
**REQUEST FOR PROPOSAL
(FOR CONSTRUCTION CONTRACT)
SOLICITATION NO. W9128F-14-R-0036 RFP 3
CONTRACT NO. W9128F-15-D-0018**

**REPAIR BOMBER BOULEVARD
PN QJVF11-0144 (FY17)**

MINOT AFB, NORTH DAKOTA

(Chg_0001 has been incorporated)

PREPARED BY:
U.S. Army Corps of Engineers, Omaha District

SEPTEMBER 2017



**US Army Corps
of Engineers®**
Omaha District

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REQUEST FOR PROPOSAL

FOR

REPAIR BOMBER BOULEVARD, PN QJVF11-0144 (FY17)

MINOT AIR FORCE BASE, NORTH DAKOTA

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NOTE: ALL REQUIREMENTS DEFINED IN W9128F-14-R-0036 REMAIN APPLICABLE TO THIS TASK ORDER. WHERE CONFLICTS BETWEEN W9128F-14-R-0036 RFP 18 AND W9128F-14-R-0036 EXIST, THE REQUIREMENTS IN W9128F-14-R-0036 RFP 18 GOVERN.

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01 33 29	SUSTAINABILITY REPORTING
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SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGES OF PAGES
	W9128F-14-R-0036 RFP 18	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	19 JUL 2017	1 OF 4

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY CODE U.S.ARMY CORPS OF ENGINEERS, OMAHA Contracting Division (CENWO-CT) 1616 Capitol Ave Omaha, Nebraska 68102-4901	CT	8. ADDRESS OFFER TO U.S.ARMY CORPS OF ENGINEERS, OMAHA Attn: CONTRACTING DIVISION (CENWO-CT) 1616 Capitol Ave Omaha, Nebraska 68102-4901
9. FOR INFORMATION CALL:	A. NAME CHRISTOPHER THOMAS	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (402) 995-2484

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

The offeror hereby agrees to do all work described in the documents entitled:

REPAIR BOMBER BOULEVARD
MINOT AIR FORCE BASE, NORTH DAKOTA

RETURN WITH OFFER: INFORMATION REQUIRED BY SECTION 00 10 00 (SF1442) AND SECTION 00 45 00.

THIS SOLICITATION IS RESTRICTED TO THE POOL OF CONTRACTORS SELECTED UNDER W9128F-14-R-0036.

This solicitation contains additional security requirements that were not in effect prior to 2014. Please reference Section 01 30 00.24, Paragraph 1.4.

11. The Contractor shall begin performance within 10 calendar days and complete it within 420* calendar days after receiving
 award, notice to proceed. This performance period is mandatory, negotiable.

*NOTE: PERIOD OF PERFORMANCE MAY BE EXTENDED DEPENDING ON OPTIONS EXERCISED. SEE NOTES AFTER CLIN PRICING SCHEDULE.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1400 (hour) local time 21 AUG 2017. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

DUNS or Unique Entity Identifier Number:

CODE FACILITY CODE

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due.

AMOUNTS SEE ATTACHED CLIN PRICING SCHEDULE

Contractor's Fax No. _____ CAGE CODE _____

Contractor's E-Mail address _____

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
 (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY CODE U.S. Army Engineer District, Omaha 1616 Capitol Ave. Omaha, Nebraska 68102-4901	27. PAYMENT WILL BE MADE BY USAED Omaha c/o USACE Finance Center 5722 Integrity Drive Millington, TN 38054-5005
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
30B. SIGNATURE	30C. DATE
31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

PRICING SCHEDULE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT
BASIC ITEMS				
0001	Entire work complete for Phase 1 Construction, in accordance with the plans and specifications, excluding Option item(s) listed below.	1	Job	\$ _____
0002	Entire work complete for Phase 2 Construction, in accordance with the plans and specifications, excluding Option item(s) listed below.	1	Job	\$ _____
0003	Entire work complete for Phase 3 Construction, in accordance with the plans and specifications, excluding Option item(s) listed below.	1	Job	\$ _____
TOTAL BASIC AMOUNT \$ _____				
<u>OPTION ITEMS</u>				
0004 [Option 1]	Entire work complete for Phase 4A Construction, in accordance with the plans and specifications.	1	Job	\$ _____
0005 [Option 2]	Entire work complete for Phase 4B Construction, in accordance with the plans and specifications.	1	Job	\$ _____
0006 [Option 3]	Entire work complete for Phase 4C Construction, in accordance with the plans and specifications.	1	Job	\$ _____
0007 [Option 4]	Entire work complete for Phase 5A Construction, in accordance with the plans and specifications.	1	Job	\$ _____

0008 [Option 5]	Entire work complete for Phase 5B Construction, in accordance with the plans and specifications.	1	Job	\$ _____
TOTAL AMOUNT (BASIC PLUS OPTIONS) \$ _____				

NOTES:

1. See SECTION 00 21 01, INSTRUCTIONS, CONDITIONS, & NOTICES TO BIDDERS for evaluation of options. The Government reserves the right to exercise the options within 240 days of the issuance of Notice to Proceed.
2. Prices must be entered for all items of the schedule. Total amounts submitted without prices being entered on individual items will be rejected. Additions will be subject to verification by the Government. In case of variation between the Job (lump-sum) prices and the total amount, the lump-sum prices will be considered the price submitted.
3. A modification to a proposal which provides for a single adjustment to the total amount submitted, should state the application of the adjustment to each respective lump-sum price affected. If the modification is not so apportioned, the single adjustment will be applied to Item No. 0001.
4. If any option is exercised, the contract duration shall be extended by 365 days.

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01/17

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SECTION 00 21 01

INSTRUCTIONS TO OFFERORS (RFP)
01/17

PART 1 GENERAL

1.1 (FAR 52.204-7) SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision-

"Electronic Funds Transfer (EFT) indicator" means a fourcharacter suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management database" means that-

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is

an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of provision)

1.2 (FAR 52.204-16) COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

(a) Definition. As used in this provision -

"Commercial and Government Entity (CAGE) code" means -

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code..

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via-

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

1.3 (FAR 52.211-2) AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<https://assist.dla.mil/online/start/>);
- (2) Quick Search (<http://quicksearch.dla.mil/>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

- (1) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

1.4 (FAR 52.215-1) INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)

(a) Definitions. As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact

time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting

offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

1.5 *FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b) (3) (i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b) (2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9

does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

1.6 FAR 52. 215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be

offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

1.7 (FAR 52.216-1) TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this task order.

(End of provision)

1.8 (FAR 52.217-5) EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

1.9 FAR 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS-SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

1.10 FAR 52.222-58 SUBCONTRACTOR RESPONSIBILITY MATTERS REGARDING COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673) (DEC 2016)

(a) "Administrative merits determination", "arbitral award or decision", "civil judgment", "DOL Guidance", "enforcement agency", "labor compliance agreement", "labor laws", and "labor law decision" as used in this provision have the meaning given in the clause in this solicitation entitled 52.222-59, Compliance with Labor Laws (Executive Order 13673).

(b) Subcontractor representation. (1) The requirements of this provision apply to all prospective subcontractors at any tier submitting an offer for subcontracts where the estimated subcontract value exceeds \$500,000 for other than commercially available off-the-shelf items. The Offeror shall require these prospective subcontractors to represent, to the Offeror, to the best of the subcontractor's knowledge and belief, whether there have been any administrative merits determinations, arbitral awards or decisions, or civil judgments for any labor law violation(s) rendered against the prospective subcontractor during the period beginning October 25, 2015 to the date of the offer, or for three years preceding the offer, whichever period is shorter.

(2) A contractor or subcontractor, acting in good faith, is not liable for misrepresentations made by its subcontractors about labor law decisions or about labor compliance agreements.

(c) Subcontractor responsibility determination. If the prospective subcontractor responded affirmatively to paragraph (b) of this provision and the Offeror initiates a responsibility determination, the Offeror shall follow the procedures in paragraph (c) of 52.222-59, Compliance with Labor Laws (Executive Order 13673).

Note to 52.222-58: By a court order issued on October 24, 2016, 52.222-58 is enjoined indefinitely as of the date of the order. The enjoined section will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(End of provision)

1.11 *FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at

FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

1.12 (FAR 52.232-18) AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

1.13 (FAR 52.233-2) SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from District Counsel, 1616 Capitol Avenue, Omaha, Nebraska 68102-4901.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

1.14 (FAR 52.236-27) SITE VISIT (CONSTRUCTION) (FEB 1995).

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the

work will be performed.

(b) The Government intends to hold a site visit on 14 JUN 2017, at [TIME] hours ([] [p.m.] [a.m.]) [TIME ZONE]. The meeting will be held at [ENTER LOCATION] [the Restationing Office, Building 9658, 10286 Butts Road, Fort Carson, CO] [OTHER LOCATION]. For Additional details, contact:

Austin Johnson
Austin.W.Johnson@usace.army.mil
701-727-6127

(End of provision)

1.15 (FAR 52.252-1) SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>
<http://www.acq.osd.mil/dpap/>
(End of provision)

1.16 (DFARS 252.204-7004) ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

As prescribed in 204.1105, substitute the following paragraph (a) for paragraph (a) of the provision at FAR 52.204-7:

(a) Definitions. As used in this provision-

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business

concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

"Registered in the System for Award Management (SAM) database" means that—

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record "Active."

1.17 (DFARS 252.204-7008) COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

(a) Definitions. As used in this provision—

"Controlled technical information," "covered contractor information system," covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))—

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer, not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security

measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

1.18 (DFARS 252.215-7008) ONLY ONE OFFER (OCT 2013)

(a) After initial submission of offers, the Offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the offeror that—

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Requirement for submission of additional cost or pricing data. Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

(1) If the Contracting Officer notifies the Offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

(2) Exceptions from certified cost or pricing data. In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or/ similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(3) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(4) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format.

(ii) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

1.19 DEFINITION OF "DESIGN-BUILD" PROCESS

Not Applicable to this Task Order.

1.20 SOLICITATION RESTRICTIONS

1.20.1 GENERAL CONTRACTOR

SOLICITATION OF BIDS WILL BE RESTRICTED TO THE POOL OF CONTRACTORS SELECTED UNDER SOLICITATION NUMBER W9128F-14-R-0036..

1.20.2 ESTIMATED CONSTRUCTION COST

The estimated construction cost of this project is between \$5,000,000 and \$7,500,000.

1.20.3 SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS

See FAR 52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION, subparagraph "(c) Submission, modification, revision, and withdrawal of proposals." below for acceptable methods. Note: Electronic commerce or facsimile are not acceptable methods, unless indicated otherwise.

1.20.4 SUBMISSION DEADLINE

Offers shall be submitted at the location stated and by the time and date as specified in Section 00 10 00, Page 1.

Due to heightened security at Government installations, those offerors who have their proposals hand-carried* shall contact Christopher Thomas, Contract Specialist at (402) 995-2484 prior to delivering to the U.S. Army Corps of Engineer District, Omaha, 1616 Capitol Ave, Omaha, NE 68102-4901.

On the date specified and for thirty (30) minutes prior to the specified time, a Contracting representative will be in the lobby to receive proposals. Containers (i.e. envelopes, packages, boxes) will be screened for security purposes. Hand-carried means the individual must be able to carry on their person. If due to size or volume, packages or boxes need to be wheeled in on a cart or dolly, you will be required to go to the dock area located on the northeast side of the facility. After inspection and screening, you will be allowed in the building after presenting valid photo identification. At the time specified in Section 00 10 00, Page 1, local time, it will be announced that receipt of proposals is closed. Official time will be established by time/stamp clock designated by the Contract Specialist.

*This instruction shall also apply to those proposals delivered through a delivery or parcel service.

NOTE: No parking on the street in front of the facility entrances will be allowed. Passenger vehicles will need to locate parking meters or parking garages before delivering proposals. Delivery trucks must go to the dock.

The vehicle will be inspected and packages screened at the dock. After inspection and screening, the delivery person will be allowed into the building.

1.20.5 RETURN ADDRESS REQUIREMENTS

Offeror(s) must ensure that ALL mail sent to the Omaha District, U.S. Army Corps of Engineers, either pre-contract or post-contract award, has a return mailing address on the outside of the envelope, package, box, etc. ANY MAIL addressed to the U.S. Army Corps of Engineers, including but not limited to bids, modifications to bids, proposals, revised proposals, bid guarantees, bonds, correspondence, etc., will be REJECTED by the US Army Corps of Engineers mail room facility located at 1616 Capitol Avenue, Omaha, Nebraska 68102-4901 if it does not contain a return mailing address. THERE WILL BE NO EXCEPTIONS.

1.20.6 CADD AND ELECTRONIC DESIGN FILES (PROVIDED)

If provided, the CADD survey files and other electronic design files are provided on an as-is basis. Any Government provided survey, and the other electronic design files are provided to assist the Contractor in preparing their proposal using their own commercially purchased software. The Contractor shall take all professionally prudent and reasonable actions to verify the accuracy of the data provided and shall assume all liability from the use of these files. The Contractor shall be responsible for obtaining any other software necessary to view the files provided. No other CADD design files will be provided for proposal preparation other than those provided at the time of RFP issuance. No assistance with the files will be provided.

1.21 COPIES OF SOLICITATION DOCUMENT AND AMENDMENTS

Copies of the solicitation and amendments are available by INTERNET ACCESS ONLY. It shall be the Contractor's responsibility to check email or other correspondence from the Contracting Specialist for any amendments. The offeror shall submit in the proposal all requested information specified in this solicitation. There will be no public opening of the proposals received as a result of this solicitation.

1.22 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

In accordance with Sector 23 of the NAICS Manual, the work in this solicitation is assigned classification code 236220.

1.23 SMALL BUSINESS SIZE STANDARD

The small business size standard for this procurement is \$36.5 million in gross annual receipts on average for the preceding three (3) fiscal years.

1.24 OFFEROR'S QUESTIONS AND COMMENTS

Questions and/or comments relative to these documents should be submitted via Bidder Inquiry as indicated below. See instructions on when e-mail or mailing is appropriate. Mailing address is shown on the Standard Form SF 1442, Item 8, unless directed otherwise.

Questions and/or comments relative to these bidding (proposal) documents that is proprietary in nature or if Bidder Inquiry system (See Below) is out of service should be submitted to the Contract Specialist:

Contract Specialist - Primary POC:
Christopher Thomas

Christopher.D.Thomas@usace.army.mil
402-995-2484 (Telephone)
402-995-2081 (Fax)

1.24.1 BIDDER INQUIRY

Technical inquiries and questions relating to technical requirements, proposal procedures or bonds are to be submitted via Bidder Inquiry in ProjNet at: <https://www.projnet.org/projnet/> No Later Than ten (10) calendar days before due date of proposals, in order that they may be given consideration or actions taken prior to receipt of offers. Phone calls for non-technical or procedural type questions should be made between 8:30 a.m. and 3:30 p.m. (Central Standard Time) Monday through Friday. The Bidder Inquiry system is to be used to ask and receive answers to all non-proprietary questions.

To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below. A prospective vendor who submits a comment /question will receive an acknowledgement of their comment/question via email, followed by an answer to the comment/question after it has been processed by our technical team.

All timely questions and approved answers will be made available through ProjNet.

The Solicitation Number is: W9128F-14-R-0036

The Bidder Inquiry Key is: 75Y3I5-C8I43W

a. Registration for ProjNet Bidder Inquiry Access

If you are already registered, go to Entering Bidder Inquiries in ProjNet Bidder Inquiry System below.

1. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
2. Identify the Agency. This should be marked as USACE.
3. Key. Enter the Bidder Inquiry Key listed above.
4. Email. Enter the email address you would like to use for communication.
5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

b. Entering Bidder Inquiries in ProjNet Bidder Inquiry System

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
3. Identify the Agency. This should be marked as USACE.
4. Key. Enter the Bidder Inquiry Key listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.
8. Follow online screen instructions to enter specific bidder inquiries for the project.

c. The Bidder Inquiry System will be unavailable for new inquires after ten (10) calendar days in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary.

d. Offerors are requested to review the specification in its entirety, review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.

e. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.

f. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

1.24.2 PLAN HOLDER'S LIST

For **Viewing a List of Interested Vendors** (i.e. planholders List) and Receiving Notifications or e-mail of changes regarding a solicitation, Federal Business Opportunities has these features available (<https://www.fbo.gov/>). For this solicitation, go to <https://www.fbo.gov/> and register as a vendor or enter user name and password to login. If you wish for General Contractors, Subcontractors, Suppliers, Plan Rooms or Print Shops to have the ability to contact you, click on the "Add me to Interested Vendors" for the solicitation.

1.25 GENERAL DESCRIPTION OF WORK

Scope of project includes all work required to construct a a primary road project entitled, "Repair Bomber Boulevard," located at Minot AFB, North Dakota. Work shall be in accordance with Request for Proposal documents issued with this task order.

1.26 FEDERAL, STATE AND LOCAL TAXES

It is the Contractor's responsibility to investigate applicable federal, state and local taxes and any specific exemptions that may exist. This includes any applicable Value-Added Taxes (VAT), sales, use, and excise taxes. See General Conditions (Contract Clause) 52.229-3 FEDERAL, STATE AND LOCAL TAXES.

1.27 JOINT VENTURE AGREEMENTS

Joint Ventures are allowable on competitive 8(a) set-asides, however, a copy of the joint venture agreement must be received by the Small Business Administration (SBA) prior to the date of receiving proposals and approved before the award of any resulting contract. For 8(a) Contractors contemplating a joint venture on this project, advise SBA prior to date of receiving proposals. A proposal will be declared non-responsive for any joint ventures failing to meet this requirement.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

SECTION TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 73 00

REVISIONS TO SUPPLEMENTARY CONDITIONS (SPECIAL CONTRACT REQUIREMENTS)

4/07, Rev 04/14

PART 1 GENERAL

- 1.1 (FAR 52.211-10) COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
- 1.2 (FAR 52.211-12) LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)
- 1.3 (FAR 52.211-14) NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)
- 1.4 (FAR 52.219-6) NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
- 1.5 (FAR 52.222-23) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
- 1.6 (FAR 52.236-1) PERFORMANCE OF WORK BY CONTRACTOR (APR 1984)
- 1.7 (FAR 52.236-4) PHYSICAL DATA (APR 1984)
- 1.8 (UAI 31.105-101) EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)
- 1.9 (UAI 52.232-5000) PAYMENT FOR MATERIALS DELIVERED OFF-SITE
- 1.10 (DFARS 252.236-7001) CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)
- 1.11 OMBUDSMAN
- 1.12 UAI 52.236-5000 DESIGN-BUILD CONTRACT ORDER OF PRECEDENCE (AUG 1997)
- 1.13 UAI 52.236-5001 PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS (MAY 2006)
- 1.14 UAI 52.236-5002 GOVERNMENT-FURNISHED SPECIFICATIONS, DRAWINGS, SURVEYS, AND SPECIFICATIONS IN THE REQUEST FOR PROPOSAL (JUL 2002)
- 1.15 UAI 52.236-5003 GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2003)
- 1.16 UAI 52.236-5004 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 2002)
- 1.17 UAI 52.236-5005 WARRANTY OF DESIGN (MAY 2002)
- 1.18 UAI 52.236-5006 DEVIATING FROM THE ACCEPTED DESIGN (JUN 2002)
- 1.19 UAI 52.236-7007 CONTRACTOR'S ROLE DURING DESIGN PROCESS (JUN 1998)
- 1.20 UAI 52.236-5008 VALUE ENGINEERING AFTER AWARD (JUN 1999)
- 1.21 UAI 52.236-5009 PARTNERING (FEB 2000)
- 1.22 UAI 52.236-5010 GOVERNMENT RE-USE OF DESIGN (MAY 2006)
- 1.23 (UAI 22.406-6-100) CONTRACTOR SUPPLY AND USE OF ELECTRONIC SOFTWARE FOR PROCESSING DAVIS-BACON ACT CERTIFIED LABOR PAYROLLS (APRIL 2011)
- 1.24 UAI 15.504-100 AWARD TO SUCCESSFUL OFFEROR

PART 2 NOT USED

PART 3 NOT USED

-- End of Section Table of Contents --

SECTION 00 73 00

REVISIONS TO SUPPLEMENTARY CONDITIONS (SPECIAL CONTRACT REQUIREMENTS)
4/07, Rev 04/14

PART 1 GENERAL

1.1 (FAR 52.211-10) COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

No Changes from Parent Contract.

1.2 (FAR 52.211-12) LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time stated in item 11 of the Standard Form 1442 for each awarded task order, the Contractor shall pay liquidated damages to the Government in the amount of \$1,250 for each calendar day of delay until the work is completed or accepted.

(b) No Changes from Parent Contract.

1.3 (FAR 52.211-14) NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

No Changes from Parent Contract.

1.4 (FAR 52.219-6) NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

No Changes from Parent Contract.

1.5 (FAR 52.222-23) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) No Changes from Parent Contract.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
*****	*****
4.4	6.9

No Changes from Parent Contract.

(c) No Changes from Parent Contract.

(d) No Changes from Parent Contract.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Minot, ND, EA-152, of which Ward county is a part.

1.6 (FAR 52.236-1) PERFORMANCE OF WORK BY CONTRACTOR (APR 1984)

No Changes from Parent Contract.

1.7 (FAR 52.236-4) PHYSICAL DATA (APR 1984)

No Changes from Parent Contract.

1.8 (UAI 31.105-101) EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

No Changes from Parent Contract.

1.9 (UAI 52.232-5000) PAYMENT FOR MATERIALS DELIVERED OFF-SITE

No Changes from Parent Contract.

1.10 (DFARS 252.236-7001) CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

No Changes from Parent Contract.

1.11 OMBUDSMAN

No Changes from Parent Contract.

1.12 UAI 52.236-5000 DESIGN-BUILD CONTRACT ORDER OF PRECEDENCE (AUG 1997)

No Changes from Parent Contract.

1.13 UAI 52.236-5001 PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS (MAY 2006)

No Changes from Parent Contract.

1.14 UAI 52.236-5002 GOVERNMENT-FURNISHED SPECIFICATIONS, DRAWINGS, SURVEYS, AND SPECIFICATIONS IN THE REQUEST FOR PROPOSAL (JUL 2002)

No Changes from Parent Contract.

1.15 UAI 52.236-5003 GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2003)

No Changes from Parent Contract.

1.16 UAI 52.236-5004 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 2002)

No Changes from Parent Contract.

1.17 UAI 52.236-5005 WARRANTY OF DESIGN (MAY 2002)

No Changes from Parent Contract.

1.18 UAI 52.236-5006 DEVIATING FROM THE ACCEPTED DESIGN (JUN 2002)

No Changes from Parent Contract.

1.19 UAI 52.236-7007 CONTRACTOR'S ROLE DURING DESIGN PROCESS (JUN 1998)

No Changes from Parent Contract.

1.20 UAI 52.236-5008 VALUE ENGINEERING AFTER AWARD (JUN 1999)

No Changes from Parent Contract.

1.21 UAI 52.236-5009 PARTNERING (FEB 2000)

No Changes from Parent Contract.

1.22 UAI 52.236-5010 GOVERNMENT RE-USE OF DESIGN (MAY 2006)

No Changes from Parent Contract.

1.23 (UAI 22.406-6-100) CONTRACTOR SUPPLY AND USE OF ELECTRONIC SOFTWARE FOR PROCESSING DAVIS-BACON ACT CERTIFIED LABOR PAYROLLS (APRIL 2011)

No Changes from Parent Contract.

1.24 UAI 15.504-100 AWARD TO SUCCESSFUL OFFEROR

No Changes from Parent Contract.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 30 00.24

REVISIONS TO OTHER ADMINISTRATIVE AND SPECIAL REQUIREMENTS

4/07; Rev 05/14

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 - 1.1.1 Sequence of Design-Construction
- 1.2 CONTRACTOR PERFORMANCE EVALUATIONS
- 1.3 LIQUIDATED DAMAGES-CONSTRUCTION
- 1.4 ANTITERRORISM (AT)/OPERATIONS SECURITY (OPSEC) PROVISIONS
- 1.5 EXCEPTION TO COMPLETION TIME AND LIQUIDATED DAMAGES
- 1.6 COMPUTING COMPLETION DATES FOR NON-WORK PERIOD
- 1.7 DESIGN-BUILD CONTRACT - ORDER OF PRECEDENCE
- 1.8 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN
- 1.9 ORDER OF WORK
- 1.10 BUY AMERICAN STATUTE
- 1.11 MISSION DELAY DAYS
- 1.12 REQUEST FOR PROPOSAL (RFP) DRAWINGS
- 1.13 CONTRACT DRAWINGS AND SPECIFICATIONS
- 1.14 SUBMITTALS
- 1.15 CONCURRENT CONSTRUCTION
- 1.16 PAYMENT
 - 1.16.1 PROMPT PAYMENT ACT
 - 1.16.2 PAYMENT FOR MATERIALS DELIVERED OFFSITE
 - 1.16.3 PAYMENTS FOR SPECIAL MECHANICAL, ELECTRICAL AND ENVIRONMENTAL SYSTEMS
- 1.17 AVAILABILITY OF UTILITY SERVICES
- 1.18 UTILITY SERVICE INTERRUPTIONS
- 1.19 DIGGING PERMITS AND ROAD CLOSINGS
- 1.20 QUANTITY SURVEYS
- 1.21 VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS
- 1.22 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- 1.23 INSURANCE REQUIRED
- 1.24 SECURITY REQUIREMENTS
 - 1.24.1 Contractor's Employee Identification
 - 1.24.2 Entry Requirements
 - 1.24.3 CONTRACTOR PERSONNEL
- 1.25 CONTRACTOR QUALITY CONTROL (CQC)
- 1.26 NONDOMESTIC CONSTRUCTION MATERIALS
- 1.27 DAILY WORK SCHEDULES AND WEEKLY COORDINATION MEETINGS
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- 1.42 BASE HOURS
- 1.43 UPKEEP OF ROADWAYS WITHIN A MILITARY INSTALLATION
- 1.44 TASK AND DELIVERY ORDER OMBUDSMAN
- 1.45 APPLICATION OF "VALUE ENGINEERING" CLAUSE
- 1.46 USACE BIM PROJECT EXECUTION PLAN (USACE PxP) TEMPLATE
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PART 2 NOT USED

PART 3 EXECUTION

- 3.1 APPENDIX A- CONTRACT DOCUMENT DISTRIBUTION LIST

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SECTION 01 30 00.24

REVISIONS TO OTHER ADMINISTRATIVE AND SPECIAL REQUIREMENTS
4/07; Rev 05/14

PART 1 GENERAL

Attachments:

Project Sign Details
General Wage Decision No. ND150039
01 30 00.24AT - Bomber Boulevard Phase Plan

1.1 COMPLETION OF WORK

No Changes from Parent Contract.

1.1.1 Sequence of Design-Construction

No Changes from Parent Contract.

1.2 CONTRACTOR PERFORMANCE EVALUATIONS

No Changes from Parent Contract.

1.3 LIQUIDATED DAMAGES-CONSTRUCTION

No Changes from Parent Contract.

1.4 ANTITERRORISM (AT)/OPERATIONS SECURITY (OPSEC) PROVISIONS

No Changes from Parent Contract.

1.5 EXCEPTION TO COMPLETION TIME AND LIQUIDATED DAMAGES

No Changes from Parent Contract.

1.6 COMPUTING COMPLETION DATES FOR NON-WORK PERIOD

No work will be required at the construction site between November 2017 and March 2018 (base contract). If options are awarded, no work will be required between November 2018 and March 2019.

1.7 DESIGN-BUILD CONTRACT - ORDER OF PRECEDENCE

No Changes from Parent Contract.

1.8 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN

No Changes from Parent Contract.

1.9 ORDER OF WORK

Refer to the Phasing Plan attachment to this specification section. The

work shall begin at Phase 1, STA. 32+75 +/- and progresses sequentially to its end at STA. 50+30 +/- ; Phase 2 begins at the end of Phase 1, STA. 50+30 +/- and progresses sequentially to its end at STA. 83+00 +/-; Phase 3 begins at the end of Phase 2, STA. 83+00 +/- and progresses sequentially to its end at STA. 127+25 +/- . Phase 4A begins at the end of Phase 3, STA. 127+25 and progresses sequentially to its end at STA. 139+40 +/-; Phase 4B begins at the end of Phase 4A, STA.139+40 +/- and progresses sequentially to its end at STA. 151+25 +/-; Phase 4C begins at the end of Phase 4B, STA. 152+25 +/- and progresses sequentially to its end at 164+64.74 +/- . Phase 5A begins at STA. 180 +/- and progresses sequentially to its end at STA. 130+25 +/-; Phase 5B begins at the end of Phase 5A, STA.130+25 +/- and progresses sequentially to its end and the beginning of Phase 1 at STA.32+75 +/- . Construction of the various Temporary Roads, Temporary Gates and Removal and Re-installation of an existing Bollard will be done concurrently with the beginning of each phase of the Bomber Boulevard Phase of the project associated with these items shown on the Phasing Plan.

Please refer to the attached Bomber Boulevard Phasing Plan provided in Specification Section 01 30 00.24. Note that all construction work for a previous phase must be complete and contractor provided submittal for detailed phasing plan for next phase to be approved prior to starting the construction work for next phase. Example: Phase 1 construction must be 100% complete and turned over to Minot AFB via the COR prior to Phase 2 construction can begin. Phase 2 must be complete before Phase 3 can begin. Where the optional work is concerned Phase 4a, 4b, 4c can be constructed in any sequence based on options awarded. Phase 5b is required to be completed prior to Phase 5a if these options are awarded. Phase 4 options and Phase 5 options may not be completed at the same time. Phases 1, 2, 3, 4a, 4b, 4c, 5a, and 5b must all have contractor submitted phasing plan/traffic control plans must submitted and approved by the government prior to initiation of any phase.

1.10 BUY AMERICAN STATUTE

No Changes from Parent Contract.

1.11 MISSION DELAY DAYS

The Contractor shall anticipate a work delay of up to thirty (30) days during any one-year within the contract period (such that an additional 30 days should be anticipated in the event an option is awarded). The Contractor will be notified in advance of these interruptions . This time is included in the overall completion time stated.

1.12 REQUEST FOR PROPOSAL (RFP) DRAWINGS

No Changes from Parent Contract.

1.13 CONTRACT DRAWINGS AND SPECIFICATIONS

No Changes from Parent Contract.

1.14 SUBMITTALS

In addition to the list below, add additional phasing plan submittals in accordance with the number of options awarded.

SD-01 Preconstruction Submittals

Phasing Plan for Phase 1; G, RO

Phasing Plan for Phase 2; G, RO

Phasing Plan for Phase 3; G, RO

1.15 CONCURRENT CONSTRUCTION

Construction work closely related to and/or located at the site of the work under a concurrent contract, including the Bomber Boulevard Water Main Replacement project, will be in progress simultaneously with work under this contract. The locations of this concurrent work is shown on the drawings or described in these specifications. The Contractor shall cooperate with others as necessary in the interest of timely completion of all work. In the event of interference, the Contracting Officer shall be notified immediately for resolution and his decision shall be final.

1.16 PAYMENT

1.16.1 PROMPT PAYMENT ACT

No Changes from Parent Contract.

1.16.2 PAYMENT FOR MATERIALS DELIVERED OFFSITE

No Changes from Parent Contract.

1.16.3 PAYMENTS FOR SPECIAL MECHANICAL, ELECTRICAL AND ENVIRONMENTAL SYSTEMS

No Changes from Parent Contract.

1.17 AVAILABILITY OF UTILITY SERVICES

Utilities at Minot AFB are privatized and will require the contractor to contact the following utility providers for placement of gas, water, sanitary sewer and electrical utilities for the Repair Bomber Boulevard project. The contractor shall pay all service installation fees, connection fees and/or utility tap-in fees associated with the new utilities being installed on this project. See Bomber Blvd Phase Plan for information on gas, water, sanitary sewer and electrical utility installations.

Gas: Contact Montana-Dakota Utilities (MDU) at 701-857-6821, Mr. Glenn Houston. MDU constructs all gas lines and services at the contractor's expense.

Water/Sanitary Sewer: Contact Base Utilities at (701) 727-5050 Mr. Russ Gohl for water and sanitary sewer installation. Base Utilities constructs all water and sewer mains and services to 5 feet from the building at contractor's expense.

Electrical: Contact Verendrye Electric at 800-472-2141 Mr. John Westby for exterior electric installation. Verendrye Electric constructs all exterior electric and makes all temporary connections at contractor's expense.

Communications: Contact SRT Communications at 701 858-1200

1.18 UTILITY SERVICE INTERRUPTIONS

The Contractor shall submit written notification not less than 15 calendar days in advance of each interruption of each utility and communication

service to or within existing buildings and facilities being used by others. No single outage will exceed 4 hours unless approved in writing. The time and duration of all outages will be coordinated and approved with the Using Agency by the Contracting Officer.

1.19 DIGGING PERMITS AND ROAD CLOSINGS

The Contractor shall allow 14 calendar days from date of written application to receive permission to dig and to close roads. Work on or near roadways shall be flagged in accordance with the safety requirements in Safety and Health Requirements Manual EM 385-1-1, which forms a part of these specifications. Work located along the alert force route shall not cause blockage and the Contractor shall maintain unobstructed access for alert force traffic at all times.

***NOTE: The intersection at the end of Phase 3, identified as ALCM Pass and Bomber Boulevard, SHALL NOT be shut down for ANY REASON during the full period of performance of this construction contract. Minor concrete work/repair is all that is required under this contract within the intersection of ALCM Pass and Bomber Boulevard.

1.20 QUANTITY SURVEYS

No Changes from Parent Contract.

1.21 VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS

No Changes from Parent Contract.

1.22 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. No Changes from Parent Contract.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

Jan	23
Feb	17
Mar	13
Apr	4
May	3
Jun	6
Jul	3
Aug	4
Sep	4
Oct	3
Nov	12
Dec	20

c. No Changes from Parent Contract.

1.23 INSURANCE REQUIRED

No Changes from Parent Contract.

1.24 SECURITY REQUIREMENTS

1.24.1 Contractor's Employee Identification

No Changes from Parent Contract.

1.24.2 Entry Requirements

Not Applicable to this Task Order

1.24.3 CONTRACTOR PERSONNEL

Once a contract has been formalized, the contractor must furnish the 5 CONS or the Army Corps of Engineers with a full list of personnel and vehicles requiring access to the installation. The list must include full name, SSAN, address, and the inclusive dates/times of each employee requiring entry; and the make, model, year, color, and license plate number of all vehicles to be operated on the installation. This list will be verified and authenticated by the escorting agency and forwarded to 5 SFS Pass and Registration for further processing. After reviewing the form for accuracy and verification, 5 SFS Pass and Registration will maintain the form until the contractor arrives on the installation to begin work. The contractor must report to Pass and Registration to obtain the passes between 0800 and 1600 on the duty day the work is to begin. The escorting agency, in coordination with the contractor, will be responsible for monitoring the expiration dates of passes, and will ensure all personnel and vehicle passes are returned for destruction no later than the duty day following expiration, or the employees termination of employment. As the sponsoring agency for all contracts let on this installation, the escorting agency will be the point of contact for contracted employees.

1.25 CONTRACTOR QUALITY CONTROL (CQC)

No Changes from Parent Contract.

1.26 NONDOMESTIC CONSTRUCTION MATERIALS

No Changes from Parent Contract.

1.27 DAILY WORK SCHEDULES AND WEEKLY COORDINATION MEETINGS

No Changes from Parent Contract.

1.28 AS-BUILT DRAWINGS

No Changes from Parent Contract.

1.29 SIGN

No Changes from Parent Contract.

1.30 GOVERNMENT-FURNISHED PROPERTY

Pursuant to CONTRACT CLAUSES clause: "Government Property " the Government will furnish to the Contractor the following property to be incorporated or

installed in the work. Such property is available at the project site, as shown on the plans. All such property will be installed or incorporated into the work at the expense of the Contractor. The Contractor shall verify the quantity and condition of such Government-furnished property and report the receipt of Government-Furnished Property in accordance with Section 00 72 00 GENERAL CONDITIONS (CONTRACT CLAUSES) DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY. For damage or loss or property follow Section 00 72 00 GENERAL CONDITIONS (CONTRACT CLAUSES) DFARS 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY.

Quantity	Item	Description	[Dollar Value]
[????? CY]	Stockpiled Roadway Millings		[\$50/CY x Qty = ???]

1.31 EQUIPMENT ROOM DRAWINGS

No Changes from Parent Contract.

1.32 CONTRACTOR FURNISHED EQUIPMENT DATA

No Changes from Parent Contract.

1.33 ACCOMMODATIONS FOR GOVERNMENT INSPECTORS

No accommodations for Government Inspectors are required for this Task Order.

1.34 LABORATORY BUILDING

A Laboratory Building is not required for this Task Order.

1.35 ASBESTOS AND LEAD

Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP) are not anticipated to be encountered during the course of work for this Task Order.

1.36 PARTNERING

No Changes from Parent Contract.

1.37 PROFIT

No Changes from Parent Contract.

1.38 LABOR CONDITIONS APPLICABLE TO TEMPORARY FACILITIES

No Changes from Parent Contract.

1.39 DRAWING SCALES

No Changes from Parent Contract.

1.40 WAGE RATE APPLICATION

Applicable to all work.

1.41 FEDERAL HOLIDAYS

No Changes from Parent Contract.

1.42 BASE HOURS

Base operation hours are 6:00 a.m. to 10:00 p.m. daily, excluding federal holidays. Access to the base during other times must be requested in writing from the Contracting Officer. The Contractor will be allowed to work 24 hours per day 7 days per week, excluding federal holidays, provided that work outside normal base operation hours and normal Government Inspector hours is scheduled in advance. The Contractor must make his/her request to the Contracting Officer 14 days in advance of his/her intention to work during other periods, to allow assignment, of additional inspection forces. If such force is reasonably available, the Contracting Officer may authorize the Contractor to perform work during periods other than normal duty hours/days. Normal duty hours for Government Inspectors are between the hours of 7:30 a.m. and 4:30 p.m, Monday thru Friday.

1.43 UPKEEP OF ROADWAYS WITHIN A MILITARY INSTALLATION

Not Applicable.

1.44 TASK AND DELIVERY ORDER OMBUDSMAN

No Changes from Parent Contract.

1.45 APPLICATION OF "VALUE ENGINEERING" CLAUSE

No Changes from Parent Contract.

1.46 USACE BIM PROJECT EXECUTION PLAN (USACE PxP) TEMPLATE

BIM is not a requirement for this Task Order.

1.47 Specification Deficiencies/Discrepancies

Where deficiencies or discrepancies are found within these specifications, the COR should be consulted for clarification on the appropriate requirements.

PART 2 NOT USED

PART 3 EXECUTION

3.1 APPENDIX A- CONTRACT DOCUMENT DISTRIBUTION LIST

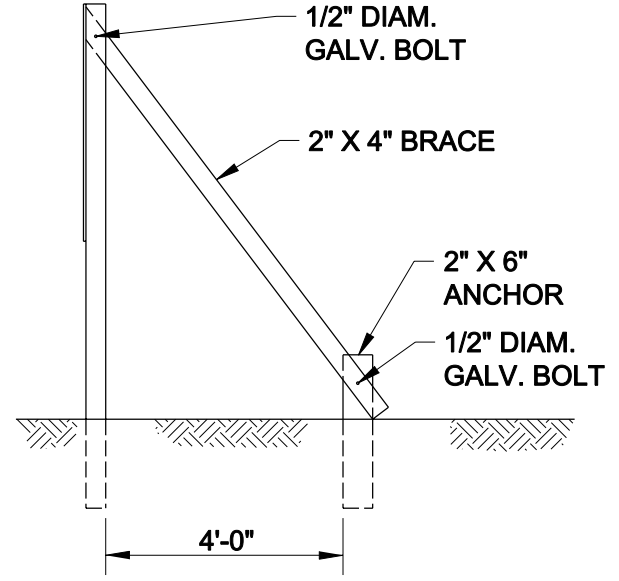
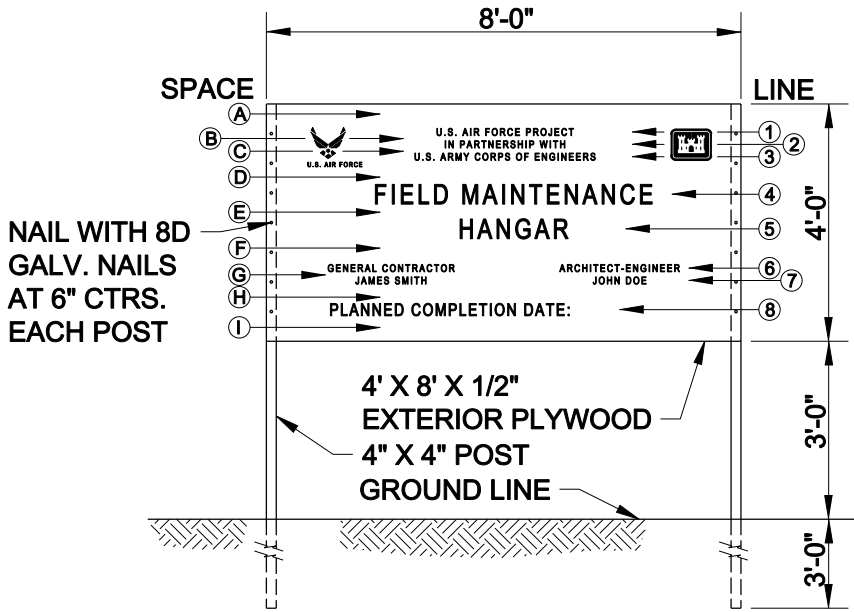
Appendix A - Contract Document Distribution List

Addressee	No. of Sets
CENWO-CD-BH-M (Austin Johnson) Minot Resident Office 5 Shawnee Road Minot AFB, ND 58705	2
CENWO-CD-BH (Jim Winjum) Black Hills Area Office 631 St. Anne Street, Suite 101 Rapid City, SD 57701	2
Sam Warren, CIV, DAF 5 CES/CENM, B445, Room 135 445 Peacekeeper Place Minot AFB, ND 58705	3

-- End of Section --

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FRONT VIEW

END VIEW

**U.S. AIR FORCE MCP PROJECTS
PROJECT SIGN DETAILS**

NO SCALE

SCHEDULE

SPACE	HEIGHT	LINE	DESCRIPTION	LETTER HEIGHT	STROKE
A	4"	1	U.S. AIR FORCE PROJECT	1.5"	3/16"
B	2"	2	IN PARTNERSHIP WITH	1.5"	3/16"
C	2"	3	U.S. ARMY CORPS OF ENGINEERS	1.5"	3/16"
D	5"	4	PROJECT NAME	4"	1/2"
E	3"	5	PROJECT NAME CONT'D (IF REQ'D)	4"	1/2"
F	5"	6	GENERAL CONTRACTOR/A-E	1.5"	3/16"
G	1"	7	GENERAL CONTRACTOR/A-E	1.5"	3/16"
H	4"	8	PLANNED COMPLETION DATE	2.5"	1/4"
I	4"				

NOTES:

1. POSTS SHALL BE S4S.
2. PLYWOOD SHALL BE EXTERIOR TYPE, A-C GRADE.
3. BEFORE PAINTING, SURFACE SHALL BE CLEAN, DRY, FREE OF GREASE AND SANDED.
4. PAINT WITH ONE EXTERIOR OIL PRIME COAT AND TWO COATS EXTERIOR TYPE ALKYD, CONFORMING TO MASTER PAINTERS INSTITUTE MPI-9, MPI GLOSS LEVEL 6. COLOR SHALL MATCH EITHER BENJAMIN MOORE CARIBBEAN AZURE (2059-20) OR PITTSBURGH PAINTS WARM WASSAIL (428-7) AS DIRECTED BY THE CONTRACTING OFFICER'S REPRESENTATIVE.
5. ALL LETTERING SHALL BE EXTERIOR TYPE ALKYD. COLOR SHALL BE WHITE.
6. DECALOMANIA FOR CORPS OF ENGINEERS INSIGNIA AND U.S. AIR FORCE EMBLEM WILL BE FURNISHED BY THE CONTRACTING OFFICER FOR INSTALLATION BY THE CONTRACTOR.
7. ALL EXPOSED WOOD (POSTS, SUPPORTS, BACK, ETC.) SHALL BE PAINTED THE SAME BACKGROUND COLOR AS THE SIGN.
8. LETTERING STYLE SHALL BE EITHER HELIOS EXTRA BOLD CONDENSED, HELIOS BOLD II, HELVETICA BLACK ROMAN, OR HELVETICA BOLD ROMAN.

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General Decision Number: ND170002 07/07/2017 ND2

Superseded General Decision Number: ND20160002

State: North Dakota

Construction Type: Highway

Counties: North Dakota Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	07/07/2017

* ELEC0714-002 07/01/2017

ADAMS, BILLINGS, BOTTINEAU, BOWMAN, BURKE, BURLIEGH, DIVIDE, DUNN, EMMONS, GOLDEN VALLEY, GRANT, HETTINGER, MCHENRY, MCKENZIE, MCLEAN, MERCER, MORTON, MOUNTRIAL, OLIVER, PIERCE, RENVILLE, ROLLETTE, SHERIDAN, SOIUX, SLOPE, STARK, WARD, & WILLIAMS COUNTIES:

	Rates	Fringes
ELECTRICIAN		
CABLE SPLICER.....	\$ 40.91	10.5%+9.10
ELECTRICIAN.....	\$ 40.51	10.5%+9.10

ELEC0714-003 01/01/2017

LINE CONSTRUCTION:

	Rates	Fringes
Line Construction		
CABLE SPLICER.....	\$ 41.50	29%+5.50
GROUNDMAN.....	\$ 23.67	19%+5.50
LINE EQUIPMENT OPERATOR.....	\$ 35.50	29%+5.50
LINEMAN.....	\$ 41.50	29%+5.50

ELEC1426-002 12/01/2016

BARNES, BENSON, CAVALIER, DICKEY, EDDY, FOSTER, GRAND FORKS, GRIGGS, KIDDER, LAMOURE, LOGAN, MCINTOSH, NELSON, PEMBINA, RAMSEY, RANSOM, RICHLAND, SARGENT, STEELE, STUTSMAN, TOWNER, TRAILL, WALSH, & WELLS COUNTIES:

	Rates	Fringes
ELECTRICIAN		
CABLE SPLICER.....	\$ 28.30	11.26
ELECTRICIAN.....	\$ 29.77	11.82

ENGI0049-001 10/01/2016

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 27.90	15.60
GROUP 2.....	\$ 27.00	15.60
GROUP 3.....	\$ 26.75	15.60
GROUP 4.....	\$ 26.60	15.60
GROUP 5.....	\$ 25.75	15.60
GROUP 6.....	\$ 24.45	15.60

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: All Cranes 60 tons and over, Cranes doing piling, sheeting, dragline/clam work, Derrick(Guy & Stiff), Gentry

Crane Operator, Helicopter Operator, Mole Operator or Tunnel Mucking Machine, Power Shovel 3-1/2 CY. and over and Traveling Tower Crane.

GROUP 2: All Cranes 21 tons and up to 59 tons, Backhoe Operator 3 CY. and over, Creter Crane, Dredge Operator 12' and Over, Equipment Dispatcher, Finish Motor Grader, Front End Loader Operator 8 CY. and over, Master Mechanic (When supervising 5 or more Mechanics), Mon-o-rail Hoist Operator, Power Shovel up to and including 3-1/2 CY. and Tugboat.

GROUP 3: Cranes 20 tons and under, Asphalt Paving Machine Operator, Asphalt Plant Operator, Automated Grade Trimmer, Backhoe Operator 1 CY. up to and including 2-1/2 CY., Boom Truck Hydraulic (8 Tons & over), Cableway Operator, Concrete Batch Plant Operator (electronic or manual), Concrete Mixer Paving Machine Operator, Concrete Paver-Bridge Decks, Concrete Pump, Concrete Spreader Operator & Belt Placer, Crushing Plant Operator, Dozer Operator, Dredge Operator or Engineer 11' and under, Drill Rigs, Heavy Duty Rotary or Chum or Cable Drill, Front End Loader (3-1/2 CY. up to and including 7-1/2 CY.), Gravel Washing & Screening Plant Operator, Locomotive, all types, Mechanic or Welder (heavy duty), Motor Grade Operator, Pavement Breaker (Non-Hydro Hammer type, Pipeline Wrapping, Cleaning & Bending Machine Operator, Power Actuated Auger and Horizontal Boring Machine Operator 6' and over, Refrigeration Plant Engineer, Roto Milling Machine (Surface Planer) 43' & over, Scraper Operator, Slip Form Concrete Paving Operator, Tandem Pushed Quad 9 or similar, Tractor with Boom Attachment, Trenching Machine- 100 HP. and over.

GROUP 4: Articulated/Off Road Hauler, Asphalt Dump Person, Asphalt Paving Screed Operator, Backhoe - up to and including 1/2 CY., Boring Machine locator, Console Board Operator, Distributor Operator (Bituminous), Forklift Operator, Front End Loader- 1-1/2 CY. up to and including 3 CY., Grade Person, Gravel Screening Plant Operator (not Crushing or Washing), Greaser, Lazer-Screed Operator, Longitudinal Float and Spray Operator, Micro surfacer Machine, Motor Grade Operator-Hual Roads, Paving Breaker-Hydro Hammer Type, Pugmill Operator, Push Tractor, Roller, Steel & Rubber on Hot Mix Asphalt Paving, Rotomill Machine (Surface Planer), up to and including 42', Rumble Strip Machine, Sand and Chip Spreader, Self-propelled Sheepsfoot Packer with or without Blade attachment, Self-propelled Traveling Soil Stabilizer, Sheepsfoot Packer with Dozer attachment- 100 HP and over, Shouldering Machine, Slip Form, Curb & Gutter Operator, Slurry Seal Machine, Tamping Machine Operator, Tie Tamper and Ballast Machine, Trenching Machine Operator- 46 HP up to and including 99 HP, Truck Mechanic, Well Points, Tub Grinder, Fuel/Lube Operator.

GROUP 5: Boom Truck- A- Frame or Hydraulic 2 tons up to and including 7 tons, Broom-Self propelled, Concrete Saw (Power Operated), Cure Bridge Operator, Front End Loader Operator,

less than 1-1/2 CY., Mobile Cement Mixer, Power Actuated Auger & Horizontal Boring Machine Operator up to and including 5", Roller, on other than Hot Mix Asphalt Paving, Oilers, Vibrating Packer Operator (Pad Type) Self-propelled, Water Spraying Equipment-Self Propelled, Skidsteer Operator with Attachments.

GROUP 6: Brakeman or Switchman, Curb Machine Operator (Manuel), Dredge or Tugboat Deckhand, Drill Truck Gravel/Testing Operator, Form Trench Digger (Power), Guniting Operator Gunall, Paint Machine Striping Operator, Pick-up Sweeper, 1CY. & over Hopper Capacity, Scissor Jack-Self Propelled Platform Lift, Straw Mulcher and Blower, Stump Chipper Operator, Tractor Pulling Compaction or Aerating Equipment, Trenching Machine Operator- up to and including 45 HP., Assistant/Apprentice Operator.

 TEAM0638-002 10/01/2016

	Rates	Fringes
TRUCK DRIVER		
Euclid over 20 yds.....	\$ 29.57	12.05
Single Axle Trucks.....	\$ 27.62	12.05
Tandem Tri Axle Semi, Low Boy and Off Road Heavy Duty End Dumps 20 yds & under.....	\$ 28.05	12.05
Tandem Tri/ Axle Truck.....	\$ 27.74	12.05

 SUND2016-001 09/16/2015

	Rates	Fringes
Electrician		
Cass County.....	\$ 14.72	3.40
CARPENTER.....	\$ 27.40	6.70
Cement Mason/Finisher.....	\$ 27.40	6.70
Laborers:		
GROUP 1.....	\$ 19.70	2.50
GROUP 2.....	\$ 19.95	2.50
GROUP 3.....	\$ 20.10	2.50
GROUP 4.....	\$ 20.85	2.50

LABORERS CLASSIFICATIONS

GROUP 1: General Construction Laborers: Sack Shaker (cement and mineral filler): Pipe Handler: Drill Runner Tender: Salamander Heater and Blower Tender, Light truck, Pickup Driver, Flaggers and Pilot Car Drivers.

GROUP 2: Semi Skilled Laborer: Bulk Cement Handler: Conduit Layer, Telephone or Electrical: Form Setter (pavement): Gas

Electric or pneumatic tool operator: Chipping Hammer, Grinders and Paving Brakers (tamper-drit) Concrete Vibrator Operator: Chain Saw Operator: Concrete Saw Operator: Concrete Curing Man (not water): Bituminous worker (Shoveler, Dumper, Raker and Floated): Kettleman (bituminous or lead): Concrete Bucket Signlman: Power Buggy Operator: Brick and Mason Tender: Multiplate Pipelayer: Culvert Pipe Layers: Carpenters Tenders.

GROUP 3: Caisson Worker: Bottom Man (sanitary sewer, storm sewer water and gas liners): Concrete Mixer Operator (one bag capacity): Mortar Mixer.

GROUP 4: Pipe Layers (sanitary sewer, storm sewer, water and gas lines): Drill runner (includes Wagon Churn or Air Track) Powderman, Gunitite and Sandblast, Nozzleman, Reinforcing Steel Setters/Tiers, Concrete Finishers Tender.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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DIVISION 01 - GENERAL REQUIREMENTS

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REVISIONS TO PROJECT SCHEDULE

08/08

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- 3.4 PROJECT SCHEDULE SUBMISSIONS
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- 3.6 PERIODIC SCHEDULE UPDATE MEETINGS
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- 3.10 OWNERSHIP OF FLOAT
- 3.11 TRANSFER OF SCHEDULE DATA INTO RMS CM
- 3.12 PRIMAVERA P6 MANDATORY REQUIREMENTS

-- End of Section Table of Contents --

SECTION 01 32 01.00 10

REVISIONS TO PROJECT SCHEDULE
08/08

PART 1 GENERAL

1.1 REFERENCES

No Changes from Parent Contract.

1.2 SUBMITTALS

No Changes from Parent Contract.

1.3 QUALITY ASSURANCE

Designate an authorized representative to be responsible for the preparation of the schedule and all required updating (activity status) and preparation of reports and must be a direct employee of the prime Contractor. The authorized representative shall be experienced in scheduling projects similar in nature and complexity to this project and shall be experienced in the use of the scheduling software that meets the requirements of this specification. The requirements in this section have a direct relationship to the reporting to be accomplished through QCS specified in Section 01 45 00.15 10 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

No Changes from Parent Contract.

3.2 BASIS FOR PAYMENT AND COST LOADING

No Changes from Parent Contract.

3.3 PROJECT SCHEDULE DETAILED REQUIREMENTS

No Changes from Parent Contract.

3.4 PROJECT SCHEDULE SUBMISSIONS

No Changes from Parent Contract.

3.4.1 Preliminary Project Schedule Submission

No Changes from Parent Contract.

3.4.2 Initial Project Schedule Submission

No Changes from Parent Contract.

3.4.3 Design Package Schedule Submission

No Changes from Parent Contract.

3.4.4 Periodic Schedule Updates

No Changes from Parent Contract.

3.4.5 Standard Activity Coding Dictionary

Use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used. A template SDEF compatible schedule backup file (sdef.prx) is available on the RMS website:

www.rmssupport.com. The SDEF format is as follows:

Field	Activity Code	Length	Description
1	WRKP	3	Workers per Day
2	RESP	4	Responsible Party (e.g. GC, subcontractor, USACE)
3	AREA	4	Area of Work
4	MODF	6	Modification or REA number
5	BIDI	6	Bid Item (CLIN)
6	PHAS	2	Phase of Work
7	CATW	1	Category of Work
8	FOW1	10	Feature of Work (used up to 10 characters in length)
9	FOW2	10	Feature of Work (used up to 20 characters in length)
10	FOW3	10	Feature of Work (used up to 30 characters in length)

3.5 SUBMISSION REQUIREMENTS

No Changes from Parent Contract.

3.6 PERIODIC SCHEDULE UPDATE MEETINGS

No Changes from Parent Contract.

3.7 REQUESTS FOR TIME EXTENSIONS

No Changes from Parent Contract.

3.8 DIRECTED CHANGES

No Changes from Parent Contract.

3.9 WEEKLY PROGRESS MEETINGS

No Changes from Parent Contract.

3.10 OWNERSHIP OF FLOAT

No Changes from Parent Contract.

3.11 TRANSFER OF SCHEDULE DATA INTO RMS CM

Import the schedule data into the Resident Management System Contractor Mode (RMS CM) and export the RMS CM data to the Government. This data is considered to be additional supporting data in a form and detail required by the Contracting Officer pursuant to FAR 52.232-5 - Payments under

Fixed-Price Construction Contracts. The receipt of a proper payment request pursuant to FAR 52.232-27 - Prompt Payment for Construction Contracts is contingent upon the Government receiving both acceptable and approvable hard copies and matching electronic export from RMS CM of the application for progress payment.

3.12 PRIMAVERA P6 MANDATORY REQUIREMENTS

If Primavera P6 is being used, request a backup file template (.xer) from the Government, if one is available, prior to building the schedule. The following settings are mandatory and required in all schedule submissions to the Government:

- a. Activity Codes must be Project Level, not Global or EPS level.
- b. Calendars must be Project Level, not Global or Resource level.
- c. Activity Duration Types must be set to "Fixed Duration & Units".
- d. Percent Complete Types must be set to "Physical".
- e. Time Period Admin Preferences must remain the default "8.0 hr/day, 40 hr/week, 172 hr/month, 2000 hr/year". Set Calendar Work Hours/Day to 8.0 Hour days.
- f. Set Schedule Option for defining Critical Activities to "Longest Path".
- g. Set Schedule Option for defining progressed activities to "Retained Logic".
- h. Set up cost loading using a single lump sum resource. The Price/Unit must be \$1/hr, Default Units/Time must be "8h/d", and settings "Auto Compute Actuals" and "Calculate costs from units" selected.
- i. Activity ID's must not exceed 10 characters.
- j. Activity Names must have the most defining and detailed description within the first 30 characters.

-- End of Section --

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SECTION 01 33 00

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05/11; OMA 5/12

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PART 2 PRODUCTS

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SECTION 01 33 00

REVISIONS TO SUBMITTAL PROCEDURES
05/11; OMA 5/12

PART 1 GENERAL

Attachments: Submittal Register

1.1 SUMMARY

No Changes from Parent Contract.

1.2 DEFINITIONS

No Changes from Parent Contract.

1.3 SUBMITTALS

No Changes from Parent Contract.

1.4 ELECTRONIC SUBMITTALS

No Changes from Parent Contract.

1.5 SUBMITTAL CLASSIFICATION

No Changes from Parent Contract.

1.6 PREPARATION

No Changes from Parent Contract.

1.7 INFORMATION ONLY SUBMITTALS

No Changes from Parent Contract.

1.8 VARIATIONS

No Changes from Parent Contract.

1.9 SUBMITTAL REGISTER

No Changes from Parent Contract.

1.10 SUBMITTAL ITEM PROCEDURES

1.10.1 Government Reviewed Design Construction or "G-DO" or "G-AE"
Submittals

Except as noted below, all Government reviewed design construction for Design-Build Task Orders or "G-DO" or "G-AE" hard copy submittals for Construction-only Task Orders are to be submitted in three (3) copies. All three (3) copies are to be mailed directly to the addressee shown below using the transmittal form. Additionally, submit one (1) copy of the transmittal form to the Area Engineer or Resident Engineer (as directed). See paragraph: ELECTRONIC SUBMITTALS for submittal items being transmitted

electronically.

Technical Reviewer

District Office (DO)
Russell Matthews
U.S. Army Corps of Engineers
Omaha District
Attn: CENWO-CD-S-TS
1616 Capitol Ave
Omaha, NE 68102-4901

Electronic Submittals and e-mail notifications of Electronic Submittals posted to AMRDEC SAFE or other FTP repositories should be sent to Russell Matthews at the following e-mail address:
CENWO.ConstructionSubmittal@usace.army.mil

Items not to be submitted in multiples, such as samples and test cylinders, are to be submitted to the Area or Resident Engineer (as directed), accompanied by three (3) copies of the transmittal form.

Hard Copy Drawings: Submit each required submittal, which is in the form of a drawing, as three (3) prints of the drawing. Drawing prints are to be either blue or black line permanent-type prints on a white background or blueprint and shall be sufficiently clear and suitable for making legible copies.

All hard copy submittals must be presented such that they fit into a standard size (letter) cabinet file drawer. Larger drawings must be folded to fit and not rolled. See paragraph: ELECTRONIC SUBMITTALS above for electronic submittals.

Catalog cuts and other descriptive data which have more than one model, size, or type or which shows optional equipment must be clearly marked to show the model, size, or type and all optional equipment which is provided. Submittals on component items forming a system or that are interrelated are to be submitted at one time as a single submittal in order to demonstrate that the items have been properly coordinated and will function as a unit.

For hard copy submittals, submit an additional copy of all submittals related to fire protection/detection systems concurrently to the Base Civil Engineering or Post DPW Office. The mailing address for these submittals will be obtained at the preconstruction conference. For electronic submittals, the means of transfer will be discussed at the Pre-Construction Conference.

For hard copy submittals, submit an additional copy of all designated Commissioning Authority (CxA) submittals related to enhanced commissioning concurrently to the CxA. The mailing address for these submittals will be provided at the preconstruction conference. For electronic submittals, the means of transfer will be discussed at the Pre-Construction Conference.

1.10.2 Government Reviewed Construction, Government Approved (G-AO/G-RO) and FIO Submittals

No Changes from Parent Contract.

1.10.3 Certificates of Compliance

No Changes from Parent Contract.

1.10.4 Purchase Orders

No Changes from Parent Contract.

1.10.5 Operation and Maintenance Data/Manuals

No Changes from Parent Contract.

1.11 SCHEDULING

Schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Allow a minimum of 20 calendar days exclusive of mailing for any Government reviews and approvals, unless directed otherwise. Include certifications to be submitted with the pertinent drawings at the same time. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 20 calendar days will be allowed and shown on the register for review and approval of submittals for food service equipment and/or refrigeration and HVAC control systems.

- a. No Changes from Parent Contract.
- b. No Changes from Parent Contract.
- c. No Changes from Parent Contract.
- d. No Changes from Parent Contract.

1.11.1 Government Reviewed Design

1.12 GOVERNMENT APPROVING AUTHORITY

No Changes from Parent Contract.

1.13 DISAPPROVED OR REJECTED SUBMITTALS

No Changes from Parent Contract.

1.14 APPROVED/ACCEPTED SUBMITTALS

No Changes from Parent Contract.

1.15 APPROVED SAMPLES

No Changes from Parent Contract.

1.16 WITHHOLDING OF PAYMENT

No Changes from Parent Contract.

1.17 STAMPS

No Changes from Parent Contract.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

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SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Bomber Boulevard (FY17) - Minot AFB, ND

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEW	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY					REMARKS	
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		MAILED TO CONTR/ DATE RCD FRM APPR AUTH
		01 30 00.24	SD-01 Preconstruction Submittals														
			Phasing Plan for Phase 1		G RO												
			Phasing Plan for Phase 2		G RO												
			Phasing Plan for Phase 3		G RO												
		01 41 26.06 24	SD-01 Preconstruction Submittals														
			Contractor's NOI	3.2.1													
			Storm Water Pollution Prevention Plan	3.2.3	G AO												
		01 45 00.10 20	SD-01 Preconstruction Submittals														
			QC Manager	1.4.1													
			QC Plan	1.5													
		01 57 23	SD-07 Certificates														
			Mill Certificate or Affidavit	2.1.3													
		02 41 00	SD-01 Preconstruction Submittals														
			Existing Conditions	1.10													
			SD-07 Certificates														
			Demolition Plan	1.2.1													
		03 30 53	SD-02 Shop Drawings														
			Installation Drawings														
			SD-03 Product Data														
			Air-Entraining Admixture	2.1.3.1													
			Water-Reducing or Retarding Admixture	2.1.3.2													
			Curing Materials	2.1.10													
			Expansion Joint Filler Strips, Premolded	2.1.6													

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Bomber Boulevard (FY17) - Minot AFB, ND

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT OR CLASSIFICATION REVIEW	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS	
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE			DATE OF ACTION
		03 30 53	Joint Sealants - Field Molded Sealants	2.1.7													
			Batching and Mixing Equipment	3.1.3.3													
			Conveying and Placing Concrete	3.2													
			Formwork	2.1.8													
			Forms	2.4													
			Ready-Mix Concrete	2.2													
			Mix Design Data	2.2													
			Air-Entraining Admixtures	2.2													
			Fly Ash	2.2													
			Curing Compound	2.1.10.2													
			SD-06 Test Reports														
			Aggregates	2.1.2													
			Concrete Mixture Proportions	1.3.3													
			Compressive Strength Testing	3.10													
			Slump	3.10													
			SD-07 Certificates														
			Cementitious Materials	2.1.1													
			Aggregates	2.1.2													
		31 00 00	SD-01 Preconstruction Submittals														
			Dewatering Work Plan	1.3.2													
			Shoring And Sheeting Plan														
			SD-03 Product Data														
			Utilization of Excavated Materials	3.9													
			SD-06 Test Reports														
			Testing	3.17													

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ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT OR CLASSIFICATION REVIEW	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY					REMARKS	
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		MAILED TO CONTR/ DATE RCD FRM APPR AUTH
		31 00 00	SD-07 Certificates Testing	3.17													
		31 11 00	SD-03 Product Data Nonsaleable Materials	3.6.1													
			SD-04 Samples Tree wound paint	2.1													
			Herbicide	2.2													
		32 01 19.61	SD-03 Product Data Joint sealant	2.1.1													
			SD-04 Samples Joint filler	3.1.1													
			backer rod	2.1.3.1													
			Joint sealant	2.1.1													
			SD-06 Test Reports Joint sealant	2.1.1													
			SD-07 Certificates Equipment list	1.6													
			SD-08 Manufacturer's Instructions Joint sealant	2.1.1													
		32 01 29.61	SD-03 Product Data Mix Design	2.1.4.1													
			SD-04 Samples Joint filler	2.1.7													
			Joint sealant	2.1.6													
			SD-05 Design Data Concrete Mix Design	1.3.1													

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CONTRACT NO.

TITLE AND LOCATION
Bomber Boulevard (FY17) - Minot AFB, ND

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEW	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY					REMARKS	
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		MAILED TO CONTR/ DATE RCD FRM APPR AUTH
		32 01 29.61	SD-06 Test Reports														
			Test Results	1.3.1													
			gradation	1.3.1.2													
			gradation	2.1.1.4													
			Cement	1.3.1.1													
			slump	2.1.4.1													
			air content	2.1.4.1													
			strength	3.4.2													
			mixer calibration and efficiency	1.3.2													
			SD-07 Certificates														
			Cement	1.3.1.1													
			Aggregate	1.3.1.2													
			Admixtures	2.1.3													
			Absorbent curing material	3.6.3													
			pigmented liquid	2.1.5.2													
			membrane-forming compound														
			pigmented liquid	2.1.5.2													
			membrane-forming compound														
			Waterproof Sheet	2.1.5.3													
			Joint filler	2.1.7													
			Joint sealant	2.1.6													
		32 11 23	SD-03 Product Data														
			Sieve Analysis, Liquid Limit,	1.5.4													
			Plasticity Index, Soundness, L.A.														
			Abrasion (wear)														
			Plant, Equipment, and Tools	1.3													

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CONTRACT NO.

TITLE AND LOCATION
Bomber Boulevard (FY17) - Minot AFB, ND

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEW	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY				REMARKS		
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE		DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		32 11 23	Waybills and Delivery Tickets														
			SD-06 Test Reports														
			Sampling and Testing	1.5													
			Field Density Tests	1.5.2.4													
		32 12 10	SD-03 Product Data														
			Waybills and Delivery Tickets														
			Local/Regional Materials														
			SD-06 Test Reports														
			Sampling and Testing	3.7													
		32 12 16	SD-03 Product Data														
			Mix Design	2.3													
			Contractor Quality Control	3.10													
			Material Acceptance	3.11													
			Percent Payment	1.1.2													
			SD-06 Test Reports														
			Aggregates	2.1													
			QC Monitoring	3.10.3.10													
			SD-07 Certificates														
			Asphalt Cement Binder	2.2													
			Testing Laboratory	3.6													
		32 16 13	SD-03 Product Data														
			Concrete	2.1													
			SD-06 Test Reports														
			Field Quality Control	3.8													
		32 17 24.00 10	SD-03 Product Data														
			Equipment	1.2													

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TITLE AND LOCATION
Bomber Boulevard (FY17) - Minot AFB, ND

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	GOVT CLASSIFICATION REVIEW	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY				REMARKS		
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE		DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH
		32 17 24.00 10	Composition Requirements														
			Qualifications	1.4.1													
			SD-06 Test Reports														
			Sampling and Testing														
			SD-07 Certificates														
			Volatile Organic Compound (VOC)														
		32 92 19	SD-03 Product Data														
			Wood cellulose fiber mulch or hay mulch	2.5.3													
			Fertilizer	2.4													
			SD-06 Test Reports														
			Topsoil composition tests	2.2.3													
			SD-07 Certificates														
			seed	2.1													
			SD-08 Manufacturer's Instructions														
			Erosion Control Materials	2.7													
		33 11 00	SD-03 Product Data														
			Piping Materials	2.1.1													
			Water distribution main	2.1													
			Hydrants	2.1.2.2													
			Valve boxes	2.1.2.3													
			SD-05 Design Data														
			Design Calculations of water piping														
			SD-06 Test Reports														

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CONTRACT NO.

TITLE AND LOCATION
Bomber Boulevard (FY17) - Minot AFB, ND

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEW	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY					REMARKS	
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		MAILED TO CONTR/ DATE RCD FRM APPR AUTH
		33 11 00	Disinfection	2.2.1													
			SD-07 Certificates														
			Water distribution main	2.1													
			hydrants	2.1.2.2													
			SD-08 Manufacturer's Instructions														
			Delivery, storage, and handling	1.4													
			Installation	3.1.1													
		33 40 00	SD-03 Product Data														
			Non-shrink Grout														
			Manholes, Frames and Covers														
			Pipe Materials and Fittings														
			Placing Pipe	3.3													
			Video Recording	3.8.2	G												
			SD-07 Certificates														
			Resin Certification	2.1.2													
			Pipeline Testing	3.8													
			Hydrostatic Test on Watertight Joints	2.4													
			Determination of Density	3.7.5													
			Frame and Cover for Gratings	2.2.3													

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REVISIONS TO LEED(TM) DOCUMENTATION

05/12, 06/12 NWO

PART 1 GENERAL

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SECTION 01 33 29

REVISIONS TO LEED(TM) DOCUMENTATION
05/12, 06/12 NWO

PART 1 GENERAL

This specification serves only as a placeholder. If a given Task Order is programmed for LEED elements or certification, a separate fully edited LEED specification should be provided by Designers.

-- End of Section --

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DIVISION 01 - GENERAL REQUIREMENTS

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02/12; OMH 3/12

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- 1.1 REFERENCES
- 1.2 DEFINITIONS
- 1.3 SUBMITTALS
- 1.4 REGULATORY REQUIREMENTS
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 - 1.5.1 Personnel Qualifications
 - 1.5.1.1 Site Safety and Health Officer (SSHO)
 - 1.5.1.1.1 Contractor Quality Control (QC) Person:
 - 1.5.1.2 USACE Dredging Contract Requirements
 - 1.5.1.3 Crane Operators
 - 1.5.2 Personnel Duties
 - 1.5.3 Meetings
- 1.6 ACCIDENT PREVENTION PLAN (APP)
- 1.7 ACTIVITY HAZARD ANALYSIS (AHA)
- 1.8 DISPLAY OF SAFETY INFORMATION
- 1.9 SITE SAFETY REFERENCE MATERIALS
- 1.10 EMERGENCY MEDICAL TREATMENT
- 1.11 NOTIFICATIONS and REPORTS
- 1.12 HOT WORK
- 1.13 RADIATION SAFETY REQUIREMENTS
- 1.14 FACILITY OCCUPANCY CLOSURE
- 1.15 SEVERE STORM PLAN
- 1.16 CONFINED SPACE ENTRY REQUIREMENTS

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PART 3 EXECUTION

- 3.1 CONSTRUCTION AND OTHER WORK
- 3.2 PRE-OUTAGE COORDINATION MEETING
- 3.3 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)
- 3.4 FALL HAZARD PROTECTION AND PREVENTION PROGRAM
- 3.5 EQUIPMENT
- 3.6 EXCAVATIONS
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- 3.8 WORK IN CONFINED SPACES
- 3.9 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)

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SECTION 01 35 26

REVISIONS TO GOVERNMENTAL SAFETY REQUIREMENTS
02/12; OMH 3/12

PART 1 GENERAL

1.1 REFERENCES

No Changes from Parent Contract.

1.2 DEFINITIONS

No Changes from Parent Contract.

1.3 SUBMITTALS

No Changes from Parent Contract.

1.4 REGULATORY REQUIREMENTS

No Changes from Parent Contract.

1.5 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.5.1 Personnel Qualifications

1.5.1.1 Site Safety and Health Officer (SSHO)

No Changes from Parent Contract.

1.5.1.1.1 Contractor Quality Control (QC) Person:

The Contractor Quality Control Person cannot be the SSHO on this project, even though the QC has safety inspection responsibilities as part of the QC duties. See Section 01 45 00.00 10 QUALITY CONTROL, paragraph: Assignment of CQC System Manager, Project Superintendent, and SSHO Responsibilities.

1.5.1.2 USACE Dredging Contract Requirements

No Changes from Parent Contract.

1.5.1.3 Crane Operators

No Changes from Parent Contract.

1.5.2 Personnel Duties

No Changes from Parent Contract.

1.5.3 Meetings

No Changes from Parent Contract.

1.6 ACCIDENT PREVENTION PLAN (APP)

No Changes from Parent Contract.

1.7 ACTIVITY HAZARD ANALYSIS (AHA)

No Changes from Parent Contract.

1.8 DISPLAY OF SAFETY INFORMATION

No Changes from Parent Contract.

1.9 SITE SAFETY REFERENCE MATERIALS

No Changes from Parent Contract.

1.10 EMERGENCY MEDICAL TREATMENT

No Changes from Parent Contract.

1.11 NOTIFICATIONS and REPORTS

No Changes from Parent Contract.

1.12 HOT WORK

No Changes from Parent Contract.

1.13 RADIATION SAFETY REQUIREMENTS

No Changes from Parent Contract.

1.14 FACILITY OCCUPANCY CLOSURE

No Changes from Parent Contract.

1.15 SEVERE STORM PLAN

No Changes from Parent Contract.

1.16 CONFINED SPACE ENTRY REQUIREMENTS

No Changes from Parent Contract.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 CONSTRUCTION AND OTHER WORK

No Changes from Parent Contract.

3.2 PRE-OUTAGE COORDINATION MEETING

No Changes from Parent Contract.

3.3 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

No Changes from Parent Contract.

3.4 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

No Changes from Parent Contract.

3.5 EQUIPMENT

No Changes from Parent Contract.

3.6 EXCAVATIONS

No Changes from Parent Contract.

3.7 ELECTRICAL

No Changes from Parent Contract.

3.8 WORK IN CONFINED SPACES

No Changes from Parent Contract.

3.9 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)

No Changes from Parent Contract.

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DIVISION 01 - GENERAL REQUIREMENTS

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(NORTH DAKOTA) NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM
CONSTRUCTION SITES

03/05

PART 1 GENERAL

- 1.1 REFERENCES (Not Applicable)
- 1.2 SUBMITTALS

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

- 3.1 GENERAL
- 3.2 IMPLEMENTATION
 - 3.2.1 Notice of Intent
 - 3.2.2 Annual Location Record
 - 3.2.3 Storm Water Pollution Prevention Plan
 - 3.2.4 Inspections and Reporting
 - 3.2.5 Records Retention
 - 3.2.6 Notice of Termination

-- End of Section Table of Contents --

SECTION 01 41 26.06 24

(NORTH DAKOTA) NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES

03/05

Attachments: The most recent versions of the following forms can be found the website: <http://www.ndhealth.gov/wq/storm/construction/constructionhome.htm>

NDPDES Permit No. NDR10-0000

Notice of Intent

Notice of Termination

Construction Storm Water Pollution Prevention Plan

Guidance Forms

Site Inspection Record

Annual Location Record

PART 1 GENERAL

1.1 REFERENCES (Not Applicable)

1.2 SUBMITTALS

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

SD-01 Preconstruction Submittals

Contractor's NOI

Storm Water Pollution Prevention Plan; G-AO.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall be responsible for implementing the terms and requirements of the attached NDPDES Permit No. NDR10-0000 and the Storm Water Pollution Prevention Plan. The project is defined as a "Small Construction Activity" under the permit. The Contractor shall be the permittee.

3.2 IMPLEMENTATION

3.2.1 Notice of Intent

The Contractor must have an NOI submitted to the North Dakota Department of Health which covers storm water discharges from all of their small construction sites in the State. A copy of the Contractor's NOI shall be

submitted at least 14 calendar days prior to beginning land disturbance activities.

3.2.2 Annual Location Record

The project must be included the Contractor's Annual Location Record.

3.2.3 Storm Water Pollution Prevention Plan

The Contractor shall prepare, submit and implement a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the NDPDES general permit. Any temporary or permanent erosion and sedimentation control measures shown on the drawings shall be incorporated into the Contractor's SWPPP. A copy of the SWPPP shall be submitted for approval at least 14 calendar days prior to beginning land disturbance activities. A copy of the approved SWPPP shall be furnished to the Base Environmental Office. The Contractor shall be responsible for implementing, maintaining and updating the SWPPP during construction. The Contractor shall modify the SWPPP whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the water of the state, or if the SWPPP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.

3.2.4 Inspections and Reporting

The Contractor shall be responsible for all inspections and reporting required under the NDPDES general permit. Copies of each Site Inspection Report Form shall be furnished to the COR [and the Base Environmental Office] within 2 days after the inspection.

3.2.5 Records Retention

The Contractor shall keep all records and information required by the NDPDES general permit for at least three years.

3.2.6 Notice of Termination

The Contractor will sign and submit the Notice of Termination (NOT) in accordance with the NDPDES general permit after approval by the COR.

-- End of Section --

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02/10

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- 3.4 QUALITY CONTROL ORGANIZATION
 - 3.4.1 Personnel Requirements
 - 3.4.2 CQC System Manager
 - 3.4.3 CQC Personnel
 - 3.4.4 Assignment of CQC System Manager, Project Superintendent, and SSHO Responsibilities
 - 3.4.5 Additional Requirement
 - 3.4.6 Organizational Changes
- 3.5 SUBMITTALS AND DELIVERABLES
- 3.6 CONTROL
- 3.7 TESTS
- 3.8 COMPLETION INSPECTION
- 3.9 DOCUMENTATION
- 3.10 SAMPLE FORMS
- 3.11 NOTIFICATION OF NONCOMPLIANCE

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SECTION 01 45 00.00 10
REVISIONS TO QUALITY CONTROL
02/10

PART 1 GENERAL

No Changes from Parent Contract.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

No Changes from Parent Contract.

3.2 QUALITY CONTROL PLAN

No Changes from Parent Contract.

3.3 COORDINATION MEETING

No Changes from Parent Contract.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

No Changes from Parent Contract.

3.4.2 CQC System Manager

Identify as CQC System Manager an individual within the onsite work organization who is responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager must be a construction person with a minimum of five (5) years in related work. This CQC System Manager must be on the site at all times during construction and be employed by the prime Contractor. The CQC System Manager must be assigned no other duties . Identify in the plan an alternate to serve in the event of the CQC System Manager's absence. The requirements for the alternate are the same as the CQC System Manager.

3.4.3 CQC Personnel

No Changes from Parent Contract.

3.4.4 Assignment of CQC System Manager, Project Superintendent, and SSHO Responsibilities

The CQC System Manager, Project Superintendent, and SSHO may not share duties and are required to be separate individuals.

3.4.5 Additional Requirement

No Changes from Parent Contract.

3.4.6 Organizational Changes

No Changes from Parent Contract.

3.5 SUBMITTALS AND DELIVERABLES

No Changes from Parent Contract.

3.6 CONTROL

No Changes from Parent Contract.

3.7 TESTS

No Changes from Parent Contract.

3.8 COMPLETION INSPECTION

No Changes from Parent Contract.

3.9 DOCUMENTATION

No Changes from Parent Contract.

3.10 SAMPLE FORMS

No Changes from Parent Contract.

3.11 NOTIFICATION OF NONCOMPLIANCE

No Changes from Parent Contract.

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QUALITY CONTROL FOR MINOR CONSTRUCTION

02/14

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 - 1.3.3 Notification of Changes
- 1.4 QC ORGANIZATION
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 - 1.4.1.1 Duties
 - 1.4.1.2 Qualifications
 - 1.4.2 Alternate QC Manager Duties and Qualifications
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- 1.6 COORDINATION AND MUTUAL UNDERSTANDING MEETING
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 - 1.8.4 Additional Preparatory and Initial Phases
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- 1.9 SUBMITTAL REVIEW AND APPROVAL
- 1.10 TESTING
 - 1.10.1 Accreditation Requirements
 - 1.10.2 Laboratory Accreditation Authorities
 - 1.10.3 Capability Check
 - 1.10.4 Test Results
- 1.11 QC CERTIFICATIONS
 - 1.11.1 Contractor Quality Control Report Certification
 - 1.11.2 Invoice Certification
 - 1.11.3 Completion Certification
- 1.12 COMPLETION INSPECTIONS
 - 1.12.1 Punch-Out Inspection
 - 1.12.2 Pre-Final Inspection
 - 1.12.3 Final Acceptance Inspection
- 1.13 DOCUMENTATION
 - 1.13.1 Quality Control Validation
 - 1.13.2 As-Built Drawings
- 1.14 NOTIFICATION ON NON-COMPLIANCE

PART 2 PRODUCTS

PART 3 EXECUTION

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SECTION 01 45 00.10 20

QUALITY CONTROL FOR MINOR CONSTRUCTION
02/14

PART 1 GENERAL

1.1 SUBMITTALS

The following shall be submitted in accordance with Section 01 33 00
SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

QC Manager
QC Plan

Submit a QC plan within 15 calendar days after receipt of Notice
of Award.

1.2 INFORMATION FOR THE CONTRACTING OFFICER (CO)

Prior to commencing work on construction, the Contractor can obtain a
single copy set of the current report forms from the CO. The report forms
will consist of the Contractor Production Report, Contractor Production
Report (Continuation Sheet), Contractor Quality Control (CQC) Report, CQC
Report (Continuation Sheet), Preparatory Phase Checklist, Initial Phase
Checklist, Rework Items List, and Testing Plan and Log.

Deliver the following to the CO:

- a. CQC Report: Original and one copy, by 10:00 AM the next
working week after each week that work is performed;
- b. Contractor Production Report: Original and one copy by 10:00
AM the next working week after each week that work is performed;
- c. Preparatory Phase Checklist: Original attached to the
original CQC Report and one copy attached to each copy;
- d. Initial Phase Checklist: Original attached to the original
CQC Report and one copy attached to each copy;
- e. Field Test Reports: One copy, within the week after the test
is performed, attached to the CQC Report;
- f. QC Meeting Minutes: One copy, within the week after the
meeting; and
- g. QC Certifications: As required by the paragraph entitled "QC
Certifications."

1.3 QC PROGRAM REQUIREMENTS

Establish and maintain a QC program as described in this section. The QC
program consists of a QC Manager, a QC plan, a Coordination and Mutual
Understanding Meeting, QC meetings, three phases of control, submittal

review and approval, testing, and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this contract. The QC program shall cover on-site and off-site work and shall be keyed to the work sequence. No work or testing may be performed unless the QC Manager is on the work site.

1.3.1 Preliminary Work Authorized Prior to Acceptance

The only work that is authorized to proceed prior to the acceptance of the QC plan is mobilization of storage and office trailers, temporary utilities, and surveying.

1.3.2 Acceptance

Acceptance of the QC plan is required prior to the start of construction. The CO reserves the right to require changes in the QC plan and operations as necessary, including removal of personnel, to ensure the specified quality of work. The CO reserves the right to interview any member of the QC organization at any time in order to verify the submitted qualifications.

1.3.3 Notification of Changes

Notify the CO, in writing, of any proposed change, including changes in the QC organization personnel, a minimum of seven calendar days prior to a proposed change. Proposed changes shall be subject to the acceptance by the CO.

1.4 QC ORGANIZATION

1.4.1 QC Manager

1.4.1.1 Duties

Provide a QC Manager at the work site to implement and manage the QC program. In addition to implementing and managing the QC program, the QC Manager may perform the duties of project superintendent. The QC Manager is required to attend the Coordination and Mutual Understanding Meeting, conduct the QC meetings, perform the three phases of control, perform submittal review and approval, ensure testing is performed and provide QC certifications and documentation required in this contract. The QC Manager is responsible for managing and coordinating the three phases of control and documentation performed by others.

1.4.1.2 Qualifications

An individual with a minimum of 10 years combined experience as a superintendent, inspector, QC Manager, project manager, or construction manager on similar size and type construction contracts which included the major trades that are part of this contract. The individual shall have experience in the areas of hazard identification and safety compliance.

1.4.2 Alternate QC Manager Duties and Qualifications

Designate an alternate for the QC Manager to serve in the event of the designated QC Manager's absence. The period of absence may not exceed two weeks at one time, and not more than 30 workdays during a calendar year. The qualification requirements for the Alternate QC Manager shall be the same as for the QC Manager.

1.5 QC PLAN

1.5.1 Requirements

Provide, for acceptance by the CO, a QC plan submitted in a three-ring binder that covers both on-site and off-site work and includes the following with a table of contents listing the major sections identified with tabs.

- I. QC ORGANIZATION: A chart showing the QC organizational structure and its relationship to the production side of the organization.
- II. NAMES AND QUALIFICATIONS: In resume format, for each person in the QC organization. Include the CQM for Contractors course certification required by the paragraph entitled "Construction Quality Management Training".
- III. DUTIES, RESPONSIBILITY AND AUTHORITY OF QC PERSONAL: Of each person in the QC organization.
- IV. OUTSIDE ORGANIZATIONS: A listing of outside organizations such as architectural and consulting engineering firms that will be employed by the Contractor and a description of the services these firms will provide.
- V. APPOINTMENT LETTERS: Letters signed by an officer of the firm appointing the QC Manager and Alternate QC Manager and stating that they are responsible for managing and implementing the QC program as described in this contract. Include in this letter the QC Manager's authority to direct the removal and replacement of non-conforming work.
- VI. SUBMITTAL PROCEDURES AND INITIAL SUBMITTAL REGISTER: Procedures for reviewing, approving and managing submittals. Provide the name(s) of the person(s) in the QC organization authorized to review and certify submittals prior to approval.
- VII. TESTING LABORATORY INFORMATION: Testing laboratory information required by the paragraphs "Accredited Laboratories" or "Testing Laboratory Requirements", as applicable.
- VIII. TESTING PLAN AND LOG: A Testing Plan and Log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test.
- IX. PROCEDURES TO COMPLETE REWORK ITEMS: Procedures to identify, record, track and complete rework items.
- X. DOCUMENTATION PROCEDURES: Use Government formats.
- XI. LIST OF DEFINABLE FEATURES: A Definable Feature of Work (DFOW) is a task, which is separate and distinct from other tasks, has the same control requirements and work crews. The list shall be cross-referenced to the Contractor's Construction Schedule and the specification sections. For projects requiring a Progress Chart, the list of definable features of work shall include but not be limited to all items of work on the schedule. For projects

requiring a Network Analysis Schedule, the list of definable features of work shall include but not be limited to all critical path activities.

XIII. PROCEDURES FOR PERFORMING THREE PHASES OF CONTROL: For each DFOV provide Preparatory and Initial Phase Checklists. Each list shall include a breakdown of quality checks that will be used when performing the quality control functions, inspections, and tests required by the contract documents. The preparatory and initial phases shall be conducted with a view towards obtaining quality construction by planning ahead and identifying potential problems.

XIII. PERSONNEL MATRIX: Not Applicable.

XIV. PROCEDURES FOR COMPLETION INSPECTION: See the paragraph entitled "COMPLETION INSPECTIONS".

XV. TRAINING PROCEDURES AND TRAINING LOG: Not Applicable.

1.6 COORDINATION AND MUTUAL UNDERSTANDING MEETING

During the Pre-Construction conference and prior to the start of construction, discuss the QC program required by this contract. The purpose of this meeting is to develop a mutual understanding of the QC details, including documentation, administration for on-site and off-site work, and the coordination of the Contractor's management, production and the QC personnel. At the meeting, the Contractor will be required to explain how three phases of control will be implemented for each DFOV. Contractor's personnel required to attend shall include the QC Manager, project manager, and superintendent. Minutes of the meeting will be prepared by the QC Manager and signed by both the Contractor and the CO. The Contractor shall provide a copy of the signed minutes to all attendees. Repeat the coordination and mutual understanding meeting when a new QC Manager is appointed.

1.7 QC MEETINGS

After the start of construction, the QC Manager shall conduct QC meetings once every one weeks at the work site with the superintendent and the foreman responsible for the ongoing and upcoming work. The QC Manager shall prepare the minutes of the meeting and provide a copy to the CO within two working days after the meeting. As a minimum, the following shall be accomplished at each meeting:

- a. Review the minutes of the previous meeting;
- b. Review the schedule and the status of work and rework;
- c. Review the status of submittals;
- d. Review the work to be accomplished in the next two weeks and documentation required;
- e. Resolve QC and production problems (RFIs, etc.);
- f. Address items that may require revising the QC plan.

1.8 THREE PHASES OF CONTROL

The three phases of control shall adequately cover both on-site and off-site work and shall include the following for each DFOV.

1.8.1 Preparatory Phase

Notify the CO at least two work days in advance of each preparatory phase. Conduct the preparatory phase with the superintendent and the foreman responsible for the definable feature of work. Document the results of the preparatory phase actions in the daily CQC Report and in the QC checklist. Perform the following prior to beginning work on each definable feature of work:

- a. Review each paragraph of the applicable specification sections;
- b. Review the contract drawings;
- c. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required;
- d. Review the testing plan and ensure that provisions have been made to provide the required QC testing;
- e. Examine the work area to ensure that the required preliminary work has been completed;
- f. Examine the required materials, equipment and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data;
- g. Review the specifications to ensure that applicable safety requirements are met, and that required Material Safety Data Sheets (MSDS) are submitted; and
- h. Discuss specific controls used and the construction methods and the approach that will be used to provide quality construction by planning ahead and identifying potential problems for each DFOV.

1.8.2 Initial Phase

Notify the CO at least two work days in advance of each initial phase. When construction crews are ready to start work on a DFOV, conduct the Initial Phase with the foreman responsible for that DFOV. Observe the initial segment of the work to ensure that it complies with contract requirements. Document the results of the Initial Phase in the daily CQC Report and in the QC checklist. Perform the following for each DFOV:

- a. Establish the quality of workmanship required;
- b. Resolve conflicts;
- c. Ensure that testing is performed by the approved laboratory; and
- d. Check work procedures for compliance with APP and the appropriate AHA to ensure that applicable safety requirements are met.

1.8.3 Follow-Up Phase

Perform the following for on-going work daily, or more frequently as necessary, until the completion of each DFOW and document in the daily CQC Report and in the QC checklist:

- a. Ensure the work is in compliance with contract requirements;
- b. Maintain the quality of workmanship required;
- c. Ensure that testing is performed by the approved laboratory;
- d. Ensure that rework items are being corrected; and
- e. Assure manufacturers representatives have performed necessary inspections, if required.

1.8.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same DFOW if the quality of on-going work is unacceptable, if there are changes in the applicable QC organization, if there are changes in the on-site production supervision or work crew, if work on a DFOW is resumed after substantial period of inactivity, or if other problems develop.

1.8.5 Notification of Three Phases of Control for Off-Site Work

Notify the CO at least two weeks prior to the start of the preparatory and initial phases.

1.9 SUBMITTAL REVIEW AND APPROVAL

Procedures for submission, review, and approval of submittals are described in the submittal section of the specification.

1.10 TESTING

Except as stated otherwise in the specification sections, perform sampling and testing required under this contract.

1.10.1 Accreditation Requirements

Construction materials testing laboratories must be accredited by a laboratory accreditation authority and will be required to submit a copy of the Certificate of Accreditation and Scope of Accreditation. The laboratory's scope of accreditation must include the appropriate ASTM standards (i.e.; E 329, C 1077, D 3666, D 3740, A 880, E 543) listed in the technical sections of the specifications. Laboratories engaged in Hazardous Materials Testing shall meet the requirements of OSHA and EPA. The policy applies to the specific laboratory performing the actual testing, not just the "Corporate Office."

1.10.2 Laboratory Accreditation Authorities

Laboratory Accreditation Authorities include the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology, the American Association of State Highway and Transportation Officials (AASHTO), International Accreditation Services, Inc. (IAS), U. S. Army Corps of Engineers Materials Testing

Center (MTC), the American Association for Laboratory Accreditation (A2LA), the Washington Association of Building Officials (WABO) (Approval authority for WABO is limited to projects within Washington State), and the Washington Area Council of Engineering Laboratories (WACEL) (Approval authority by WACEL is limited to projects within the NAVFAC WASH and Public Works Center Washington geographical area).

1.10.3 Capability Check

The CO retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this contract.

1.10.4 Test Results

Cite applicable Contract requirements, tests or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. If the item fails to conform, notify the CO immediately. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable. Test results shall be signed by a testing laboratory representative authorized to sign certified test reports. Furnish the signed reports, certifications, and other documentation to the CO.

1.11 QC CERTIFICATIONS

1.11.1 Contractor Quality Control Report Certification

Each CQC Report shall contain the following statement: "On behalf of the Contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report."

1.11.2 Invoice Certification

Furnish a certificate to the CO with each payment request, signed by the QC Manager, attesting that as-built drawings are current and attesting that the work for which payment is requested, including stored material, is in compliance with contract requirements.

1.11.3 Completion Certification

Upon completion of work under this contract, the QC Manager shall furnish a certificate to the CO attesting that "the work has been completed, inspected, tested and is in compliance with the contract."

1.12 COMPLETION INSPECTIONS

1.12.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Contract clause "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the QC Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Include in the punch list any remaining items of the "Rework Items List",

which were not corrected prior to the Punch-Out inspection. The punch list shall include the estimated date by which the deficiencies will be corrected. A copy of the punch list shall be provided to the CO. The QC Manager or staff shall make follow-on inspections to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government "Pre-Final Inspection".

1.12.2 Pre-Final Inspection

The Government and QC manager will perform this inspection to verify that the facility is complete and ready to be occupied. A Government pre-final punch list may be developed as a result of this inspection. The QC Manager shall ensure that all items on this list are corrected prior to notifying the Government that a "Final" inspection with the customer can be scheduled. Any items noted on the "Pre-Final" inspection shall be corrected in a timely manner and shall be accomplished before the contract completion date for the work or any particular increment thereof if the project is divided into increments by separate completion dates.

1.12.3 Final Acceptance Inspection

The QC Manager, the superintendent, or other Contractor management personnel and the CO will be in attendance at this inspection. Additional Government personnel may be in attendance. The final acceptance inspection will be formally scheduled by the CO based upon results of the "Pre-Final Inspection". Notice shall be given to the CO at least 14 days prior to the final inspection. The notice shall state that all specific items previously identified to the Contractor as being unacceptable will be complete by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the CO to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause "Inspection of Construction".

1.13 DOCUMENTATION

Maintain current and complete records of on-site and off-site QC program operations and activities. The forms identified under the paragraph "INFORMATION FOR THE CONTRACTING OFFICER (CO)" shall be used. Reports are required for each day work is performed. Account for each calendar day throughout the life of the contract. Every space on the forms must be filled in. Use N/A if nothing can be reported in one of the spaces. The superintendent and the QC Manager must prepare and sign the Contractor Production and CQC Reports, respectively. The reporting of work shall be identified by terminology consistent with the construction schedule. The "remarks" section in this report will contain pertinent information including directions received, problems encountered during construction, work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered and a record of visitors to the work site. For each remark given, identify the Schedule Activity No. that is associated with the remark.

1.13.1 Quality Control Validation

Establish and maintain the following in a series of three ring binders. Binders shall be divided and tabbed as shown below. These binders shall be readily available to the Government's Quality Assurance Team during all

business hours.

- a. All completed Preparatory and Initial Phase Checklists, arranged by specification section.
- b. All milestone inspections, arranged by Activity/Event Number.
- c. A current up-to-date copy of the Testing and Plan Log with supporting field test reports, arranged by specification section.
- d. Copies of all contract modifications, arranged in numerical order. Also include documentation that modified work was accomplished.
- e. A current up-to-date copy of the Rework Items List.
- f. Maintain up-to-date copies of all punch lists issued by the QC Staff on the Contractor and Sub-Contractors and all punch lists issued by the Government.

1.13.2 As-Built Drawings

The QC Manager is required to ensure that the as-built drawings, required by Section 01 78 39 AS-BUILT DRAWINGS, are kept current on a daily basis and marked to show deviations, which have been made from the Contract drawings. Ensure each deviation has been identified with the appropriate modifying documentation, e.g. PC number, modification number, RFI number, etc. The QC Manager shall initial each deviation or revision. Upon completion of work, the QC Manager shall submit a certificate attesting to the accuracy of the as-built drawings prior to submission to the CO.

1.14 NOTIFICATION ON NON-COMPLIANCE

The CO will notify the Contractor of any detected non-compliance with the foregoing requirements. The Contractor shall take immediate corrective action. If the contractor fails or refuses to correct the non-compliant work, the CO will issue a non compliance notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim for extension of time, for excess costs, or damages.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

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RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

11/16; OMH 03/17

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RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)
11/16; OMH 03/17

PART 1 GENERAL

1.1 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety and Health Requirements Manual

1.2 CONTRACT ADMINISTRATION

The Government will use the Resident Management System (RMS) to assist in its monitoring and administration of this contract. The Contractor uses the Government-furnished Construction Contractor Mode of RMS, referred to as RMS3/CM, to record, maintain, and submit various information throughout the contract period. The Contractor mode user manuals, updates, and training information can be downloaded from the RMS web site at: <http://rmsdocumentation.com/>. The joint Government-Contractor use of RMS facilitates electronic exchange of information and overall management of the contract. RMS3/CM provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data
- Closeout

1.2.1 Correspondence and Electronic Communications

For ease and speed of communications, exchange correspondence and other documents in electronic format to the maximum extent feasible between the Government and Contractor. Correspondence, pay requests and other documents comprising the official contract record are also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.2.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01 32 01.00 10 PROJECT SCHEDULE, Section 01 33 00 SUBMITTAL PROCEDURES, and Section 01 45 00.00 10 QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through RMS. Also, there is no separate

payment for establishing and maintaining the RMS3/CM database; costs associated will be included in the contract pricing for the work.

1.3 RMS3/CM SOFTWARE

RMS is a Windows-based program that can be run on a Windows based PC meeting the requirements as specified in Section 1.4. The Contractor will be granted access to the contract in RMS3/CM after award of the construction contract.

Prior to the Pre-Construction Conference, the Contractor will be responsible to download, install and initiate entry of contractor data, such as pre-construction submittals, subcontractors, and schedule. Any program updates of RMS3/CM will be installed automatically each time the software is launched.

1.3.1 RMS3/CM CONTRACTOR'S MODE (CM)

RMS Contractor's Mode or RMS3/CM is the replacement for Quality Control System or QCS. The database remains the same. References to RMS in this specification includes RMS3/CM.

1.4 SYSTEM REQUIREMENTS

The following is the minimum system configuration required to run RMS3/CM :

Minimum RMS System Requirements	
Hardware	
Windows-based PC	1.5 GHz 2 core or higher processor
RAM	8 GB
Hard drive disk	10 GB free space to install. Additional free space may be needed as demanded by data requirements for sole use by the RMS3/CM system
Optical Disc (CD or DVD) Reader	Used to Provide electronic copies, when required
Monitor	Screen resolution 1366 x 768, 24 bit or higher color depth
Mouse or other pointing device	
Windows compatible printer	
Connection to the Internet	minimum 4 Mbs upload/download speed
Software	
MS Windows	Windows 7 x 64 bit (RMS requires 64 bit O/S) or newer
Word Processing software	Viewer for MS Word 2013, MS Excel 2013, or newer

1.5 RELATED INFORMATION

1.5.1 RMS User Guide

After contract award, download instructions for the installation and use of RMS3/CM from the Government RMS Internet Website (RMS at: <http://rmsdocumentation.com/>).

1.5.2 Contractor Quality Control (CQC) Training

The use of RMS3/CM will have been discussed with the QC System Manager during the mandatory CQC Training class.

1.6 CONTRACT DATABASE

Data is entered by both Government and Contractor into a shared database. Inputs are live and are immediately visible to both parties. Prior to the pre-construction conference, the Government will input basic contract award data and will continue to provide feedback (submittal reviews, correspondence status, Quality Assurance (QA) comments, and other administrative data) using RMS3 for the duration of the contract. In turn, the Contractor will input its data into RMS3/CM.

1.7 DATABASE MAINTENANCE

Establish, maintain, and update data in the RMS3/CM database throughout the duration of the contract. Submit data updates to the Government (e.g., daily reports, submittals, RFI's, schedule updates, payment requests) using RMS3/CM. The RMS3 database typically includes current data on the following items:

1.7.1 Administration

1.7.1.1 Contractor Information

Contain within the database the Contractor's name, address, telephone numbers, management staff, and other required items. Within 7 calendar days of receiving access to the contract in RMS3/CM, enter Contractor administrative data.

1.7.1.2 Subcontractor Information

Within 7 calendar days of receiving access to the contract in RMS3/CM enter the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor is listed separately for each trade to be performed. Assign each subcontractor/trade a unique Responsibility Code, provided in RMS3/CM.

1.7.1.3 Correspondence

Identify all Contractor correspondence to the Government with a serial number. Prefix correspondence initiated by the Contractor's site office with "S". Prefix letters initiated by the Contractor's home (main) office with "H". Letters are numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C". Submit all correspondence and attachments through RMS3/CM. All correspondence shall be signed.

1.7.1.4 Equipment Checks

Contain within the Contractor's RMS3/CM database a current list of equipment planned for use or being used on the jobsite, including the most recent equipment inspection dates.

1.7.1.5 Request For Information (RFI)

Exchange all Requests For Information (RFI) using the Built-in RFI generator and tracker in RMS3/CM.

1.7.2 Finances

1.7.2.1 Pay Activity Data

Include within the RMS3/CM database a list of pay activities that the Contractor develops in conjunction with the construction schedule. The sum of pay activities equals the total contract amount, including modifications. Each pay activity must be assigned to a Contract Line Item Number (CLIN). The sum of the activities equals the amount of each CLIN. The sum of all CLINs equals the contract amount.

1.7.2.2 Payment Requests

Prepare all progress payment requests using RMS3/CM. Complete the payment request worksheet, prompt payment certification, and payment invoice in RMS3/CM. Update the work completed under the contract, measured as percent or as specific quantities, at least monthly. After the update, generate a payment request report using RMS3/CM. Submit the payment request, prompt payment certification, and payment invoice with supporting data using RMS3/CM. If permitted by the Contracting Officer, email or a optical disc may be used. A signed paper copy of the approved payment request is also required and will govern in the event of discrepancy with the electronic version.

1.7.3 Quality Control (QC)

RMS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements. Maintain this data on a daily basis. Entered data will automatically output to the RMS3/CM generated daily report. Provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01 45 00.00 10 QUALITY CONTROL. Within seven calendar days of Government acceptance, update RMS3/CM with the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.7.3.1 Daily Contractor Quality Control (CQC) Reports.

RMS3/CM includes the means to produce the Daily CQC Report. The Contractor can use other formats to record basic Quality Control (QC) data. However, the Daily CQC Report generated by RMS3/CM must be the Contractor's official report. Summarize data from any supplemental reports by the Contractor and consolidate onto the RMS3/CM-generated Daily CQC Report. Submit daily CQC Reports as required by Section 01 45 00.00 10 QUALITY CONTROL. Electronically submit reports to the Government within 24 hours after the date covered by the report. Also provide the Government a signed, printed copy of the daily CQC report.

1.7.3.2 Deficiency Items

Use RMS3/CM to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using its Quality Control (QC) punch list items. Maintain a current log of its QC punch list items in the RMS3/CM database. The Government will log the deficiencies it has identified using its Quality Assurance (QA) punch list items. The Government's QA punch list items will be included in its export file to the Contractor. Regularly update the correction status of both QC and QA punch list items.

1.7.3.3 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS3/CM.

1.7.3.4 Features of Work

Include a complete list of the features of work in the RMS3/CM database. A feature of work is associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.7.3.5 Hazard Analysis

Use RMS3/CM to develop a hazard analysis for each feature of work included in the CQC Plan. The Activity Hazard Analysis will include information required by EM 385-1-1, paragraph 01.A.13.

1.7.3.6 QC Requirements

Develop and maintain a complete list of QC testing and required structural and life safety special inspections required by the International Code Council (ICC), transferred and installed property, and user training requirements in RMS3/CM. Update data on these QC requirements as work progresses.

1.7.3.7 Management Reporting

RMS3/CM includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of RMS3/CM. Among these reports are: Progress Payment Request worksheet, Quality Assurance/Quality Control (QA/QC) comments, Submittal Register Status, Three-Phase Control checklists.

1.7.3.8 Exposure Hours

Log labor and equipment exposure hours on a daily basis. The labor and equipment exposure data will be rolled up into a monthly exposure report.

1.7.3.9 Accident/Safety Reporting

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be available in RMS3/CM. Regularly update the correction status of the safety comments. In addition, utilize RMS3/CM daily reports and exposure hours to advise the Government of any accidents occurring on the jobsite. A brief supplemental entry of an accident is not to be considered as a substitute

for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

1.7.4 Submittal Management

The Government will input the initial submittal register in RMS3. Thereafter, maintain a complete list of submittals, including completion of data columns. Dates when submittals are received and returned by the Government will be tracked in RMS3. Use RMS3/CM to track and transmit submittals. ENG Form 4025, submittal transmittal form, and the submittal register update must be produced using RMS3/CM. RMS3 will be used to update, store and exchange submittal registers and transmittals. In addition to requirements stated in specification 01 33 00, actual submittals are to be stored in RMS3/CM, with hard copies also provided (if required). Exception will be where the Contracting Officer specifies only hard copies required, where size of document cannot be saved in RMS3/CM, and where samples, spare parts, color boards, and full size drawings are to be provided.

1.7.5 Schedule

Develop a construction schedule consisting of pay activities, in accordance with Section 01 32 01.00 10 PROJECT SCHEDULE or Contract Clause, "Schedules for Construction Contracts". Input and maintain in the RMS database the schedule either manually or by using the Standard Data Exchange Format (SDEF). Include with each pay request the updated schedule. Provide electronic copies of transmittals.

1.7.6 Import/Export of Data

RMS includes the ability to import schedule data using SDEF.

1.8 IMPLEMENTATION

Use of RMS3/CM as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain contract data within the RMS3/CM with current information. RMS3/CM is an integral part of the Contractor's management of quality control.

1.9 MONTHLY COORDINATION MEETING

Update the RMS3/CM database each workday. As required in Contract Clause "Payments", at least one week prior to submittal of the progress payment request, meet with the Government representative to review the planned progress payment data submission for errors and omissions. Make all required corrections prior to Government acceptance of the progress payment request. Payment requests accompanied by incomplete or incorrect data will be returned. The Government will not process progress payments until all required data is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. Take immediate corrective action after receipt of such notice. Such notice, when

delivered to the Contractor, will be deemed sufficient for the purpose of notification.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

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SECTION 01 57 20

ENVIRONMENTAL PROTECTION

04/06

PART 1 GENERAL

1.1 REFERENCES

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

U.S. AIR FORCE (USAF)

AFI 32-1053 (2009) Integrated Pest Management Program

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2008; Errata 1-2010; Changes 1-3 2010; Changes 4-6 2011; Change 7 2012) Safety and Health Requirements Manual

WETLAND MANUAL Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328 Definitions of Waters of the United States

40 CFR 150 - 189 Pesticide Programs

40 CFR 260 Hazardous Waste Management System: General

40 CFR 261 Identification and Listing of Hazardous Waste

40 CFR 262 Standards Applicable to Generators of Hazardous Waste

40 CFR 279 Standards for the Management of Used Oil

40 CFR 302 Designation, Reportable Quantities, and Notification

40 CFR 355 Emergency Planning and Notification

40 CFR 68 Chemical Accident Prevention Provisions

40 CFR 82 Protection of Stratospheric Ozone

49 CFR 171 - 178 Hazardous Materials Regulations

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

1.2.4 Installation Pest Management Coordinator

Installation Pest Management Coordinator (IPMC) is the individual officially designated by the Installation Commander to oversee the Installation Pest Management Program and the Installation Pest Management Plan.

1.2.5 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor must discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" must occur. Land Application must be in compliance with all applicable Federal, State, and local laws and regulations.

1.2.6 Pesticide

Pesticide is defined as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant or desiccant.

1.2.7 Pests

The term "pests" means arthropods, birds, rodents, nematodes, fungi, bacteria, viruses, algae, snails, marine borers, snakes, weeds and other organisms (except for human or animal disease-causing organisms) that adversely affect readiness, military operations, or the well-being of

personnel and animals; attack or damage real property, supplies, equipment, or vegetation; or are otherwise undesirable.

1.2.8 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.

1.2.9 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.2.10 Wetlands

Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND MANUAL.

1.3 GENERAL REQUIREMENTS

Minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work must be protected during the entire duration of this contract. Comply with all applicable environmental Federal, State, and local laws and regulations. Any delays resulting from failure to comply with environmental laws and regulations will be the Contractor's responsibility.

1.4 SUBCONTRACTORS

Ensure compliance with this section by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this section. Payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor, and payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations are the Contractor's responsibility. All costs associated with this section must be included in the contract price.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

Administrative Submittals

Environmental Protection Plan

1.7 CERTIFICATION REQUIREMENTS

An environmental agency may require design and construction documents to be certified by a Professional Engineer (PE) registered in the State of North Dakota. The Contractor shall comply with the certification requirements of the environmental regulatory agencies.

1.8 ENVIRONMENTAL COORDINATION, PERMITS, NOTICES, REVIEWS AND/OR APPROVALS

The Contractor shall be responsible for contacting the appropriate Federal, State, Regional, and local environmental agencies to identify all required environmental permits (construction and operating), notices, reviews, and approvals required for the project. Once the requirements are identified, the Contractor shall be responsible for coordinating the requirements with Minot's Environmental Flight and the Contracting Officer in regard to implementation for a Federal Facility project. The Contractor shall ensure that all coordination, permits, notices, reviews and/or approvals are completed and submitted with each applicable phase of the design. Prior to construction starting for any phase, the Contractor shall assure that all permits and/or approvals are received and copies are submitted to the Contracting Officer. The Contractor shall be responsible for any contract delays resulting from failure to obtain environmental permits, notices, reviews and/or approvals when required.

1.8.1 Applications, Supporting Documents, and Fees

The Contractor shall obtain and complete all environmental permit applications and notices including any documents required for a modification for an existing permit held by the Facility. The Contractor is responsible for preparing all supporting documents, including but not limited to engineering reports, emission surveys, diagrams, pollutant load calculations, etc. If, in lieu of permits, the governing agency requires review and approval of the design, the Contractor shall submit and obtain approval of the design and associated documents. The Contractor shall be responsible for all fees associated with the permits, applications, reviews, approvals, and notices.

1.8.2 Environmental Permits, Notices, Reviews, and/or Approvals

The following is a listing of permits, notices, reviews, and/or approvals which **may be** required for this project. This listing and requirements are not to be considered all-inclusive by the Contractor, but is provided as information that may be used in successfully accomplishing the environmental compliances. See Internet site [http://www.health.state.nd.us/ndhd/for North Dakota's Environmental Issues](http://www.health.state.nd.us/ndhd/for%20North%20Dakota's%20Environmental%20Issues).

- a. The State of North Dakota has authority for the National Pollutant Discharge Elimination System (NPDES) program. Minot Air Force Base (MAFB) has been issued a North Dakota Department of Environmental and Natural Resources Authorization to Discharge Under the Surface Water Discharge System. The Storm Water Pollution Prevention Plan (SWPPP) is a requirement of this permit. The SWPPP may be reviewed at the Environmental Flight Office. The Contractor shall be responsible for coordination with the Environmental Flight for possible modifications to this permit for surface drainage discharges.

- b. If construction activities results in disturbance of 1 acre of land or more (sites that may be smaller than 1 acre but are part of common plan of development are considered to be over 1 acre), coverage under the Authorization to Discharge Under the North Dakota Pollutant Discharge Elimination System (NDPDES) Permit No. NDR10-0000 for storm water discharge from construction site is required. If the current permit is revised by the State of North Dakota to requiring the permit for a project disturbing less than 1 acre, the Contractor shall be responsible for the applying for coverage under the permit. The Contractor shall be responsible for implementing the terms and requirements of the permit and shall be considered the "permittee". The Contractor shall prepare and implement a Storm Water Pollution Prevention Plan, inspections, and reporting in accordance with the NDR10-0000 Permit. The SWPPP and a copy of an unsigned Notice of Intent (NOI) shall be submitted with the 100% design submittals for review and comments by the Contracting Officer or at a minimum 45 days prior to construction commencing. The Contractor shall be responsible for all submittals to the State of North Dakota 10 days prior to construction activity beginning in accordance with Permit No. NDR10-0000. The Contractor shall be responsible for assuring that their SWPPP is in accordance with Minot AFB's SWPPP (identified in the above paragraph). The Contractor shall retain copies of the storm water pollution prevention plan and all reports in accordance with the permit. All submissions to the State shall be by certified mail. The Contractor shall include copies of all submittals to the State of North Dakota (NOI/NOT), a return certified mail receipt, plans, and reports in the Appendix to the Environmental Protection Plan.
- c. Minot AFB has a State of North Dakota Title V Air Permit for the entire facility. The Contractor shall coordinate all air pollutant emissions with Minot's AFB Environmental Flight for possible modifications and/or permit to construct.

1.9 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern must be defined within the Environmental Protection Plan as outlined in this section. Address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but are considered necessary, must be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan must be current and maintained onsite by the Contractor.

1.9.1 Compliance

No requirement in this Section will relieve the Contractor of any applicable Federal, State, and local environmental protection laws and

regulations. During Construction, the Contractor will be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.9.2 Contents

Include in the environmental protection plan, but not limit it to, the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.
- e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan must include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for this plan.
- f. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.
- g. Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff.
- h. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.
- i. Drawing showing the location of borrow areas.
- j. Include in the Spill Control plan the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. Include in this plan, as a minimum:
 - 1). The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual will immediately notify the Contracting Officer and the local Fire Department and Minot Air

Force Base Environmental Flight in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. Include in the plan a list of the required reporting channels and telephone numbers.

2). The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

3). Training requirements for Contractor's personnel and methods of accomplishing the training.

4). A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

5). The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

6). The methods and procedures to be used for expeditious contaminant cleanup.

k. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris and schedules for disposal.

1). Identify any subcontractors responsible for the transportation and disposal of solid waste. Submit licenses or permits for solid waste disposal sites that are not a commercial operating facility.

2). Evidence of the disposal facility's acceptance of the solid waste must be attached to this plan during the construction. Attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. Submit the report for the previous quarter on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted (e.g. the first working day of January, April, July, and October).

3). Indicate in the report the total amount of waste generated and total amount of waste diverted in cubic yards or tons along with the percent that was diverted.

4). A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. Detail in the plan the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.

m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.

n. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the

intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be onsite at any given time must be included in the contaminant prevention plan. Update the plan as new hazardous materials are brought onsite or removed from the site.

o. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines. If a settling/retention pond is required, the plan must include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the waste water, the plan must include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be the method of disposal, include a copy of the permit and associated documents as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan must include documentation that the Waste Water Treatment Plant Operator has approved the flow rate, volume, and type of discharge.

p. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. Include in the plan methods to assure the protection of known or discovered resources, identifying lines of communication between Contractor personnel and the Contracting Officer.

q. Include and update a pesticide treatment plan, as information becomes available. Include in the plan: sequence of treatment, dates, times, locations, pesticide trade name, EPA registration numbers, authorized uses, chemical composition, formulation, original and applied concentration, application rates of active ingredient (i.e. pounds of active ingredient applied), equipment used for application and calibration of equipment. Federal, State, Regional and Local pest management record keeping and reporting requirements as well as any additional Installation Project Office specific requirements are the Contractor's responsibility in conformance with AFI 32-1053 Sections 3.4.13 and 3.4.14 for data required to be reported to the Installation.

1.9.3 Appendix

Attach to the Environmental Protection Plan, as an appendix, copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents.

1.10 PROTECTION FEATURES

This paragraph supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to

start of any onsite construction activities, the Contractor and the Contracting Officer will make a joint condition survey. Immediately following the survey, the Contractor will prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report will be signed by both the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor must protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the work under the contract.

1.11 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations from the drawings, plans and specifications, requested by the Contractor and which may have an environmental impact, will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.12 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. After receipt of such notice, the Contractor will inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or equitable adjustments allowed for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 LAND RESOURCES

Confine all activities to areas defined by the drawings and specifications. Identify any land resources to be preserved within the work area prior to the beginning of any construction. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval, except in areas indicated on the drawings or specified to be cleared. Ropes, cables, or guys will not be fastened to or attached to any trees for anchorage unless specifically authorized. Provide effective protection for land and vegetation resources at all times, as defined in the following subparagraphs. Remove stone, soil, or other materials displaced into uncleared areas.

3.1.1 Work Area Limits

Mark the areas that need not be disturbed under this contract prior to commencing construction activities. Mark or fence isolated areas within the general work area which are not to be disturbed. Protect monuments and markers before construction operations commence. Where construction operations are to be conducted during darkness, any markers must be visible in the dark. The Contractor's personnel must be knowledgeable of the purpose for marking and/or protecting particular objects.

3.1.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved must be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. Restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.1.3 Erosion and Sediment Controls

Providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations is the Contractor's responsibility. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. Construct or install temporary and permanent erosion and sediment control best management practices (BMPs) as specified in Section 01 57 23 TEMPORARY STORM WATER POLLUTION CONTROL. BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins. The Contractor's best management practices must also be in accordance with the Minot AFB National Pollutant Discharge Elimination System (NPDES) Storm Water Pollution Prevention Plan (SWPPP) which may be reviewed at the Minot Air Force Base Environmental Office. Remove any temporary measures after the area has been stabilized.

3.1.4 Contractor Facilities and Work Areas

Place field offices, staging areas, stockpile storage, and temporary buildings in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities will be made only when approved. Erosion and sediment controls must be provided for onsite borrow and spoil areas to prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas must be controlled to protect adjacent areas.

3.2 WATER RESOURCES

Monitor all water areas affected by construction activities to prevent pollution of surface and ground waters. Do not apply toxic or hazardous chemicals to soil or vegetation unless otherwise indicated. For construction activities immediately adjacent to impaired surface waters, the Contractor must be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

3.2.1 Wetlands

DO not enter, disturb, destroy, or allow discharge of contaminants into any wetlands. The Contractor shall be responsible for the protection of wetlands on Minot AFB. Maps showing locations of wetlands within Minot AFB can be obtained through the Contracting Officer by request from 5 CES/CEAN.

3.3 AIR RESOURCES

Equipment operation, activities, or processes will be in accordance with all Federal and State air emission and performance laws and standards.

3.3.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; must be controlled at all times, including weekends, holidays and hours when work is not in progress. Maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. Provide sufficient, competent equipment available to accomplish these tasks. Perform particulate control as the work proceeds and whenever a particulate nuisance or hazard occurs. Comply with all State and local visibility regulations.

3.3.2 Odors

Odors from construction activities must be controlled at all times. The odors must be in compliance with State regulations and/or local ordinances and may not constitute a health hazard.

3.3.3 Sound Intrusions

Keep construction activities under surveillance and control to minimize environment damage by noise. Comply with the provisions of the State of North Dakota rules.

3.3.4 Burning

Burning is prohibited on the Government premises.

3.3.5 Ozone Depleting Chemicals (ODCs)

The contractor shall ensure activities performed under this contract are in compliance with the Air Force Policy on ODCs. The contractor shall not purchase, use, or specify the use of any Class I ODC in the production, design, or maintenance of the end item. Class II ODCs may be used or specified only with the written approval of the Contracting Officer.

3.3.5.1 Air Conditioning And Refrigeration Equipment

Any maintenance, repair and demolition work to air conditioning and

refrigeration equipment shall require that all CFC (Chlorofluorocarbons) handling standards be met. The contractor shall not furnish any equipment that requires the use of ozone depleting chemicals nor shall he vent or cause to be vented CFC or HCFC (Hydrochlorofluorocarbons) refrigerants or other mixtures containing CFCs to the atmosphere during repair, maintenance or demolition work on the equipment covered by this contract. The contractor shall have available refrigerant recovery or reclaim equipment to perform the work. Personnel who operate refrigerant reclaim or recycling equipment shall possess the necessary state and local certifications for operating the equipment. The contractor shall be responsible for meeting all requirements, permitting, licensing and certification required by state or local ordinance to work on refrigeration systems. Replacement compressors and other replacement equipment used in repairing CFC-containing systems shall be compatible with CFC replacement refrigerants.

3.3.6 Dust Control

The Contractor shall maintain all excavations, embankments, stockpiles, access roads, plant sites, waste areas, borrow areas, and all other work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance. Temporary methods consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

3.4 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes will be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.4.1 Solid Wastes

Place solid wastes (excluding clearing debris) in containers which are emptied on a regular schedule. Handling, storage, and disposal must be conducted to prevent contamination. Employ segregation measures so that no hazardous or toxic waste will become co-mingled with solid waste. Transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill will be the minimum acceptable offsite solid waste disposal option. Verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate.

3.4.2 Chemicals and Chemical Wastes

Dispense chemicals ensuring no spillage to the ground or water. Perform and document periodic inspections of dispensing areas to identify leakage and initiate corrective action. This documentation will be periodically reviewed by the Government. Collect chemical waste in corrosion resistant, compatible containers. Small amounts of chemicals may be collected at the work site, but must be accumulated in a larger collection container at the end of each work shift. The larger collection container must be regularly monitored and maintained in a secure staging and storage area. The Contractor shall obtain prior approval from the installation fire department and Environmental Office before accumulating any wastes. Wastes will be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

3.4.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. At a minimum, manage and store hazardous waste in compliance with 40 CFR 262 in accordance with the Installation hazardous waste management plan. Contact should be made to the 5 CES/CEANP via the Contracting Officer at least 3 weeks prior to accumulating hazardous wastes on the work site to coordinate handling, storage, management, and disposal requirements. Take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. Segregate hazardous waste from other materials and wastes, protect it from the weather by placing it in a safe covered location, and take precautionary measures such as berming or other appropriate measures against accidental spillage. Storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations is the Contractor's responsibility. Transport Contractor generated hazardous waste off Government property within 60 days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. Dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials must be immediately reported to the Contracting Officer and the Installation Environmental Office. Cleanup and cleanup costs due to spills are the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility. The Contractor shall forward a copy of their Uniform Hazardous Waste Manifest to the installation Environmental Office within 1 week after hazardous waste is shipped off the installation.

3.4.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles must be conducted in a manner that affords the maximum protection against spill and evaporation. Manage and store fuel, lubricants and oil in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded must be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. Storage of fuel on the project site is not allowed. Fuel must be brought to the project site each day that work is performed.

3.4.5 Waste Water

Disposal of waste water will be as specified below.

- a. Waste water from construction activities, such as onsite material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. will not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. Dispose of the construction related waste water off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.
- b. For pumping and discharging of ground water to the surface or "waters of the State", the Contractor shall obtain a North Dakota Discharge Permit or shall be in compliance with land application.
- c. Land application shall follow state requirements; however, no

permit will be necessary. "Land application" implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, defined drainage areas, or discharge into the "waters of the State" shall occur. The Contractor shall contact the State of North Dakota, Division of Water Quality and Permit Program, to discuss the water quality parameters for chemical contaminants (such as chlorine), oil, grease, and total suspended solids and shall ensure that all water intended for land application will meet the state requirements.

3.5 RECYCLING AND WASTE MINIMIZATION

Minot Air Force Base is a Small Quantity Generator and must closely monitor the generation of hazardous wastes. Significant generation of hazardous wastes from projects and Contractor spills can easily change Minot Air Force Base's generator status. The goal is to minimize the use of hazardous and toxic chemicals to certain hazardous waste generation. The Contractor shall make every effort to minimize waste by utilizing appropriate work practices, purchase only what is needed for the job. Choose environmentally friendly products whenever possible, mix/pour only what is needed for the task, ensure cans/cartridges are properly closed to prevent drying, use cleaning solvent only when absolutely needed, use drip pans/secondary containment under liquid materials and waste, and fully participate in material and waste recycling programs as allowed by law. The Contractor shall re-use excess hazardous material on other jobs. The Contractor is further encouraged to minimized solid waste generation throughtout the duration of the project.

3.6 GREEN PROCUREMENT

In compliance with the Affirmative Procurement requirements of Section 6002 of RCRA, Executive Orders 13423 and 13514, and the Federal Acquisition Regulations (FAR), the Government requires the use of the recycled and recovered materials, and products identified in the Environmental Protection Agency's Comprehensive Procurement Guidelines as much as practical.

3.6.1 EPA Guideline Items

EPA guideline items are seen as the minimum that should be considered when evaluating recycled/reuse materials. Other materials and products not listed, but commonly used in industry outside of the government, should also be considered. FAR 52.211-5 provides guidance on recycled material usage versus virgin material usage.

3.6.2 Recycled Content Report

Material and product submittals for all recycled-content items required will clearly show the recycled/recovered content for each material used, type of material, and total weight of material used.

3.7 NON-HAZARDOUS SOLID WASTE DIVERSION REPORT

Maintain an inventory of diverted and disposed non-hazardous solid waste and construction and demolition debris. The contractor shall divert from the landfill all eligible solid waste during construction and demolition activities. The US Air Force goal for solid waste diversion is 50 percent. The goal for solid waste diversion for this project will also be

50 percent by weight. Diversion can be accomplished through recycling, waste to energy incineration, composting, mulching, reuse, and donation. Submit a report to Minot Environmental Management Element through the Contracting Officer on the first working day after each fiscal year quarter, starting the first quarter that non-hazardous solid waste has been generated. Include the following in the report:

- a. Construction and Demolition (C&D) Debris Disposed = _____ in U.S. pounds or tons, as appropriate.
- b. Construction and Demolition (C&D) Debris Recycled = _____ in U.S. pounds or tons, as appropriate.
- c. Total C&D Debris Generated = _____ in U.S. pounds or tons, as appropriate.
- d. Waste Sent to Waste-To-Energy Incineration Plant (This amount should not be included in the recycled amount) = _____ in U.S. pounds or tons, as appropriate.

3.8 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources will be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. Cease all activities that may result in impact to or the destruction of these resources. Secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.9 BIOLOGICAL RESOURCES

Minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The protection of threatened and endangered animal and plant species, including their habitat, is the Contractor's responsibility in accordance with Federal, State, Regional, and local laws and regulations.

3.10 INTEGRATED PEST MANAGEMENT

In order to minimize impacts to existing fauna and flora, the Contractor through the Contracting Officer, must coordinate with the Installation Pest Management Coordinator (IPMC) at the earliest possible time prior to pesticide application. Discuss integrated pest management strategies with the IPMC and receive concurrence from the IPMC through the COR prior to the application of any pesticide associated with these specifications. Installation Project Office Pest Management personnel will be given the opportunity to be present at all meetings concerning treatment measures for pest or disease control and during application of the pesticide. The use and management of pesticides are regulated under 40 CFR 150 - 189.

3.10.1 Pesticide Delivery and Storage

Deliver pesticides to the site in the original, unopened containers bearing legible labels indicating the EPA registration number and the manufacturer's registered uses. Store pesticides according to manufacturer's instructions and under lock and key when unattended.

3.10.2 Qualifications

For the application of pesticides, use the services of a subcontractor whose principal business is pest control. The subcontractor must be licensed and certified in the state where the work is to be performed.

3.10.3 Pesticide Handling Requirements

Formulate, treat with, and dispose of pesticides and associated containers in accordance with label directions and use the clothing and personal protective equipment specified on the labeling for use during all phases of the application. Furnish Material Safety Data Sheets (MSDS) for all pesticide products.

3.10.4 Application

Apply pesticides using a State Certified Pesticide Applicator in accordance with EPA label restrictions and recommendation. The Certified Applicator must wear clothing and personal protective equipment as specified on the pesticide label. The Contracting Officer will designate locations for water used in formulating. Do not allow the equipment to overflow. All equipment must be inspected for leaks, clogging, wear, or damage and repaired prior to application of pesticide.

3.11 PREVIOUSLY USED EQUIPMENT

Clean all previously used construction equipment prior to bringing it onto the project site. Ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. Consult with the USDA jurisdictional office for additional cleaning requirements.

3.12 MAINTENANCE OF POLLUTION FACILITIES

Maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.13 MILITARY MUNITIONS

In the event military munitions, as defined in 40 CFR 260, are discovered or uncovered, the Contractor will immediately stop work in that area and immediately inform the Contracting Officer.

3.14 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel must be trained in all phases of environmental protection and pollution control. Conduct environmental protection/pollution control meetings for all personnel prior to commencing construction activities. Additional meetings must be conducted for new personnel and when site conditions change. Include in the training and meeting agenda: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards;

installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.15 POST CONSTRUCTION CLEANUP

The Contractor will clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". Unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area must be graded, filled and the entire area seeded unless otherwise indicated.

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TEMPORARY STORM WATER POLLUTION CONTROL
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PART 1 GENERAL

1.1 REFERENCES

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

ASTM INTERNATIONAL (ASTM)

ASTM D448 (2008) Sizes of Aggregate for Road and Bridge Construction

ASTM D4873 (2002; R 2009) Identification, Storage, and Handling of Geosynthetic Rolls and Samples

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO M 288 (2006; R 2011) Standard Specification for Geotextile Specification for Highway Applications

U.S. FEDERAL HIGHWAY ADMINISTRATION (FHWA)

FHWA FP-03 (2003) FP-03 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects

1.2 GENERAL

The Contractor shall implement the storm water pollution prevention measures specified in this section in a manner which will meet the requirements of Section 01 57 20 ENVIRONMENTAL PROTECTION, and the requirements of the National Pollution Discharge Elimination System (NPDES) permit specified in Section 01 41 26.06 24 (NORTH DAKOTA) NPDES PERMIT REQUIREMENTS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES. The Contractor shall install and maintain stabilization and structural best management practices which will minimize erosion and sediment pollution from the construction site to the extent attainable. The Contractor shall be responsible for selection of appropriate best management practices as specified herein.

1.3 SUBMITTALS

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

SD-07 Certificates

Mill Certificate or Affidavit

1.4 EROSION AND SEDIMENT CONTROLS

The controls and measures required by the Contractor are described below.

1.4.1 Stabilization Practices

The stabilization practices to be implemented may include temporary seeding, mulching, sod stabilization, vegetative buffer strips, erosion control blankets, protection of trees, preservation of mature vegetation, etc. On his daily CQC Report, the Contractor shall record the dates when the major grading activities occur; when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated.

1.4.1.1 Permanent Seeding

Disturbed areas of the site where construction activities permanently ceases shall be stabilized with permanent seeding no more than 14 days after the construction activity ceases, except as follows. When the initiation of permanent seeding is stopped due to snow cover or arid conditions, permanent seeding shall be initiated as soon as practicable.

1.4.1.2 Temporary Seeding and Mulching

Areas where construction activities will temporarily cease for more than one year shall be temporarily seeded and mulched. Disturbed areas of the site where construction activities temporarily cease for more than 21 days and less than one year shall be stabilized with either temporary seeding and mulching or mulching not more than 14 days after construction activity ceases, except as follows. When the initiation of temporary stabilization measures is stopped due to snow cover or arid conditions, stabilization measures shall be initiated as soon as practicable.

1.4.1.3 Erosion Control Blankets

Erosion control blanket may be installed on steep slopes and in drainage swales and ditches to protect finished grades from erosion.

1.4.2 Temporary Structural Practices

Temporary structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable. Temporary structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Temporary structural practices shall include but not be limited to the following devices.

1.4.2.1 Silt Fences

The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly installed to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading).

Silt fence barriers shall be installed along the down slope boundary of all disturbed areas prior to beginning land-disturbing activities in those areas. Silt fence barriers may be installed across ditches or swales but not where the drainage area is greater than 1 acre. Removal of silt fence barriers shall be approved by the Contracting Officer.

1.4.2.2 Storm Drain Inlet Protection

Storm drain inlet protection shall be installed at each new and existing inlet which receives storm runoff from disturbed areas of 1 acre or less. The protection at each inlet shall be removed once the disturbed area has been finally stabilized.

1.4.2.3 Culvert Inlet Protection

Culvert inlet protection shall be installed at all culverts with a drainage area of 1 acre or less.

1.4.2.4 Rock Check Dams

Rock check dams may be used to reduce erosion of temporary or permanent ditches or swales. Type 1 rock check dams shall be used when the upstream drainage area is less than 2 acres. Type 2 rock check dams shall be used when the upstream area is 2 to 10 acres.

1.4.2.5 Stone Construction Entrance

A stone construction entrance shall be constructed wherever traffic will be leaving the construction site and move directly onto a paved road. Stone construction entrances shall be removed after the site has been finally stabilized.

1.4.2.6 Sediment Trap

Sediment traps may be constructed below disturbed areas where the total contributing drainage area is less than 3 acres. Sediment traps, when used, should be constructed prior to disturbance of upslope areas. Sediment traps must have an initial storage volume of 134 cubic yards per acre of drainage area, half of which shall be in the form of a permanent pool or wet storage to provide a stable settling medium. The remaining half shall be in the form of a drawdown or dry storage which will provide extended settling time during less frequent, larger storm events.

1.4.2.7 Diversion Dikes

Diversion dikes may be constructed to divert runoff from upslope drainage areas away from unprotected disturbed areas and slopes to a stabilized outlet or to divert sediment-laden runoff from a disturbed area to a sediment-trapping facility such as a sediment trap or sediment basin. Diversion dikes shall have a maximum channel slope of 2 percent and shall be adequately compacted to prevent failure. The minimum height measured from the top of the dike to the bottom of the channel shall be 18 inches. The minimum base width shall be 6 feet and the minimum top width shall be 2 feet. The Contractor shall ensure that the diversion dikes are not damaged by construction operations or traffic.

PART 2 PRODUCTS

2.1 COMPONENTS FOR SILT FENCES

2.1.1 Geotextile

The geotextile shall comply with the requirements of AASHTO M 288 for temporary silt fence.

2.1.2 Silt Fence Stakes and Posts

The Contractor may use either wooden stakes or steel posts for fence construction. Wooden stakes utilized for silt fence construction, shall have a minimum cross section of 2 inches by 2 inches when oak is used and 4 inches by 4 inches when pine is used, and shall have a minimum length of 3 feet. Steel posts (standard "U" or "T" section) utilized for silt fence construction, shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 5 feet.

2.1.3 Mill Certificate or Affidavit

A mill certificate or affidavit shall be provided attesting that the geotextile and factory seams meet chemical, physical, and manufacturing requirements specified above. The mill certificate or affidavit shall specify the actual Minimum Average Roll Values and shall identify the fabric supplied by roll identification numbers. The Contractor shall submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the geotextile.

2.1.4 Identification Storage and Handling

Geotextile shall be identified, stored and handled in accordance with ASTM D4873.

2.1.5 Support Mesh

Support mesh shall be 14-1/2 gage or heavier steel wire with a mesh spacing of 6 by 6 inch or a prefabricated polymeric mesh of equivalent strength.

2.2 Erosion Control Blankets

Installation staple patterns shall be clearly marked on the erosion control blanket with environmentally safe paint.

2.2.1 Netless Erosion Control Blanket

Erosion control blankets shall be a machine-produced mat with a biodegradable agricultural straw matrix (approximately 0.50 lb/sq yd). The blanket shall have a 12-month typical functional longevity and be designed for use on geotechnically stable slopes with gradients up to 1V:4H and channels with shear stresses up to 0.50 pounds per square foot.

2.2.2 Single-Net Erosion Control Blanket

Erosion control blankets shall be a machine-produced mat with a biodegradable agricultural straw matrix (approximately 0.50 lb/sq yd) and photodegradable netting on the top side. The blanket shall be sewn together with degradable thread. The blanket shall have a 12-month typical functional longevity and be designed for use on geotechnically stable

slopes with gradients up to 1V:3H and channels with shear stresses up to 1.50 pounds per square foot.

2.2.3 Double-Net Erosion Control Blanket

Erosion control blankets shall be a machine-produced mat with a biodegradable agricultural straw matrix (approximately 0.50 lb/sq yd) and photodegradable netting on each side. The blanket shall be sewn together with degradable thread. The blanket shall have a 12-month typical functional longevity and be designed for use on geotechnically stable slopes with gradients up to 1V:2H and channels with shear stresses up to 1.75 pounds per square foot.

2.3 Permanent Turf Reinforcement Mat

Turf reinforcement matting shall conform to FHWA FP-03, Section 713, Type 5.A.

2.4 COMPONENTS FOR SEDIMENT TRAP

Coarse aggregate shall conform to ASTM D448, Size 3, 357, or 5. Minor variations from the gradations specified will be permitted. Stone for riprap shall consist of field stone or rough unhewn quarry stone of approximately rectangular shape. The stone shall be hard and angular and of such quality that it will not disintegrate on exposure to water or weathering. The specific gravity of individual stones shall be at least 2.5. Riprap stones shall weigh between 50 and 150 pounds each, except that approximately 10 percent may weigh 50 pounds or less. At least 60 percent shall weigh more than 100 pounds. Geotextile shall conform to paragraph GEOTEXTILES.

2.5 COMPONENTS FOR INLET PROTECTION

Aggregates for gravel filter should be sized to get the greatest amount of filtering action possible (by using smaller-sized stone), while not creating significant ponding problems.

2.6 STONE CONSTRUCTION ENTRANCE

Aggregate for construction entrance shall conform to ASTM D448, Size 1. Minor variations from the gradation specified will be permitted. Geotextile shall conform to paragraph GEOTEXTILES.

2.7 ROCK CHECK DAMS

Coarse aggregate shall conform to ASTM D448 size number 1 or approved equal. Riprap shall consist of field stone or rough unhewn quarry stone of approximately rectangular shape. Riprap shall be hard and angular. The specific gravity of individual stones shall be at least 2.5. Concrete rubble may be used provided it has a density of at least 150 pcf. Individual stones shall have a weight of 50 to 150 lbs except that a maximum of 10 percent of stone may weigh less than 50 lbs. At least 60 percent of stones shall weigh more than 100 lbs.

2.8 GEOTEXTILES

Geotextile for other than silt fence shall comply with the requirements of AASHTO M 288 for a separation geotextile.

PART 3 EXECUTION

3.1 INSTALLATION OF SILT FENCES

Silt fences shall extend a minimum of 16 inches above the ground surface and shall not exceed 34 inches above the ground surface. Geotextile shall be from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, geotextile shall be spliced together at a support post, with a minimum 6 inch overlap, and securely sealed. Silt fence may be installed using either the trench or soil slicing method. Silt fences shall be removed upon approval by the Contracting Officer.

3.2 EROSION CONTROL BLANKETS

Installation of erosion control blankets shall conform to the manufacturer's recommendations.

3.3 TURF REINFORCEMENT MAT

Installation of turf reinforcement matting shall conform to the manufacturer's recommendations.

3.4 Sediment Trap

The area under the embankment shall be cleared, grubbed, and stripped of any vegetation and root mat. Fill material for the embankment shall be placed in accordance with Section 31 00 00 EARTHWORK. A geotextile shall be placed between the riprap and subgrade.

3.5 Stone Construction Entrance

The area of the entrance shall be cleared of all vegetation, roots, and other objectionable material. The aggregate layer shall have a minimum total thickness of 6 inches. A geotextile shall be placed beneath aggregate for the full width and length of the entrance. A minimum of 3 inches of the aggregate shall be placed in a cut section to provide stability and secure the geotextile. If conditions on the site are such that the majority of the mud is not removed by the vehicles traveling over the stone, then the tires of the vehicles shall be washed before entering the road. Wash water must be carried away from the entrance to an approved settling area to remove sediment. A wash rack may also be installed for washing of vehicles.

3.6 MAINTENANCE

The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. Maintenance of protective measures shall conform to the requirements in the SWPPP, and the following procedures shall be followed to maintain the protective measures.

3.6.1 Silt Fences

Silt fences shall be inspected in accordance with paragraph INSPECTIONS. Any required repairs shall be made promptly. Close attention shall be paid

to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 32 92 19 SEEDING>.

3.6.2 Storm Drain Inlet Protection

Inlet protection structures shall be inspected after each rainfall and repairs made as needed. Sediment shall be removed and the trap restored to its original dimensions when the sediment has accumulated to one half the design depth.

3.6.3 Rock Check Dams

Check dams should be checked for sediment after each runoff-producing storm event. Sediment should be removed when it reaches one half the original height of the measure.

3.6.4 Stone Construction Entrance

Stone construction entrances shall be maintained in a condition which will prevent tracking or flow of mud onto paved roads. This may require periodic top dressing with additional stone or the washing and reworking of existing stone as conditions demand and repair and/or cleanout of any structures used to trap sediment. The use of water trucks to remove materials dropped, washed, or tracked onto roadways will not be permitted under any circumstances.

3.6.5 Sediment Traps

Sediment shall be removed and the trap restored to its original dimensions when the sediment has accumulated to one half the design volume of the wet storage. Filter stone shall be regularly checked to ensure that filtration performance is maintained. Stone choked with sediment shall be removed and cleaned or replaced. The structure should be inspected regularly to ensure that it is structurally sound and has not been damaged by erosion or construction equipment. The height of the stone outlet should be inspected to ensure that its center is at least 1 foot below the top of the embankment.

3.6.6 Diversion Dikes

Diversion dikes shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged diversion dikes and necessary repairs shall be accomplished promptly. When diversion dikes are no longer required, they shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 32 92 19 SEEDING>.

3.7 INSPECTIONS

3.7.1 General

The Contractor shall inspect disturbed areas of the construction site,

areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

3.7.2 Inspections Details

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

3.7.3 Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the storm water pollution prevention measures, maintenance performed, and actions taken. The report shall be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT.

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- 1.6 CONTRACTOR PERFORMANCE RATING
- 1.7 TRANSMITTAL OF AS-BUILT DRAWINGS
- 1.8 AS-BUILT DRAWINGS FORMAT REQUIREMENTS
 - 1.8.1 General Formatting
 - 1.8.2 Title Block
 - 1.8.3 Modification Changes
 - 1.8.4 Legends

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

- 3.1 GENERAL
- 3.2 SITE WORK
 - 3.2.1 Utilities
 - 3.2.2 Structures
 - 3.2.3 Grades
- 3.3 STRUCTURAL
- 3.4 MECHANICAL
- 3.5 ELECTRICAL
- 3.6 CONTRACTOR SHOP DRAWINGS

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REVISIONS TO AS-BUILT DRAWINGS
06/13

PART 1 GENERAL

1.1 DEFINITIONS

No Changes from Parent Contract.

1.1.1 Red-Line Drawings

No Changes from Parent Contract.

1.1.2 As-Built Drawings

No Changes from Parent Contract.

1.1.3 Black-Line Drawings

No Changes from Parent Contract.

1.1.4 Full-Size Drawings

No Changes from Parent Contract.

1.1.5 Modification Circle

No Changes from Parent Contract.

1.1.6 Electronic CAD Files

No Changes from Parent Contract.

1.1.7 Accepted Design Drawings

No Changes from Parent Contract.

1.1.8 Building Information Modeling (BIM) Files

No Changes from Parent Contract.

1.1.9 Geodetic Datum

No Changes from Parent Contract.

1.1.10 State Plane Coordinate System (SPCS)

Projects in this area are typically based upon the North Dakota State Plane Coordinate System of 83) Northern Zone 3301 using a Lambert Conformal Conic projection. The SPCS is used so that a Cartesian coordinate system can be used in lieu of a spherical coordinate system. Use the meridians and base lines as well as the origin coordinates based on the North Dakota surveying standards. Per the plans, the November 2013 survey data provided uses UTM Zone 14 North, US Survey Feet, Vertical Datum NAVD88, GEOID03, and

coordinates are based on the Minot Air Force Base control network.

1.2 REFERENCES

No Changes from Parent Contract.

1.3 SUBMITTALS

No Changes from Parent Contract.

1.4 GENERAL REQUIREMENTS

1.4.1 As-built Drawings

No Changes from Parent Contract.

1.4.2 Red-Line Drawings

No Changes from Parent Contract.

1.4.3 GeoDataBase

No Changes from Parent Contract.

1.5 PAYMENT

In accordance with the clause "Payment Under Fixed - Price Construction Contracts", \$35,000 will be withheld from payment for the creation of As-Built Drawings until Final As-Built Drawings and GeoDatabase Files are delivered to and accepted by the COR.

1.6 CONTRACTOR PERFORMANCE RATING

No Changes from Parent Contract.

1.7 TRANSMITTAL OF AS-BUILT DRAWINGS

No Changes from Parent Contract.

1.8 AS-BUILT DRAWINGS FORMAT REQUIREMENTS

1.8.1 General Formatting

Preparation of As-built Drawings shall be in accordance with USACE A/E/C requirements and/or match the detail shown on the contract or accepted design drawings. The drawings shall include all of the requirements below:

- a. No Changes from Parent Contract.
- b. No Changes from Parent Contract.
- c. No Changes from Parent Contract.
- d. No Changes from Parent Contract.
- e. No Changes from Parent Contract.
- f. No Changes from Parent Contract.
- g. No Changes from Parent Contract.
- h. No Changes from Parent Contract.
- i. No Changes from Parent Contract.
- j. No Changes from Parent Contract.
- k. No Changes from Parent Contract.
- l. The file name shall be the project code followed by the sheet

identification number. The file name shall be included in the border on every sheet and shall match the name of the file on the DVD. The project code is MIC5.

m. The File number shall be included in the border on every sheet. The file number is AF851-10-01.

n. No Changes from Parent Contract.

o. No Changes from Parent Contract.

p. No Changes from Parent Contract.

q. No Changes from Parent Contract.

r. No Changes from Parent Contract.

s. No Changes from Parent Contract.

1.8.2 Title Block

No Changes from Parent Contract.

1.8.3 Modification Changes

No Changes from Parent Contract.

1.8.4 Legends

No Changes from Parent Contract.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

No Changes from Parent Contract.

3.2 SITE WORK

3.2.1 Utilities

No Changes from Parent Contract.

3.2.2 Structures

No Changes from Parent Contract.

3.2.3 Grades

No Changes from Parent Contract.

3.3 STRUCTURAL

No Changes from Parent Contract.

3.4 MECHANICAL

No Changes from Parent Contract.

3.5 ELECTRICAL

No Changes from Parent Contract.

3.6 CONTRACTOR SHOP DRAWINGS

No Changes from Parent Contract.

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