

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 22

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

BPA NO.

1. DATE OF ORDER 01-25-2012		2. CONTRACT NO. (If any) NRC-HQ-11-C-10-0075		6. SHIP TO:	
3. ORDER NO. NRCT003		4. REQUISITION/REFERENCE NO. ADM-12-117		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Donna Berkowitz Mail Stop: TWB-01-R10M Washington, DC 20555				b. STREET ADDRESS	
7. TO		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR EGI HSU, JV, LLC		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE REFERENCE YOUR _____ 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.		<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract	
c. STREET ADDRESS 1335 ROCKVILLE PIKE STE 250		d. CITY ROCKVILLE		e. STATE MD	f. ZIP CODE 208521462
9. ACCOUNTING AND APPROPRIATION DATA DUNS: 827923950 NAICS: 236220 FAIMIS: 110230 B&R: 2011-40-51-F-127 JC: D2318 BOC: 252A APPN: 31X0200 Obligate: \$50,011.93 **Transferred from basic contract**		10. REQUISITIONING OFFICE ADM			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> i. ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM				12. F.O.B. POINT Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The contractor shall perform all work required to renovate the bathroom in the Public Documents Room in the NRC OWFN building to use as a Mother's Room in accordance with the statement of work and drawings.</p> <p>The contractor shall perform work in accordance with the attached project schedule for phase I and phase II, option 2, dated January 10, 2012.</p> <p>The total firm fixed-price is \$50,011.92</p> <p>The contractor shall provide performance/payment bonds equal to the total amount of the contract within 7 days after the award date.</p> <p>NRC Task Order Project Officer: Jack Finglass, email: jack.finglass@nrc.gov, phone: 301-492-3601 NRC Contract Project Officer: Bill Harris, email: william.harris@nrc.gov, phone: 301-492-3651</p> <p>Contractor Project Manager: Paul Kemp, p.kemp@egi-corp.com, phone (301) 294-8300, cell (301) 917-4919 Contractor Project Executive: Barry Boyd, email: b.boyd@hsubuilders.com, phone: 301-881-3500, cell: 301-674-0412</p>					

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 Department of Interior / NBC NRCPayments@nbc.gov				PHONE: FAX:		
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue				c. CITY Denver		
	d. STATE CO		e. ZIP CODE 80235-2230		f. AMOUNT \$50,011.93		17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Donna Berkowitz Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 5/2011)
PRESCRIBED BY 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

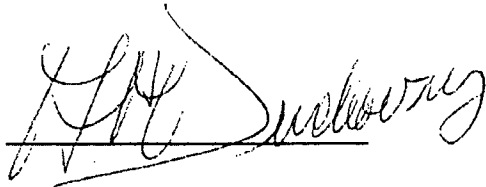
JAN 26 2012

ADM002

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:

Signature:

A handwritten signature in black ink, appearing to read "Alberto Duchovny", written over a horizontal line.

Name:

ALBERTO DUCHOVNY

Title:

MANAGING VENTURER

Date:

01-25-2012

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.1 Other Applicable Clauses

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☒ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☒ 52.217-8, Option to Extend Services

☒ 52.217-9, Option to Extend the Term of the Contract

A.2 FAR 52.223-3 -- Hazardous Material Identification and Material Safety Data Alternate I (Jul 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is

the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

Alternate I (Jul 1995).

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

A.3 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.4 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.

A.5 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.6 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

A.7 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

A.8 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

A.9 CONTRACTOR PERFORMANCE EVALUATION (AUG 2011)

At the completion of this task order, an evaluation of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information."

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to the performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

A.10 Statement of Work

Project Title: OWFN Mother's Room, 1st Floor at the Public Documents Room

Background

The OWFN Mother's Room (MR), Public Documents Room (PDR), 1st Floor

This project involves work to renovate the current bathroom in the PDR area for use as a MR. All material and products will be specified by NRC, or contractor will submit samples for ADM/ADSC/SDB selection/approval.

All materials and products removed must be properly disposed for recycling. The General Contractor must supply a recycling report to NRC.

I. CONTRACT OBJECTIVES

The contractor shall perform the construction task described herein as part of the U.S. Nuclear Regulatory Commission's (NRC) overall restoration and refurbishment activities at the NRC headquarters One White Flint North building OWFN) in Rockville, Maryland. The MR is a requirement of the United States Office of Personnel Management as stated in their Memorandum "Nursing Mother's in Federal Employment" of December 22, 2010. This project is necessary to bring the NRC into compliance with this regulation.

The contractor shall perform all construction services required to complete the establishment of a MR on the first floor of OWFN. The work shall include any demolition, woodworking, carpeting/flooring, painting, electrical, etc. to complete the project in accordance with this Statement of Work and the attached drawings/specifications.

For this project, the NRC intends to utilize bio-based or other environmentally preferable materials if NRC determines a suitable product is readily available, cost effective and meets the performance requirements for the intended application. Where appropriate, the NRC will acquire materials that are LEED; Green Guard; Green Label Plus; Low, or no VOC materials (off-gassed somewhere other than at the project's building site); Energy Star; Federal Energy Management Program (FEMP); or NSF/ANSI Standard certified materials and products.

The overall design intent of this project is too duplicate, to the greatest extent possible, the MR located at the TWB, 5th fl. Offices of ADM/ADSC.

Special Notes: 1) This project is under a time constraint for a fast track completion with limited access to the area. See the information below in TASK REQUIREMENTS, Schedules and Work Plan, below. All work under this project will be performed during NRC's normal business hours of 6:00 a.m. to 6:00 p.m., and evening and weekends to stay within the dates and times specified for completion, unless otherwise specified.

II. TASK REQUIREMENTS

a. Schedules and Work Plan

The Contractor shall provide a work plan within 7 days after award to the NRC Project Officer (PO) and Technical Monitor, which will conform to the dates listed here for access to the work area and staging area, if required, for review and approval.

All required building systems interruptions, if any, such as electrical, mechanical, etc shall be clearly identified and be kept to a minimum.

These interruptions shall be planned for evening and weekend work and shall be identified to the PO at least 3 business days in advance, with proper documentation, to allow NRC to prepare notifications to facilities staff

and occupants, including any necessary "Facilities Bulletins", "Announcements", and internal NRC "Building Permits" to be given to the Facilities Management Branch (ADM/DFS/FMB).

b. Construction

Construction and installation shall be accomplished in a seamless manner, according to current building code requirements by all applicable jurisdictions, and NRC requirements including PO approved schedules and plans of work. The Contractor shall take no action that will result in any type of interruption to the daily operations of NRC staff without obtaining the specific written approval of the NRC PO in advance.

All workmanship shall comply with Architectural and Building standard requirements as specified in the attached drawings/specifications and shall not create a hazardous environment for the building and its occupants.

III. SPECIAL REQUIREMENTS

- All site visits and work shall be coordinated through the NRC PO and Technical Monitor
- NRC shall have the first right of refusal to re-use any items or materials being replaced during performance of a project. Any items or materials rejected by NRC shall become the responsibility of the Contractor to dispose of in the most environmentally preferable way.

IV. COORDINATION

a. Coordination of Trades

The Contractor shall coordinate construction operations included in the various sections of the attached specifications to provide an efficient and orderly installation of each part of the project.

The Contractor shall coordinate construction operations included under different sections of the attached specifications that depend on each other for proper installation, connection or operation.

The Contractor shall schedule construction operations in the sequence required to obtain the best results where the installation of one part of the project depends on installation of other components before or after that part.

The Contractor shall coordinate installation of different components to provide maximum accessibility for required maintenance, service, testing and repair.

The Contractor shall provide accommodations for items scheduled for later installation.

The Contractor shall prepare and distribute memoranda to each party involved, outlining special procedures required for coordination. The Contractor shall include notices, reports and meeting minutes as part of the memoranda.

The Contractor shall coordinate scheduling and timing of administrative procedures with other construction activities to avoid conflicts and promote orderly progress of the project. Administrative procedures include but are not limited to the following:

- Preparation of schedules.
- Installation and removal of temporary facilities.
- Delivery and processing of submittals.
- Progress meetings.
- Project closeout activities.
- "As-built" drawings & specifications

V. MEETINGS

a. Kickoff Meeting

The PO will schedule a conference onsite at NRC before starting the project. At this conference, the Contractor shall be prepared to brief the PO on responsibilities and personnel assignments for the project.

The Contractor shall ensure that non-NRC participants at the conference are familiar with the project and are authorized to conclude matters relating to their work.

As designated by the PO for each conference, the Contractor shall ensure the following roles are represented at each conference:

- Project Manager
- Superintendent
- Key subcontractors
- Key suppliers
- Other trades related to the work.

During the conference, items of significance that could affect progress will be discussed including, but not limited to, the following:

- Tentative construction schedule
- Critical work sequencing
- Designation of responsible personnel
- Procedures for processing field decisions and Change Orders
- Procedures for processing Applications for Payment
- Distribution of Contract Documents
- Submittal of Shop Drawings, Product Data, and Samples
- Preparation of Record Documents
- Use of the premises
- Parking availability
- Office, work, and storage areas
- Equipment deliveries and priorities
- Safety procedures
- First aid
- Security
- Housekeeping and progress cleaning
- Working hours

The Contractor shall distribute minutes of the conference to each party present and to other concerned parties, as designated by the PO, no later than 3 calendar days after the conference.

b. Pre-Construction General Meeting

The Contractor shall conduct a pre-construction conference at the Project Site. At this conference, the PO and Contractor will review the plan and schedule for the construction activities including requirements for the following:

- Review Contract Documents
- Review Change Orders, including Engineering Proposals
- Review purchases
- Review deliveries
- Submit and review submittals
- Review of displays

- Address scheduling conflicts
- Address equipment and product compatibility problems
- Time schedules
- Weather limitations
- Manufacturer's recommendations
- Warranty requirements
- Compatibility of materials
- Acceptability of substrates
- Temporary facilities and controls
- Space and access limitations
- Governing regulations
- Safety
- Test and inspection requirements
- Required performance results
- Protection for adjacent work areas
- Protection for occupants in adjacent areas

The contractor shall record significant discussions, agreements, and open items needing closure and no later than 3 calendar days after the conference, the Contractor shall distribute minutes of the conference to the PO, each party present and to other concerned parties as designated by the PO.

The Contractor shall not proceed with the project work if the PO determines the conference was not successfully concluded. The Contractor shall initiate whatever actions are necessary to resolve impediments to the performance of the project, and reconvene the conference at the earliest feasible date.

c. Pre-Construction Safety Meeting

Representatives of the Contractor shall meet with the PO and his/her representative(s) prior to the start of the work under this contract. The purpose of this pre-construction safety meeting is to review the Contractor's safety and health programs and policies, and to discuss the implementation of all safety and health provisions pertinent to the work to be performed under the contract.

The Contractor shall be prepared to discuss, in detail, the measures they intend to take to prevent or control any unsafe or unhealthy conditions associated with the work to be performed under the contract. If directed by the PO, this meeting shall be held in conjunction with other pre-construction meetings such as the General Pre-Construction meeting. The Contractor's principal on-site representative(s), including the general superintendent and their safety representative(s) shall be in attendance.

All work shall comply with applicable Federal, state, and municipal safety and health practices and requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

d. Progress Meetings

The Contractor shall provide weekly progress briefings to the PO at the project site. The dates of these briefings shall be coordinated with preparation of the payment request.

The Contractor shall ensure the Contractor's subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at the progress briefing. All participants at the progress briefing shall be familiar with the project and authorized to conclude matters relating to their work. ***It is imperative that dates given for completion of various stages of the work are accurate. The contractor should not give NRC a completion date for any item/stage of the project that he/she cannot meet.***

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At each progress briefing, the Contractor shall review and correct the minutes from the previous progress briefing, review other items of significance that could affect progress, and discuss topics as appropriate to the status of the project. Topics for discussion will include, but are not be limited to the following:

- The Contractor's overall construction schedule
- Status of progress since the last meeting
- Relation of each activity to the Contractor's construction schedule (whether on time, or ahead/behind schedule)
- Determination of how construction that is behind schedule will be expedited and what comments are needed from parties involved to do so
- Any schedule revisions required to ensure that current and subsequent activities will be completed within the NRC-approved project time

At the briefing, the Contractor shall also review the present and future needs of each entity participating in the overall project, including but not limited to the following:

- Time
- Sequences of operations
- Status of submittals
- Deliveries
- Off-site fabrication
- Access
- Site utilization
- Temporary facilities and controls
- Hours of work
- Hazards and risks
- Housekeeping and progress cleaning
- Quality and work standards
- Change Orders
- Documentation of information for payment requests
- Updating of Record Documents

No later than 3 calendar days after each meeting, the Contractor shall distribute minutes of the meeting to each party present and to other concerned parties, including the PO. The minutes shall include a brief summary, in narrative form, of progress since the previous meeting and report. The Contractor shall also revise the Contractor's project construction schedule after each progress meeting where the NRC PO has approved revisions to the schedule. The revised schedule shall be issued concurrently with the report for each meeting.

VI. DELIVERABLES

a. Material Safety Data Sheets

The Contractor shall provide Material Safety Data Sheets to the NRC PO for review and approval by NRC's Safety and Health representative prior to starting any work. The Contractor shall be aware that use of certain substances shall require the ventilation of areas, which may impact the project schedule.

b. Weekly Status Reports

The Contractor shall provide the NRC Project Office with a weekly status report on the progress of the project. The report shall detail what portions of the project have been completed, estimated completion dates, causes of delays, possible future causes of delays and any other pertinent information.

c. Product:

1. Demolish and remove all existing fixtures and finishes in the current lavatory space (~72 sf).

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2. Demo. Schedule TBD by contractor with approval of the project manager (PM)
3. Existing conditions for the lavatory:
 - a. GFI duplex
 - b. Exhaust fan to be removed
 - c. Fire strobe – function to remain
 - d. Fire sprinkler – function needs to remain
 - e. Down lighting – to be replaced
4. New Work – Current Lavatory (8'1 ½"x 9'2") to be converted to a MR.
5. All new walls and partitions to be drywall/Gypsum board construction made in the USA with moisture seal application.
6. Door lock type TBD & installed by Security Facilities Security Branch (FSB). Contact Ms. Susan Cusseau 301-415-6545.
7. Fixtures/Finishes/Furnishings to be determined by others and as specified below:
 - a. Accent wall – over counter – Benjamin Moore Paint (BMP), Color: Mozart Blue #1665, eggshell
 - b. All other walls – BMP, Color: Sidewalk Gray #2133-60, eggshell
 - c. Ceiling 0 BMP, Color: Mayonnaise OC-85, flat
 - d. Carpet – Blue & Pink roll carpet in the NRC Warehouse (on-hold) – NRC-00025, availability in warehouse (297 sy). This product will need 15'x15' sf. PM will submit a Form #30 to have warehouse deliver carpet to the project site. The contractor will have to lay the carpet with no VOC gas in adhesives, finishes, etc.
 - e. Vinyl base – Johnsonite Mfg. Color: Charcoal #20 with toe cove.
 - f. Counter Top & Cabinets – Wilsonart Laminate Mfg. Color: Manitoba Maple #7911-60.
 - g. Sink Faucets/handles/sink – Mfg. TBD.
8. Air conditioning & temperature control. There is no an exhaust fan in the space that needs to be removed. A VAV box will be needed.
9. A reclining mother's chair, wooden casual table, lamp, small under-counter refrigerator, and microwave will be supplied by the NRC. There needs to be adequate electrical service and outlets for the items located in all four walls of the MR.
10. There needs to be two dimmer lights to control new ceiling fixture, table lamp, and under-counter lighting.

This project will be completed on-time and in perfect working order.

VII. QUALITY ASSURANCE

a. NRC Inspection and Acceptance of Services

The NRC will inspect all services performed under this 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 Contractor's work does not conform to the terms and conditions of this contract and the applicable specifications, the NRC reserves the right to require the Contractor to correct such deficiencies at no additional cost to the NRC. If such deficiencies cannot be corrected by the Contractor, the NRC reserves the right to correct the deficiencies and deduct those costs from any amount owed the Contractor and/or terminate the contract for default.

b. Contractor Inspection

The Contractor shall continuously inspect the quality of work being performed to assure that the project is being accomplished in accordance with this contract SOW and the applicable specifications. The Contractor shall verify all information shown on the drawings at no additional cost to the NRC. 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 project work in accordance with this statement of work (SOW).

c. Contractor Supervision

The Contractor shall provide supervision of all the work described in this contract. The Contractor shall ensure a contract supervisor shall be available onsite at all times when the contract work is in progress, to receive

notices, reports, or requests from the PO. It is the policy of the NRC not to directly or indirectly exercise direction or supervision of the Contractor's employees and/or subcontractors.

VIII. CONTRACTOR RESPONSIBILITY/LIABILITY

a. Contractor Responsibility

The Contractor shall assume full responsibility and liability for compliance with applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the NRC harmless for any action on the Contractor's part, or that of the Contractor's employees or subcontractors, which results in illness, injury, or death.

The Contractor shall submit an accident prevention plan as part of their technical proposal and shall ensure all work is performed in strict compliance with the NRC accepted accident prevention plan for this specific work. The Contractor's plan shall include work to be performed by their subcontractors and all measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers.

b. Workmanship

The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work described in this SOW. Materials and supplies used shall be commercially available products from reputable manufacturers or suppliers.

All work under this contract shall be performed in a skillful and professional manner and shall comply with all applicable laws, ordinances, and regulations (Federal, State, County, City and International Building Codes (IBC)).

The Contractor shall not perform any extra work or provide any extra materials unless ordered in writing by the NRC Contracting Officer, and the price stated in such contract modification.

The Contractor shall guarantee all work to be in accordance with contract requirements and free from defective or inferior materials, equipment and workmanship.

The NRC reserves the right to have the Contractor remove from the project any employee the PO deems incompetent, careless or otherwise objectionable. The Contractor shall promptly repair any damages that results from negligence on the part of the Contractor or their personnel, at no additional cost to NRC.

c. 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 in the same overall condition that the Contractor found it at the beginning of the work period. 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 that is ready for occupancy. Unless otherwise specified, all materials and equipment removed shall remain the property of the NRC. When the removed materials and equipment are specified as Contractor property, the Contractor shall remove them from NRC premises. The NRC is not responsible for tools or equipment left on the job site after the end of a work period. The Contractor shall never use NRC trash dumpsters or compactors.

d. Safety and Hazardous Material Handling

The delivery and storage of materials and equipment and accomplishment of all work shall be accomplished with a minimum of interference to NRC operations and personnel. The Contractor shall notify the PO of any potential interference in advance.

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

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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 Occupational Safety and Health Administration and Environmental Protection Agency regulations as they apply to all the work.

e. Accessibility and Recording Presence

The NRC facility will be occupied during the performance of the work. The Contractor shall coordinate their work with the PO when access is required to NRC premises and to communicate their presence to NRC, Division of Facilities and Security point of contacts.

The Contractor shall submit, in writing, all names, date of birth, and a valid government-issued photo ID of personnel scheduled to work on the site prior to their gaining access to the WFC. Each contract employee shall sign in when reporting for work each day and sign out when leaving at the end of the day. The NRC Form 205 will be used for this purpose and is located at the Security Station inside the loading dock of OWFN. The Contractor shall ensure that NRC access badges shall be worn in such a manner that they are clearly visible at all times when workers are within the building and these badges are never taken from the building when Contractor personnel are leaving for any reason. The NRC reserves the right to deny access to the building and terminate access to any Contractor employees, as it deems appropriate, which would be in the best interest of the NRC.

f. Liability

The Contractor shall, without additional cost to the NRC, 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 NRC 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, NRC 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.

IX. CONTRACTOR STANDARDS OF CONDUCT

Personnel assigned to work onsite under this Contract shall be required to obtain an NRC security clearance for unescorted access to the NRC facilities.

The Contractor shall be responsible for maintaining satisfactory standards of employee conduct and integrity during the performance of this contract. Contractor personnel are expected to conduct themselves in a professional and courteous manner at all times. The Contractor shall not employ persons for work on this contract if the PO considers such employees to be a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its occupants.

The Contractor shall ensure their personnel and subcontractors shall be easily identified as Contractor employees.

Federal regulations prohibit the use of any controlled substances and alcoholic beverages while Contractor employees are working on Federal property or in Federal installations. All Contractor personnel shall be made aware of these requirements prior to placement and sign a statement to that effect.

Any personnel impaired by substance abuse or who use violent/profane language, or conduct themselves otherwise in a manner construed to be threatening to themselves, others, or Federal property, shall not be allowed to perform under this contract.

The Contractor shall also be responsible for ensuring that employees do not disturb papers on desks, open desk drawers, files or cabinets, and do not use Government telephones, except as authorized.

X. UTILITY SERVICE INTERRUPTIONS

The Contractor shall submit a utility service interruption plan for the project as part of their technical proposal. This plan shall include dates and times of each scheduled interruption, with the estimated period of outage, list of existing equipment that will be affected by the interruption, proposed sequence of equipment shut-down and start-up, and responsible personnel. The Contractor shall keep utility service interruptions and periods of interruption to a minimum. This plan must be approved in writing by the NRC PO. If the plan is not acceptable to the PO, the Contractor shall consult with the PO and continue to revise and resubmit the plan until PO approval is obtained.

As directed by the PO, in advance of each scheduled utility interruption, the Contractor shall issue a notice to all affected parties, confirming each provision of the interruption, or canceling and rescheduling the scheduled interruption as approved by the PO. The Contractor shall coordinate with the PO, and confirm that the responsible personnel are prepared to execute the shut-down and start-up of affected existing equipment, prior to each interruption.

- The Contractor shall obtain written approval from the PO at least 3 business days in advance for any work which could create loud noises, require bypass of the fire alarm system, or potentially create a hazardous condition.

XI. CONSERVATION

a. Energy Conservation

The Contractor shall coordinate the efficient use of energy, water, and materials with the PO.

b. Waste Management Plan

The Contractor shall propose a waste management program that ensures the maximum level of recycling of waste materials generated during the performance of this contract.

c. Implementation

- The Contractor's waste management coordinator shall provide on-site instruction to workers in the identification, separation, and handling of recyclable materials, and shall manage the process for the duration of the project.
- The Contractor shall layout and define specific areas to facilitate separation of materials for recycling, and shall maintain collection bins clearly marked to avoid contamination of the recyclable materials.
- The Contractor's waste management coordinator shall report monthly, in writing, the quantity of each recyclable material collected during the previous month and cumulatively to date, compared to the quantity goal, and other points of interest. Copies of each report shall be distributed to each significant party of the project, including the PO.

XII. PARKING

The Contractor may use the loading docks located at the rear of One White Flint North and Two White Flint North, which are accessible by a service drive, when unloading materials/equipment. No vehicles shall be left parked at the loading dock after loading or unloading. Limited parking onsite may be available for Contractors between the hours of 6:00pm and 4:00am, Friday through the following Monday, as approved by the PO.

XIII. NRC FURNISHED PROPERTY/EQUIPMENT

The Contractor may have use of the freight elevator on specific times as coordinated and approved by the PO in advance.

XIV. PERIOD OF PERFORMANCE

The period of performance will commence on the effective date of this contract and be completed within months from award of the Task Order.

XV. PROJECT OFFICER AUTHORITY

- (a) The contracting officer's authorized representative (hereinafter referred to as the project officer) for this contract is:

Project Officer:

Name: Jack L. Finglass
Address: 11555 Rockville Pike, Rockville, MD 20852 – MS TWB-05-D18
Telephone Number: (301) 492-3662
Email Address: Jack.Finglass@nrc.gov

Alternate Project Officer:

Name: William Harris
Address: 11555 Rockville Pike, Rockville, MD 20852 –MS TWB 5D18M
Telephone Number: (301)492-3651
Email Address: William.Harris@nrc.gov

- (b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

- (c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

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(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

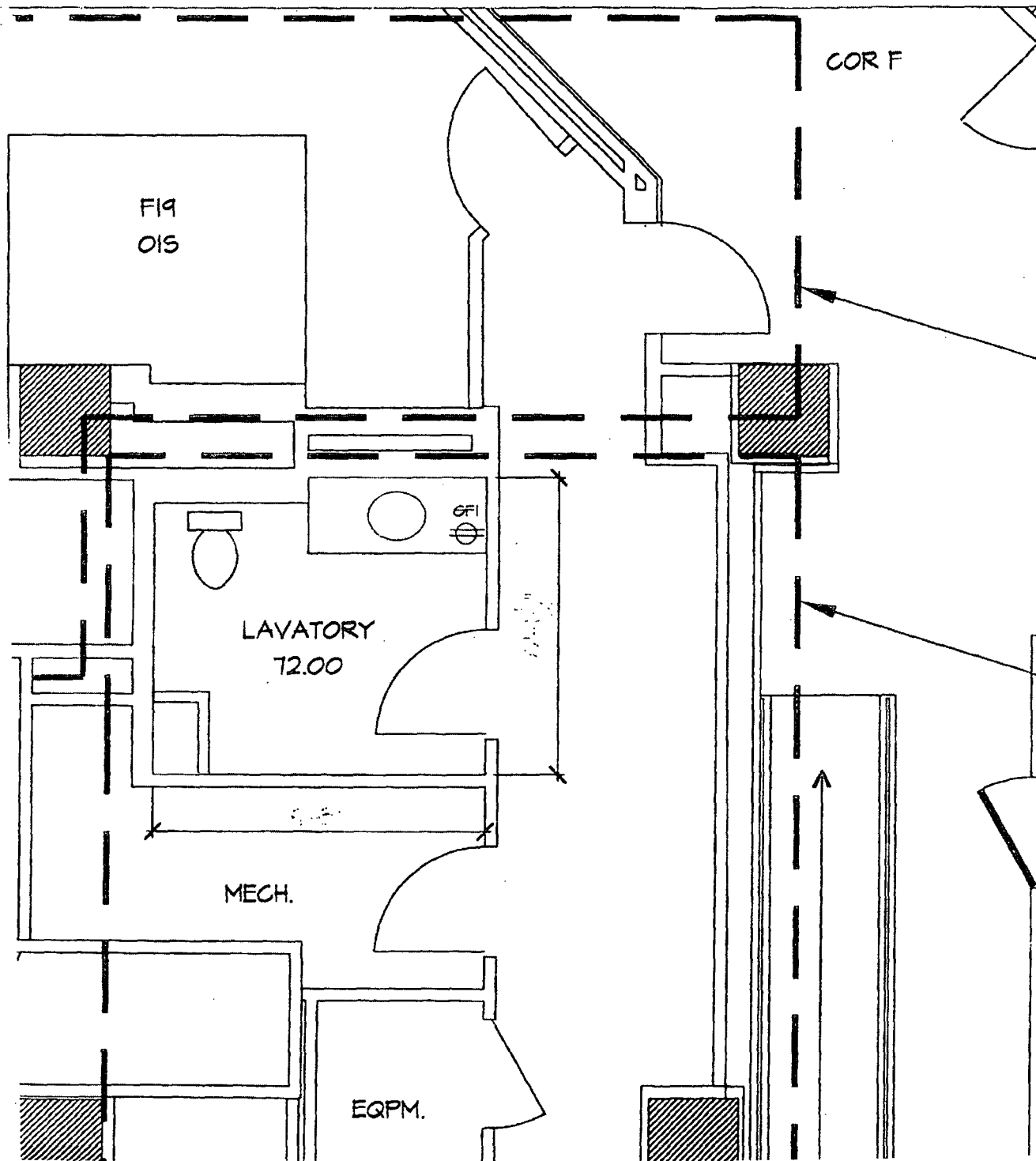
(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

A.11 Attachments

1. Drawings (3 pages)
2. Project schedule (1 page)



NOTES:

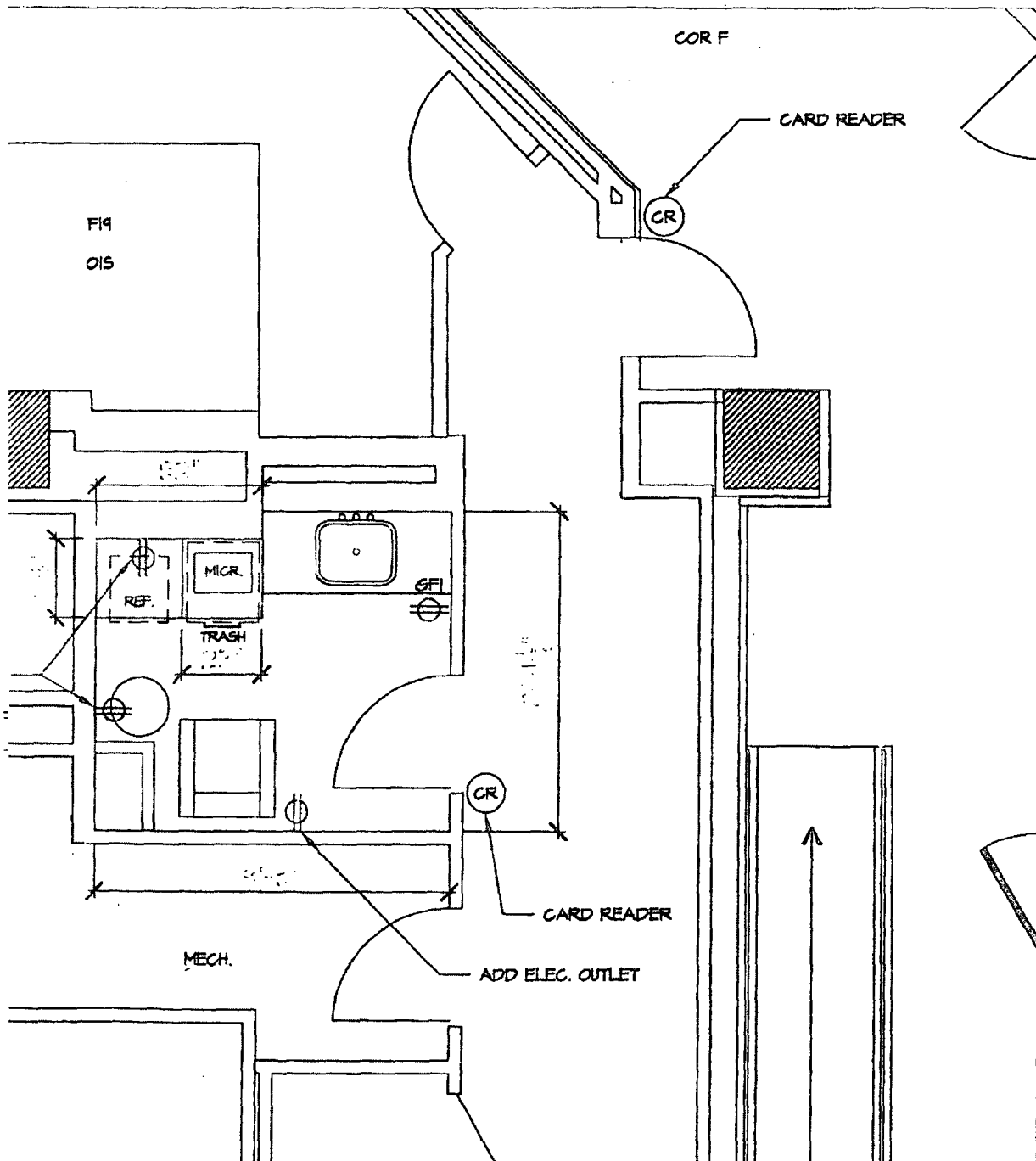
1. DEMO ALL EXISTING FIXTURES AND FINISHES IN LAVATORY
2. DEMO SCHEDULE TBD.

SCOPE OF WORK
PHASE II

SCOPE OF WORK
PHASE I

KEY PLAN:





PHASE I NOTES:

1. NEW WORK:

- A. (1) 8'-1 1/2" x 9'-2" - LAVATORY
CONVERTED TO MOTHERS ROOM
- B. (2) ADD DUPLEX ELEC. OUTLETS
 - (1) ADD UNDER-COUNTER DUPLEX
OUTLET FOR REF. & MICROWAVE

2. ALL NEW WALLS & PARTITIONS TO BE DRYWALL/ GYP. BOARD CONSTRUCTION.

3. DOOR LOCK TYPE TO BE DETERMINED AND INSTALLED BY SECURITY

4. (2) CARD READERS AS SHOWN.

5. NEW FIXTURES/FINISHES/FURNISHINGS TO BE
DETERMINED BY OTHERS.
 - (1) 25"X21" RECTANGULAR SINK (APPROX.)
 - (1) UNDER-COUNTER REFRIGERATOR
 - (1) UNDER-COUNTER TRASH RECEIPTAL
 - (1) COUNTERTOP MICROWAVE
 - (1) 30"X30" MOTHERS CHAIR (APPROX.)
 - (1) 18" ROUND END TABLE W/ LAMP

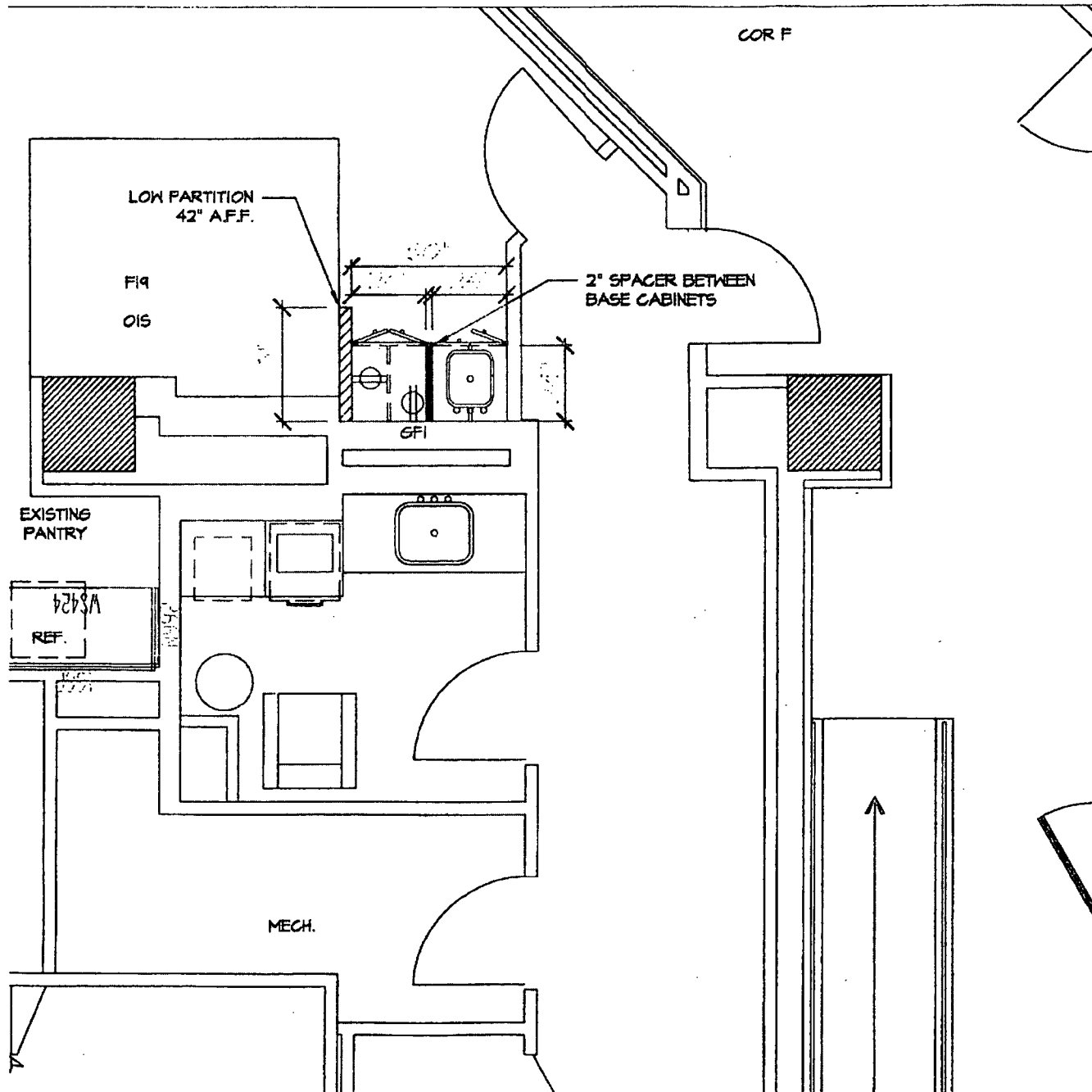
6. EXISTING CONDITIONS FOR AREA:

GFI DUPLEX
EXHAUST FAN
FIRE STROBE
FIRE SPRINKLER
DOWN LIGHTING

7. ALL DIMS ARE APPROX. TO BE VERIFIED IN FIELD.

KEY PLAN:

COR F



PHASE II OPTION #2 NOTES:

I. NEW WORK:

- A. (1) 50"± x 25" - COUNTERTOP
- (2) 24" BASE CABINETS W/ 2" SPACE
- (1) GFI DUPLEX OULET ABOVE COUNTER LOCATION TBD.
- (1) 15"x18" BAR SINK (APPROX.)

- B. LOW PARTITION HGT. 42" A.F.F.
- C. EXISTING PANTRY AREA SYS. FURNITURE TO REMAIN

- 2. ALL NEW WALLS & PARTITIONS TO BE DRYWALL/ GYP. BOARD CONSTRUCTION.
- 3. NEW FIXTURES/FINISHES/FURNISHINGS TO BE DETERMINED BY OTHERS.

TO REMAIN IN EXISTING PANTRY AREA:

- (1) 24"x24"x33" UNDER-COUNTER REF.
- (1) 22"x18" MICROWAVE
- (1) 5"x9" TOASTER

- 4. ALL DIMS ARE APPROX. TO BE VERIFIED IN FIELD.

