

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

|   |   |  |  |
|---|---|--|--|
| 1. DATE OF ORDER<br><b>JUL 31 2006</b>        | 2. CONTRACT NO. (If any)<br>NRC-10-06-440 | 6. SHIP TO:  |  |
| 3. ORDER NO.<br>T001                          | MODIFICATION NO.                          | a. NAME OF CONSIGNEE<br>U.S. Nuclear Regulatory Commission<br>Attn: William Harris |  |
| 4. REQUISITION/REFERENCE NO.<br>10-06-440T001 |   | b. STREET ADDRESS<br>Mail Stop T7D24   |  |

|   |  |                       |                |                      |
|---|--|-----------------------|----------------|----------------------|
| 5. ISSUING OFFICE (Address correspondence to)<br>U.S. Nuclear Regulatory Commission<br>Div. of Contracts<br>Attn: Jeff McDermott<br>Mail Stop T-7-I-2<br>Washington, DC 20555 |  | c. CITY<br>Washington | d. STATE<br>DC | e. ZIP CODE<br>20555 |
|---|--|-----------------------|----------------|----------------------|

|  |  |                  |  |
|--|--|------------------|--|
| 7. TO:   |  | f. SHIP VIA      |  |
| a. NAME OF CONTRACTOR<br>MCA CONSTRUCTION, INC |  | 8. TYPE OF ORDER |  |

|                                     |                |  |  |
|-------------------------------------|----------------|--|--|
| b. COMPANY NAME                     |                | <input type="checkbox"/> a. PURCHASE<br><input checked="" type="checkbox"/> b. DELIVERY  |  |
| c. STREET ADDRESS<br>3106 COLVIN ST |                | Reference your _____<br>Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. |  |
| d. CITY<br>ALEXANDRIA               | e. STATE<br>VA | f. ZIP CODE<br>223144503   |  |

|   |  |   |  |
|---|--|---|--|
| 9. ACCOUNTING AND APPROPRIATION DATA<br>31X0200 B&R: 640155A1303 BOC:252A JCN:X2316 OBL: \$262,300.00<br>DUNS Number: 009047791 |  | 10. REQUISITIONING OFFICE ADM<br>OFFICE OF ADMINISTRATION |  |
|---|--|---|--|

|   |  |  |  |  |
|---|--|--|--|--|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) |  |  | 12. F.O.B. POINT<br>Destination                            |  |
| <input checked="" type="checkbox"/> a. SMALL            | <input type="checkbox"/> b. OTHER THAN SMALL | <input checked="" type="checkbox"/> c. DISADVANTAGED           | <input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED |  |
| <input type="checkbox"/> d. WOMEN-OWNED                 | <input type="checkbox"/> e. HUBZone          | <input checked="" type="checkbox"/> f. EMERGING SMALL BUSINESS |  |  |

|               |                                |                        |  |  |  |                           |  |
|---------------|--------------------------------|------------------------|--|--|--|---------------------------|--|
| 13. PLACE OF  |                                | 14. GOVERNMENT B/L NO. |  | 15. DELIVER TO F.O.B. POINT<br>ON OR BEFORE (Date) |  | 16. DISCOUNT TERMS<br>N/A |  |
| a. INSPECTION | b. ACCEPTANCE<br>Rockville, MD |                        |  |  |  |                           |  |

| 17. SCHEDULE (See reverse for Rejections) |   |                         |             |                   |               |                          |  |
|---|---|-------------------------|-------------|-------------------|---------------|--------------------------|--|
| ITEM NO.<br>(A)                           | SUPPLIES OR SERVICES<br>(B)   | QUANTITY ORDERED<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) | QUANTITY ACCEPTED<br>(G) |  |
| 0001                                      | <p>The contractor is to furnish all labor and materials necessary to complete the EMF shielding work in accordance with the Attachment #1 Statement of Work and drawing.</p> <p>All work shall be completed within 8 weeks of Notice to Proceed</p> <p>Alternate Project Officer for T001:<br/>Steven Griffin<br/>(301)415-6686</p> <p>Clauses H.3 Notice of Required Performance Security and H.4 Notice of Required Payment Security are applicable to this task order</p> <p><i>MUKC.I</i><br/>MCA Signature</p> | 1                       | LT          | 262,300.00        | \$262,300.00  |                          |  |

|                                     |  |                |                           |  |                 |  |                           |
|-------------------------------------|--|----------------|---------------------------|--|-----------------|--|---------------------------|
| SEE BILLING INSTRUCTIONS ON REVERSE | 18. SHIPPING POINT   |                | 19. GROSS SHIPPING WEIGHT |  | 20. INVOICE NO. |  | 17(h) TOTAL (Cont. pages) |
|                                     | 21. MAIL INVOICE TO:   |                |                           |  |                 |  |                           |
|                                     | a. NAME<br>U.S. Nuclear Regulatory Commission<br>Payment Team, Mail Stop T-9-H-4 |                |                           |  |                 |  |                           |
|                                     | b. STREET ADDRESS (or P.O. Box)<br>Attn: NRC-10-06-440 T001                      |                |                           |  |                 |  |                           |
|                                     | c. CITY<br>Washington  | d. STATE<br>DC | e. ZIP CODE<br>20555      |  | \$262,300.00    |  | 17(i). GRAND TOTAL        |

|  |   |
|--|---|
| 22. UNITED STATES OF AMERICA<br>BY (Signature)<br><i>Phyllis Bower</i> | 23. NAME (Typed)<br>Phyllis Bower<br>Contracting Officer<br>TITLE: CONTRACTING/ORDERING OFFICER |
|--|---|

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 3/2005)  
PRESCRIBED BY GSA FAR 48 CFR 53.213

ADM002

**DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT**

**A.1 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## STATEMENT OF WORK

### BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) White Flint Headquarters Complex (WFC) is located at 11545 and 11555 Rockville Pike, Rockville, Maryland, 20852-2738. In order to support an immediate need to substantially increase the workforce size, the Office of Administration (ADM) has established a Space Optimization Program to create new WFC workstations and offices. The Interior construction services needed include the demolition, shielding installation, floor repair, and drywall installation of the needed space to support this project.

### OBJECTIVES

The objective of this requirement is to have a qualified Contractor perform demolition of existing walls, installation of shielding, leveling of the floor ready for carpet, and drywall installation, taped and finished ready for paint in the OWFN P1 old supply store.

Upon completion of the work, all space within the shielded area shall have EMF readings at or below 10 milligauss.

### SCOPE OF WORK

#### Task: Demolition of space

Remove existing drywall only around all perimeter walls (2,133 ) square feet, Remove existing interior walls (819) Square feet completely, Disconnect existing electrical circuits and fire alarm annunciator. Remove all waste from the site and clean the area to make ready for shielding.

#### Task: Installation of shielding

Install EMF Shielding per the attached drawing. Based on close proximity to the EMF sources use of special Ultra-Low-Carbon-Steel (ULCS) in 1/4" thick layers as indicated on the annotated attached drawing. Based on magnetic field intensity at floor level, the area will be covered with one to three layers of ULCS. The columns will also be enclosed with one to three layers of ULCS to a height of 8' where indicated to eliminate the effects of "openings" in the floor shield. While the dual-layer section covers the main secondary cables and major distribution equipment, the triple layer is required for the highest fields. Contractor will provide a temporary exhaust system to the exterior of the building during the welding process. NRC will provide fire alarm support as needed.

- provide a pre installation visit with the Installation Supervisor to confirm all measurements and discussion on area preparation requirements;
- engineering and programming of all ULCS components;
- Provide a detailed Shop Drawing indicating the sizes and location of all ULCS components, installation materials, and pre-installation requirements;
- fabricate and deliver the ULCS components to the job site, and staging by The Installation team;
- installation of shield by the Team (a working Supervisor plus two others), including all labor and supplies;

- provide testing and report of the shield performance after installation is completed. Shielding engineering and installation to meet this requirement are the sole responsibility of the contractor.

**General Work Schedules:**

All work performed must not cause disruptions to NRC operation or staff.

The working hours for drywall demolition are after 6:00 p.m. and weekends

The working hours for shielding installation are between 7:30 a.m. to 6:00 p.m. Monday through Friday, for a three week period.

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Any proposed changes to these working hours shall be requested by the Contractor and approved by the Project Officer or Alternate Project Officer prior to commencement of the work.

**GENERAL CONDITIONS**

**Standards of Conduct:**

The Contractor shall be responsible for maintaining satisfactory standards of employee conduct and integrity during the performance of this contract.

**Accessibility and Recording Presence:**

The facility may be occupied during the performance of the work. The Contractor shall be expected to coordinate his work with others using the premises and other contractors.

The Contractor shall submit in writing, all names, date of birth, and social security numbers of personnel scheduled to work on the site prior to gaining access to the WFC. Each contract employee shall sign in when reporting for work each day and when leaving at the end of the day. The NRC Form 205 will be used for this period and is located at the Security Station in the lobby of One and/or Two White Flint North. Contractor access badges shall be worn in such a manner that is clearly visible at all times when workers are within the building. Badges cannot be taken from the building when leaving for any reason. The Government reserves the right to deny access to the building and terminate access to Contractor employees, as it deems appropriate, which would be in the best interest of the Government.

**Site Investigation and Conditions at the Work Site:**

It shall be the responsibility of the Contractor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done. The Contractor shall verify all information shown on the drawings (if applicable) at no additional cost to the Government. Failure to do so will in no way relieve the Contractor from furnishing any materials or performing any work that may be required to carry out the work in accordance with the Statement of Work.

**Liability:**

The Contractor shall, without additional cost to the Government, be responsible for obtaining

insurance that is currently in force throughout the duration of this contract. The insurer and Contractor shall save, keep harmless and indemnify the Government against any and all liability claims and/or loss of any kind and nature for injury or death to a person or persons, loss or damage to property, Government or otherwise, occurring in connection with or incidental to, or arising out of the occupancy, use, service, operation of equipment, etc., or performance of work in connection with this contract from the omissions or from negligent acts of the Contractor.

#### Contractor Inspection:

The Contractor shall inspect the quality of work being performed to assure that the scope of services requested in the contract is being accomplished in the manner as described in the Statement of Work of the contract/individual work order.

#### Government Inspection and Acceptance of Services:

The Government will inspect all services requested in the contract at various times. These inspections will be performed in such a manner that will not unduly interfere or delay the work that is being performed by the Contractor. If any of the requirements of the contract do not conform with the terms and conditions, the Government may require the Contractor to correct such deficiencies at no additional cost to the Government. If such deficiencies cannot be corrected by the Contractor, the Government may correct the deficiencies and deduct the costs from the amount of the contract and/or terminate the contract for default.

#### Housekeeping:

The Contractor and its workers shall clean up after themselves each night, dispose of any trash and leave the work site in a safe condition. All debris and dirt shall be removed from the work area daily and disposed of off-site in the Contractor's furnished containers. Upon completion of work, the Contractor shall leave the premises in a clean condition. Unless otherwise specified, all materials and equipment removed shall remain the property of the Government. When the removed materials and equipment are specified as Contractor property, the Contractor shall remove them from the job site. The Contractor is not allowed to use Government trash dumpsters or compactors.

#### Contractor Supervision:

The Contractor shall arrange for satisfactory supervision of the work described in this contract. The Contractor or supervisor shall be available at all times when the contract work is in progress, to receive notices, reports, or requests from the Contracting Officer or his or her representatives. It is the policy of the NRC not to directly or indirectly exercise direction or supervision of the Contractor's employees and/or subcontractors.

The NRC is not responsible for tools or equipment, etc., left on the job site.

#### Workmanship:

The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work described in the Statement of Work unless otherwise specified.

Materials and supplies to be used shall be commercially available products from reputable manufacturers or suppliers. Upon request, the Contractor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name, and the intended use of each of the materials that is being proposed to be used in the performance of the work. The Contractor shall not use any material which the Contracting Officer determines would be unsuitable for this purpose, or harmful to the surfaces to which applied or to any other part of the building, its contents, or equipment.

All work under this contract shall be performed in a skillful and professional manner and shall be in compliance with all laws, ordinances and regulations (Federal, State, County, City or otherwise).

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Except as otherwise provided in the Statement of Work, no charge for extra work or materials will be allowed unless ordered, in writing by the Contracting Officer, and the price stated in such modification.

Unless otherwise specified in the Statement of Work, the Contractor guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment and workmanship.

The Contracting Officer may require, in writing, that the Contractor remove from the project any employee the Contracting Officer deems incompetent, careless or otherwise objectionable. The Contractor shall promptly repair all damages caused to adjacent areas which resulted from negligence on the part of the Contractor.

#### Safety and Hazardous Material Handling:

The delivery and storage of materials and equipment and accomplishment of all work shall be made with a minimum of interference to Government operations and personnel.

The Contractor shall take every precaution to prevent fires during the performance of this work. Smoking in the buildings and/or at the loading docks is prohibited.

The Contractor shall exercise every precaution to prevent accidents of all kinds from occurring during the performance of all work specified in this contract. The Contractor shall also comply with all OSHA and EPA regulations as they may apply to all the work requested by the Government.

#### Parking:

The contractor may use the loading docks located at the rear of One White Flint North & Two White Flint North, which are accessible by a service drive, when unloading materials/equipment. No vehicles will be left parked at the loading dock after loading or unloading. Limited parking on site may be available for contractors between the hours of 6:00 p.m. and 1:00 a.m., Monday through Friday, and 7:00 a.m. through 7:00 p.m. on weekends.  
Government Furnished Property:

The Contractor may have use of the freight elevator on specific times which shall be coordinated with the NRC Project Officer.

## DELIVERABLES

### Material Safety Data Sheets:

The Contractor shall provide material safety data sheets to the NRC Project Officer for review and approval by NRC's Safety and Health Representatives prior to starting any work on this project. The contractor shall be aware that use of certain substances may require the ventilation of areas, which may impact the schedule.

### Proposed Work Schedule:

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The Contractor shall submit a work schedule to the NRC Project Officer which provides a detailed sequence of the overall project operations, including a proposed start-up date for the project and a projected completion date for all work. In order to allow for project coordination, this report shall be provided to the Government at least 72 hours prior to commencing any work on this project. The NRC must be notified immediately if any usage of certain substances will impact the project schedule. Changes to the schedule must be made accordingly.

### Period of Performance:

The period of performance will commence on the effective date of this contract and will continue for a period of 8 weeks.