offices) and utilities only with the approval of the Contracting Officer. The cost of these temporary buildings is included in the contract fixed price. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense

upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

H.11 SAFETY

H.11.1 DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:

- (i) Scaffolding;
- (ii) Work at heights above two (2) meters;
- (iii) Trenching or other excavation greater than one (1) meter in h;
- (iv) Earth moving equipment;
- (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (viii) Hazardous noise levels.

(b) *Records.* The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) *Subcontracts.* The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the Contractor shall:

(1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

H.12 SUBCONTRACTORS AND SUPPLIERS

H.12.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.12.2 APPROVAL OF SUBCONTRACTORS

(a) REVIEW AND APPROVAL. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection of any or all subcontractors.

(b) REJECTION OF SUBCONTRACTORS. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.13 CONSTRUCTION PERSONNEL

H.13.1 REMOVAL OF PERSONNEL

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued

employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.13.2 CONSTRUCTION PERSONNEL SECURITY

After award of the contract, the Contractor shall have ten days to submit to the Contracting Officer a list of workers and supervisors assigned to this project (Biographic Data on Personnel) for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Copy of Passport

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants, the Government will provide a badge to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.14 MATERIALS AND EQUIPMENT

H.14.1 SELECTION AND APPROVAL OF MATERIALS

(a) STANDARD TO QUALITY. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection.

(b) SELECTION BY CONTRACTOR. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish a Submittal Register to the Contracting Officer, for approval. The Submittal Register shall include the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating. To ensure a timely review the Contractor shall provide a submittal register ten days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.14.2 CUSTODY OF MATERIALS

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the

Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for the U.S. Government project.

H.14.3 BASIS OF CONTRACT PRICE

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.14.4 SUBSTITUTIONS

(a) PRIOR APPROVAL REQUIRED. The Contractor must receive approval in writing from the Contracting Officer before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project. Sufficient information to permit evaluation by the Government must accompany any substitution request including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. The Contractor shall make requests for substitutions in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

(b) APPROVAL THROUGH SHOP DRAWINGS. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

(c) FINAL APPROVAL ON DELIVERY. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.14.5 . "OR-EQUAL CLAUSE"

References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.14.6 USE AND TESTING OF SAMPLES

("Samples" include materials and equipment.)

(a) USE. The Contractor shall send approved samples not destroyed in testing to the Contracting Officer. Those which are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) FAILURE OF SAMPLES. If a sample fails to pass the specified tests described in this contract, any further samples of the same brand or make of that material or equipment may not be considered for use in performance under this contract.

(c) TAKING AND TESTING OF SAMPLES. Samples delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

(d) COST OF ADDITIONAL TESTING BY THE GOVERNMENT. When additional tests of samples are performed, only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.15 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.15.1 SHIPMENT AND CUSTOMS CLEARANCE

(a) Costs to be borne by Contractor. The Contractor is responsible for paying all charges incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to the construction site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties specified below), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) Duty-free clearance. The Contractor shall not be responsible for customs duties for which the Government has been able to obtain a customs waiver. The Contractor shall

follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which:

- (1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions,
- (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or
- (3) are otherwise ineligible for duty-free entry. The Contractor is responsible for customs duties where the Contractor has failed to give adequate and timely notice to the Contracting Officer of importation on containers or materials which may be eligible for a customs waiver. The Contracting Officer will provide instructions concerning time periods for notification of importation by the Contractor.

(c) Customs Clearance. The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

H.15.2 SURPLUS MATERIALS

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

H.16 SPECIAL WARRANTIES

H.16.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they do not conflict with the special warranty.

H.16.2 WARRANTY INFORMATION

The Contractor shall obtain and furnish to the Government all information required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.17 EQUITABLE ADJUSTMENTS

H.17.1 BASIS FOR EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause. The Contractor shall give the Contracting Officer written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

H.17.2 DIFFERING SITE CONDITION NOTICE

The Contractor shall provide written notice of a differing site condition within 10 days of occurrence following FAR 52.236-2, Differing Site Conditions.

H.17.3 DOCUMENTATION OF PROPOSALS FOR EQUITABLE ADJUSTMENTS

(a) ITEMIZATION OF PROPOSALS AND REQUESTS. The Contractor shall submit any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in the detail required by the Contracting Officer. The request shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) PROPOSED TIME ADJUSTMENTS. The Contractor shall submit a proposed time extension (if applicable) with any request for an equitable adjustment or change proposal. The request shall include sufficient information to demonstrate whether and to what extent the change will delay the completion of the contract.

(c) RELEASE BY CONTRACTOR. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.18 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

If the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly appropriate action(s) to bring performance/work into compliance with a contract requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor

to suspend any or all work under the contract. This order shall be in force until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause.

H.19 ZONING APPROVALS AND BUILDING PERMITS

RESERVED