



- 1.16.1 Certification
- 1.16.2 Static Load and Final Testing
- 1.16.3 Other Tests
- 1.17 CULTURAL RESOURCES
- 1.18 UNEXPLODED ORDNANCE
- 1.19 EXCLUSION OF PRICE REVISION LAWS
- 1.20 OPTIONAL PURCHASE
- 1.21 SECURITY REQUIREMENTS

PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --

\*\*\*\*\*  
USACE / NAVFAC / AFCESA / NASA           UFGS-00 73 04 (August 2008)  
-----  
Preparing Activity:   NAVFAC           Superseding UFGS-00 73 04  
  (April 2008)

## UNIFIED FACILITIES GUIDE SPECIFICATIONS

References are in agreement with UMRL dated July 2009

\*\*\*\*\*

### SECTION 00 73 04

#### SUPPLEMENTARY CONDITIONS FOR PROJECTS IN MEDITERRANEAN AREA 08/08

\*\*\*\*\*

NOTE: This guide specification covers the requirements for special requirements for projects located in the area of responsibility of Naval Engineering Field Activity Mediterranean.

Edit this guide specification for project specific requirements by adding, deleting, or revising text. For bracketed items, choose applicable items(s) or insert appropriate information.

Remove information and requirements not required in respective project, whether or not brackets are present.

Comments and suggestions on this guide specification are welcome and should be directed to the technical proponent of the specification. A listing of technical proponents, including their organization designation and telephone number, is on the Internet.

Recommended changes to a UFGS should be submitted as a Criteria Change Request (CCR).

This guide specification includes tailoring options for AVIANO (Aviano Air Base, Italy). Selection or deselection of a tailoring option will include or exclude that option in the section, but editing the resulting section to fit the project is still required.

\*\*\*\*\*

## PART 1   GENERAL

### 1.1   REFERENCES

\*\*\*\*\*

NOTE: This paragraph is used to list the publications cited in the text of the guide specification. The publications are referred to in the text by basic designation only and listed in this paragraph by organization, designation, date,

and title.

Use the Reference Wizard's Check Reference feature when you add a RID outside of the Section's Reference Article to automatically place the reference in the Reference Article. Also use the Reference Wizard's Check Reference feature to update the issue dates.

References not used in the text will automatically be deleted from this section of the project specification when you choose to reconcile references in the publish print process.

\*\*\*\*\*

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

#### ITALIAN LAWS AND DECREES (D.M.)

LAW No. 1086	(May 11, 1971) Norms for Works in Reinforced Concrete and Steel and Application Instructions
Law No. 373	(April 30, 1976) Norms for the containment of energy consumption for thermal uses in buildings.
Law No. 46	(March 5, 1990) Safety Norms for Technological Systems

#### 1.2 SUBMITTALS

\*\*\*\*\*

NOTE: Review submittal description (SD) definitions in Section 01 33 00 SUBMITTAL PROCEDURES and edit the following list to reflect only the submittals required for the project. Submittals should be kept to the minimum required for adequate quality control.

A "G" following a submittal item indicates that the submittal requires Government approval. Some submittals are already marked with a "G". Only delete an existing "G" if the submittal item is not complex and can be reviewed through the Contractor's Quality Control system. Only add a "G" if the submittal is sufficiently important or complex in context of the project.

For submittals requiring Government approval on Army projects, a code of up to three characters within the submittal tags may be used following the "G" designation to indicate the approving authority. Codes for Army projects using the Resident Management System (RMS) are: "AE" for Architect-Engineer; "DO" for District Office (Engineering Division or other organization in the District Office); "AO" for Area Office; "RO" for

Resident Office; and "PO" for Project Office. Codes following the "G" typically are not used for Navy, Air Force, and NASA projects.

Choose the first bracketed item for Navy, Air Force and NASA projects, or choose the second bracketed item for Army projects.

\*\*\*\*\*

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are [for Contractor Quality Control approval.][for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government.] The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

#### SD-01 Preconstruction Submittals

\*\*\*\*\*

NOTE: The following SD-01 submittals except the last apply to projects located only in Italy. The last SD-01 submittal applies to projects located in Spain.

\*\*\*\*\*

Gate Entry Pass, Vehicle Pass; Application For[; G][; G, [\_\_\_\_]]

Contractor Employee Base Access Pass[; G][; G, [\_\_\_\_]]

Chamber of Commerce Certificate of Membership[; G][; G, [\_\_\_\_]]

Family Status and Residency Certificate[; G][; G, [\_\_\_\_]]

[ Contractor personnel identification[; G][; G, [\_\_\_\_]]]

#### SD-11 Closeout Submittals

\*\*\*\*\*

NOTE: The following submittals apply only to projects in Italy.

\*\*\*\*\*

Certificate of compliance for all contract work[; G][; G, [\_\_\_\_]]

Certified credentials of proposed testing personnel[; G][; G, [\_\_\_\_]]

Certification of the static load tests results[; G][; G, [\_\_\_\_]]

Certification of actual testing personnel[; G][; G, [\_\_\_\_]]

Certificate of conformity for electrical system[; G][; G, [\_\_\_\_]]

Certificate of compliance for heating system[; G][; G, [\_\_\_\_]]

Certificate of compliance for fire prevention system[; G][; G, [\_\_\_\_]]

Certificate for elevator system test(s)[; G][; G, [\_\_\_\_]]

\*\*\*\*\*  
NOTE: The following paragraph submittal applies  
only to projects located only in Aviano, Italy.  
\*\*\*\*\*

[Proof of IMD ordnance work authorization[; G][; G, [\_\_\_\_]]]

### 1.3 PUBLIC RELEASE OF INFORMATION

#### 1.3.1 Prohibition

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, or purchase order or other documents resulting therefrom without the prior written approval of the Contracting Officer.

#### 1.3.2 Subcontracts and Purchase Orders

The Contractor agrees to insert the substance of above paragraph "Prohibition" in each subcontract and purchase order generated for this contract.

### 1.4 ENGLISH SPEAKING REPRESENTATIVE

At all times when any performance of the work at the site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall have a representative present on the site who is capable of explaining the work operations and receiving instructions in the English language. The Contracting Officer shall have the right to determine without appeal of such decision, whether the proposed representative has sufficient technical and lingual capabilities and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer. The Construction Contractor's qualified Project Manager, on-site Superintendent, Quality Control Manager, and Quality Control Specialist shall be fluent (can read, speak, and write) in both English and [Italian][Spanish][Greek][ ] languages.

### 1.5 NORMS AND LAWS

In case of differences between project specifications or the accompanying drawings and referenced norms and laws, norms and laws shall govern. In case of differences between project specifications and the accompanying drawings, the specifications shall govern.

### 1.6 INDUSTRY STANDARDS

When both U.S. and European, or [Italian][Spanish][Greek][\_\_\_\_], Industry Standards are applicable to this project and the standards are in conflict with each other, the most stringent of the industry shall govern.

### 1.7 PROHIBITED ITEMS

Use of the following items in this construction project is prohibited:

- a. Use of aluminum for electrical conductors.
- b. Embedding aluminum conduit in concrete.

- c. Use of fluorescent light ballasts and other products containing PCB's.
- d. Use of urea-formaldehyde foam insulation products.
- e. Use of any paint/coatings having a lead content of over 0.06 percent by weight of non-volatile content. The use of ozone depleting chemicals is prohibited. The use of zinc-chromate is prohibited.
- f. The use of materials containing asbestos is prohibited.

#### 1.8 PROPRIETARY NAMES

Manufacturer's proprietary names indicated for colors, textures and patterns of materials are for the purpose of color, texture and pattern selection only. Other manufacturers materials are acceptable and provided they closely approximate colors, textures and patterns indicated and provided they conform to all other requirements subject to Contracting Officer's approval.

#### 1.9 SUBMITTAL OF PROOF OF QUALIFICATIONS AND EXPERIENCE

Where qualifications or experience requirements are set forth in the specifications with respect to equipment and equipment installers, written proof of such qualifications or experience must be provided within thirty (30) calendar days after Contract award, and before placing any order for such equipment or before dispatching equipment installers to the project site.

#### 1.10 ORAL MODIFICATION

No oral statement of any person other than the Contracting Officer as provided in the clause in this Contract entitled FAR 52.243-4 "Changes" (AUG 1987), shall in any manner or degree modify or otherwise affect the terms of this Contract.

#### 1.11 NO WAIVER BY GOVERNMENT

The failure of the Government, in any one or more instances, to insist upon the strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

#### [1.12 PRODUCTS SPECIFIED USING USA STANDARDS

\*\*\*\*\*  
**NOTE: Delete this paragraph and its subparagraphs  
if no USA standards are specified in the project  
technical specifications.**  
\*\*\*\*\*

##### [1.12.1 Local Products Specified Using United States of America (USA) Standards

\*\*\*\*\*  
**NOTE: Delete this subparagraph when no local  
products are specified to meet USA standards.**  
\*\*\*\*\*

This group of products is covered by LANTNAVFACENGCOM's Product Specification Category II (PSC II). PSC II covers the category of locally available products that meet USA standards. The specification paragraph below defines "locally available products that meet USA standards"

The required actions specified below are intended to be the exception, not the rule, since products in PSC I shall be specified to the maximum extent possible.

PSC I covers the category of acceptable products that are locally available and manufactured to local standards. Using products in PSC I allows the Contractor to provide products that are recognized by or in common use by the local construction industry. Please note that PSC I specifications shall contain the generic technical requirements, but do not require a list of brand names as required below for PSC III and PSC II.

Actions Required of Designers/Specifiers For Each Affected Specification Paragraph For PSC II:

1. All product specifications shall contain the generic technical requirements. The generic specifications in PART 2 of each section shall be followed by a minimum of two product brand names, with manufacturer's address, phone number and product model or identification (ID) number.

The PSC II products list may include any combination of a locally available in-country qualified product, a European Union (EU) qualified product, or a USA manufactured qualified product readily available locally from in-country or in EU sources. Review the definition of "locally available products that meet USA standards".

2. In the spec section covering the product, use the following format to specify the brand name data; specify the data in a separate but unnumbered subparagraph:

"The following manufacturers generally meet this specification:

Manufacturer's  
Name, Address  
and Phone Number

Manufacturer's  
Model No., Series No.  
or ID Number

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ "

3. If a PSC II product is specified in a specification section, that section number and title shall be listed in the paragraph below.



\*\*\*\*\*  
There are locally available products specified in this contract that meet USA standards. "Locally available products that meet USA standards" are defined as:

- a. "Products that meet the referenced USA standards, and are manufactured and distributed in-country, or manufactured and distributed in the European Union, and are readily available locally from in-country sources or from the European Union sources"; or
- b. "Products manufactured in the USA and distributed in-country or in the European Union or in the USA, and are readily available locally from in-country sources or from the European Union sources, or from USA sources."

The products are specified in the technical sections listed below:

\*\*\*\*\*  
NOTE: Add specific section references for the products here.  
\*\*\*\*\*

] [1.12.2 USA Manufactured Products Specified Using USA Standards

\*\*\*\*\*  
NOTE: Delete this subparagraph if no products are required to be manufactured in the USA using USA standards.

This group of products is covered by LANTNAVFACENGCOM's Product Specification Category III (PSC III). PSC III covers the category of products that are manufactured only in the USA to USA standards or in other countries if licensed by the USA manufacturer. Products in PSC III shall not be used unless warranted by explicit product or customer requirements.

The required actions, specified below, are intended to be the exception, not the rule, since products in PSC I shall be specified to the maximum extent possible.

PSC I covers the category of acceptable products that are locally available and manufactured to local standards. Using products in PSC I allows the Contractor to provide products that are recognized by or in common use by the local construction industry. Please note that PSC I specifications shall contain the generic technical requirements, but do not require a list of brand names as required below for PSC III and PSC II.

Actions Required of Designers/Specifiers For Each Affected Specification Paragraph For PSC III:

1. All product specifications shall contain the

generic technical requirements. The generic specifications in PART 2 of each section shall be followed by a minimum of two product brand names, with manufacturer's address, phone number and product model or identification number. Only USA manufactured products shall be listed.

2. In the spec section covering the product, use the following format to specify the brand name data; specify the data in a separate but unnumbered subparagraph:

"The following manufacturers generally meet this specification:

<u>Manufacturer's Name, Address and Phone Number</u>	<u>Manufacturer's Model No., Series No. or ID Number</u>
_____	_____
_____	_____ "

3. If a PSC III product is specified in a specification section, that section number and title shall be listed in the paragraph below.

\*\*\*\*\*  
There are products to be provided in this contract that are not readily available locally and must be manufactured in the United States of America (USA) and in compliance with USA standards. Products manufactured in another country are considered USA manufactured, if the manufacturers or suppliers are under license by USA manufacturers and the products meet the same applicable specifications and standards. The products are specified in the technical sections listed below:

\*\*\*\*\*  
**NOTE: Add specific section references for the products here.**  
\*\*\*\*\*

#### 1.12.3 Consignment, Marking, and Customs Clearance

In order for the Contractor to be exempt from paying duty on material or equipment to be imported for incorporation into the contract work, all shipments shall be consigned to the OICC/ROICC and marked for the contract by contract number. Additionally, the Contractor shall supply to the OICC/ROICC with certified copies of the confirmed material/equipment orders and invoices in order that the duty free customs clearance may be accomplished. Failure on the part of the Contractor to comply with the requirements herein will not be grounds for non-enforcement of the provisions of the Clause, "Taxes" of the Contract Clauses.

#### 1.12.4 Excess

The Contractor shall furnish to the Contracting Officer, just prior to completion of this contract, a consolidated inventory of all excess supplies, materials, and equipment imported duty free for use under this contract. The Contract shall either pay required duties on the excesses or re-export the excesses.

#### 1.13 FINAL GOVERNING STANDARDS (FGS)

Final Governing Standards (FGS) for environmental protection at DOD installations and facilities in [Italy][Spain][Greece] went into effect June 1994. These standards were developed by comparing and adopting the more protective requirements of the Overseas Environmental Baseline Guidance Document (OEBGD), European Union and national, regional, and local environmental laws and regulations. The FGS are applicable to work under this contract. The FGS (both English and local language versions) may be reviewed at the ROICC Office during normal business hours.

#### 1.14 SECURITY REQUIREMENTS

\*\*\*\*\*  
**NOTE: This paragraph and its subparagraphs cover special requirements for projects located only in Italy.**  
\*\*\*\*\*

The Contractor shall be responsible for furnishing each employee, and for requiring that each employee engaged in the project, display such identification as may be approved and directed by the Contracting Officer.

Every employee of the prime contractor, all subcontractor employees, and all material suppliers' employees, who require access to the base for any reason and for any length of time will be required to obtain a base access pass.

\*\*\*\*\*  
**NOTE: Choose the first bracketed paragraph and its subitems for projects in Italy, except for projects at Aviano Air Base, Aviano, Italy. For projects at Aviano Air Base, choose the second bracketed paragraph.**

**The specified attachment, VISITOR CONTROL CENTER, can be downloaded at**  
<http://wbdg.org/ccb/NAVGRAPH/graphdoc.pdf>

\*\*\*\*\*

[In order to obtain a base access pass, the Contractor must complete a "Gate Entry Pass, Vehicle Pass; Application For", available at the office of the Contracting Officer, and present to the Base Security Officer for approval. The following documents are required from each worker at time of presentation of completed application form:

- a. "Carta di Identita" (Valid Italian Identification Card) or "Patente di Guida" (Obtain from the Ministero dei Trasporti e Dell'Aviazione Civile).
- b. A valid Italian Vehicle Registration Card and proof of Minimum Vehicle Liability Insurance for each Contractor's official vehicle.
- c. "Certificato Penale" - Obtain from any Court of Justice. ]

[Procedures for obtaining base entry passes for construction/Contractors are provided as an attachment, VISITOR CONTROL CENTER, which is included at the end of this section.]

\*\*\*\*\*  
NOTE: For projects located at Aviano Air Base,  
Aviano, Italy, delete the first paragraph below and  
use the second bracketed paragraph instead.  
\*\*\*\*\*

1.14.1 Contractor Employee Base Access Pass:

The Contractor shall be responsible for furnishing and requiring that each person employed in connection with this contract or any subcontract hereunder, be provided with a valid/current Contractor Employee Base Access Pass. All prescribed identification shall be immediately delivered and/or surrendered to the Contracting Officer for cancellation upon: (1) termination or release of any employee; (2) termination or completion of contract.

[1.14.2 Contractor Employee Base Access Pass:

The Contractor shall be responsible for furnishing and requiring that each person employed in connection with this contract or any subcontract hereunder, be provided with a valid/current Contractor Employee Base Access Pass.

Every 30 days, the Contractor shall submit a list of personnel who have badges. In order to obtain a base access pass, the Contractor shall complete a USAFE Form 79, REQUEST FOR BASE ENTRY IDENTIFICATION AND CONTRACTOR PERSONNEL IDENTIFICATION, available at the Office of the Contracting Officer, and present it to the Base Security Officer for approval. After approval, the Contractor can obtain a base badge.

The Contractor shall be responsible for obtaining permission for his personnel to enter the work site areas and for ensuring that such information is up-to-date and remains valid.

All prescribed identification shall be immediately delivered and/or surrendered to the Contracting Officer for cancellation upon: (1) termination or release of any employee; (2) termination or completion of contract.

]1.14.3 Responsibility for Physical Security

The Contractor shall be responsible for physical security of all construction materials, supplies, and equipment of every description (including property which may be Government furnished or owned) provided and/or utilized in the execution of this contract.

1.14.4 Access to Operational Areas

Contractor personnel are expressly prohibited and shall be restricted from entering operational buildings or areas without the specific authorization of the Contracting Officer. To perform work, where "security escorts" are required for access to a facility, the Contractor shall coordinate with the Contracting Officer for access to such facilities.

1.14.5 Employment

Should the continued employment of any person in connection with this contract, or any subcontract thereunder, be deemed by the Contracting

Officer to be prejudicial to the interests of the Government, that person shall immediately be removed from the work. In this connection the Contractor agrees that:

- a. Cases which may involve disciplinary action against such persons, or the necessity of reassignment or termination of their services, shall be investigated, processed, reported and disposed of, as directed by the Contracting Officer.
- b. Employment contracts of all persons employed in connection with this contract, or any subcontract thereunder shall include clauses containing the substance of this clause.

#### 1.14.6 Compliance

Compliance with the foregoing provisions of this clause by subcontractors shall be the responsibility of the Contractor.

#### 1.15 ANTI-MAFIA LAW

\*\*\*\*\*  
**NOTE: Include this paragraph and subparagraphs without modification, only for projects located in ITALY on land owned by the Italian State. Projects at the following leased sites do not require this paragraph: (1) Via Scarfoggia, Agnano, Naples, and (2) Bagnoli, Naples.**  
\*\*\*\*\*

##### 1.15.1 Pre-Award Effect of Anti-Mafia Procedures

Inasmuch as the work of this solicitation is to be performed on land owned by the Italian State, the prospective contractor will be subject to Italian Law No. 646, of 13 September 1982, and subsequent integrations and amendments. The solicitation data will be made available only to firms that meet the related submittal requirements below in paragraph "Submittals". As such, in the event that prior to award any disciplinary actions or proceedings for Mafia related matters exist against the apparent low bidder, no award will be made to said low bidder.

##### 1.15.2 Termination Under Italian Law No. 646 (Anti-Mafia)

If during the life of this contract, any proceeding or disciplinary actions contemplated by Italian Law No. 646 of 13 September 1982 (and subsequent amendments and integrations) is undertaken against any component of the Contractor or any Subcontractor, the Government can consider this a failure to execute the work and terminate the contractor's right to proceed with the work under the "Default" clause of this contract.

##### 1.15.3 Application of Italian Law No. 646 (Anti-Mafia) to Subcontractors

In addition to the requirement in the FAR Clause 52.244-1, SUBCONTRACTS, of this contract, before the Contracting Officer can consent to any subcontractors, the Contractor will be required to certify to the Contracting Officer that no disciplinary actions or proceedings for Mafia related matters exist against such Subcontractors.

#### 1.15.4 Documentation Requirements

Contractor shall submit the following:

- a. An original, unexpired and not older than 10 months at the time of the bid opening, of the [Chamber of Commerce Certificate of Membership](#) (Certificato di iscrizione alla Camera di Commercio).
- b. Originals, unexpired and not older than one month at the time of the bid opening, of the [Family Status and Residency Certificate](#) of each member of the firm, as listed in the Chamber of Commerce Certificate of Membership (Per Decreto Legislativo n. 490 of 8 Aug 94, published in the Gazzetta Ufficiale n. 186 of 10 Aug 1994).

#### 1.16 CERTIFICATION OF COMPLIANCE WITH ITALIAN LAWS

\*\*\*\*\*  
**NOTE: This paragraph and its subparagraphs apply  
only to projects in Italy.**  
\*\*\*\*\*

##### 1.16.1 Certification

As a condition of final acceptance of the work, the Contractor shall submit to the Contracting Officer a [certificate of compliance for all contract work](#) certifying that the work complies with Italian [Law No. 46](#) and that the provided work is adequate and safe for the designated use. The certification shall be made by the responsible technician of the installation firm who shall have been regularly registered on the Installation National Professional Rolls of Italy for at least the last three years.

##### 1.16.2 Static Load and Final Testing

The Contractor shall comply with the pertinent articles of Italian [LAW No. 1086](#). Because this construction will be performed on property owned by the Italian State, the [LAW No. 1086](#) Articles pertaining to notification and participation by civil authorities are not applicable.

The Contractor shall be fully responsible for construction, supervision, static load tests, and final testing, and for all costs associated with this procedure and specifically follow Article 7 of Italian [LAW No. 1086](#) in performing the test. Any fees for these tests shall be in accordance with Italian Professional Law No. 143 of 2 March 1949 as amended.

Article 2 of Italian [LAW No. 1086](#) requires the static load tests to be performed under the supervision of an engineer or architect registered on the National Professional Verifier Rolls of Italy.

Since GENIODIFE intends to participate in static load and final testing, the Contractor shall notify the Contracting Officer at least 21 calendar days prior to any static load or final test to enable the Contracting Officer to notify GENIODIFE.

Prior to performing the tests, submit to the Contracting Officer the names and [certified credentials of proposed testing personnel](#), engineer(s) or architects(s) they propose to perform the static load testing.

Upon completion of the tests, the Contractor shall submit to the

Contracting Officer two original certification of the static load tests results of the static load tests together with a certification of actual testing personnel stating that each test was performed by the same engineer(s) or architects(s) whose certified credentials were previously submitted. The Contracting Officer will submit one original certification to GENIODIFE.

#### 1.16.3 Other Tests

In addition to the certifications listed above, the Contractor shall provide with all other certifications and testing required by Italian Law. The Contractor is also responsible for all permits required by Italian Law (See Contract Clause FAR 52.236-7, "Permits and Responsibilities". The Contractor shall submit to the Contracting Officer two originals of each certification required by Italian Law. Such certifications may include but not be limited by the following as applicable to the project:

- a. Certificate of conformity for electrical system in accordance with Italian Law No. 46. Include a separate specific certificate of compliance for each electrical panel in accordance with Italian Law No. 46.
- b. Certificate of compliance for heating system above 100,000 Kal/hr in accordance with Italian Law No. 373.
- c. Certificate of compliance for fire prevention system in accordance with DM 16 February 1982 and DM 8 March 1985.
- d. Certificate for elevator system test(s) in accordance with Italian Law 1415 of 24 October 1942.

#### [1.17 CULTURAL RESOURCES

\*\*\*\*\*  
NOTE: This paragraph and following paragraph covers  
special requirements for projects located only at  
Aviano Air Base, in Italy.  
\*\*\*\*\*

Cultural resources such as archaeological remains or villa remains may be uncovered during construction excavation operations on and off Aviano Air Base. If during excavations, suspected cultural remains are found, excavation operations shall immediately cease and contractor shall notify the Contracting Officer. The Contracting Officer shall contact 31 CES/CEV, Environmental Flight, at telephone number 632-4322.

#### ][1.18 UNEXPLODED ORDNANCE

The Contractor is advised that unexploded ordnance may exist in areas where excavation work is required.

During the entire life of this Contract, the Contractor shall be responsible for performing both visual and electronic inspection of the work areas to prevent danger to personnel and loss of equipment from inadvertently exploding old ordnance.

During excavation work the Contractor shall use caution when unknown objects are encountered and thoroughly identify the object prior to removal.

Upon discovery of any suspected unexploded ordnance in the course of contract work, the Contractor shall clear the area and contact the Base Operations Officer and the Contracting Officer. Resultant exploratory and removal work shall be subject to negotiations for a contract change in accordance with the Contract Clauses.

Contractor shall upon issuance of the notice to proceed by the Contracting Officer shall provide the exploratory excavation and removal of suspected unexploded ordnance. This work shall be conducted only by a firm authorized by the Italian Ministry of Defense (IMD) to perform such work, and approved by the Contracting Officer. Submit proof of IMD ordnance work authorization to the Contracting Officer for review and approval prior to conducting ordnance work.

The Contractor shall have the approved ordnance removal firm committed to an on-call basis in the event that suspected unexploded ordnance is encountered during contract work.

#### ][1.19 EXCLUSION OF PRICE REVISION LAWS

\*\*\*\*\*  
**NOTE: This paragraph and following two paragraphs  
and their subparagraphs cover special requirements  
for projects located only in Spain.**  
\*\*\*\*\*

The Contractor and the United States Government, as the sole parties to this contract, do specifically and irrevocably agree that this contract is a FIRM FIXED-PRICE CONTRACT, and do expressly waive and exclude the application of any and all local Laws, Decrees, Orders, and Regulations, which might mandate, authorize, or permit an increase in the contract price, revision or any other mechanism as a result of increased labor costs, equipment costs, material costs, supplies, subcontractor costs, other overhead costs, direct or indirect, or otherwise.

The risks and consequences of this exclusion of the application of Laws as aforementioned are understood by the parties, and have been taken into consideration in arriving at the contract price set forth herein.

It is the parties' intention that the work contracted for, including any subsequent modifications to this contract, shall be performed on a firm fixed-price basis without price revision of any kind.

Any dispute in this respect arising between the parties will be resolved by strict interpretation of the provision of the contract itself.

#### ][1.20 OPTIONAL PURCHASE

All materials and equipment not specifically required to be purchased in the United States of America shall be purchased in Spain and may not be purchased elsewhere without specific written approval of the Contracting Officer. If purchase of material and equipment is not feasible in Spain or it is specified that material and equipment be purchased in the United States, the Clause, "STATUS OF CONTRACTOR AS DIRECT CONTRACTOR" of this Section, will apply.

#### ][1.21 SECURITY REQUIREMENTS

The Contractor shall be responsible for furnishing each employee,



and for requiring that each employee engaged in the work display, such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee.

Contractor personnel identification, including names and photographs, D.N.I. (Documento Nacional de Identidad) numbers, vehicles identification and license plate numbers, of all personnel to be employed in the performance of the work at the site, shall be submitted to the Contracting Officer at least seven (7) days prior to commencement of the work.

Contractor personnel shall be restricted from entering operational buildings or areas without the specific authorization of the Contracting Officer.

## ]PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

Not Used

-- End of Document --