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## REQUEST FOR QUOTATIONS - CONSTRUCTION

### A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

<b>Total Price, USD</b> (including all labor, materials, overhead and profit)	<b>Without 20% VAT, USD</b>	<b>Including 20% VAT, USD</b>

#### A.1 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. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

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.

### BACKGROUND AND PURPOSE

The US Embassy Kyiv, Ukraine has a requirement to install a new tennis court at the Embassy compound.

The Contractor shall provide all labor, material tools, equipment, supervision and other related items required to complete the project as per scope of work, specifications and attached. Playing surfaces shall be constructed according to industry standards. Consideration shall be given to minimizing any drainage issues and maximizing longevity and playability throughout the year.

USA Embassy Compound Kyiv is located in Kyiv, 4 Igor Sikorsky St.

Remove and dispose all unsuitable material, compacted sub grade, compacted base and install suitable sub grade for the tennis court play surface.

## **DESCRIPTION OF PROJECT**

1. Remove and dispose all unsuitable material, compacted sub grade, compacted base course for site to be prepared per attached specs labeled “Asphalt Court for Freeze/Thaw Climate”.
2. The Contractor shall install fencing with the proper material and of the proper height, which meets or exceeds the industry standards for the tennis courts.
3. Fine grade and compact entire area to be suitable sub grade in preparation for new paving. Court to have a slope between 0.833% and 1%.
4. Full surveying is needed to ensure the area has proper pitch and critical grade for adequate surface water runoff on new pavement surface.
5. Furnish and install 76 mm. of bituminous concrete in two courses; 38 mm binder and 38 mm surface course (top). The concrete surface should have a broom finish to improve bonding of the coating or utilize surface on hand.
6. Install a ‘backboard’ on the inside east end of the court fencing to allow for solo play. Backboard will extend from the bottom of the fence to the top and be four meters wide.
7. Install one set of net and posts.
8. Coat colors have to be RED and GREEN with WHITE playing lines.
9. The Contractor shall define and provide lighting to allow for tennis play during evening hours. Lighting shall be controlled with a timer.
10. The Contractor shall provide and fully install three (3) park benches in the waiting areas on the roadside of tennis court.
11. The Contractor is required to provide supervision, labor, equipment, tools and materials for project execution, if it is not specifically mentioned in the Contract.

## **GENERAL REQUIREMENTS AND SERVICES**

1. The adjacent Embassy buildings will be occupied during the entire duration of the project. Work must be performed with consideration and significant disruption to Embassy operations must be avoided to the maximum extent possible. The same condition shall apply to material storage.
2. The Contractor shall coordinate all aspects of the project with the Contracting Officer Representative (COR) who shall serve as the primary point of contact to the embassy. The Contractor shall take directives from the Contracting Officer or the COR only.

3. Project work on site shall be Monday through Friday from 08:00 to 18:00 excluding official holidays. No other working hours shall be allowed without written approval of the COR.
4. Project work on site shall begin only after issue to contractor of Notice to Proceed by Contracting Officer.
5. The Contractor shall submit the detailed schedule of work and include technical description, manufacturer's technical literature, and samples of materials and systems proposed and approved by COR.
6. Any damages to U.S. property by the Contractor shall be replaced, repaired, or adequately compensated for (if amount is agreed upon by Contracting Officer) at contractor's expense or deducted from their fees.

### **MATERIALS**

1. All materials used on this project shall be new and conforming to the contract specifications as per permit and local codes. All materials used on the project that were the basis of the bid proposal shall be verified and approved by the Contracting Officer Representative (COR) before use.

### **SITE SECURITY AND ACCESS:**

1. The Contractor shall provide employee identity information to the COR no less than 30 days prior to any need for site access. Employee identity information shall include:

Name  
Date of birth  
Nationality  
Home Address  
A photo ID

This information will be used to conduct a background check. Site access authorization will be granted only to employees who are properly cleared for this project.

2. The Contractor shall provide to the COR a written request for vehicle access at least 24 hours in advance for any material deliveries. The request for vehicle access shall include:

Driver's name  
Vehicle description and registration number  
Contents of delivery  
Date of delivery

3. The Contractor shall have access to the designated area only. To access area other than designated one, contractor needs to have prior permission from COR. The Contractor shall follow security and safety directions as explained by the COR.

### **SITE PROTECTION AND CLEANUP**

1. The Contractor will properly protect the site, including internal roads and circulation, while work is in progress. Any damage that occurs to the buildings, roadways, walkways, equipment, furnishings or landscaping due to the negligence of contractor will be repaired or replaced matching to existing at his own expense.
2. The Contractor shall clear away all debris and excesses materials accumulated at the site and dispose it away from the Embassy premises and maintain a neat site conditions.
3. The Contractor shall remove all waste materials and construction debris from the property routinely as directed by the COR. No unsightly or unsafe accumulation shall be permitted on site.
4. If needed, storage space will be provided to the contractor to store the required material for the project. The Contractor shall barricade the storage area to prevent the spillover of construction materials. The Contractor will accumulate and pile the excavated soil in an area appointed by COR. Dumpster containers are preferred.

### **SAFETY**

1. The Contractor is responsible and shall continue management and implementation of a safety and health program throughout construction.
2. The Contracting Officer and the Post Occupational Safety and Health Officer [OSHO] reserve the right to suspend work when and where Contractor's safety and health program is considered to be operating in an inadequate or non-complying manner.
3. The Contractor shall provide all Personal Protective Equipment for the workers as per the requirement of the site. Work will be stopped in case the proper protection equipment is not found with the workers and the lapse of time shall be at the Contractor's expense.
4. Any equipment or work considered dangerous shall be immediately discontinued.
5. The Contractor shall have "Health Insurance" Certificate for the workers.

## **SUMBITTALS**

The Contractor shall submit with the cost proposal technical description and literature for the paving stack design, drainage, lighting, fencing, surface painting as well as all other products for compete tennis court as specified by this SOW. Contract award will make their submittal binding and will be verified by COR at delivery and construction.

## **WARRANTY and QUALITY**

1. The Contractor shall guarantee that all work performed will be free from all defects in workmanship and materials and that all installation will provide the capacities and characteristics specified. The contract further guarantees that if, during a period of five years from the date of the certificate of completion and acceptance of the work, any such defects will be repaired by the contractor at his expenses.
2. The Contractor shall perform quality work and keep the COR informed at all times on all pertinent issues on progress and quality.
3. Inspection of work shall be conducted by the COR. Any changes to the project shall be made in writing by the COR. Acceptance of finished project shall be approved in writing by the COR.

### **C. PACKAGING AND MARKING**

None

### **D. INSPECTION AND ACCEPTANCE**

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.

#### **D.1 SUBSTANTIAL COMPLETION**

(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.

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 will 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.

## D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "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.

D.2.2 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.

D.2.3 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.

D.2.4 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:

- Satisfactory completion of all required tests,
- 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

- 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).

#### E. DELIVERIES OR PERFORMANCE

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

The Contractor shall be required to:

- (a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than **two (2) months from the date of the notice to proceed**. In case of unacceptable weather conditions project duration may be extended upon agreement with the Contracting Officer.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

##### 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **USD 200.00** for each calendar day of delay until the work is completed or accepted.

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

##### CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "**5 calendar 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 deliverables 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 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.

(e) 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.

#### 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 such notice promptly, not more than **two (2) 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.

#### NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must 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 or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

#### WORKING HOURS

All work shall be performed during **8:00 – 18:00 Monday through Friday excluding official holidays**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

#### PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held **5 days after contract award at 4 Igor Sikorsky str.** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:			
Description	Quantity	Deliver Date	Deliver To
Section G. Securities/Insurance	1	5 days after award	CO
Section E. Construction Schedule	1	5 days after award	COR
Section E. Preconstruction Conference	1	5 days after award	COR
Section G. Personnel Biographies	1	5 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	5 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

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

(a) The Contracting Officer may designate in writing one or more Government employees, by name or 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 **Tommy Heard, Facility Manager.**

**Payment:** The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After 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, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

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.

**Original Invoices should be sent to:**

Financial Management Office (FMO)
US Embassy, Kyiv, Ukraine
4 Igor Sikorsky str.

**The FMO will receive invoices, log them in, and forward to the COR for review and approval.**

**The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.**

**G. SPECIAL REQUIREMENTS**

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price. The Contractor shall provide a letter of bank guaranty for the amount stated above.

G.1.1 The Contractor shall provide the information required by the paragraph above within five (5) calendar days after award. Failure to timely submit the required security 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), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, 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.

G.1.3 The required 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 shall be reduced to 10% of the contract price. The 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.

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" 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:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	the Contractor shall comply with Ukrainian law
Cumulative	the Contractor shall comply with Ukrainian law
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	USD 2,000.00
Cumulative	USD 10,000.00

G.2.2 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.

G.2.3 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 therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 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.

G.2.5 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.

### G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 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 prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

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

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - 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.

G.4.1 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.

G.4.2 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.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION 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 employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. 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.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has **five calendar days** to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take **3 days** to perform. For each individual the list shall include:

Full Name  
Place and Date of Birth  
Current Address  
Identification number

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

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - 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 by the Contracting Officer.

#### G.7.0 SPECIAL WARRANTIES

G.7.1 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 are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required 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.

## G.8.0 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; provided, that the Contractor gives the Contracting Officer prompt 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

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

## G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

## H. CLAUSES

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 this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note 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 links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, 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>
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.209-9 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)
- 52.213-4 TERMS AND CONDITIONS –SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 2015)
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)

- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (JULY 2013)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)

- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-4 CHANGES (JUN 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2014)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEPT 1996)*
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD  
ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

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 depth;
  - (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.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Specifications	10
Attachment 4	Drawings	13

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 1442 including a completed Attachment 2, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	1
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	1

Submit the complete quotation to the address indicated. If mailed, on Standard Form 1442, or if hand-delivered, use the address set forth below:

4 Igor Sikorsky str.
04112, Kyiv, Ukraine

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **November 09, 2015 at 14:00.**

(c) Participants will meet at **4 Igor Sikorsky str., Kyiv, Ukraine.**

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: **between \$25,000 and \$100,000.**

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. Please note 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 link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JULY 2013)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

## K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

The following DOSAR is provided in full text:

652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

## SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

### L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments

(c) otherwise due under the contract.

(d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or

business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- Sole Proprietorship;
- Partnership;
- Corporate Entity (not tax exempt);
- Corporate Entity (tax exempt);
- Government Entity (Federal, State or local);
- Foreign Government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(f) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(End of provision)

**L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

(a)(1) The North American Industry Classification System (NAICS) code(s) for this acquisition is/are:

**236118 - Construction Management, residential remodeling**

**236220 - Construction Management, commercial and institutional building or**

**Warehouse construction**

**237110 - Construction Management, water and sewage line and related structures**

**237310 - Construction Management, highway road, street or bridge**

**237990 - Construction Management, outdoor recreation facility**

(2) The small business size standard is **\$36.5 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual

representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

\_\_\_ (i) 52.204-17, Ownership or Control of Offeror.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_ (A) Basic.

\_\_ (B) Alternate I.

\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions*. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(End of provision)

L.4 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

L.5 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<u>Category</u>	<u>Yes/No</u>	<u>Number</u>	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

(b) The Contracting Officer has determined that for performance in the country of Ukraine –

X Workers' compensation laws exist that will cover local nationals and third country nationals.

- Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)



ATTACHMENT #2 - UNITED STATES DEPARTMENT OF STATE  
 BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/DESCRIPTION (2) LABOR (3) MATERIALS (4) OVERHEAD  
 (5) PROFIT (6) TOTAL

1. General Requirements  
 2. Site Work

3. Concrete  
 4. Masonry

5. Metals  
 6. Wood and Plastic

7. Thermal and Moisture  
 8. Doors and Windows

9. Finishes  
 10. Specialties

11. Equipment  
 12. Furnishings

13. Special Construction  
 14. Conveying Systems

15. Mechanical  
 16. Electrical

	Without 20% VAT	Including 20% VAT
<b>TOTAL in USD:</b>		

Allowance Items:

PROPOSAL PRICE TOTAL  
 in USD: \_\_\_\_\_

Alternates (list separately; do not total):

**Offeror:** \_\_\_\_\_ **Date** \_\_\_\_\_

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

## ATTACHMENT #3 – SPECIFICATIONS

### SPECIFICATIONS

**Site Stripping and Excavation:** Unless otherwise specified, topsoil and other unsuitable materials should be removed in such a manner to minimize disturbance of the remaining subgrade soils and to facilitate placement of embankment materials and/or base course materials to a minimum distance of 1.5 meter beyond the surfaced area, Topsoil should be stored at the site and reused for landscaping at the completion of construction.

**Subsurface Drainage:** Where surface inlets are provided on or near the courts drain lines to carry the water to appropriate discharge channels should be in accordance with the International Building Code.

If needed, French drains (permeable, properly graded gravel-filled trenches), geo-composites or perforated drain lines surrounded with a stone material, should be utilized, discharging to appropriate channels. Non-woven geotextile fabric may be used, depending on the stone materials available.

Backfill of all trenches should be granular material, placed in layers not to exceed 2 m. thickness, compacted with appropriate compaction equipment to 95% of the maximum density. This compaction is necessary to minimize the risk of subsequent settlement of the surface over the trench. When trenching or drain tile is used under existing permanent pavement, it is required that this area be compacted to 100% of the maximum density determined by ASTM Method D 1557. This method will reduce the amount of settlement that may occur in these trenches which will reflect on the final surface.

**Sub base Embankment:** Embankment is fill material necessary to raise the grade at the site, after removal of unsuitable materials to provide the surface on which to place the base course for the tennis court or running track.

While well-graded granular soil is preferred for embankment fill, normally locally available soil is used for economic reasons. The material should be free of organic or expansive material, and of particles greater than 1 1/2" in dimension. It should be placed in lifts not to exceed 6" in thickness and compacted to a minimum density of 95% of D 1557 density. The water content of the fill should be reduced by aeration or increased by adding water, as necessary to achieve the required compaction.

Where the natural soil at the bottom of the sub base course is stable, as evidenced by stability under construction equipment, hand auger or other exploration, base course materials can be placed on this soil. Soft clay and plastic soils should be appropriately stabilized.

**Inspection and Testing:** Compliance with these Guidelines can best be determined by inspection and testing. Tests should be performed according to applicable ASTM specifications by a certified engineer or testing laboratory. Use of nuclear moisture and density equipment would permit rapid determination of in situ density and moisture content. Responsibility for the cost of such inspection should be agreed upon in advance between the owner and the contractor.

For most court or track construction, the required inspection and testing could be performed by a properly equipped and qualified contractor.

**Soil Conditions:** The owner or contractor should always determine whether soil conditions make sterilization necessary or desirable. Adjacent pavements, whether sealed or not, provide good indications of possible need for treatment. Tennis courts and running tracks that are two or more years old also attest to the problem if it exists. Where necessary, take soil samples at various levels from the surface down to a point below the subgrade of the proposed track or court and down to the depth of the root zone. These samples should be sent to a soil laboratory to determine whether the potential for weed growth warrants sterilization.

### **Surface Drainage:**

Surface drainage usually consists of a series of swales or a fabricated system designed to redirect surface water that might otherwise flow over the recreational surface, and to prevent seepage of water beneath the surface.

### **Surface Drainage**

#### **Closed Drain System**

A closed drain system utilizes the swale design to collect and conduct water to inlets located (at a minimum of every 200') in the center of the swales. The water inlets are connected below ground to pipe (size is determined by volume of water being collected) which carries water to catch basins or other outlet areas.

#### **Combination Systems**

Combination systems utilize swales and/or conventional open or closed vertical stone drains or "prefabricated rock less" geo-composite drains as discussed in the above section on subsurface drainage.

#### **Prefabricated Channel Drain Systems**

another functional system being used for surface drainage is the prefabricated channel drain. These vertical lineal drains have been used for years in the track industry to drain both the field and the track surface. Their application with tennis courts and other related surfaces are also being used successfully. They require shallow excavation and some manufacturers offer sections with "built in slopes". Channel drains are available in radius, angles and straight lengths. They also have removable grates to allow for easy cleaning.

To obtain the correct system for your facility, you should consult with an experienced contractor, qualified architect and/or engineer.

### **Surface Drainage – Tracks**

Calculations should be done to determine the amount of subsurface and surface drainage that must be handled. Following are several systems that have worked effectively for running track construction.

1. A perimeter drain tile system is an effective way of intercepting and redirecting the flow of surface and subsurface water that would otherwise accumulate beneath the track surface. Such a system normally terminates either in a storm sewer connection or through an end wall to direct water to an area of the site that is lower in elevation. It has proven to be an effective and economical system for providing subsurface drainage and also providing some residual surface drainage. Normally this would form a perimeter drain around the inside of the running track.
2. Four to eight catch basins can be located around the inside of the track to intercept surface water and direct it into a storm sewer, drain pit, or end wall outlet. The swale in this area should be graded to allow track and infield water to flow to the catch basins.
3. A permeable system allows surface water to flow through the track surface, asphalt, and aggregate base to a collector system that directs it to a storm drainage outlet.
4. Continuous trench drains can be used around the inside edge of the track surface. This system allows for rapid movement of water. It typically has several outlets to a storm drainage system. This drain can also serve as a termination point for artificial turf on the infield.

### **Playing Lines**

The outside dimensions of the playing lines should be as follows:

Doubles 36' x 78' (10.97m x 23.77m)

Singles 27' x 78' (8.23m x 23.77m)

Metric equivalents for specific items such as tennis court playing lines, layouts and net heights must be converted as accurately as possible to conform to the rules of tennis. These are called hard conversions. In practice, however, other conversions are routinely adapted. For example, these Guidelines recommend a 24' separation between courts in a common enclosure, which is converted by the formula to 7.315m. For ease of construction, that dimension might be rounded to 7.5m or 8m or even 7m (which, of course, is slightly less than the recommended dimension). In other words, the nearest appropriate metric dimension is chosen—appropriate in terms of feasibility of construction, design intention, etc. These are called soft conversions. In the case of materials, the equivalent standard dimension material may be substituted.

All lines should be not less than 1" (2.54 cm) nor more than 2" (5 cm) in width, except the base line which may be up to 4" (10 cm) in width and the center line which should be 2" (5 cm) in width.

This allowable variation in line width results in non-uniformity and confusion and, therefore, the U.S. Tennis Court and Track Builders Association recommends that all lines be 2" (5 cm) in width, except the base line which may be up to 4" (10 cm) in width.

All measurements should be to the outer edge of the lines except the center line and the center mark which should be on the center line of the court.

## **Tolerance**

The lines should be laid out and applied as close to the exact measurements as is possible within the limitations of the surface on which they are being applied. At no time should the playing lines or the line dimensions vary more than 1/4" from the exact measurements, unless the court surface won't allow (natural grass moves, artificial grass stretches, etc.).

## **Fencing**

The purpose of fencing around a tennis court is to keep most of the balls within the court during play. Chain link fencing is most commonly used for this purpose, but wooden fencing, walls, hedges and netting also are used.

Fencing, or an acceptable alternative, is required across the back of the court (backstop) and along each sideline from the corner 20'–40' up the sidelines (side stop). The area up to 40' on either side of the net can be left open or shorter fencing may be used.

The backstops should be 10' (or 3m) in height above the court surface for most normal installations. Where local conditions dictate additional security or ball retention, a higher backstop may be required. For residential courts, 8' (2.438m) in height is adequate when the adjacent area is such that a ball going over the backstop or side stop can be retrieved without personal hazard or hardship and without undue intrusion on adjoining property.

The sidestops should be the same height as the backstops for the minimum distance of approximately 20' (6.096m) from the backstop. The height of the side stop in the remaining area, if used, may vary to suit local conditions. In no instance should the sides top, where used, be less than 3' (or 1m) in height.

Backstop and side stop material, when manufactured to metric standards, varies slightly from the dimensions set forth above. The equivalent standard dimension material may be substituted and has been indicated above.

## **Net Posts**

Net posts should be set 3' (.91m) outside the side line, which is 42' (12.802m) apart, center to center for doubles play, and 33' (10.058m) apart, center to center for singles play. (Please refer to the diagram.) The top of the net at the inside face of the posts or supports when used to support a net for singles play on a doubles court should be exactly 42" (1.067m) above the court surface. There should be no obstruction above the top of the net at any point, including at the post.

## **Playing Lines**

Playing lines should be painted on an asphalt or concrete court using line paint approved by the manufacturer of the coating material used on the court. Base lines should be not more than four inches (4") wide and playing lines not more than two inches (2") wide, accurately positioned.

## Reinforced Concrete Tennis Courts

### **Slope and Elevation Requirements**

All excavating, filling and grading requirements and compacting work of the sub base should be performed so that the finished subgrade is 4"-6" above the surrounding ground and slopes not less than 0.83% (1:120) and not more than 1% (1:100). Each court must slope in a true plane, preferably from side to side (but from end to end or from corner to corner are also acceptable), or in the shortest direction for good drainage and water runoff. The court should never be sloped from the net line to the baseline, from the baseline to the net line, from the sides to the centerline or from the centerline to the sides.

**Concrete Construction: Apron:** The overall dimension of an individual court should be 18.60 x 36.88 m. to provide a 15 cm apron around the court or 19 x 37.20 m. to provide a 30 cm apron around the court. This additional footage helps prevent vegetation intrusion, facilitates maintenance team and adds to the overall cosmetics. Fence posts, net posts, sleeves and center anchor should be installed prior to or during concrete placement. Fencing should be completed prior to surfacing.

**Moisture/Vapor Barrier:** A moisture/vapor barrier, consisting of polyolefin (15 mil. minimum thickness) should be installed prior to installation of any steel and/or cables. Overlap polyolefin sheets at least 15 cm and tape joints. Once in place, no vehicular traffic should be allowed on the moisture/vapor barrier or any other object which could puncture the barrier or otherwise compromise the integrity of the surface. All concrete should be pumped, not driven onto the court. Excessive loads at any time are unacceptable.

**Cement:** Cement (Type 1 or 1A) should conform to one of the Standard Specifications for Portland cement, ASTM C 150 or Specifications for Blending Hydraulic Cements, ASTM C 595, excluding slag cements Types S and SA. Do not use curing compounds.

**Air Entrainment:** Air entrainment by total volume of concrete should be: 4 to 6% for 3 cm maximum size coarse aggregate, 5 to 7% for 2 or 2.5 cm maximum size coarse aggregate, 16.5 cm to 21.6 cm 8 1/2% for 3/8" or 1/2" maximum size coarse aggregate.

**Aggregate:** It should conform to Standard Specifications for Concrete Aggregates ASTM C 33. For concrete work that is 5" thick, the nominal size of the coarse aggregate should not exceed 1 1/2" and for concrete work that is 4" thick, the nominal size of the coarse aggregate should not be greater than 1". Fly ash or other additives are not acceptable.

**Thickness of Concrete:** Concrete work should be 5" thick if the location of the tennis court is such that it will be subject to more than three freeze/thaw cycles annually. If the location is such that not more than three freeze/thaw cycles occur annually, concrete may be 4" thick.

### **Reinforcement:**

Steel reinforcement bars should conform to Standard Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement ASTM A 615, Grade 60 or 40. For concrete that is

5" thick, the bars should be No. 5 in both directions at 12" on center. For concrete that is 4" thick, the bars should be No. 5 size in both directions at 15" on center. Bars should be accurately positioned at mid-depth, terminating 2" away from edges and joints, and should be adequately supported by chairs with sand plates provided to prevent bar supports from sinking into the sub base. Bars should be lapped at 18" and should also be securely tied or otherwise secured so that there is no possibility of displacement when concrete is placed. At the time of concrete placement, reinforcement should be free of loose, flaky rust and other coatings or films that could interfere with bonding to the concrete.

**Forms and Screeds:** Forms and screeds should be set accurately and secured to prevent settlement or movement during placing of concrete. Forms should remain in place until the concrete has taken its final set.

**Joints:** A non-extruded expansion joint filler material 3/4" thick should be installed at the net line if the two halves of the court are cast separately, and between courts if there is more than one court. The bottom edge of the filler material should extend to or slightly below the bottom of the slab; the top edge should be held 7/8" below the surface of the slab by a tack strip of wood, its top flush with the finished slab surface. Edges of joints should be tooled with an edging tool having a radius of 1/4". After the concrete has cured, the tack strips should be removed and the joints sealed with an elastomeric sealing compound to within 1/8" of the surface. If the two halves of the court are cast separately, a concrete beam 6" thick and 18" wide should be cast in a trench across the center of the court. This beam is for support of the two slabs at the expansion joint under the net. The top of the beam should be at the elevation of the bottom of the court slab. The beam should be cast a day or two in advance of the court concrete. Bonding between the beam and the court concrete should be prevented by painting the top of the beam with an asphaltic or other bond preventing material. This beam is thickened to 12" at the net posts to provide additional stability for the posts.

**Concrete Proportioning and mixing:** Concrete should have compression strength of not less than 3,000 psi at the 28th day after casting. The minimum cement content for finish-ability should be not less than 470 lbs. per cubic yard for 1 1/2" maximum size coarse aggregate, 520 lbs. for 3/4", 590 lbs. for 1/2" and 610 lbs. for 3/8" maximum size coarse aggregate. In freeze/thaw environments, the minimum cement content should not be less than 560 lbs. per cubic yard. The slump should not be more than 4". Ready-mixed concrete should be mixed and delivered in accordance with ASTM C 94, Specification for Ready-Mixed Concrete.

**Placing and Finishing:** At least a full half court should be placed in one continuous operation without intervening joints of any kind. Uninterrupted concrete placing operations without intervening joints should be limited to one full court with continuous reinforcement. Concrete should be spread, consolidated, screened, and bull-floated and finished in accordance with Section 7.2 of ACI (American Concrete Institute) Standard 302, Recommended Practice for Concrete Floor and Slab Construction. When concrete is sufficiently set to withstand foot pressure with only about 1/4" indentation and the water sheen has left the surface, the slab should be uniformly finished by power floating and troweling. The final finish texture should be a medium broom finish unless otherwise specified by the surface manufacturer.

**Surface Tolerances:** The finished surface of the court should not vary more than 1/8" in 10' when measured in any direction.

**Curing:** Immediately after finishing, the concrete should be kept continuously moist for 7 days by covering with polyethylene film, waterproof curing paper, sprinkling, ponding or other acceptable coverings. Curing time should be in accordance with surfacing system manufacturer's recommendations. No curing compounds should be used.

### **Post-Tensioned Concrete Slab Tennis Courts**

In addition to all sections in the Reinforced Concrete Tennis Courts , the following section should be added to Post-Tensioning concrete:

Post-tensioning material should consist of seven wire stress-relieved strands, conforming to ASTM A 416, with an ultimate strength of 270 KSI. Strands should be coated with a permanent rust preventative lubricant and wrapped with plastic sheathing. If strand sheathing is damaged or removed, it is to be repaired by taping. A maximum of 6" exposed strand is permitted at the anchor. End anchorage devices will conform to Post-Tensioning Institute (PTI) specifications. All dead end anchorages must be power seated. All strands are to be supported on chairs and tied at all intersections or securely supported in beams to prevent vertical and horizontal movement during concrete placement. Cables should be laid out in grids no greater than 4' on center. Concrete must be well consolidated, especially in the vicinity of strand anchorages. Strands should be anchored at 28.9 KIPS, but may be initially stressed at 33 KIPS. A 9" diameter centered on the strand axis by a 36" length should be allowed for stressing equipment clearance. The stressing process generates tremendous pressures and extreme care should be taken to prevent injury from operator error or failure of equipment or materials.

### **Hot Mix Asphalt Tennis Courts**

Slope requirement, Perimeter edging, Apron, Aggregate base course, remain the same:  
Following should be added to this section:

**Intermediate Pavement Course:** A leveling course of a hot plant mix having a maximum aggregate size of 3/8" to 3/4" in accordance with specifications of the state's Department of Transportation and/or the Asphalt Institute should be constructed over the base course to a compacted thickness of not less than 1 1/2".

This hot plant mix should be spread and compacted by methods and in a manner that produces a uniform density and thickness. The finished intermediate course should not vary more than 1/4" in 10', when measured in any direction.

**Modified Base Construction:** A modified base course is sometimes used, particularly in areas not subject to freeze/thaw action. The modified base may consist of one course of suitable material as described above and may be installed to a uniform thickness of 2 1/2" to 4". The modified base should be compacted to provide a smooth, true plane surface, and should not vary more than 1/4" in 10', when measured in any direction.

## Asphaltic Surface Course

### **Suggested Mix Design:**

<u>Screen</u>	<u>% Passing</u>
1/2	100
3/8	90-100
#4	55-85
#8	32-67
#50	7-23
#200	2-10

### **Spreading and Compacting**

This hot plant mix should be spread and compacted by methods and in a manner that produces a uniform density and thickness.

### **Surface Tolerance**

The finished surface of the court should not vary more than 1/8" in 10' when measured in any direction.

### **Acrylic Color Finish Systems**

**Surface Inspection:** Prior to application of a color finish system, the court surface should be flooded with water and allowed to drain for one hour at 70 degrees Fahrenheit. If there is any remaining water that covers a 5 cent piece (American coin), that area, commonly called a “birdbath”, should be patched and leveled in accordance with recommendations of the manufacturer of the color finish system specified. (Note: If the standing water does not cover a 5 cent piece, it is considered within tolerance and will evaporate within a reasonable time.) Re-flooding and patching may be necessary until “birdbaths” are properly minimized.

**Preparation:** Surface course and subsurface materials must have been installed to proper slope requirements (.833% - 1.0%) in accordance with the U.S. Tennis Court and Track Builders Association Construction Guidelines and must be thoroughly cured (a minimum of 14 days for asphalt and 28 days for concrete), before application of any filler or color finish materials.

- A. Asphalt - Based on pavement conditions, porosity and texture, and upon completion of patching, it may be necessary to install an acrylic and/or asphalt emulsion resurfacer to provide a smooth, dense, uniform texture for subsequent acrylic color coatings. Asphalt emulsion products may be used only if approved by the color system manufacturer. Follow the instructions of the surfacing material manufacturer in the application of any resurfacer.
- B. Concrete - Surface preparation should include phosphoric acid etching with a thorough rinsing. Priming and patching should be as recommended by the acrylic surface manufacturer. Based on pavement conditions, porosity and texture, it may be

necessary to install an acrylic resurfacer to provide a smooth, dense, uniform texture for subsequent acrylic color coatings.

### **Coating Materials**

Coating materials should be 100% acrylic emulsions, formulated with acrylic resins, mineral fillers, color fast pigments and approved silica sand. Both filler and finish coats should be fully pigmented, assuring the owner a uniform finish and consistent color throughout. Consult a qualified tennis court contractor, engineer or architect for assistance.

**A. Colored Texture Coats:** Once the surface has been properly prepared and has cured, the next step is the application of the texture materials as recommended by the manufacturer of the color finish system to achieve a uniform texture on the court. Application rates should be expressed in undiluted gallons per square yard.

**B. Color Finish:** The final coat may or may not contain aggregate, depending upon the finish desired. It is recommended that, wherever feasible, the finish coat be applied parallel to the net in the inbounds area. Application rate should be expressed in undiluted gallons per square yard.

**C. Cushion Coat:** Color finish systems may, at the owner's option, include resilient layers. Proper installation in accordance with the manufacturer's recommendations is of prime importance.

Each layer of cushion will improve the final performance and comfort of the court surface. Consult a qualified contractor, engineer or architect to assist in selecting the most appropriate system and the most effective method of application. This will assure the owner of the desired resilience and playing quality.

**Application of the Color Materials:** The coating materials should be installed in multiple applications in the selected and approved colors, so as to form a true, uniform texture and color. Minor aesthetic differences may be seen when viewing the court from different angles and under different light conditions. Application work should be performed by skilled mechanics in a workman-like manner and in accordance with the manufacturer's standard printed instructions. No work should be performed when rain is imminent. Temperature must be 50 degrees Fahrenheit and rising for application. Surface temperatures in excess of 140 degrees Fahrenheit may not allow proper film formation.

**Playing Lines:** Base lines should not be more than 4" wide and playing lines not more than 2" wide, accurately located and marked in accordance with rules of the United States Tennis Association and painted with a paint recommended or approved by the manufacturer of the color finish material. Use of traffic, oil, alkyd, or solvent-vehicle type paint is prohibited. The painting should be done by skilled mechanics in a workman like manner in accordance with the manufacturer's standard printed instructions. At no time should the playing lines or the line dimensions vary more than 1/4" from the exact measurement.

## Hot Mix Asphaltic Concrete Construction

### **Design**

- A. Minimum recommended base course thickness as recommended by geotechnical engineer.
- B. Minimum Recommended Leveling Course Thickness as recommended by geotechnical engineer.
- C. If the asphalt exceeds 2" in total thickness, it should be installed in two lifts.

**Quality Assurance:** For installation of running track and field event hot mix asphalt, utilize only thoroughly trained personnel experienced and familiar with running track and field event paving and with the tolerances required by the appropriate governing body.

**Asphalt:** The following is a typical mix design for example only:

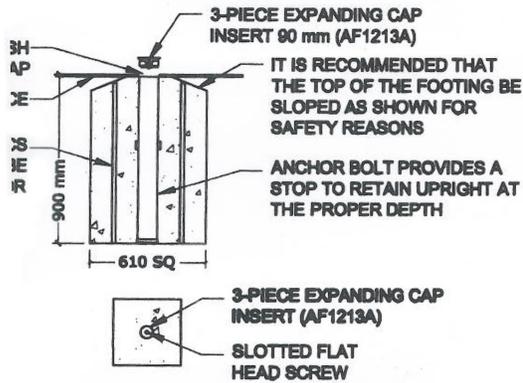
- Thickness: No less than 1"
- Liquid Asphalt or Bitumen: 5.5% by weight (+/- 0.5%).
- Asphalt Penetration or Type: 85 - 100 penetration.
- Aggregate Type: Crushed stone, gravel, shale, limestone, etc. Slag is unacceptable unless other materials cannot be obtained, and then only blast furnace slag is acceptable.

Aggregate Sieve Analysis:

	% Passing
1/2"	100%
3/8"	70 - 80%
1/4"	60 - 80%
No. 4	60 - 70%
No. 8	50 - 70%
No. 12	40 - 60%
No. 16	30 - 50%
No. 30	20 - 40%
No. 50	20 - 30%
No. 100	10 - 20%
No. 200	2 - 6%
Washed	0 - 2%

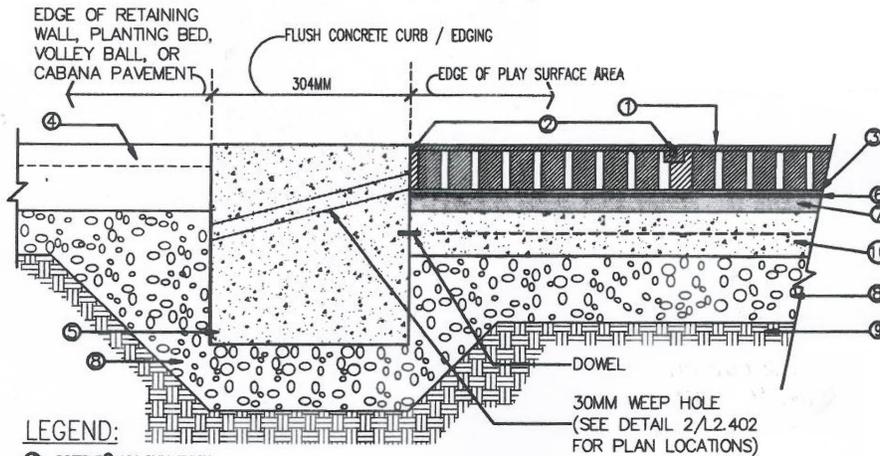
# ATTACHMENT #4 – DRAWINGS

## Softile Section



### BALL NET POST FOOTING

N.T.S.



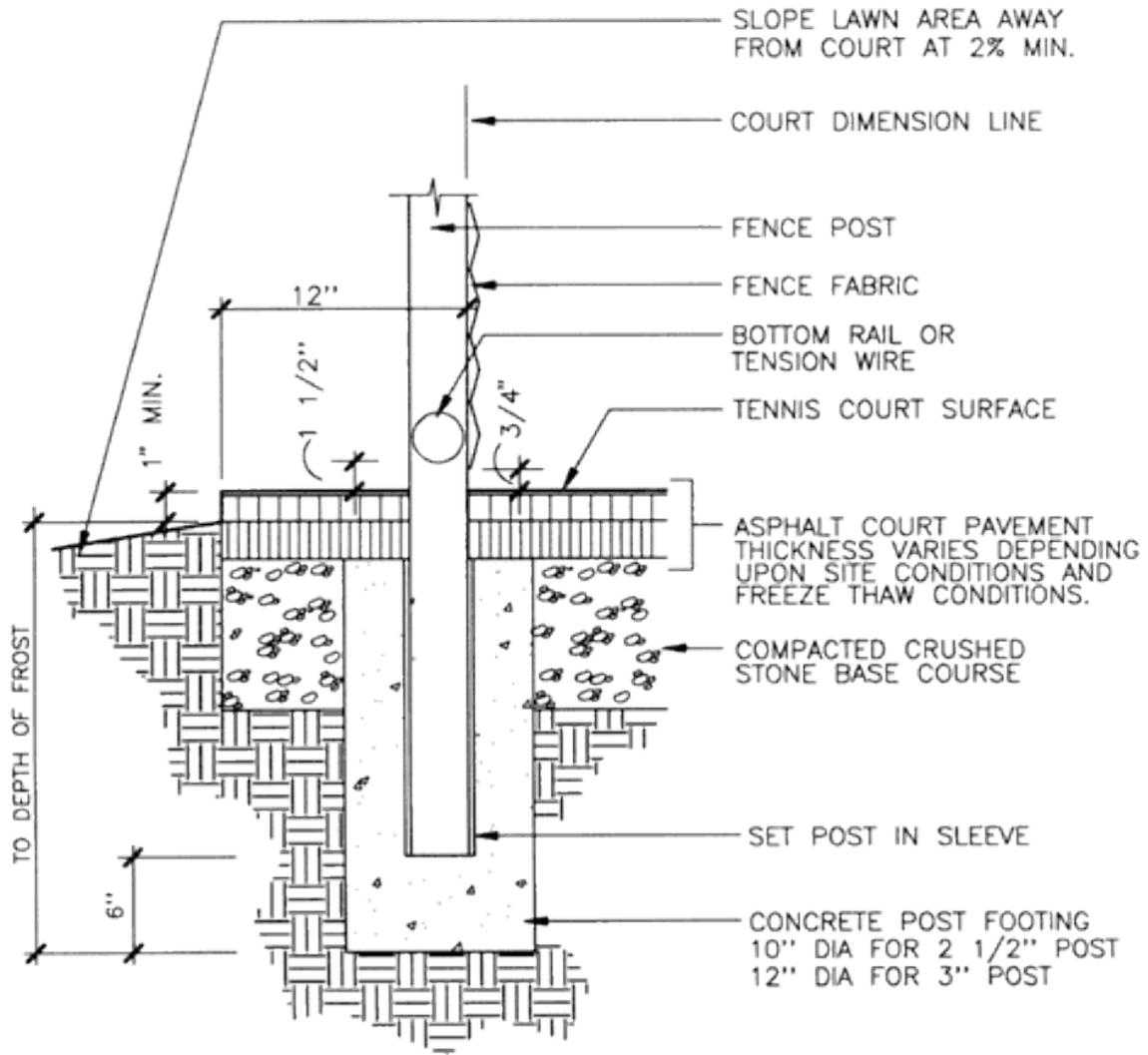
#### LEGEND:

- ① SOFTILE® 101.6MM THICK.
- ② 12.7MM DIAMETER CONTINUOUS BEAD OF SOFTILE® ADHESIVE AT EACH KROSLOCK JOINT & ADJACENT EDGE
- ③ MINIMUM 1.0% SLOPE - 6MM / 300MM.
- ④ ADJACENT PAVING & SUB COURSING AS PER CIVIL (TO BE INSTALLED PRIOR TO PLAY SURFACE INSTALLATION)
- ⑤ 152MM X 305MM CONCRETE CURB/BLOCK W/ 152MM THICK COMPACTED GRANULAR AS PER CIVIL
- ⑥ GEOTEXTILE TERRAFIX 200R (OR EQUIVALENT) OVERLAP BY 300MM AND TAPE JOINTS.
- ⑦ MINIMUM 12MM FINE CRUSHED GRANITE SCREENINGS (AS REQUIRED) TO ACHIEVE A MAX 6MM VARIATION IN GRADE WHEN MEASURED WITH A 3M STRAIGHT EDGE IN ANY DIRECTION.
- ⑧ COMPACTED GRANULAR AS PER CIVIL
- ⑨ COMPACTED AS PER CIVIL
- ⑩ 101.6MM CONCRETE BASE W/REINFORCING

#### NOTES:

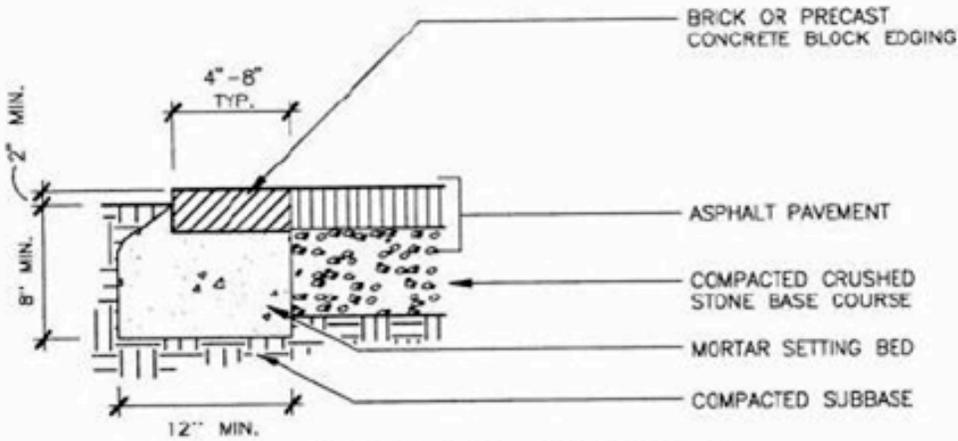
1. ENSURE SUBSOIL DRAINS TOWARDS PERFORATED DRAIN TILE.
2. INSTALL PERFORATED DRAIN TILE AT 4.8M ON CENTER AS WELL AS AROUND THE PERIMETER OF THE SOFTILE® INSTALLATION. DRAIN TO NEAREST STORM COLLECTION SYSTEM. SURROUND CLEAR STONE WITH GEOTEXTILE TERRAFIX 200R TO PREVENT OBSTRUCTION.
3. BACK FILL AROUND PERFORATED DRAIN TILE WITH 20MM CLEAR STONE TO 150MM RADIUS AROUND TILE.

# Section Extended Apron at Asphalt Court Edge

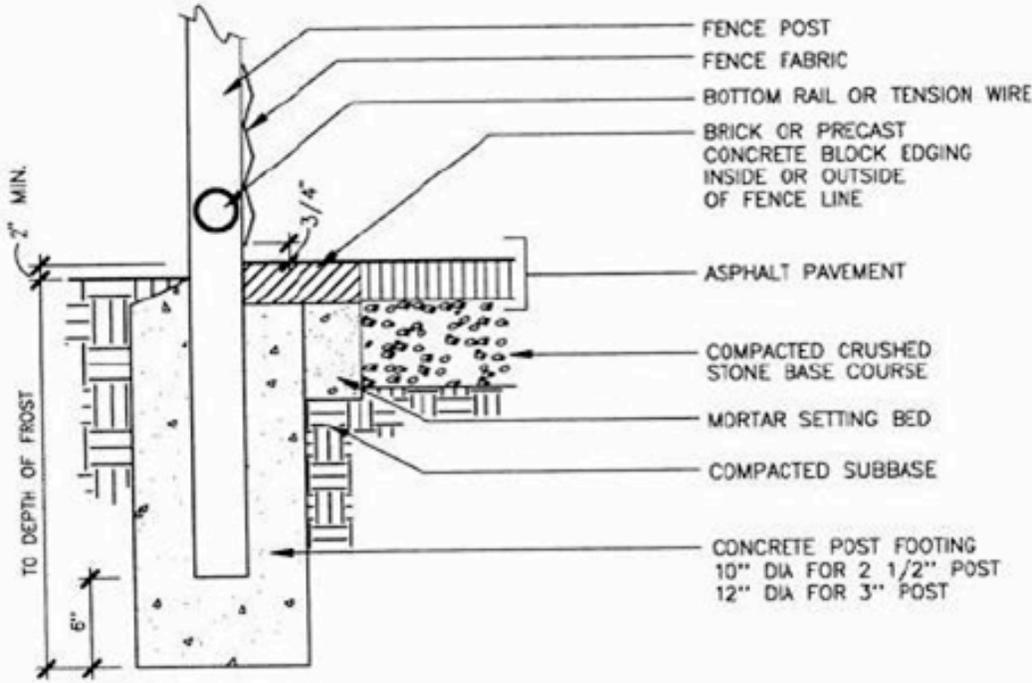


**SECTION EXTENDED APRON  
AT ASPHALT COURT EDGE**  
NOT TO SCALE

# Typical Asphalt Court Sections



SECTION ASPHALT COURT EDGING



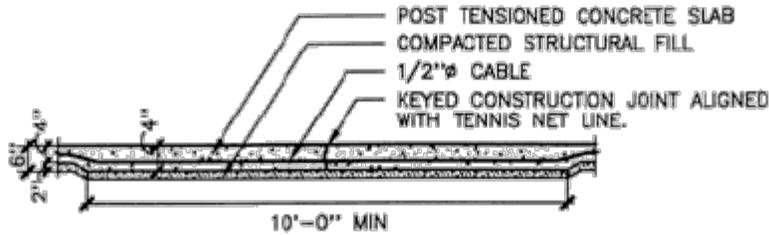
SECTION ASPHALT COURT EDGING AT FENCE POST

## TYPICAL ASPHALT COURT EDGING WITH BRICK OR CONCRETE BLOCK

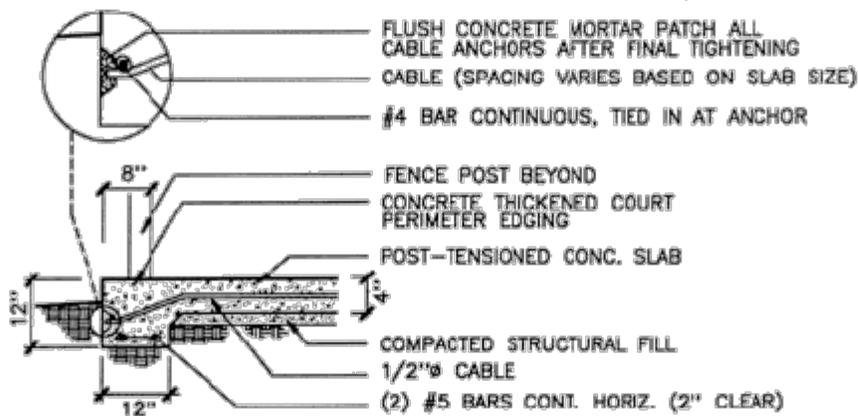
NOT TO SCALE



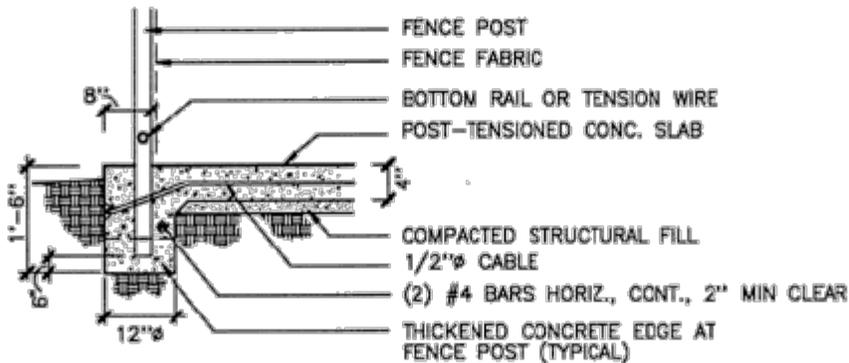
## Post-Tensioned Concrete Court Pavement



SECTION KEY JOINT AT NET LINE



SECTION THICKENED COURT EDGE

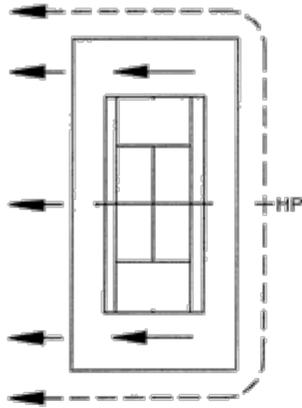


SECTION THICKENED COURT EDGE AT FENCE POST

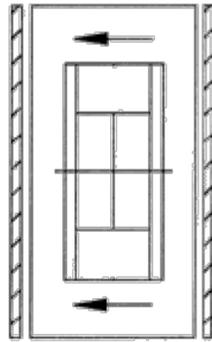
## TYPICAL SECTIONS POST-TENSIONED CONCRETE COURT PAVEMENT

NOT TO SCALE

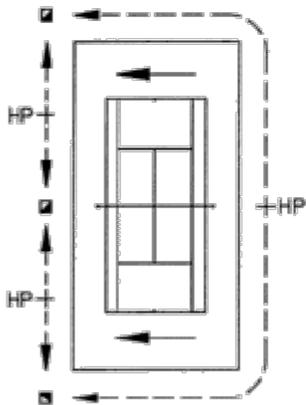
## Typical Drainage Pattern for One Tennis Court



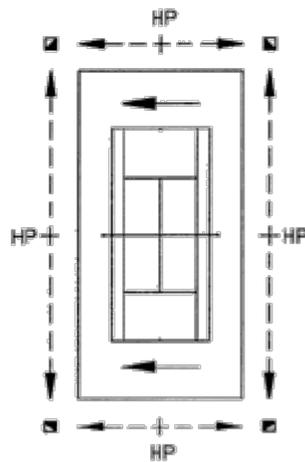
LAWN SWALES



TRENCH OR  
INTERCEPTOR DRAINS



LAWN SWALES AND  
CATCH BASINS

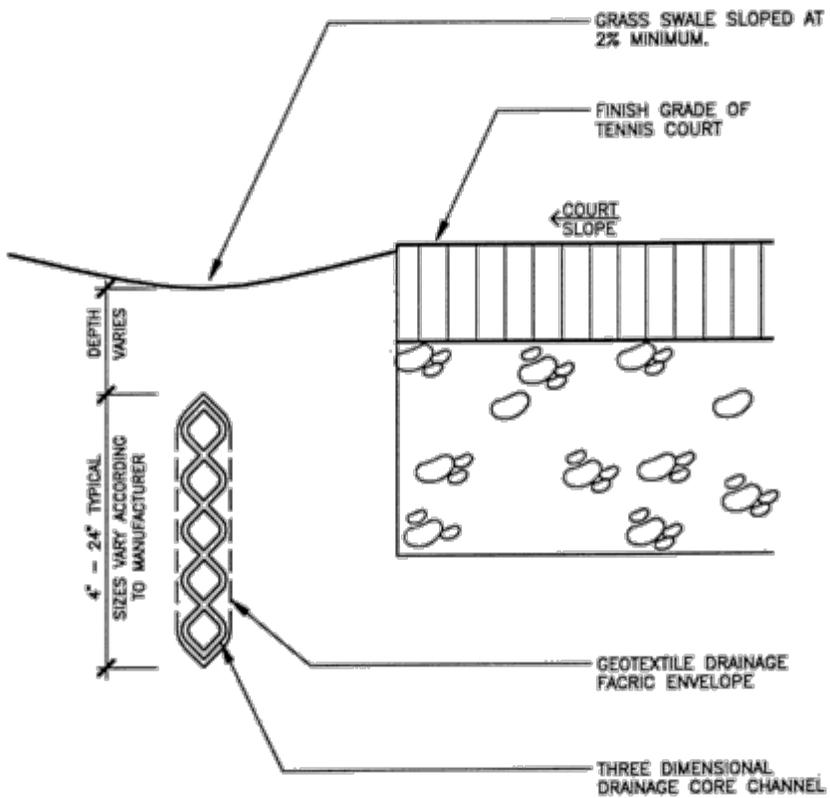


LAWN SWALES AND  
CATCH BASINS

### TYPICAL DRAINAGE PATTERNS FOR ONE TENNIS COURT

NOT TO SCALE

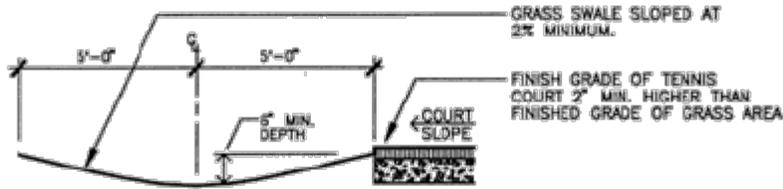
# Rockless or Geocomposite Drain at Court Edge:



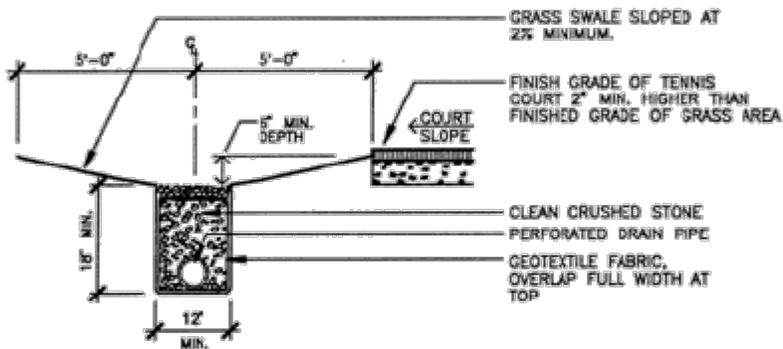
## ROCKLESS OR GEOCOMPOSITE DRAIN AT COURT EDGE

NOT TO SCALE

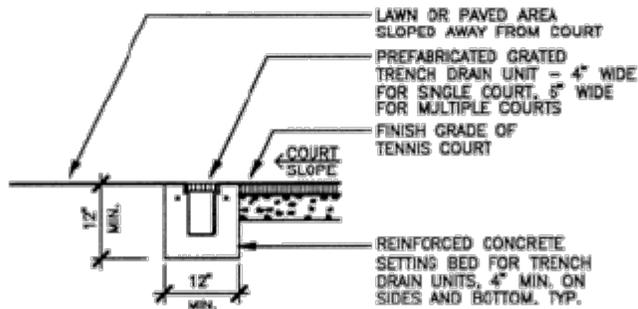
## Surface Drainage at Court Edges



SECTION GRASS DRAINAGE SWALE  
AT EDGE OF TENNIS COURT  
(OPEN TYPE DRAIN SYSTEM)



SECTION GRAVEL TRENCH DRAIN  
AT EDGE OF TENNIS COURT  
(COMBINATION TYPE DRAIN SYSTEM)



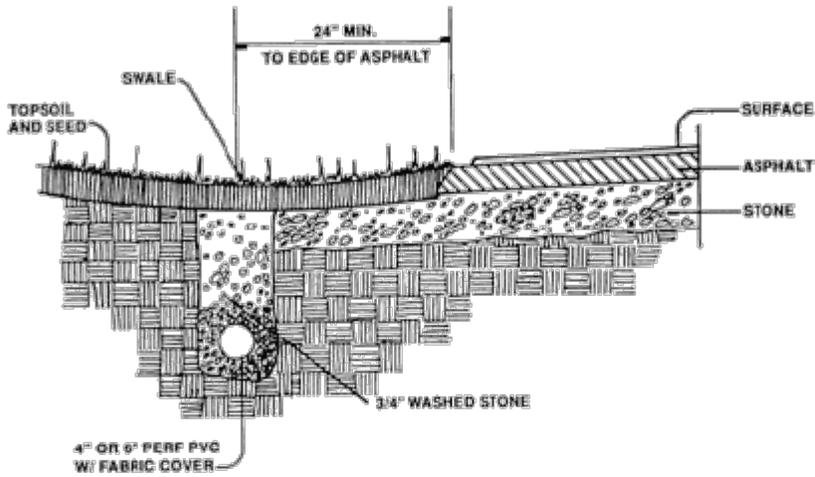
SECTION GRATED TRENCH DRAIN  
AT EDGE OF TENNIS COURT  
(CLOSED TYPE DRAIN SYSTEM)

## SURFACE DRAINAGE AT COURT EDGES

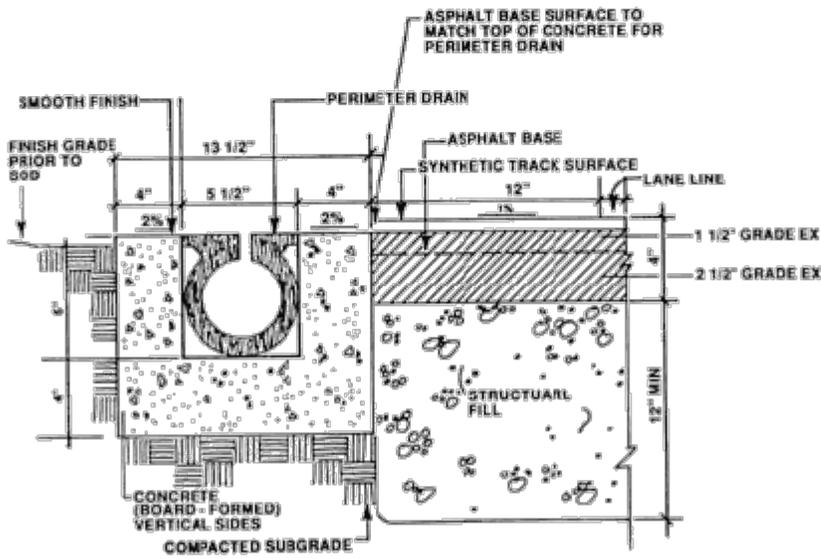
NOT TO SCALE

# Surface Drainage Tracks

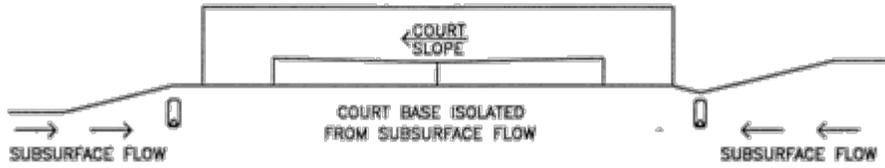
## PERIMETER DRAIN



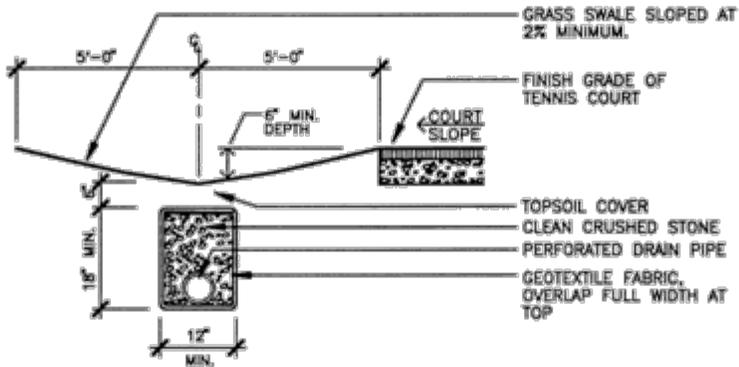
## INTEGRAL CURB / DRAIN



# Subsurface Drainage at Court Edges



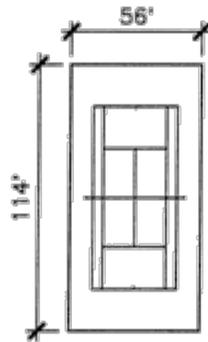
TYPICAL SUBSURFACE DRAIN LOCATION



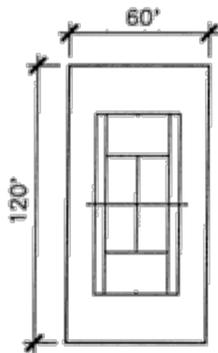
SECTION GRAVEL TRENCH DRAIN AT EDGE OF TENNIS COURT

## SUBSURFACE DRAINAGE AT COURT EDGES NOT TO SCALE

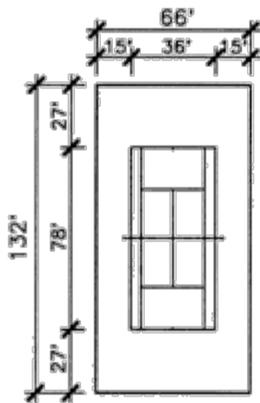
## Typical Single Court Layout Plans



MINIMUM COURT SIZE  
(IN ACCORDANCE WITH I.T.F  
REGULATIONS—NOT RECOMMENDED)



RECOMMENDED  
MINIMUM COURT SIZE



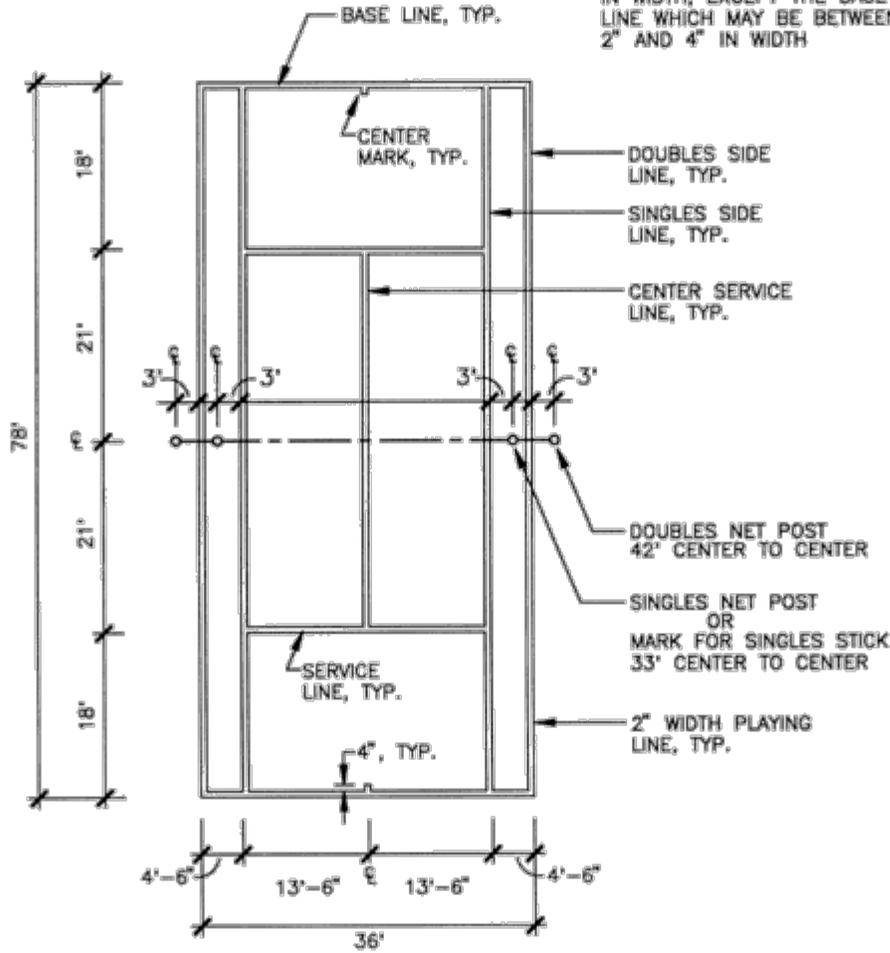
STADIUM COURT  
(AS RECOMMENDED FOR DAVIS CUP  
WORLD GROUP AND FEDERATION CUP  
MAIN DRAW EVENTS)

## TYPICAL SINGLE COURT LAYOUT PLANS

NOT TO SCALE

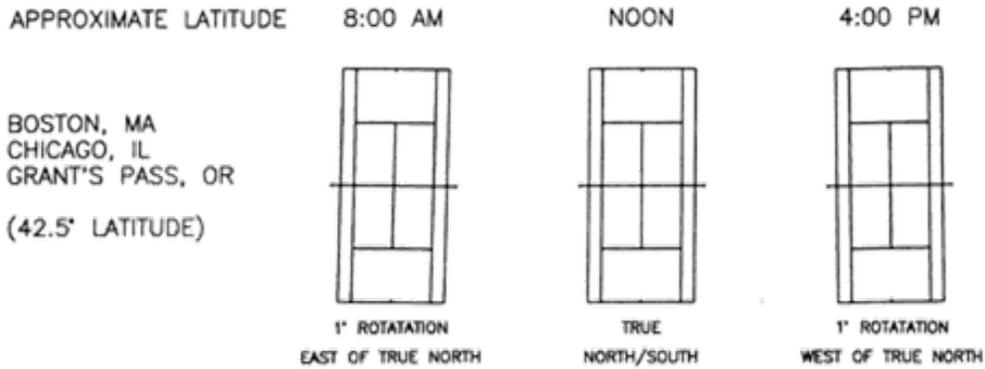
# Tennis Court Playing Line Layout Plan

NOTES:  
 ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF LINES.  
 ALL PLAYING LINES ARE 2" IN WIDTH, EXCEPT THE BASE LINE WHICH MAY BE BETWEEN 2" AND 4" IN WIDTH

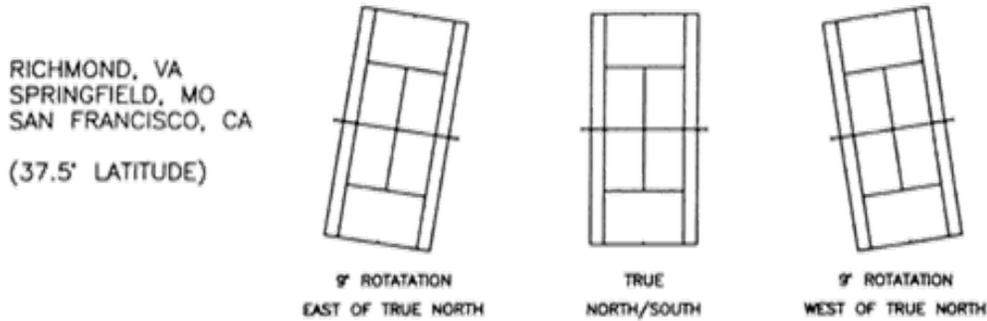


**TENNIS COURT  
 PLAYING LINE LAYOUT PLAN**  
 NOT TO SCALE

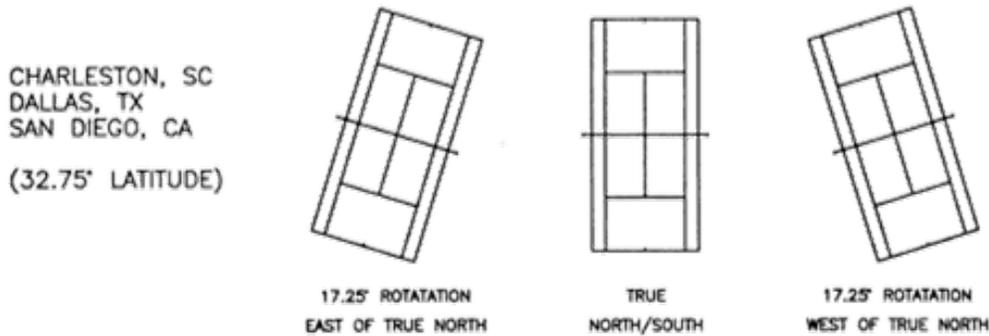
# Tennis Court Orientation



## NORTHERN UNITED STATES LOCATIONS



## CENTRAL UNITED STATES LOCATIONS



## SOUTHERN UNITED STATES LOCATIONS

# TENNIS COURT ORIENTATION

NOT TO SCALE