

**FIXED PRICE SUBCONTRACT
IRP2-PROG-CONST-STH076
Between**

Chemonics Iraq LLC

Hereinafter referred to as “Contractor” or “Chemonics.”

And

Hereinafter referred to as the Subcontractor.

Under

Iraq Community Resilience Initiative (ICRI) - Ta'afl
Prime Contract Number: 7200AA19D00015; TO Number: 7200AA21F00006

For

Construction of Pedestrian Bridge in Al Haritha, Basrah, Iraq

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Effective Date: XXX, 2024

Date of Completion: XXX, 2024

The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified below and on any continuation sheets for the consideration stated herein.

Any representations and certifications submitted resulting in award of this Subcontract are hereby incorporated either in full text or by reference, and any updated representations and certifications submitted thereafter are incorporated by reference and made a part of this Subcontract with the same force and effect as if they were incorporated by full text. By signing this Subcontract, the Subcontractor hereby certifies that as of the time of award of this Subcontract: (1) the Subcontractor, or its principals, is not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency; (2) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with awarding the contract or this Subcontract; and (3) no changes have occurred to any other representations and certifications made by the Subcontractor resulting in award of this subcontract. The Subcontractor agrees to promptly notify

Chemonics in writing of any changes occurring at any time during the performance of this Subcontract to any representations and certifications submitted by the Subcontractor.

The rights and obligations of the parties to this fixed price subcontract shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties.

For:
Chemonics Iraq LLC

For:
XXXX

By:

By:

Title:

Title:

Date: _____

Date: _____

PART 1. GENERAL

ARTICLE 1. ACRONYMS AND DEFINITIONS

The following acronyms and definitions apply to this subcontract:

ICRI-Ta'afi	Iraq Community Resilience Initiative – Ta'afi
CFR	Code of Federal Regulations
COP	Chemonics ICRI-Ta'afi Chief of Party
RPM	Chemonics Regional Program Manager
FAR	Federal Acquisition Regulations
Subcontractor	XXX
US	United States
USAID	United States Agency for International Development
USG	United States Government
VAT	Value Added Tax
935	USAID Geographic Code 935, as defined in 22 CFR §228.03

ARTICLE 2. BACKGROUND AND PURPOSE

Under this subcontract, Chemonics International through Chemonics Iraq LLC as Prime Contractor for the USAID-funded Iraq Community Resilience Initiative (ICRI)-Ta'afi. ICRI-Ta'afi is constructing a pedestrian bridge in Al Haritha, Basrah, Iraq, in an effort to increase community engagement activities. Work will include site preparation, excavation works, backfilling works subbase type B , concrete works, steel structure for the bridge and the stairs, cleaning and painting works, Electrical works, and Finishing work as detailed in Section A.1 and Attachment 1.

ARTICLE 3. SUBCONTRACT SCOPE OF WORK

The work to be performed under this subcontract shall consist of the following: providing all tools, equipment, materials, supplies, and manufactured articles; furnishing all labor, transportation, and services, including shipping, fuel, power, water, and essential communications; and performing all work or other operations required for the fulfillment of the subcontract. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the SOW that may be necessary for the proper design and completion of the work in good faith shall be provided by the subcontractor. The Subcontractor shall be responsible for constructing a pedestrian bridge in Al Haritha, Basrah, Iraq. Work will include site preparation, excavation works, backfilling works subbase type B, concrete works, steel structure for the bridge and the stairs, cleaning and painting works, Electrical works, and Finishing work as detailed in Section A.1 and Attachment 1.

The works to be performed include the following:

Phase 1: Mobilization and Implementation Plan

The Subcontractor shall be responsible for the development of a detailed Implementation Plan. At a minimum, the Implementation Plan shall include the demolition plan, criteria for review of the design documents, a listing of the available records reviewed, the finalized progress and work schedule, a description of the means and methods to be employed for a successful delivery, identification of the required

construction permits, schedule of the geotechnical and material tests to be performed and name of the company(ies) that will perform the testing, maintenance of traffic (MOT) plan, a listing of all proposed activities with their anticipated duration and the names of responsible personnel, site staging plan, site safety plan, quality control and assurance plan, as well as the proposed suppliers to be retained by the Subcontractor. The work schedule for the various phases shall be prepared using the Critical Path Method.

Phase 2 – Review and Update of Final Design Documents

The Final Design Documents associated with this project were prepared by project engineers in October 2024. The Final Design Documents are presented under Attachment 1 technical specifications, and bill of quantities as prepared by ICRI-Taafi Engineer for the implementation of the project. The Subcontractor shall perform a constructability review and familiarize themselves with the Final Design Documents and reproduce them as necessary in order to verify all information and quantities contained therein. In particular, the Subcontractor shall review all layouts, alignments, quantities, volumes, locations and sizes of proposed improvements contained in the Final Design Documents. As part of the review process and prior to starting construction, the Subcontractor shall also identify any changes in site conditions since the time the documents were originally prepared, as well as potential flaws in the design, details, specifications and/or calculations not initially provided but necessary for a complete project. The Subcontractor shall make the Final Design Documents his/her own and assume all responsibility and liability associated with their use.

The Final Design Documents shall be reviewed in accordance with the latest requirements of the Iraq and International Code for similar constructions.

Phase 3 – Kick-Off Meeting

The Subcontractor shall participate in a kick-off meeting and site visit with the ICRI-Taafi's engineer and the grantee management under the supervision of ICRI-Taafi. The purpose of the kick-off meeting is to introduce the Subcontractor to the beneficiaries, identify existing constraints, and review the Implementation Plan and Final Design Documents for the project.

The Subcontractor shall summarize the comments generated during the meeting in a memorandum and revise the Final Design Documents and Implementation Plan accordingly.

Phase 4 - Site and Work Implementation

The Subcontractor shall secure and isolate the worksite for the protection of its workforce and the public. The Subcontractor shall install the proposed components associated with the rehabilitation as per the implementation plan and approved final design documents.

The Subcontractor will be responsible for procuring and/or fabricating all required components for the Work as well as all necessary appurtenances for a complete installation. The Subcontractor will be responsible for all permit fees, procurement, shipping, testing, and storage, as required. Delays in procurement, fabrication, and/or shipping shall be the responsibility of the Subcontractor.

The work shall include but not be limited to: -

- ❖ Foundation site preparation, leveling, modification, and excavation works
 - Site preparation
 - Excavation works

- Backfilling works-subbase type B
- ❖ Concrete works: -
 - Plain Concrete
 - Reinforced Concrete for foundations
- ❖ Steel Structure for the Bridge and the Stairs: -
 - Anchor Bolts
 - Steel base plate (1*1) m
 - Steel Columns Sections
 - Steel I-Section for Girder
 - Steel U Channel
 - Steel sections
 - IPE 240
 - Checker plate
- ❖ Cleaning and painting work.
- ❖ Electrical works: -
 - LED Lighting (outdoor) 50w
 - Main Distribution Board with photocell
 - Cable (2x16mm²) for the main power source to the MDB
 - Trash Basket
- ❖ Finishing: -
 - Sunshade for the Bridge and the Staires
 - CNC for the Bridge and the Staires Sides

Site clearing and grubbing shall be accomplished using a combination of mechanized equipment and manual labor to expedite the implementation of the work and protect the environment. The Subcontractor shall furnish all labor, tools, materials, and equipment for the work associated with the Construction of the Pedestrian Bridge in Al Haritha, Basrah. All materials, equipment, and fabricated components installed in the project shall be new and free of defects.

The Subcontractor shall be responsible for the development of sketches and or additional drawings for each work item not sufficiently detailed in the final design documents. The sketches and/or drawings shall include details and technical specifications necessary to facilitate the implementation of the proposed improvements. The Subcontractor shall submit the sketches and/or drawings to ICRI- Taafi engineer for review prior to installing said work item.

All assembly and installation shall be performed by qualified technicians and as per the final design documents, unless approved otherwise. The work shall also include the patching and repair of all existing items disturbed by the offeror during the installation of the general site and civil works. The Subcontractor shall be responsible for the disposal of all unsuitable material removed from the work area during construction. The Subcontractor shall also be responsible for all cleaning and site maintenance activities during the installation phase and for final cleanup. The Subcontractor shall be responsible for cleaning up the worksite following each workday.

Throughout this work phase, the Subcontractor shall follow the established Environmental Mitigation and Monitoring Plan (EMMP) as provided under Attachment E in order to comply with USAID requirements for the ICRI-Taafi program. The purpose of the EMMP is to mitigate environmental impact of the potential

activities by applying mitigation actions throughout implementation. Using the prescriptions of the EMMP, the Subcontractor shall dutifully follow and implement all preventive and mitigation measures during all phases of the project.

During the implementation of the project, the Subcontractor shall maintain a photographic record of work on site to document daily progress along with a record of all individuals who access the site throughout implementation. The access records shall be available upon request to ICRI-Taafi engineer for review during site visits.

Phase 5 - Substantial Completion and Inspection

The Subcontractor must complete all work required under the subcontract in a satisfactory manner, in accordance with the design documents and specifications in the BOQ. The Subcontractor shall be responsible for all reasonable site cleaning and proper material disposal to ensure that the site is returned to its original condition. The Subcontractor shall inform ICRI-Taafi that all works are completed in accordance with the SOW, at which time the ICRI-Taafi engineer will inspect the site and provide any comments to the Subcontractor regarding any identified defects, remaining works, or site cleaning to be completed. The list of comments and outstanding tasks will be provided to the Subcontractor in writing, with an expected timeline (of no more than 30 days) for when each note should be addressed.

Phase 6 – Correction of Defects and Final Acceptance

The Subcontractor shall be responsible for correcting any defect in or damage to any part of the works which may appear or occur during this period. This may include replacing malfunctioning or faulty materials, repairing or re-doing defective workmanship, or finalizing any remaining tests or certifications. The Subcontractor shall inform ICRI-Taafi when all defects have been corrected. Thirty days after the initial works completion, ICRI-Taafi engineer and the beneficiary end user shall conduct a final inspection of all works, including previously identified defects. Upon final acceptance of all the works, the parties will confirm the work under the subcontract has been completed in a satisfactory manner and the Subcontractor will hand responsibility for the site back over to the end user. ICRI-Taafi will issue a Certificate of Final Acceptance to the Subcontractor.

ARTICLE 4. SUBCONTRACT FUNDING AND TYPE

Chemonics International Inc., on behalf of USAID and in cooperation with the Government of Iraq, is authorized to fund this subcontract under the authority of Chemonics' prime contract number: 7200AA19D00015; TO Number: 7200AA21F00006, funded by the USG.

This is a firm fixed-price subcontract payable entirely in IQD. No additional sums will be payable for any escalation in the cost of materials, equipment, or labor, or because of the Subcontractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. Chemonics will not adjust the subcontract price due to fluctuations in currency exchange rates, except at the discretion of Chemonics. Chemonics will only make changes in the subcontract price or time to complete due to changes made by Chemonics in the work to be performed, or by delays caused by Chemonics.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective date of this fixed price subcontract is **xxx**, 2024, and the completion date is **xxx**, 2024. The subcontractor shall submit the milestones set forth in Article 6 in accordance with the schedule stipulated therein.

ARTICLE 6. DELIVERABLE DUE DATES

The Subcontractor shall receive compensation from Chemonics for services provided, in accordance with the schedule set forth below.

Deliverable #	Description	Due Date
1,2	Performance Guarantee in accordance with Article14	Within 7 calendar days after subcontract execution
	Mobilization and Implementation Plan	
	Review and Update of Final Design Documents	
	DBA Insurance (Optional)	
	FFATA Certification completed and submitted to ICRI	
3	Site Handover and Start of Work: Kick-off Meeting and Notes	Within 7 calendar days after subcontract execution
4	EMR Planning and Design	10 calendar days from the start of construction works
4, 5	Phase 4 Progress Reports (see Article 7 Progress Reports) and Construction-Phase EMRs	Every two weeks on Thursdays throughout Phase 4
6	Final Report	xx calendar days from the start of construction works

ARTICLE 7. PROGRESS REPORTS

Starting with Phase 4, in order to track the Subcontractor's progress under this subcontract, the Subcontractor shall be required to submit a progress report every two weeks summarizing the Subcontractor's progress under each deliverable, observations resulting from weekly inspections, difficulties or irregularities encountered, resolution of problems, recommendations, monitoring and preparation of the environmental evaluation reports and other matters related to this subcontract, including updates to the construction schedule. These bi-weekly reports shall be submitted via email to the Chemonics Procurement Manager and Senior Engineer (see Article 9 Authorized Representatives).

A final report is required for submission prior to final acceptance. This final report should summarize the overall activity carried out under this subcontract.

ARTICLE 8. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be understood or implied as establishing a relationship of master and servant or principal and agent between Chemonics and the Subcontractor. The Subcontractor, under this agreement, has complete charge of its personnel and any second-tier subcontractors, if any and allowed, performing under this agreement and shall be fully responsible for the services performed by them or on their behalf.

ARTICLE 9. AUTHORIZED REPRESENTATIVES

Any action, modification, notice, request, or consent required to be given or made pursuant to this subcontract must be in writing and may only be made by the authorized officials specified below or their designee:

For Chemonics:

Joshua Owens
Melissa Gasmí

ICRI-Ta'afi Chief of Party, or designee
Senior Vice President, Chemonics International, Inc. or designee

For Subcontractor:

The Subcontractor shall render the services and produce the deliverables stipulated in Article 6 above, under the general supervision of the Chemonics ICRI-Ta'afi project Deputy Chief of Party – Programs, Wisam Khaleefah, or his designee. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price subcontract. The Deputy Chief of Party- Programs will be responsible for monitoring the Subcontractor's performance under this fixed price subcontract with the assistance of the following individuals:

Technical direction during the performance of the subcontract shall be provided by the Chemonics Senior Engineer or their designer. The authorized Senior Engineer for this subcontract is Name, email. See Article 37: Technical Direction for further details. Contractual guidance shall be provided by the Chemonics ICRI-Ta'afi Procurement Manager name, email. The Subcontractor shall address all contractual-related inquiries and correspondence to the ICRI-Ta'afi Procurement Manager.

ARTICLE 10. SUBCONTRACT TYPE

This is a firm fixed price (FFP) type Subcontract.

ARTICLE 11. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

The Subcontractor shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of Iraq and its political subdivisions and with the standards of relevant licensing boards and professional associations. The Subcontractor shall also comply with the applicable U.S Government Federal Acquisition and USAID regulations governing this fixed price subcontract, which are incorporated by reference into this subcontract, and appear in Article 64, Clauses Incorporated by Reference.

The Subcontractor shall further undertake to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Subcontractor's industry and to ensure that Subcontractor's employees assigned to perform any services under this subcontract will conduct themselves in a manner consistent therewith.

1. The Subcontractor shall exercise due diligence to prevent and detect criminal conduct and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with law.
2. The Subcontractor shall timely disclose, in writing, to Chemonics and the USAID Office of the Inspector General (OIG), whenever, in connection with this subcontract, or any Order issued hereunder, if applicable, the Subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the Subcontractor has committed a violation of the provisions against fraud, conflict of interest, bribery or gratuity, or false claims found in this subcontract.

3. The Subcontractor shall refer to FAR 52.203-13 Contractor Code of Business Ethics and Conduct incorporated by reference herein for applicability of additional requirements.”

ARTICLE 12. GOVERNING LANGUAGE

The Subcontract is executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning and/or interpretation of this Subcontract.

PART 2. PAYMENT AND FINANCIAL OBLIGATIONS

ARTICLE 13. PRICE SCHEDULE

The Subcontractor shall complete all work (including furnishing all labor, material, equipment, and services) required under this subcontract for the fixed price of xxxxxxxx IQD. This price shall include all licenses, permits, administration costs, labor costs, materials, overhead, profit, and all other costs.

ARTICLE 14. PERFORMANCE GUARANTEE

Within 7 (seven) calendar days after execution of this subcontract, the Subcontractor shall deliver to Chemonics a performance guarantee in the amount of 10% of the subcontract amount in the form of an official bank guarantee or a check. The bank guarantee or check shall be issued by a reputable bank licensed to do business in Iraq. The format of the bank guarantee shall be as indicated in Attachment C. This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Substantial Completion.

ARTICLE 15. PAYMENT SCHEDULE

As consideration for the delivery of all the products and/or services stipulated in Article 3, Chemonics will pay the Subcontractor a total of xxxxxxxx IQD **plus the cost of DBA at xxx IQD**. This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Article 5 - Period of Performance. Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment after Subcontractor’s successful completion of the corresponding deliverable indicated in the following table:

Payment #	Deliverable #	Description	Amount to be Paid
1	1, 2,3	• Performance Guarantee • Mobilization and Implementation Plan • EMR Planning and Design • Updated Final Design Documents • DBA Insurance (optional) • FFATA Certificate Completed • Kick-off Meeting Notes	xxx IQD
2	4,5	Upon 40% completion, 40% of the payment will be paid., 1 ST Progress Reports and Construction-Phase EMPs.	xxxx IQD

3	4,5	Upon 70% completion, 30% of the payment will be paid. 2 nd Progress Reports and Construction-Phase EMRs	xxxxx IQD
4	4,5	Upon 100% completion, 20% of the payment will be paid. final Progress Reports and Construction-Phase EMRs.	xxxxx IQD
5	Article 59	Remaining 10% of retention payment per Article 57 and Article 59, Final Acceptance certificate (After 30 days of substantial work completion)	xxxxx IQD
Total Payment			xxxxx IQD

ARTICLE 16. PAYMENT TERMS, RETENTION, LIQUIDATED DAMAGES AND DELAY PENALTIES

16.1 Payment Terms

Chemonics shall pay the Subcontractor the total fixed subcontract price as provided in Article 13 above. Chemonics will only pay, and the Subcontractor may only submit invoices for payment for deliverables that have been accepted and approved by the ICRI-Ta'afi. Chemonics will pay the Subcontractor's invoice, less the retention amount as detailed below, within thirty (30) business days after the following conditions have been fulfilled:

- a) the work performed and invoiced by Subcontractor has been approved by Chemonics.
- b) the Subcontractor has delivered a proper invoice, in compliance with Article 17 below.

Payment will be made in IQD. Approved payments will be made payable to the Subcontractor to the following authorized account:

- a) **Account name:**
- b) **Bank name:**
- c) **Bank address or branch location:**
- d) **SWIFT:**
- e) **IBAN:**

Payment of unpaid balances will be paid upon completion and final acceptance of all works and deliverables by Chemonics. Any invoices for services rendered and deliverables submitted—but not accepted by Chemonics—will not be paid until the Subcontractor makes sufficient revisions to the deliverables such that Chemonics may approve the deliverables and thus the invoice. Chemonics is responsible for outward banking fees only and will not cover additional fees not included in the original fixed unit price including bank transfer fees, and any fees that may owed Central Bank of Iraq including beneficiary bank deductions and commission, and all other costs.

16.2 Retention-

10% shall be withheld from the payment as a retention amount. The retention amount shall be released upon receipt and approval of the Final Report and issuance of Certificate of Final Acceptance by Chemonics as described in Article 59 below.

16.3 Liquidated Damages

In accordance with FAR Clause 52.211-12 "Liquidated Damages" – Construction (SEPT 2000), if the Subcontractor fails to complete any deliverable as described in article 3 within the time specified in the Subcontract, or within any extension granted in writing by Chemonics, the Subcontractor shall pay to Chemonics as liquidated damages, the sum of xxxx IQD for each day of delay until the work is completed

or accepted. The maximum number of liquidated damages may not exceed 10% of the total contract amount.

ARTICLE 17. INVOICE REQUIREMENTS

The Subcontractor shall present an invoice to Chemonics only for services and/or products that have been accepted by Chemonics. The invoice must be an original invoice, submitted to:

Chemonics Iraq LLC
ICRI-Ta'afi Office
Jouhayna Business Center
Attention: Finance Department

To constitute a proper invoice, the Subcontractor's invoice must include the following information and/or attached documentation. This information will assist Chemonics in making timely payments to the Subcontractor:

1. Subcontractor legal name, subcontract number, invoice date, and invoice number.
2. Deliverable(s) number, description of approved deliverable(s), and corresponding fixed price(s).
3. Bank account information to which payment shall be sent and method of payment consistent with Article 16.1
4. Subcontractor Certification, as described below:

SUBCONTRACTOR CERTIFICATION

The undersigned hereby certifies that the invoice has been prepared from the books and records of the Subcontractor in accordance with the terms of Subcontract No. IRP-PROG-CONST-STH076, and to the best of my knowledge and belief, all information contained herein is correct. The sum claimed under this Subcontract is proper and due. The work reflected by the costs included in this invoice has been performed (except as herewith reported in writing). The quantities and amounts involved are consistent with the requirements of this subcontract, all Chemonics and/or USAID/Iraq approvals have been obtained, and any appropriate refund to Chemonics will be made promptly upon request in the event of disallowance of any claim or part thereof under the terms of this agreement.

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract.
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the subcontract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of the applicable laws of Iraq, and any applicable laws of the United States Government.
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Signature of Authorized Representative)

(Title)

(Date)

ARTICLE 18. TAXES AND DUTIES

The services performed under this Subcontract are funded by the United States Government and shall, therefore, be exempt from payment of any taxes, duties, fees, levies, and any other impositions for which Chemonics is exempt, during the period of performance of this subcontract. The Subcontractor shall not pay any host country taxes, duties, levies, etc. from which this USAID program is exempt pursuant to the April 10th, 1952, bilateral agreement between the United States of America and Iraq. In the event that any exempt charges are paid by the Subcontractor, they will not be reimbursed to the Subcontractor by Chemonics. The Subcontractor shall immediately notify Chemonics if any such taxes are assessed against the Subcontractor or its Subcontractors at any tier.

The Subcontractor is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Subcontractor and who are directed to work as required under this Subcontract.

Subcontractor is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Subcontractor is normally responsible as a result of operating its business.

ARTICLE 19. REPORTING OF FOREIGN TAXES

a. The Subcontractor must annually submit a report to Chemonics by April 1 of next year.

b. Contents of Report. The report must contain:

- (i) Contractor/recipient name.
- (ii) Contact name with phone, fax, and email.
- (iii) Agreement number(s).
- (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third-party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (vi) Any reimbursements received by the Recipient during the period in (iv) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (iv) received through March 31.
- (vii) Report is required even if the recipient did not pay any taxes during the report period.
- (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

c. Definitions. For purposes of this clause:

- (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements, and interagency agreements.
- (ii) "Commodity" means any material, article, supply, goods, or equipment.
- (iii) "Foreign government" includes any foreign governmental entity.
- (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on

a commodity. It does not include foreign sales taxes.

d. Sub-agreements. The Subcontractor must include this reporting requirement in all applicable subcontracts, subgrants and other sub-agreements.

e. For further information see <http://www.state.gov/m/rm/c10443.htm>.

ARTICLE 20. INSURANCE COVERAGE

During the course of this subcontract, the Subcontractor shall carry and maintain insurance and show proof of coverage as required and prescribed by law, inclusive of the following:

1. General liability insurance as required by the Government of Iraq, and any other applicable laws and as prescribed.
2. Professional liability insurance as required by the Government of Iraq, and any other applicable laws and as prescribed.
3. Worker's compensation insurance covering each employee to the extent required by the Defense Base Act of the United States.
4. Insurance to cover any damage or destruction of works, for whatever cause.
5. Insurance coverage for equipment and tools used under this Subcontract.
6. All social insurance as required by applicable laws for all employees.

ARTICLE 21. SET-OFF CLAUSE

Chemonics reserves the right of set-off against amounts payable to Subcontractor under this subcontract or any other agreement the amount of any claim or refunds Chemonics may have against the Subcontractor.

ARTICLE 22. INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS

The Subcontractor waivers any additional benefits and agrees to defend, indemnify, and hold harmless Chemonics from any loss, damage, liability, claims, demands, suits, or judgments ("Claims") including any reasonable attorney's fees, and costs, as a result of any damage or injury to Chemonics or its employees, directors, officers, or agents, or properties, or for any injury to third persons (including, but not limited to Claims by Subcontractor's employees, directors, officers or agents) or their property which is directly or indirectly caused by the negligence, willful misconduct, breach of this Subcontract, or violation of statutory duties of Subcontractor, or its employees, officers, directors, or agents, arising out of or in connection with the performance of this Subcontract unless such Claim is caused by, or resulting from, a material breach of this Subcontract by Chemonics.

PART 3. GENERAL TERMS AND CONDITIONS

ARTICLE 23. AUTHORIZED USAID GEOGRAPHIC CODE

- a) All goods and services offered under this order must meet USAID Geographic Code 935 (Special Free World) requirements detailed in the Code of Federal Regulations (CFR), 22 CFR §228 and the Automated Directives System (ADS), ADS Chapter 260.

No items, items with components from, or related services may be offered from the following countries: Cuba, Iran, North Korea, and Syria. Related services include incidental services pertaining to any/all aspects of this subcontract (including transportation, fuel, lodging, meals, and communications expenses).

- b) Chemonics will not accept any and all items that are made by Huawei Technology Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company.

ARTICLE 24. INSPECTION AND ACCEPTANCE

Chemonics will inspect on at least a weekly basis the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards. Inspection and acceptance will be carried out in accordance with Articles 57 through 59 below.

Neither Chemonics review, approval, or acceptance of, or payment for services required under this Subcontract shall be construed as a waiver of any rights under this Subcontract, and the Subcontractor shall be and will remain liable to Chemonics in accordance with applicable laws for all damages to Chemonics caused by the Subcontractor's negligent performance of any of the services furnished under this subcontract.

ARTICLE 25. BRANDING POLICY

It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Marking of construction site(s) shall comply with the USAID Graphics Standard Manual available at www.usaid.gov/branding, or any successor branding policy. The Subcontractor may request specific guidance on marking requirements from Chemonics.

ARTICLE 26. INTELLECTUAL PROPERTY RIGHTS

a) Subcontractor warrants that the Work performed or delivered under this Subcontract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, Subcontractor shall defend, indemnify, and hold harmless Chemonics and its clients from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Subcontract infringes or otherwise violates the intellectual property rights of any person or entity. This indemnity and hold harmless shall not be considered an allowable cost under any provisions of this Subcontract except with regard to allowable insurance costs.

(b) Subcontractor's obligation to defend, indemnify, and hold harmless Chemonics and its customers under Paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to Chemonics' Prime Contract for infringement of a U.S. patent and Chemonics and its clients are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorneys' fees by a third party.

(c) In addition to any other allocation of rights in data and inventions set forth in this agreement, Subcontractor agrees that Chemonics, in the performance of its prime or higher tier contract obligations (including obligations of follow-on contracts or contracts for subsequent phases of the same program), shall have under this agreement an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Subcontract.

(d) The tangible medium storing all reports, memoranda or other materials in written form including machine readable form, prepared by Subcontractor, and furnished to Chemonics pursuant to this Subcontract shall become the sole property of Chemonics.

ARTICLE 27. MODIFICATIONS

Modifications to the terms and conditions of this Subcontract, including any modification to the scope of work, may only be made by written agreement between authorized personnel of both Parties, and shall not be effective until the consent of USAID, if applicable, has been obtained. Each Party shall give due notice and consideration to any proposals for modification made by the other Party.

ARTICLE 28. CHANGES

In accordance with FAR Clause 52.243-4 Changes (JUN 2007) for fixed price construction subcontracts over the simplified acquisition threshold, or FAR clause 52.243-5 "Changes and Changed Conditions" (APR 1984) for fixed price construction subcontracts under the simplified acquisition threshold, Chemonics may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in the services to be performed. No services for which an additional cost or fee will be charged by the Subcontractor shall be furnished without the prior written authorization of the Chemonics' Senior Vice President, or his/her designee.

ARTICLE 29. GOVERNING LAW AND RESOLUTION OF DISPUTES

(a) *Governing law.* This Subcontract shall be governed and construed under the laws of the District of Columbia, except that subcontract provisions and requirements that are based on government contract laws, regulations, or Federal Acquisition Regulation clauses shall be construed in accordance with the federal common law of Government Contracts as represented by decisions of the Federal Courts, and the Armed Services and Civilian Boards of Contract Appeals.

(b) *Disputes based on Client Actions.*

(1) Any decision of the Government under the Prime Contract, if binding on Chemonics, shall also bind the Subcontractor to the extent that it relates to this Subcontract, provided that Chemonics shall have promptly notified the Subcontractor of such decision and, if requested by Subcontractor, shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Subcontractor's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon the Subcontractor.

(2) For any action brought, or sponsored, by Chemonics on behalf of the Subcontractor pursuant to this clause, the Subcontractor agrees to indemnify and hold Chemonics harmless from all costs and expenses incurred by Chemonics in prosecuting or sponsoring any such appeal.

(c) *Other Disputes.* All disputes not covered under subparagraph (b) above shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitration shall be conducted in Washington, DC. Arbitrators shall be empowered to award only direct damages consistent with the terms of this Agreement. Each party shall bear its own costs of arbitration, including attorneys' and experts' fees. An arbitration decision shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(d) *Duty to Continue to Perform.* Notwithstanding any such dispute, the Subcontractor shall proceed diligently with performance under this Subcontract in accordance with the Contractor's directions.

(e) *Limitations.* Chemonics' entire liability for claims arising from or related to this Subcontract will in no event exceed \$ 151,452.00 USD. Except for indemnification obligations, neither the Subcontractor or Chemonics will have any liability arising from or related to this Subcontract for (i) special, incidental, exemplary, or indirect damages, or for any economic consequential damages, or (ii) lost profits, business, revenue, goodwill, or anticipated savings, even if any of the foregoing is foreseeable or even if a party has been advised of the possibility of such damages.

The Subcontractor acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this Subcontract.

ARTICLE 30. FORCE MAJEURE

For the purposes of this subcontract, "Force Majeure" means an event or events either of nature or caused by man, which is beyond the reasonable control of a Party—that is, either Chemonics or the Subcontractor—and which makes a Party's performance of its obligations under the subcontract impossible. In no event can a Force Majeure event be caused by the negligence or intentional action of a Party or such Party's subcontractors or agents or employees. Any Force Majeure event must be an event that a diligent Party could not have reasonably expected and could not have taken action to mitigate or avoid such circumstances which prevent the Party from carrying out its obligations hereunder. Force Majeure causes may include—but are not restricted to—fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this subcontract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Subcontract, and (b) has informed the other Party as soon as possible, but not longer than five (5) days about such occurrence.

Any time extensions resulting from a Force Majeure in which a Party could not complete an action or task shall be for the period of time equal to the time the Party was unable to perform due to the Force Majeure event.

ARTICLE 31. TERMINATION

Chemonics reserves the unilateral right to terminate this fixed price subcontract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-2, Termination for Convenience of the Government (Fixed Price)

(Short Form) (April 1984) for work below the simplified acquisition threshold , or 52.249-2 Alt I for work that is above the simplified acquisition threshold which is incorporated by reference in Article 64 herein.

In the event of a termination for convenience of this subcontract in whole or in part, the COP will deliver to the Subcontractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Subcontractor shall (1) immediately discontinue all services under the subcontract (unless the notice directs otherwise), and (2) deliver to the ICRI-Ta'afi project engineer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Subcontract, whether completed or in process. Chemonics shall pay for all deliverables completed at the time of termination, and a pro-rata share of any deliverable in progress, without further financial obligation to the Subcontractor.

In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price subcontract or is unable to fulfill the terms of this fixed price subcontract by the completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this fixed price subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

ARTICLE 32. ORGANIZATIONAL CONFLICTS OF INTEREST

It is understood and agreed that some of the work performed under this subcontract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Chemonics of such potential conflict of interest and receiving Chemonics' written approval to undertake such activities.

ARTICLE 33. ENGAGING CHILD LABOR

Chemonics neither engages in nor condones unlawful employment, or exploitation of children in the workplace. Consistent with Iraq labor law, the minimum age for full-time employment under this subcontract is 18 years of age.

The Subcontractor shall remunerate employees and consultants employed under this fixed price subcontract in accordance with the pay scales and pay rates established by labor law and/or consistent with reasonable local standards for the type of work to be performed.

The Subcontractor shall inform Chemonics in writing, within 24 hours, if it discovers that:

1. A child under the age of 18 has been employed by the Subcontractor; or
2. An employee or consultant of the Subcontractor knowingly or unknowingly employed an individual under the age of 18 or
3. An individual under the age of 18 has been employed in hazardous work by the Subcontractor; or
4. The Subcontractor, or an employee or consultant of the Subcontractor knowingly or unknowingly employed an individual under the age of 18 for hazardous work.

In the event that Chemonics discovers any violations of the provision above, Chemonics may unilaterally terminate the Subcontract for default. Failure to comply with the provision above may result in termination

of the Subcontract for default by Chemonics. Chemonics may request refunds of any amounts paid for child labor in violation of this provision.

ARTICLE 34. ANTI-KICKBACK (CORRUPTION)

The following definitions apply to this clause:

- *Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to Chemonics, the ICRI-Ta'afi project office or any of its employees, the Subcontractor or Subcontractor employees, or subcontractors in any way related to the performance or subsequent activities of this subcontract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this subcontract.
- *Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- *Subcontractor employee*, as used in this clause, means any officer, partner, employee, or agent of the Subcontractor.

The Subcontractor and its employees, whether directly or indirectly engaged in the performance of this subcontract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the subcontract price charged by the Subcontractor to Chemonics.

When the Subcontractor has reasonable grounds to believe that a violation described in the above paragraph may have occurred, the Subcontractor shall promptly report in writing the possible violation. Such reports shall be made to Chemonics, who shall forward the report to the USAID Inspector General for investigation. The Subcontractor further agrees to cooperate fully with any United States Government agency investigating a possible violation described in the paragraph above.

Chemonics may offset the amount of the kickback against any monies owed by Chemonics under this fixed price subcontract or order the monies withheld from future payments due the Subcontractor.

The Subcontractor agrees to include the substance of this provision in any contract it may issue under this subcontract.

ARTICLE 35. TERRORIST FINANCING PROHIBITION

The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this subcontract.

ARTICLE 36. SECURITY

Security in Iraq remains tenuous. Security for the Subcontractor's personnel, equipment, and offices shall be the responsibility of the Subcontractor. The Subcontractor shall assess the security situation in relation to the scope of work of this subcontract and institute appropriate measures to address any security threats. If security factors are expected to disrupt implementation of this subcontract or to cause delay in attaining

established targets, it is the Subcontractor's responsibility to immediately notify the Chemonics ICRI-Ta'afi COP.

PART 4. SPECIAL TERMS AND CONDITIONS

ARTICLE 37. TECHNICAL DIRECTION

The following terms and conditions apply to any technical direction under this subcontract:

- (a) "Technical direction" is defined to include:
 - (1) Written directions to the Subcontractor which provide details, suggest possible lines of inquiry, or otherwise facilitate completion of work.
 - (2) Provision of written information to the Subcontractor which assist in the interpretation of drawings, specifications, or technical portions of the work statement.
 - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing and must be within the scope of the work as detailed in Article 3.
- (b) The Project Engineer is authorized by the ICRI-Ta'afi to take any or all of the following actions:
 - (1) Assure that the Subcontractor performs the technical requirements of the subcontract in accordance with the subcontract terms, conditions, and specifications.
 - (2) Perform or cause to be performed, inspections necessary in connection with (a) above and require the Subcontractor to correct all deficiencies.
 - (3) Perform acceptance-related activities and verification for Chemonics.
 - (4) Maintain all technical-related communications with the Subcontractor. Written communications with the Subcontractor and documents shall be signed as "Chemonics ICRI-Ta'afi Project Engineer" with a copy furnished to the Chemonics.
 - (5) Issue written interpretations of technical requirements of Chemonics drawings, designs, and specifications.
 - (6) Monitor the Subcontractor's production or performance progress and notify the Subcontractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the COP and Program Manager incidents of faulty or nonconforming work, delays, or problems.
- (c) The project engineer is not empowered to award, agree to, or sign any subcontract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by Chemonics. The project engineer may not take any action which may impact on the subcontract schedule, funds, scope, or rate of utilization of level of effort. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the COP and/or Chemonics Senior Vice President, or his/her designee, in consultation with the project engineer and the USG BL Contracts Division.
- (d) The Subcontractor is required to meet as appropriate with the Project Engineer and the Procurement Manager concerning the performance of items delivered under this subcontract and any other administration or technical issues. Problem areas should be brought to the immediate attention of the project's Program Manager.
- (e) In the absence of the designated project engineer the ICRI-Ta'afi may designate someone to serve

in his/her place. However, such an action to direct an individual to act in the project engineer's place shall immediately be communicated to the Subcontractor.

- (f) Contractual problems, of any nature, that may arise during the life of the subcontract must be handled in conformance with the subcontract and specific public laws and regulations. The Subcontractor and the project engineer shall bring all contracting problems to the immediate attention of the ICRI-Ta'afi and Program Manager. Only the Chemonics Senior Vice President or his/her designee in consultation with the Chemonics USG BL Contracts Division, is authorized to formally resolve such problems and is responsible for resolving legal issues, determining subcontract scope, and interpreting subcontract terms and conditions. The Chemonics Senior Vice President, or his/her designee is the sole authority authorized to approve changes in any of the requirements under this subcontract. These changes include—but will not be limited to—the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and subcontract terms and conditions. In the event the Subcontractor effects any changes at the direction of any other person other than the Chemonics Senior Vice President, or his/her designee, the change will be considered to have been made without authority.
- (g) Failure by the Subcontractor to report to the COP or the Program Manager any action by Chemonics considered to a change, within ten days as required by FAR 52.243-7 (Notification of Changes), waives the Subcontractor's right to any claims for equitable adjustments.

ARTICLE 38. WORKMANSHIP AND QUALITY CONTROL BY SUBCONTRACTOR

All construction work provided by the Subcontractor shall comply with the Government of Iraq's Codes and Standards for construction pertinent to this work. The Subcontractor is expected to produce work which conforms in quality and accuracy of detail to these standards. The Subcontractor, at its own expense, is to institute a Quality Assurance Plan and provide experienced managers, engineers, foremen, surveyors, materials technicians, and other technical staff, together with all transport, instruments, and equipment, to ensure adequate supervision by Subcontractor and execution of the works at all times.

The Subcontractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the subcontract. The Subcontractor shall photograph (dated) construction operations daily. Items to be photographed are to include excavations, placement of reinforcements, concrete placement including vibrations, slump tests, placement of pads and other critical areas. The Subcontractor shall provide copies of the weekly inspection reports and photographs to the Procurement Manager.

The Subcontractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Subcontractor shall bring any conditions beyond the responsibility of the Subcontractor to the attention of the COP or project engineer.

ARTICLE 39. ANTIQUITIES

Subject to the provisions defined in the applicable laws, Subcontractor shall immediately notify Chemonics of such findings of fossils, coins, antiquities, historic structures, and other vestiges of geological or archeological interest discovered on site. Chemonics shall then consult with the appropriate authorities and

advise the subcontractor of the proper course of action. The subcontractor shall take reasonable precautions to prevent its workmen or any other persons from removing or damaging any such article or artifact.

ARTICLE 40. DIFFERING SITE CONDITIONS

In accordance with FAR Clause 52.236-2 “Differing Site Conditions” (APR 1984), the subcontractor shall promptly give a written notice Chemonics of (1) subsurface or latent physical conditions at the site that differ materially from those indicated in this subcontract, (2) unknown physical conditions at the site that differ materially from those indicated in this subcontract, and (3) unknown physical conditions at the site, of an unusual nature, that differ materially from those ordinarily encountered and generally recognized as inherent in the work character provided for in this subcontract.

No request by the Subcontractor for an equitable adjustment to the subcontract under this clause shall be allowed unless the Subcontractor has given the required written notice.

No request by the Subcontractor for an equitable adjustment to the subcontract for unexpected site conditions shall be considered by Chemonics if made after final payment under this subcontract.

ARTICLE 41. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

In accordance with FAR Clause 52.236-3 “Site Investigation and Conditions Affecting the Work” (APR 1984), the Subcontractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost. The Subcontractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonable ascertained from an inspection of the site. Any failure of the Subcontractor to take the actions described and acknowledged in this paragraph will not relieve the Subcontractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to Chemonics. Chemonics assumes no responsibility for any conclusions or interpretations made by the Subcontractor based on the information made available by Chemonics.

ARTICLE 42. MATERIAL AND WORKMANSHIP

In accordance with FAR Clause 52.236-5 “Material and Workmanship” (APR 1984), all equipment, material, and articles incorporated into the work covered by this subcontract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided for in this subcontract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Subcontractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Chemonics through the project engineer is equal to that named in the specifications, unless otherwise specifically provided for in this Subcontract.

The Subcontractor shall perform all work under this subcontract in a skillful and workmanlike manner. Chemonics reserves the right to request the removal of any Subcontractor employee who is deemed to be incompetent, careless, or otherwise objectionable.

ARTICLE 43. SUPERINTENDENCE BY THE SUBCONTRACTOR

In accordance with FAR Clause 52.236-6 “Superintendence by the Contractor” (APR 1984), at all times during the performance of this Subcontract and until the work is completed and accepted, the Subcontractor shall have on the work site a competent Site Supervisor who is approved and accepted by Chemonics. The Site Supervisor will have authority to act on behalf of the Subcontractor.

The extent and character of the work to be done by the Subcontractor shall be subject to the general oversight, supervision, direction, control, and approval of authorized Chemonics personnel.

ARTICLE 44. PERMITS AND RESPONSIBILITIES

In accordance with FAR Clause 52.236-7 “Permits and Responsibilities” (NOV 1991), the Subcontractor shall, without additional expense to Chemonics, be responsible for obtaining any necessary licenses and permits, and for complying with all laws, codes, and regulations applicable to the performance of this work. The Subcontractor shall also be responsible for all damages to persons or property that occurs as a result of the Subcontractor’s fault or negligence. The Subcontractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the subcontract.

ARTICLE 45. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

In accordance with FAR Clause 52.236-9 “Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements” (APR 1984), the Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and that do not unreasonably interfere with the work required under this Subcontract.

The Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, Chemonics may have the necessary work performed and charge the cost to the Subcontractor.

ARTICLE 46. OPERATIONS AND STORAGE AREAS

In accordance with FAR Clause 52.236-10 “Operations and Storage Areas” (APR 1984), temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Subcontractor only with the approval of the project engineer and shall be built with labor and materials furnished by the Subcontractor without expense to Chemonics. The temporary buildings and utilities shall remain the property of the Subcontractor and shall be removed by the Subcontractor at its own expense upon completion of the work.

The Subcontractor shall use only established roadways and bridges or use temporary roadways. When materials are transported in executing the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or applicable laws. When it is necessary to cross curbs or sidewalks, the Subcontractor shall protect the property from damage. The Subcontractor shall repair or pay for the repair of any damaged curbs, sidewalks, bridges, and roads.

ARTICLE 47. USE AND POSSESSION PRIOR TO COMPLETION

In accordance with FAR Clause 52.236-11 “Use and Possession Prior to Completion” (APR 1984), Chemonics shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, Chemonics shall furnish the Subcontractor a list of items of work remaining to be performed or corrected on those portions of the work that Chemonics intends to take possession of or use. However, failure of Chemonics to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the Subcontract. Possession or use by Chemonics shall not be deemed as acceptance of any work under the Subcontract unless indicated in writing.

While Chemonics has such possession or use, the Subcontractor shall be relieved of the responsibility for the loss or damage to work resulting from Chemonics’ possession or use, notwithstanding the terms of Article 44, “Permits and Responsibilities.”

ARTICLE 48. CLEANING UP

In accordance with FAR Clause 52.236-12 “Cleaning Up” (APR 1984), the Subcontractor shall at all times keep the work area, including storage areas, free from accumulated waste materials. Before completing the work, the Subcontractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Chemonics. Upon completing the work, the Subcontractor shall leave the work area in a clean, neat, and orderly condition acceptable to the Chemonics through the project engineer.

ARTICLE 49. ACCIDENT PREVENTION

In accordance with FAR Clause 52.236-13 “Accident Prevention” (NOV 1991), the Subcontractor shall provide and maintain work environments and procedures that will (1) safeguard the public, as well as Subcontractor’s personnel, property, materials, supplies, and equipment exposed to Subcontractor’s operations and activities; (2) avoid interruptions in Chemonics operations and avoid delays in project completion dates; and (3) control costs in the performance of this subcontract.

Subcontractor shall provide appropriate safety barricades, signs, and signal lights; and comply with all safety standards, laws, regulations, codes, as are applicable in the performance of work as required under this Subcontract.

ARTICLE 50. AVAILABILITY AND USE OF UTILITY SERVICES

In accordance with FAR Clause 52.236-14 “Availability and Use of Utility Services” (APR 1984), the Subcontractor, at its expense and in a workmanlike manner and to the satisfaction of the project engineer shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by Chemonics, the Subcontractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

ARTICLE 51. SCHEDULES FOR CONSTRUCTION SUBCONTRACTS

In accordance with FAR Clause 52.236-15 “Schedules for Construction Contracts” (APR 1984), the Subcontractor, shall, within five days after the effective date of the Subcontract or another period of time

determined by the project engineer, prepare and submit for approval to the project engineer three (3) copies of a practicable schedule showing the order in which the Subcontractor proposes to perform the work, and the dates on which the Subcontractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a critical path chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If Subcontractor fails to submit a schedule within the time prescribed, Chemonics may withhold approval of progress payments until the Subcontractor submits the required schedule.

If, in the opinion of the ICRI-Ta'afi project engineer the Subcontractor falls behind the approved schedule, the Subcontractor shall take steps necessary to improve its progress, without additional cost to Chemonics. In such circumstances, the ICRI-Ta'afi project engineer may require the Subcontractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit schedules in chart form as the project engineer deems necessary to demonstrate how the project will recoup lost time and get back on schedule to finish within the specified period of performance of the subcontract.

Failure of the Subcontractor to comply with the requirements of the ICRI-Ta'afi project engineer this clause shall be grounds for a determination by the ICRI-Ta'afi project engineer that the Subcontractor is not executing the work with sufficient diligence to ensure completion within the period of performance specified in the subcontract. Upon making this determination, Chemonics may terminate the Subcontractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this subcontract.

ARTICLE 52. QUANTITY SURVEYS

In accordance with FAR Clause 52.236-16 "Quantity Surveys (ALT I)" (APR 1984), quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place. Chemonics reserves the right to conduct such surveys. However, it is required that the Subcontractor conduct the original and final surveys and surveys for any periods for which progress payments are requested.

ARTICLE 53. LAYOUT OF WORK

In accordance with FAR Clause 52.236-17 "Layout of Work" (APR 1984), the Subcontractor shall lay out its work from Chemonics' established baselines and benchmarks indicated on the drawings and shall be responsible for all measurements in connection with the layout. The Subcontractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Subcontractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the project engineer. The Subcontractor shall also be responsible for maintaining and preserving all stakes and other marks established by the project engineer until authorized to remove them. If such marks are destroyed by the Subcontractor or through its negligence before their removal is authorized by the project engineer, the Subcontractor will replace them and deduct the expense of the replacement from any amounts due or to become due to the Subcontractor.

ARTICLE 54. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

In accordance with FAR Clause 52.236-21 "Specifications and Drawings for Construction" (APR 1984), the Subcontractor shall keep a copy of the drawings and specifications on the work site and shall give project engineer access thereto. Anything mentioned in the specifications and not shown on the drawings

or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In the case of difference between drawings and specifications, the specifications shall govern. In the case of discrepancy in the figures, in the drawings, or in the specifications, the specifications shall govern. In the case of a discrepancy in the figures, the matter shall be promptly submitted to project engineer who shall promptly make a determination in writing. Any adjustment by the Subcontractor without such a determination shall be at its own risk and expense. Chemonics shall furnish, from time to time, clarifications of detailed drawings and other information as considered necessary.

ARTICLE 55. EXCUSABLE DELAYS

Unanticipated events may occur that are out of the control of the Subcontractor. These events may cause a delay in the implementation of the construction schedule and activities and may require a time extension to the subcontract.

Pursuant to FAR 52.249-14, Chemonics may consider a time extension due to excusable delays under the following circumstances:

(a) Except for defaults of lower-tier subcontractors at any tier, the Subcontractor shall not be in default because of any failure to perform this subcontract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Subcontractor and lower-tier subcontractor, and without the fault or negligence of either, the Subcontractor shall not be deemed to be in default, unless —

- (1) The lower tier subcontracted supplies or services were obtainable from other sources.
- (2) Chemonics ordered the Subcontractor in writing to purchase these supplies or services from the other source; and
- (3) The Subcontractor failed to comply reasonably with this order.

(c) Upon request of the Subcontractor, Chemonics shall ascertain the facts and extent of the failure. If Chemonics determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of Chemonics under the termination clause of this subcontract.

ARTICLE 56. REMEDIAL WORK

The ICRI-Ta'afi project engineer or authorized representative, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

When any part of the work or any equipment or material is found upon examination by the project engineer not to conform to requirements or is at any stage before final acceptance damaged so that it no longer conforms to requirements, the project engineer may order its repair or complete removal and replacement, at Subcontractor's expense.

The cost of all supervision and process control, including testing, so carried out by the Subcontractor, shall be deemed to be included in the rates tendered for the related items of work.

ARTICLE 57. SUBSTANTIAL COMPLETION

"Substantial Completion" means the stage in the progress of the work as determined and certified by the ICRI-Ta'afi COP in writing to the Subcontractor, in which the work (or a portion designated by Chemonics) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- do not interfere with the intended occupancy or utilization of the work, and
- can be completed or corrected within the time period required for final completion.

The "date of substantial completion" means the date determined by the COP or authorized Chemonics representative as of which substantial completion of the work has been achieved.

Chemonics shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Subcontractor that the work is substantially complete (a "Request for Substantial Completion") and an inspection by the project engineer or an authorized Chemonics representative (including any required tests), the COP shall furnish the Subcontractor a "Certificate of Substantial Completion." The certificate shall be accompanied by a "Schedule of Defects" listing items of work remaining to be performed, completed, or corrected before final completion and acceptance. Failure of the COP to list any item of work shall not relieve the Subcontractor of responsibility for complying with the terms of the subcontract. Chemonics' possession or use upon substantial completion shall not be deemed an acceptance of any work under the subcontract.

ARTICLE 58. CORRECTION OF DEFECTS

A "defect" is any part of the SOW not completed in accordance with the Subcontract. The "defects liability period" is 90 calendar days from the date of completion of the works. The defects liability period shall be extended for as long as defects remain to be corrected.

The COP shall give notice to the Subcontractor of any defects before the end of the defect's liability period. The Subcontractor shall, except for any defects resulting from designs furnished or specified by Chemonics, be responsible for correcting any defect in or damage to any part of the works which may appear or occur during the defects liability period, and which arises from, either:

- any defective materials, workmanship, or design, or
- any act or omission of the Subcontractor.

The Subcontractor shall correct the defect or damage as soon as practicable and at his own cost. Every time notice of a defect is given, the Subcontractor shall correct the subject defect within the length of time specified in the COP's notice. If the Subcontractor has not corrected a defect within the time specified in the COP's notice, the COP will assess the cost of having the defect corrected, and the Subcontractor will pay this amount.

ARTICLE 59. FINAL COMPLETION AND ACCEPTANCE

"Final completion and acceptance" mean the stage in the progress of the work as determined by the ICRI-Ta'afi COP and confirmed in writing to the Subcontractor, at which all work required under the subcontract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the "Certificate of Final Acceptance."

The "date of final completion and acceptance" means the date determined by the COP when final completion of the work has been achieved, as indicated by written notice to the Subcontractor.

Inspection and acceptance of services, reports, and other required deliverables shall take place at the principal place of performance or at any other location where the services are performed, and reports and deliverables are produced or submitted. The project engineer listed in Article 10 has been delegated authority to inspect and accept all services, reports, and required deliverables.

The Subcontractor shall give the COP at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the COP determines that the work is not ready for final inspection and so informs the Subcontractor.

If the COP is satisfied that the work under the subcontract is complete (with the exception of continuing obligations), the COP shall issue to the Subcontractor a "Certificate of Final Acceptance" and make final payment upon:

1. Satisfactory completion of all required tests,
2. A final inspection that all items listed by the COP in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
3. Submittal by the Subcontractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

ARTICLE 60. KEY PERSONNEL

The following personnel have been designated as key under this subcontract key personnel and are considered to be essential to the work being performed there under. Prior to diverting any of these individuals to other duties, the Subcontractor shall notify Chemonics reasonably in advance and shall submit a justification and explanation (including proposed substitutions) in sufficient detail to permit evaluation of the impact (including financial impact) on the subcontract. No diversion or replacement of such personnel shall be made by the Subcontractor without the prior written approval of Chemonics.

The following positions are considered key personnel under this subcontract:

<u>Title</u>	<u>Name</u>
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ARTICLE 61. OTHER INSURANCE REQUIREMENTS

Prior to starting work, the Subcontractor at its own expense, shall procure and maintain in force, on all its operations, insurance in accordance with the clause listed below.

The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. Upon request from Chemonics, the Subcontractor shall furnish Chemonics with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to Chemonics. The Subcontractor shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics.

(a) FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (APR 1984) [Updated by AAPD 05-05 — 02/12/04] **-Not required if work is being done under an In-Kind Grant.**

The Subcontractor may (a) provide, before commencing performance under this subcontract, such workers' compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act.

(b) AIDAR 752.228-3 WORKERS' COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 22 – 01-6-10-22] As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

(b)(1) The Subcontractor agrees to procure DBA insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Subcontractor has a DBA self-insurance program approved by the U.S. Department of Labor or has an approved retrospective rating agreement for DBA.

(b)(2) If USAID or Subcontractor has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Subcontractor's employees who are not citizens of, residents of, or hired in the United States, the Subcontractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(b)(3) The Subcontractor further agrees to insert in all lower-tier subcontracts hereunder to which the DBA is applicable a clause similar to this clause, including the sentence, imposing on all lower-tier subcontractors authorized by Chemonics a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

(b)(4) Contracts must apply for coverage directly to Starr Indemnity & Liability Company through its agent, Marsh McLennan Agency (MMA), using any of the following methods:

1. Website. There is a website with the option to print a PDF application form and submit it or complete an online application. The link to the website is: <https://www.starr.com/Insurance/Casualty/Defense-Base-Act/USAID---Defense-Base-Act>

2. Email. An application form can be emailed to: USAID@marshmma.com

3. Additional Contacts. Contacts for Starr Indemnity & Liability Company and its agent, Marsh MMA are available for guidance and question regarding the required application form and submission requirements:

- Tyler Hlawati (Starr) tyler.hlawati@starrcompanies.com Telephone: 646-227-6556 - Bryan Cessna (Starr) bryan.cessna@starrcompanies.com Telephone: 302-249-6780 - Mike Dower (Marsh MMA) mike.dower@marshmma.com Telephone: 703-813-6513 - Diane Proctor (Marsh MMA) diane.proctor@marshmma.com Telephone: 703-813-6506

For instructions on the required application form and submission requirements, please refer to AAPD 22-01. Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of USAID funded subcontracts; the Defense Base Act insurance does not provide coverage for medical evacuation. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

Before starting work, the Subcontractor must provide Chemonics with a copy of the DBA coverage policy that covers each of its employees.

ARTICLE 62. SECURITY

(a) Operating Conditions – Assumption of the Risk

Performance of this Subcontract may involve work under dangerous and austere conditions that include, without limitation, social and political unrest, armed conflict, criminal and terrorist activity, unsanitary conditions and limited availability of health care. The Subcontractor warrants that it has assessed and evaluated the location of performance and nature of the work including, without limitation, local laws, regulations, operational and security conditions and assumes all risks of performance including injury to Subcontractor personnel and loss of damage to Subcontractor property, except as expressly provided herein.

(b) Access to Chemonics' Facilities – Security Requirements

Subcontractor's access to property under Chemonics' control is subject to compliance with Chemonics' security requirements. The Subcontractor agrees to provide all necessary information required for employees to be cleared for access to Chemonics' facilities. When present on Chemonics' property, or when Chemonics is providing transportation, the Subcontractor agrees that its employees will comply with Chemonics' security-related procedures and directions. **Failure to adhere to security procedures may lead to an immediate suspension of work, corrective action, or termination of the subcontract.**

(c) Security Coordination, Reports of Security Threats and Incidents

The Subcontractor agrees to reasonably cooperate and coordinate with Chemonics to ensure the safety and security of personnel, property, and project assets. Such coordination shall include providing information concerning Subcontractor's security platform for facilities that may be visited by Chemonics personnel, USAID, or other participants in the project.

The Subcontractor shall report, as soon as possible (in any case no later than 4 hours), any information concerning threats of actions that could result in injury persons, damage to property, or disruption to activities relating to the Subcontract ("Security Threats"). Security Threats must be reported to Chemonics Chief of Party or his/her designee.

The Subcontractor shall promptly report as "Security Incidents" any assault, damage, theft, sabotage, breach of secured facilities, and any other hostile or unlawful acts designed to cause harm to personnel, property, or activities relating to the Subcontract. Such reports must include, at a minimum, (a) date, time, and place of the location, (b) description of the events, (c) injuries to personnel or damage/loss of property, (d) witnesses, (e) current security assessment, and (f) other relevant information. Security Incident Reports must be sent to Chief of Party or his/her designee.

ARTICLE 63. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) SUBAWARD REPORTING QUESTIONNAIRE AND CERTIFICATION, FAR 52.204-10

As required by the referenced FAR, the Subcontractor must complete this questionnaire and certification as part of the Subcontract or Sub-Task Order with a value of \$30,000 or more.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
SUBAWARD REPORTING QUESTIONNAIRE AND CERTIFICATION**

In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the information in this form is required to be reported by prime contractors through FAR 52.204-10 "Reporting Executive Compensation and First-Tier Subcontract Awards" for subawards valued at \$30,000 and greater in the FFATA Subcontract Reporting System (FSRS.gov). **As required by the referenced FAR, complete this questionnaire and certification as part of the Subcontract or Sub-Task Order with a value of \$30,000 or more. Please review the Subcontractor Data included herein for accuracy and note any adjustments necessary. The Subcontractor is exempted from the FSRS.gov reporting in the case of a positive response to Section A.**

Prime Contract: 7200AA19D00015

Prime Contract Name: Iraq Community Resilience Initiative (ICRI) - Ta'afi

Prime Contract Number/Task Order Number: 7200AA21F00006.

Subcontractor Data

Insert Subcontractor Name:

Insert Subcontractor Address:

Subcontract Number: IRP2-PROG-CONST-STH076

Start Date: xxx

Subcontract Value: xxxxxxxx IQD

A. In the previous tax year, was your company's gross income from all sources **under** \$300,000?

☐ Yes ☐ No

B. If "No", please provide the below information and answer the remaining questions.

(i) **Subcontractor UEI Number: Insert UEI on record-Not mandatory "Exempt per USAID letter dated November 29, 2021":**

(ii) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☐ Yes ☐ No

(iii) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI number it provided belongs) through

periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

- (iv) Does your business or organization maintain a record in the System for Award Management (www.SAM.gov)?

☐ Yes ☐ No

- (v) If you have indicated “Yes” for paragraph (ii) **and** “No” for paragraph (iii) and (iv) above, provide the names and total compensation* of your five most highly compensated executives** for the preceding completed fiscal year.

1. Name: _____
Amount: _____

2. Name: _____
Amount: _____

3. Name: _____
Amount: _____

4. Name: _____
Amount: _____

5. Name: _____
Amount: _____

By signature below, I hereby certify that the information provided above is true and accurate as of the date of execution of this document, and I further understand that annual certification is required for information provided in paragraph (v) above.

Signature and Title (required)

Date

*“Total compensation” means the cash and noncash dollar value earned by the executive during the Subcontractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial

pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

*** Executive” means officers, managing partners, or any other employees in management positions.

PART 5. CLAUSES INCORPORATED BY REFERENCE

ARTICLE 64. CLAUSES INCORPORATED BY REFERENCE

This Subcontract includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation and the USAID Acquisition Regulation. This fixed price subcontract incorporates the following clauses of the Federal Acquisition Regulation (48 Code of Federal Regulations, Chapter 1) and USAID Acquisition Regulation (48 Code of Federal Regulations, Chapter 7) by reference, with the same force and effect as if they were given in full text. The full text is available at <http://www.arnet.gov/far/> and <http://www.info.usaid.gov/pubs/ads/aidar9-1.pdf>. Modifications which apply to this fixed price subcontract appear after each clause. It is understood and agreed that the Subcontractor may be obligated by and to Chemonics for any specifications or documentation required of Chemonics under these clauses, and that references to the Contractor may also refer to the Subcontractor. The Subcontractor hereby agrees to abide by the terms and conditions imposed by these clauses. With respect to documentation and approvals required under these clauses, all such documentation and approvals shall be submitted to or requested from Chemonics.

References in the text of incorporated clauses to "the Government," "USAID," or "Contracting Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to the "Subcontractor."

Federal Acquisitions Regulation (FAR) Clauses

FAR CLAUSE NUMBER	TITLE AND YEAR
52.202-1	Definitions (Jun 2020)
52.203-3	Gratuities (Apr 1984)
52.203-6	Restriction On Subcontractor Sales to The Government (Jun 2020)
52.203-7	Anti-Kickback Procedures (Jun 202)
52.203-8	Cancellation, Rescission, And Recovery of Funds for Illegal Or Improper Activity (May 2014)
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (May 2014)
52.203-11	Certification And Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)
52.203-12	Limitation Of Payment to Influence Certain Federal Transactions (Jun 2020)
52.203-13	Contractor Code of Ethics And Conduct (Nov 2021)
52.204-6	Unique Entity Identifier. (Oct 2016)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2010)
52.204-27	Prohibition on a ByteDance Covered Application
52.209-6	Protecting The Government’s Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Nov 2021)
52.211-18	Variation In Estimated Quantity (Apr 1984)

52.215-2	Audit And Records - Negotiation (Jun 2020)
52.215-14	Integrity Of Unit Prices (Nov 2021)
52.222-19	Child Labor - Cooperation with Authorities and Remedies ((Jan 2022)
52.222-21	Prohibition Of Segregated Facilities (Apr 2015)
52.222-22	Previous Contracts and Compliance Report (Feb 1999)
52.222-26	Equal Opportunity (Sep 2016)
52.223-6	Drug Free Workplace (May 2001)
52.225-13	Restrictions On Certain Foreign Purchases (Feb 2021)
52.225-14	Inconsistency Between English Version and Translation of Contract (Feb, 2000)
52.227-1	Authorization And Consent (Jun 2020)
52.227-2	Notice And Assistance Regarding Patent and Copyright Infringement (Jun 2020)
52.227-9	Refund Of Royalties (Apr 1984)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (Jul 2014)
52.229-6	Taxes - Foreign Fixed Price Contracts (Feb 2013)
52.236-2	Differing Site Conditions (Apr 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)
52.236-5	Material And Workmanship (Apr 1984)
52.236-6	Superintendence By the Contractor (Apr 1984)
52.236-7	Permits And Responsibilities (Nov 1991)
52.236-8	Other Contracts (Apr 1984)
52.236-9	Protection Of Existing Vegetation, Structures, Equipment, Utilities, And Improvements (Apr 1984)
52.236-10	Operations And Storage Areas (Apr 1984)
52.236-11	Use And Possession Prior To Completion (Apr 1984)
52.236-12	Cleaning Up (Apr 1984)
52.236-13	Accident Prevention (Nov 1991)
52.236-14	Availability And Use Of Utility Services (Apr 1984)
52.236-15	Schedules For Construction Contracts (Apr 1984)
52.236-16	Quantity Surveys (Alt I) (Apr 1984)
52.236-17	Layout Of Work (Apr 1984)
52.236-21	Specifications And Drawings for Construction (Feb 1997)
52.242-15	Stop-Work Order (Apr 1984)
52.243-4	Changes (Jun 2007) (For Fixed Price Construction Subcontracts Over the Simplified Acquisition Threshold)
52.243-5	Changes And Changed Conditions (Apr 1984) (For Fixed Price Construction Subcontracts Under the Simplified Acquisition Threshold)
52.246-12	Inspection Of Construction (Aug 1996)
52.246-21	Warranty Of Construction (Apr 1984)
52.246-25	Limitation Of Liability – Services (Feb 1997)
52.249-2	Termination For Convenience of The Government (Fixed-Price) (Apr 2012) For Fixed Price Construction Subcontracts Under the Simplified Acquisition Threshold)
52.249-2 Alt I	Termination For Convenience of The Government (Fixed-Price) (Sep 1996) Alt I (For Fixed Price Construction Subcontracts Over the Simplified Acquisition Threshold)
52.249-10	Default (Fixed-Price Construction) (Apr 1984)
52.249-14	Excusable Delays (Apr 1984)

Agency for International Development Acquisitions Regulation (AIDAR) Clauses

AIDAR CLAUSE NUMBER	TITLE AND YEAR
752.202 Alt.70 and Alt.72	Definitions Alt. 70/Alt.72 (Jan, 1990)
752.211-70	Language And Measurement (Jun, 1992)
752.225-70	Source, And Nationality Requirements (February, 2012)
752.228-3	Worker's Compensation Insurance (Defense Base Act) (Dec 1991)
752.228-9	Cargo Insurance (Dec 1998)
752.228-70	Medical Evacuation (Medevac) Services (Jul 2007)
752.7005	Submission Requirements for Development Experience Documents (Sep 2013)
752.7009	Marking (Jan, 1993)
752.7025	Approvals (Apr, 1984)
752.7027	Personnel (Dec, 1990)
752.7032	International Travel Approval and Notification (Apr 2014)
752.7033	Physical Fitness (Jul, 1997)
752.7034	Acknowledgement And Disclaimer (Dec, 1991)