

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2, CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP JOB ORDER	(AUG 1989)
	ALTERNATE I	(AUG 1984)
52.242-15	F.O.B. DESTINATION WITHIN CONSIGNEE'S PREMISES	(AUG 1984)

**F.2 DELIVERY SCHEDULE**

For the purpose of this letter contract deliveries are completion of job orders. As such, each delivery date will be definitized through the negotiation of each job order.

**F.3 PERIOD OF PERFORMANCE**

- (a) The letter contract shall be definitized within 30 days after the date of the letter contract or before completion of 40 percent of the work to be performed, whichever occurs first.
- (b) The period of performance for this contract is from award through 12/31/2004.

**F.4 PERFORMANCE STANDARDS**

Evaluation of the Contractor's overall performance will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. Standards of the infrastructure reconstruction/construction, rehabilitation, repair and/or upgrading shall be in accordance with internationally accepted standards for the type of work undertaken and/or equipment furnished. The Contractor will ensure that its subcontracts require the applicable standards as well any directed by the CTO, and that work is completed in compliance with those standards.

**F.5 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of reports in Section I and the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G.3.

- (i) Approximately 60 Assessments conducted;
- (ii) Approximately 36 implementation plans prepared and submitted;
- (iii) Up to 5 airports rehabilitated/reconstructed/repaired/upgraded;

- (iv) Umm Qasr port dredged, rehabilitated, reconstructed, repaired, and/or upgraded;
- (v) 15% of high voltage and low voltage distribution network repaired;
- (vi) Up to 110 substations repaired;
- (vii) Up to 10 generation facilities rehabilitated;
- (viii) Approximately 2000 kilometers of hard surface and gravel roads repaired/rehabilitated/reconstructed;
- (ix) Up to 100 destroyed or damaged bridges rehabilitated/reconstructed/repared/upgraded;
- (x) Critical track bed sections, rail bridges, stations, locomotives, rolling stock and other essential railway infrastructure repaired to basic functioning levels (locations, quantity and type to be determined);
- (xi) Up to 45 urban water systems repaired and in good operational condition;
- (xii) Up to 45 municipal solid waste disposal systems established and environmentally sound;
- (xiii) Up to 10 urban waste water collection systems repaired and treatment restored to at least primary treatment;
- (xiv) To be determined number of small towns' and villages' water, waste water and solid waste systems established, restored, repaired, rehabilitated, and/or reconstructed and in good operational condition and environmentally sound;
- (xv) To be determined number of sites in Southern Iraq provided with potable water;
- (xvi) Up to 1000 kilometers of irrigation and drainage canals clean or rehabilitated;
- (xvii) Up to 400 flow control structures repaired or reconstructed;
- (xviii) Approximately 100 general hospitals reconstructed, repaired, rehabilitated or upgraded;
- (xix) Approximately one referral hospital in each major city reconstructed, repaired, rehabilitated or upgraded;
- (xx) To be determined number of Ministry of Health buildings reconstructed, repaired, rehabilitated or upgraded;
- (xxi) Approximately 6000 schools reconstructed, repaired, rehabilitated or upgraded;
- (xxii) To be determined number of Ministry of Education buildings reconstructed, repaired, rehabilitated or upgraded;
- (xxiii) Technical Assistance provided to build local capacity for effective operations and maintenance of electric power system, roads, bridges, railroad infrastructure, potable water and waste water treatment facilities, solid waste management services, school, hospitals, health clinics, and selected Ministry of Health and Education buildings; and
- (xxiv) Restructuring and reforms roadmaps developed to identify future longer term needs and investments to sustain the operations of the Umm Qasr port, airports, roads, bridges, rail networks, water, wastewater, solid waste water management systems, schools, hospitals, clinics, and selected Ministry of Health and Education buildings, and irrigation systems.

**F.6 PROGRESS REPORTING REQUIREMENTS**

1) Monthly Progress Reports:

The Contractor shall submit five (5) copies of a monthly progress report to the CTO not later than the tenth working day following the end of the month. The report shall, as a minimum requirement, include the following:

Executive Summary of current activities. Presentation of Job Order problem areas with recommendations for resolving these problems and corresponding schedules for their resolution. Problems requiring USAID intervention should be highlighted. Anticipated activities for the coming month. Presentation of progress accomplished versus progress scheduled. When appropriate, a discussion is to be included for any significant, potential or actual, slippage in schedule and the steps being taken to avoid or make recovery. Subject reports shall be supported, as required, by tables, charts, financial information, selected photographs, or other information that will contribute to a concise, yet comprehensive report.

2) Quarterly Progress Reports:

The Contractor shall submit Quarterly Progress Reports to the CTO not later than fifteen (15) days following the end of the reporting period. Quarterly Progress Reports shall be similar in format to the Monthly Progress Reports, but shall not be in as great detail.

3) Monthly Financial Summary:

The Contractor shall submit monthly financial summaries for their contract and each subcontract showing disbursements and accruals to-date, budget estimate, subcontract obligation, change orders, anticipated change orders and estimated cost to complete. The Monthly Financial Summaries shall be submitted to the CTO and Contracting Officer not later than the tenth working day following the end of the month.

**F.7 LEVEL OF EFFORT**

The contractor shall devote TBD person-days level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. Once the level of effort has been fully expended, this contract is complete.

**F.8 KEY PERSONNEL**

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
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(b) (6)

(b)(6)

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. There shall be no replacement of personnel without the written consent of the Contracting Officer.

#### F.9 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse  
1611 N. Kent Street, Suite 200  
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100  
Fax Number 703-351-4039  
E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org)  
<http://www.dec.org>

**F.10 CONSTRUCTION AND CONSTRUCTION RELATED SERVICES****F. 10.1 DESIGN AFTER AWARD****F.10.1.1 General**

These requirements apply when a Job Order includes Design-Build services to produce or complete a construction design.

**F.10.1.2 Fast Track**

The Contractor may use the "fast track" method for the design and construction of the project, unless otherwise restricted in the Job Order.

**F.10.1.3 Design Ordering**

The Job Order will designate the minimum number and composition of design submittal phases. The Contractor shall then schedule the number and composition of the design submittal phases. A maximum of 10 design submittals may be submitted for each design stage. Design submittals may be required at the preliminary (50%) and final (95%) design stages and at the design complete stage. The requirements of each design stage will be indicated in the underlying Job Order. The Contractor shall reflect the number and contents of the design submittal phases in the progress charts. The Contractor shall not perform any construction work until the 95% comments for each submittal have been incorporated into the design, unless specifically authorized by the CTO.

**F.10.1.4 Design Pre-Work Conference**

As part of the Pre-work Conference conducted after award of the Work Order, the USAID CTO as well as other technically qualified representatives of the US Government and the Contractor shall review the design submission and review procedures specified in the Work Order. They will also discuss the preliminary design schedule and provisions for phase completion of the Design documents and material submittals with construction activities (fast tracking). Appropriate USAID Design Review personnel and other key personnel will attend the conference.

**F.10.1.5 Design Schedule**

Unless otherwise provided for in the Job Order (JOB ORDER), within 10 days of issuance of the JOB ORDER the Contractor shall submit for approval a complete design schedule with all submittals and review times indicated in calendar dates. The Contractor shall update this schedule monthly. If a submittal date will not be met, the Contractor shall notify the CTO, in writing, one (1) week prior to the scheduled submittal date. Failure to do so will increase the Government review time by seven (7) days.

**F.10.1.6 Progress Charts**

As part of the contract requirement for preparation of the Design and Construction Schedule, the Contractor shall include submission of a design progress chart to the CTO. This portion of the schedule shall show, as a percentage of the total design price, the various items included in the design and the order in which the Contractor proposes to carry on the work, with dates on which he will start the features of the work and the contemplated dates for completing same. Significant milestones, such as review submittals, shall be annotated. The Contractor shall assign

sufficient technical, supervisory and administrative personnel to insure the prosecution of the work in accordance with the progress schedule.

The Contractor shall correct the progress schedule at the end of each month and shall deliver two copies to the Contracting Officer. Inasmuch as monthly partial payments to the Contractor are based to a large extent on the progress schedule, the Contractor must make realistic monthly corrections to the best of its ability.

#### **F.10.1.7 Delivery Of Submittals**

Deliver all submittals to the Government during design and construction electronically and in hard copy, unless otherwise indicated in each Job Order. Each submittal shall include a transmittal letter, indicating the date, design percentage, type of submittal, list of items submitted, transmittal number and point of contact with telephone number.

#### **F.10.1.8 Government Review Comments**

For each design review submittal, the CTO will furnish the Contractor comments from USAID and from other concerned agencies involved in the review process. The review will be for conformance with the technical requirements of the Job Order. Unless otherwise provided for in the Job Order, the Government will take, after receipt, fourteen (14) days to review and comment on each 50% design submittal and twenty-one (21) days to review and comment on each 95% design submittal, except as noted below. If the Contractor disagrees technically with any comment or comments and does not intend to comply with the comment, he must clearly outline, with ample justification, the reasons for noncompliance within five (5) days after receipt of these comments in order that the comment can be resolved. The Contractor shall furnish disposition of all comments, in writing, with the next scheduled submittal. The Contractor is cautioned in that if he believes the action required by any comment exceeds the requirements of this contract, that he should take no action and notify the CTO and Contracting Officer in writing immediately. Review conferences will be held for each design submittal at a location designated by the CTO. The Contractor shall bring the personnel that developed the design submittal to the review conference. These conferences will take place the week after the Government review period.

#### **F.10.1.9 Drawings**

When required by the Job Order, prepare all drawings on Computer-Aided Design and Drafting (CADD) so that they are well-arranged and placed for ready reference and so that they present complete information. **If CADD is not required by a Job Order, provide full-size and/or half-size drawings, as dictated in the Job Order.** Prepare the drawings with the expectation that the USAID, in the role of supervision, will be able to construct the facility without any additional assistance from the Contractor. Drawings shall be complete. Unnecessary work such as duplicate views, notes and lettering, and repetition of details shall not be permitted. Do not show standard details not applicable to the project, and minimize unnecessary wasted space. Do not include details of standard products or items which are adequately covered by specifications on the drawings. Detail the drawings such that conformance with the JOB ORDER can be checked and to the extent that shop drawings can be checked. Do not use shop drawings as design drawings. The design documents shall consist of drawings on a 24" x 36" format. Submit an index of drawings

with each submittal. The Contractor will furnish the Contractor file, drawing and specification numbers and CADD file names for inclusion in the title blocks of the drawings.

Submit all Design Complete CADD files on CD ROM.

Unless otherwise stated in the Job Order, building drawings shall consist of 1/8" scale minimum floor plans. Draw elevations to a 1/8" scale and other visual information as required. Draw building wall sections at a minimum of 3/8" scale.

Use a minimum scale of 1" = 30' for the site and exterior utility drawings, unless otherwise indicated. Use one drawing sheet for the overall site plan for this project.

#### **F.10.2 SURVEYING & MAPPING**

##### **F.10.2.1 General:**

When included in the Job Order, the Contractor shall provide any necessary land surveys. All land surveying and mapping shall be accomplished under the direction of a Registered Land Surveyor. Construction layout surveys may be accomplished by qualified survey personnel other than a registered surveyor, but any benchmarks or control surveys must be performed by a registered surveyor.

The Contractor shall complete and submit with field books, the field adjustment computation sheets. Also furnish a sketch of the traverse in an 8 1/2" x 11" sheet of paper, showing the proper orientation of the traverse.

##### **F.10.2.3 Mapping Accuracy Requirements:**

The mapping shall meet the minimum standards for control surveys, National Map Standards as described in the Survey Manual.

##### **F.10.2.4 Submittals:**

Deliver the following items upon the completion of surveying and mapping:

- Field books and adjusted computation sheets.
- Sketch of traverse (8 1/2 x 11).
- Station descriptions.
- Completed Survey Drawings
- Tabulated listing of core drill hole positions.
- GPS log sheets.
- Satellite range data observations diskettes.
- Baseline processing sheets.

#### **F.10.3 CODES AND CONSTRUCTION STANDARDS**

Design and construction shall be in accordance with internationally recognized building and safety codes, ordinances and standards applicable to the project site as listed in section E.4.

#### **CONTRACTOR QUALITY CONTROL (CQC)**

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system

shall consist of plans, procedures, and organization necessary to produce an end product which complies with the Job Order/contract requirements. The system shall cover all construction and design operations, both onsite and offsite, and shall be keyed to the proposed construction or design-construction operations sequence. The project superintendent will be held responsible for the quality of work on the Work and is subject to removal by the CTO for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the on-site individual with the responsibility for the overall management of the project including quality and production.

#### **F.10.4 QUALITY CONTROL PLAN**

##### **F.10.4.1 General**

The Contractor shall furnish for review by the Government, not later than 30 days after contract award, the CQC Plan proposed for the overall contract (Generic Plan). A Job Order specific plan, supplementing the Generic Plan, will be submitted within 10 days after issuance of a Job Order. Both plans will implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, controls, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance by the Government of the CQC Plan or acceptance by the Government of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance by the Government of a CQC Plan or another interim plan containing the additional features of work to be started.

##### **F.10.4.2 Content of the CQC Plan**

The CQC Plan shall include, as a minimum, the following to cover all construction or design-construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

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



(iv) Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.

(v) Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the CTO.) Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

(vi) Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

(vii) Reporting procedures, including proposed reporting formats

(viii) A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It can be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

#### **F.10.4.3 Acceptance of Plan**

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified. Subsequent Job Orders will operate in accordance with the approved overall plan, except as approved modifications are necessary for subsequent Job Orders.

#### **F.10.4.4 Notification of Changes**

After acceptance of the CQC Plan, the Contractor shall notify the CTO in writing of any proposed change. Proposed changes are subject to acceptance by the CTO.

### **F.10.4 QUALITY CONTROL ORGANIZATION**

#### **F.10.4.1 General**

The requirements for the CQC organization include a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the CTO.

## CQC Staff

Following are the minimum requirements for the CQC staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during construction. The actual strength of the CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the Contractor will provide additional staff, depending upon the requirements of the particular Job Order. **Staffing requirements will be included in the requests for each Job Order.** This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality design and construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the CTO. The Contractor shall maintain his CQC staff at full strength at all times as required for each Job Order. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the CTO for acceptance.

### (i) CQC System Manager

The Contractor shall identify as CQC System Manager an individual within their organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 2 years construction experience on construction similar to this contract, or a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and will be employed by the prime Contractor. **The CQC System Manager may have duties as project superintendent or site supervisor in addition to quality control, unless prohibited by the Job Order.** An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager.

### (ii) CQC Personnel

If specifically required by a Job Order, in addition to the CQC Manager, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager. These individuals may be directly employed by the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties, but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

### Experience Matrix

<u>Area</u>	<u>Qualifications</u>
a. Civil:	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 years related experience

- b. Mechanical: Graduate Mechanical Engineer with 2 years experience or person with 5 years related experience
- c. Electrical: Graduate Electrical Engineer with 2 years related experience or person with 5 years related experience
- d. Structural: Graduate Structural Engineer with 2 years experience or person with 5 years related experience
- e. Architectural: Graduate Architect with 2 years experience or person with 5 years related experience
- f. Environmental: Graduate Environmental Engineer with 3 years experience
- g. Concrete: Materials Technician with 2 years experience Pavements and for the appropriate area Soils

#### **F.10.5 TESTS**

##### **F.10.5.1 Testing Procedure**

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product that conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a USAID approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the CTO, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility shall be provided directly to the CTO. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

**F. 10.5.2 Testing Laboratories****F.10.5.2.1 Capability Check**

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329. If the selected laboratory fails the capability check, the Contractor will be assessed a charge for inspection to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

**F.10.5.2.2 On-Site Laboratory**

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

**F.10.5.2.3 Furnishing or Transportation of Samples for Testing**

Costs incidental to the transportation of samples or materials will be included in the Job Order Price borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to a commercial laboratory, as directed by the CTO, or as specified in the Job Order.

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.