

**Invitation for Bid (IFB)
Solicitation No.A13PS00099**

**WHITESHIELD HOUSING STREETS
PROJECT
BIA Routes 3100, 3101 and 3102**

**Fort Berthold Reservation
New Town, North Dakota**



Construction of Whiteshield Housing Streets, BIA Routes 3100, 3101 and 3102 on the Fort Berthold Indian Reservation, McLean County, North Dakota New Town, North Dakota

FOREWARD

This project consists of reconstructing 1.69 miles of urban streets located on the Fort Berthold Indian Reservation. There are three separate project sites located in Sections 1, 2, and 12, Township 148 North, Range 88 West, 5th PM, McLean County, North Dakota.

This procurement is being set aside for Buy Indian companies only under the Buy Indian Act (25 USC 47) . Firms must be at least 51% Native American owned and operated.

The contractor must have extensive knowledge and experience to complete the salvaging and stockpiling of existing asphalt and base material, construction of aggregate base course and hot asphalt concrete pavement course, construction of concrete driveways and curb and gutter and other incidental items needed to meet the regulatory needs of the Bureau of Indian Affairs, Great Plains Regional Office and Fort Berthold Agency.

The contractor must have extensive knowledge and experience in performing this type of work that conforms to the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03). The contractor shall also provide a statement /overview of personnel qualifications.

Activities included in meeting the project requirements, include but are not limited to: Construction survey and staking; Developing and maintain a construction schedule; Performing and completing testing procedures and methods in accordance with project standard specifications; Roadway excavation, hauling, compaction and placement of excavated material; Removal and replacement of aggregate base and asphalt material; Installation of erosion control measures and maintenance; Installation and maintenance of traffic control devices; Placement of seeding, mulching and fertilizer; Preparation and placement of aggregate base and asphalt surfacing; Concrete driveway, sidewalk, and curb and gutter construction.

The contractor shall begin the construction process within 30 days of receipt of the Notice to Proceed from the Contracting Officer. Period of Performance for completion is 90 working days from the start date.

TELEPHONE INQUIRIES REGARDING THIS SOLICITATION SHOULD BE MADE TO:

Contractual Issues: Anita Bollen, Contract Specialist
115 4th Avenue SE, Suite 400
Aberdeen, SD 57401
(605) 226-7745
anita.bollen@bia.gov

Technical Issues: Mike Hauge, Highway Engineer
115 4th Avenue SE, Suite 400
Aberdeen, SD 57401
(605) 226-7645
arnold.hauge@bia.gov

NOTE: Any contractor interested in doing business with the Federal Government must be registered in the Central Contractor Registration (CCR). The **System for Award Management (SAM)** is a **Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. The website for registration is <https://www.acquisition.gov> or <https://www.sam.gov>. The Awardee will be required to utilize the Invoice Processing Platform (IPP) for submitting invoices, see section H.2 for more information.

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STANDARD FORM 1442

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	A13PS00099	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	04/05/2013	1 2

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	0040081963	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
BIA - Great Plains Regional Office Branch of Contracting, MC-206 115 4th Avenue SE, Suite 400 Aberdeen, SD 57401		BIA - Great Plains Regional Office Branch of Contracting, MC-206 115 4th Avenue SE, Suite 400 Aberdeen, SD 57401

9. FOR INFORMATION CALL:	a. NAME Anita Bollen	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 605-226-7745
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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)

Construction of Whiteshield Housing Streets, BIA Routes 3100, 3101 and 3102 on the Fort Berthold Indian Reservation, McLean County, North Dakota.

Estimated price range of this work is between \$1,000,000 and \$5,000,000.

Hand carried offers and express mail offers will be received at the Bureau of Indian Affairs, Great Plains Regional Office, 115 4th Avenue SE, Suite 400, Aberdeen, SD 57401.

The North American Industrial Classification Code is 237310, the size standard is \$33.5 Million.

THIS SOLICITATION IS SET-ASIDE UNDER THE BUY INDIAN ACT (25 USC 47) FOR FIRMS THAT ARE AT LEASE 51% NATIVE AMERICAN OWNED AND OPERATED. Offerors will be required to prepare a Representation Declaration to certify eligibility under the Act.

11. The contractor shall begin performance <u>30</u> calendar days and complete it within <u>90</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____).

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 1 copies to perform the work required are due at the place specified in Item 8 by 3:00 PM (hour) local time 05/06/2013 (date). If this is a sealed bid solicitation, offers will 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.

OFFER (Must be fully completed by offeror)

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

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 _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS 

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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT 23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  ITEM 27 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

26. ADMINISTERED BY
BIA - Great Plains Regional Office, Contracting, MC-206
115 4th Avenue SE, Suite 400
Aberdeen, SD 57401

27. PAYMENT WILL BE MADE BY
DOI Electronic Invoice Processing Platform (IPP).
See Section H

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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 requirements 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.

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.

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 31c. DATE

BY _____

SECTION B – SUPPLIES OR SERVICES AND PRICES

Whiteshield Housing Streets Project
BIA Routes 3100, 3101 and 3102
Fort Berthold Indian Reservation
McLean County, North Dakota

B.1 SCHEDULE

- (a) Offers will be considered for award on the following schedule, but no offer will be considered for award only on part of the schedule.
- (b) All offers are subject to the terms and conditions of this solicitation.
- (c) The quantities in the schedule are estimated quantities for comparison of offers only, and except as provided in the contract clause at 52.211-18 “Variation in Estimated Quantity”, no claim shall be made against the Government for overruns or underruns.
- (d) See clause Section 151.03 “Payment” found in the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects – FP-03 – which applies to Bid No. 151.000 of the schedule.

SCHEDULE

Bid Number	Item Description	Unit	Quantity	Unit Price	Extended Price
151.000	Mobilization	L.S.	1.00		
152.000	Construction survey and staking	L.S.	1.00		
154.000	Contractor testing	L.S.	1.00		
155.000	Construction schedule	L.S.	1.00		
157.001	Temporary turf establishment	Acre	0.50		
157.011	Excelsior logs, 12” diameter	L.F.	12.00		
157.012	Excelsior logs, 20” diameter	L.F.	88.00		
157.020	Mucking of erosion control devices	C.Y.	25.00		
201.001	Clearing and grubbing	L.S.	1.00		
203.020	Remove and reset of existing mail box	Each	11.00		
203.032	Removal of existing curb and gutter	L.F.	609.00		
203.036	Remove and reset existing woven wire fence	L.F.	149.00		

203.060	Removal of asphalt / concrete piles	L.S.	1.00		
204..000	Roadway excavation	C.Y.	5,748.00		
204.001	Undercut	C.Y.	2,965.00		
204.012	Waste	C.Y.	4,286.00		
253.002	Gabions, galvanized or aluminized coated	C.Y.	4.50		
253.011	Earthwork geotextile, type IV-D	S.Y.	16.00		
301.005	Aggregate base, grading NDDOT Class 5	Ton	2,567.80		
301.007	Aggregate base, salvage material	Ton	4,364.00		
303.003	Aggregate surface reconditioning	Station	27.60		
310.000	Salvage and stockpile existing asphalt surfacing	Ton	4,531.00		
404.000	Minor hot asphalt concrete	Ton	5,536.30		
411.002	Prime coat, grade MC-70	Ton	11.54		
412.012	Tack coat, grade CSS-1h	Ton	12.22		
604-080	Manhole adjustment	Each	12.22		
607.002	Cleaning culverts in place	Each	8.00		
608.015	Paved waterway type 4, 36 inch width	S.Y.	42.80		
608.016	Paved waterway type 4, 72 inch width	S.Y.	26.70		
609.030	PCC curb and gutter, type 1, section A	L.F.	4,415.25		
609.078	PCC fillet section, 6 inch depth	S.Y.	104.80		
611.025	Valve, adjustment	Each	10.00		
611.045	Fire hydrant, adjustment	Each	1.00		
611.047	Fire hydrant, relocate	Each	2.00		
611.048	Post, fire hydrant protection	Each	24.00		
615.000	PCC sidewalk, 4 inch depth	S.Y.	1,342.09		
615.013	Furnish frame and grate for sidewalk trench drain	Each	1		
615.014	Install frame and grate for sidewalk trench drain	Each	1		
615.030	PCC drive pad, type 2B, 6 inch depth	S.Y.	439.60		
615.079	Asphalt driveway, 3 inch depth	S.Y.	4,453.40		

615.101	Surface mount detectable warning panel	S.F.	130.00		
624.009	Placing conserved topsoil	C.Y.	1,062.00		
625.000	Seeding, dry method	Acre	1.32		
625.002	Mulching, dry method	Acre	1.32		
625.004	Fertilizer, dry method	Ton	0.10		
633.017	Sign installation, 30 inch x 30 inch	Each	2.00		
633.070	Sign installation, street sign, 18 inch x 6 inch	Each	4.00		
635.000	Temporary traffic control	L.S.	1.00		
635.014	Barricade, type III	Each	2.00		
635.017	Construction sign	S.F.	264.00		
635.019	Flagger	Hour	300.00		
635.031	Warning light, type A	Each	4.00		
TOTAL COST OF CONSTRUCTION -----					

L.S. = Lump Sum
L.F. = Linear Foot
C.Y. = Cubic Yard
S.Y. = Square Yard

SECTION C – TECHNICAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS TO STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS – FP-03

The following Special Contract Requirements amend and supplement *the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03, U.S. Customary Units)*, Department of Transportation, Federal Highway Administration

SPECIAL CONTRACT REQUIREMENTS
TO
STANDARD SPECIFICATIONS
FOR CONSTRUCTION OF ROADS
AND BRIDGES ON FEDERAL HIGHWAY
PROJECTS FP-03

DIVISION 100
GENERAL REQUIREMENTS
SECTION 101
TERMS, FORMAT, AND DEFINITIONS

101.04 Definitions.

Contracting Officer (CO)

Add the following:

For PL 93-638 contracts, the contracting officer referred to in this specification is the **Self Determination Officer (SDO)**.

Add the following definition:

Working Day – A working day shall be defined as any calendar day between April 1 and November 30, inclusive, except Saturdays, Sundays or legal holidays during contract performance period when conditions allow contract work to be completed. If a contractor utilizes a Saturday, Sunday or holiday for construction work, it will then be considered a working day. The contractor shall not carry on construction operations on Sundays and holidays without written permission from the Contracting Officer, except for purpose of making emergency repairs and providing proper protection of the work such as curing of concrete.

SPECIAL CONTRACT REQUIREMENTS
TO
STANDARD SPECIFICATIONS
FOR CONSTRUCTION OF ROADS
AND BRIDGES ON FEDERAL HIGHWAY
PROJECTS FP-03

DIVISION 100
GENERAL REQUIREMENTS
SECTION 104
CONTROL OF WORK

104.05 Load Restrictions.

Add the following paragraph:

Any damage to approved haul roads resulting from the use of equipment or vehicles that do not exceed the legal load limits shall be repaired, restored or replaced in a manner according to the Special Contract Requirements 638 and 639 for the restoration of haul routes. Damage due to the overloading of hauling vehicles shall be repaired at the expense of the Contractor. - 1 -

SPECIAL CONTRACT REQUIREMENTS
TO
STANDARD SPECIFICATIONS
FOR CONSTRUCTION OF ROADS
AND BRIDGES ON FEDERAL HIGHWAY
PROJECTS FP-03

DIVISION 100
GENERAL REQUIREMENTS
SECTION 106
ACCEPTANCE OF WORK

106.01 Conformity with Contract Requirements

Delete Subsection **106.01** and substitute the following:

106.01 Conformity with Contract Requirements. Follow the requirements of FAR Clause 52.246-12 Inspection of Construction.

References to standard test methods of AASHTO, ASTM, GSA, FLH and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Where sample/testing procedures make reference to AASHTO, ASTM, or other standards (designated as FLH T), the procedure as modified in the Materials Manual shall govern.

Reference made to the Materials Manual means the Federal Lands Highway "Field Materials Manual, U.S. Department of Transportation, Federal Highway Administration", Publication No. FHWA-FL-91-002, dated March 1991, and all amendments and supplements thereto. Electronic copies are available at no cost from the Materials Engineer; Denver Federal Center; Materials Laboratory, Bldg 52; Denver, CO 80225 or by calling (720) 963-3537.

Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is stricter.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value or within the specified tolerance range. The purpose of a tolerance range is to - 2 -

accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

The Government may inspect, sample, or test all work at any time before final acceptance of the project. When the Government tests work, copies of test reports are furnished to the Contractor upon request. Government tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the Government, the Contractor's results may be used by the Government to evaluate work for acceptance. Do not rely on the availability of Government test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Four methods of determining conformity and accepting work are described in Subsections 106.02 to 106.05 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the Government.

(a) Disputing Government test results. If the accuracy of Government test results is disputed, promptly inform the CO. If the dispute is unresolved after reasonable steps are taken to resolve the dispute, further evaluation may be obtained by written request. Include a narrative describing the dispute and a proposed resolution protocol that addresses the following:

- (1) Sampling method;
- (2) Number of samples;
- (3) Sample transport;
- (4) Test procedures;
- (5) Testing laboratories;
- (6) Reporting;
- (7) Estimated time and costs; and
- (8) Validation process.

If the evaluation requires additional sampling or testing be performed, mutually agree with the Government on witnessing procedures and on sampling and testing by a third party laboratory. Use a third party laboratory accredited by the AASHTO accreditation program. Provide proof of the laboratory's accreditation for the test procedures to be - 3 -

used. Do not use the same laboratory that produced the disputed Government test results or that produced the test results used as a basis for the dispute.

The CO will review the proposed resolution protocol and may modify it before final approval and execution.

The Government will use the approved resolution protocol test results to determine the validity of the disputed testing. If the Government test results are validated, the Contractor will be responsible for all costs associated with developing and performing the resolution protocol. If the Government test results are not validated, the Government will be responsible for all costs associated with developing and performing the resolution protocol. If the validity of the Government test results cannot be determined, the Contractor and Government will equally share all costs associated with developing and carrying out the resolution protocol.

(b) Alternatives to removing and replacing non-conforming work. As an alternative to removal and replacement, the Contractor may submit a written request to:

- (1) Have the work accepted at a reduced price; or
- (2) Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work. - 1 -

SPECIAL CONTRACT REQUIREMENTS
TO
STANDARD SPECIFICATIONS
FOR CONSTRUCTION OF ROADS
AND BRIDGES ON FEDERAL HIGHWAY
PROJECTS FP-03

DIVISION 100
GENERAL REQUIREMENTS
SECTION 108
PROSECUTION AND PROGRESS

108.01 Commencement, Prosecution, and Completion of Work.

Add the following:

The Contractor shall not be allowed to work Sundays or holidays without written permission from the Contracting Officer.
Requests to work on Sundays or holidays must be submitted a minimum of 5 working days before the dates requested.

108.03 Determination and Extension of Contract Time.

Delete this Subsection and substitute the following:

FAR Clause 52.211-10 0 Commencement, Prosecution, and Completion of Work is supplemented as follows:

The time allowed for the completion of the work included in the contract will be stated in the proposal form and will be known as the "Contract Time".

A. Working Day Contracts: When the time is on a working day basis, the Contracting Officer will, except for the period between December 1 and March 31, inclusive, and during periods of suspension, furnish the Contractor a biweekly statement showing the number of days charged to the contract for the preceding two weeks. The Contractor shall be allowed one week in which to file a written protest setting forth in what respect said biweekly statement is incorrect, otherwise, the statement shall be deemed to have been accepted by the Contractor as correct.

A working day shall be defined as any calendar day between April 1 and November 30, inclusive, except Saturdays, Sundays or legal holidays during contract performance period when conditions allow contract work to be completed. If a Contractor utilizes a Saturday, Sunday or holiday for construction work, it will then be considered a working day. The Contractor shall not carry on construction operations on Sundays and holidays, without

written permission from the Contracting Officer, except for purpose of making emergency repairs and providing proper protection of the work such as curing of concrete.

A full working day will be charged for any day described in the forgoing on which conditions are such that the Contractor would be expected to do or does a full days work on the controlling item. A full working day will be charged on days when the Contractor could be working on a controlling item, but elects not to work, or elects to work elsewhere. Allowance will not be made for delay or suspension of the work due to the fault of the Contractor.

The Contracting Officer will determine which days are working days.

When the Contractor is or could be working on the controlling item, but, in the judgment of the Contracting Officer, weather or job conditions beyond the Contractor's control are such that the Contractor could or does work only approximately one half day or the Contractor's efficiency is materially reduced, the Contracting Officer may count one half of a working day.

No working days will be charged under the following conditions:

1. When adverse weather prevents work on the controlling item.
2. When job conditions due to recent weather prevent work on the controlling item.
3. When work has been suspended by an act of omission of the government.
4. When strikes, lockouts, extraordinary delays in transportation suspend work on the controlling item, as long as these delays are not due to any fault of the Contractor.
5. When seasonal limitations cause suspension of work on the controlling item.
6. When the concrete curing period is the controlling item.
7. When only minor miscellaneous or finishing work remains and all of the following conditions are met:
 - a) The Contractor is prosecuting the remaining work in a manner satisfactory to the Contracting Officer.
 - b) The project is or could be opened to traffic.
 - c) Traffic will not be inconvenienced by prosecution of the remaining work.

The number of days for performance allowed in the contract as awarded is based on the estimated quantities as defined in the contract. If satisfactory fulfillment of the contract requires performance of extra work, or work on items with an increase in quantities that will take additional time to complete, the number of days allowed for performance shall be increased in the same proportion as the cost of increased work bears to the total original contract amount. Should the Contractor feel that the time extension based on a monetary basis is insufficient for the increased work involved, he may submit written information, which will justify additional time. Such information must show how the increased work delays the overall completion of the entire project. Information shall be submitted as soon as possible after the increased work has been performed. If the information submitted justifies additional time a contract modification increasing the contract time will be prepared.

If for reasons beyond the Contractor's control the work cannot be completed within the contract time as specified or as extended according to the provisions of the section, the Contractor may make a written request for the extension of contract time. The Contracting Officer, who will determine any justified contract time extension, will review the written request.

The Contractor shall immediately notify the Contracting Officer in writing when it becomes evident that there will be a delay in obtaining critical materials. Delays due to slow delivery of materials from the supplier or fabricator, material delayed for reasons of late ordering, financial considerations or other causes which could have been foreseen and prevented will be considered as within the Contractor's control. However, delays in delivery of materials to the Contractor due to some unusual market condition caused by an industry wide strike, national disaster, area-wide shortage, or other reason beyond the control of the Contractor, Subcontractor or Supplier, will be considered a basis for granting additional time.

The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

If the Contracting Officer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the CO may extend the time for completion by such amount as the conditions justify. The extended time for completion shall then be in full force and affect the same as though it were the original time for completion.

When the final acceptance has been duly made as prescribed in Section 106.07, the daily time charge will cease.

B. Fixed Completion Date Contracts: When the contract time is a fixed calendar date it shall be the date on which all work on the project shall be completed. If work is not completed by the date specified, the Contracting Officer will keep a record of working days charged after that date and furnish the Contractor a biweekly statement showing the number of days charged to the contract for the preceding two weeks. The Contractor will be allowed one week in which to file a written protest setting forth in what respect said biweekly statement is incorrect, otherwise, the statement shall be deemed to have been accepted by the Contractor as correct.

A working day shall be defined as any calendar day except Saturdays, Sundays or legal holidays. If a Contractor utilizes a Saturday, Sunday or holiday for construction work, it will then be considered a working day. The Contractor shall not carry on construction operations on Sundays and holidays without written permission from the Contracting Officer except for purpose of making emergency repairs and providing proper protection of the work such as curing of concrete.

A full working day will be charged for any day described in the foregoing on which conditions are such that the Contractor could be expected to do or does a full days work on the controlling item. A full working day will be charged on days when the Contractor could be working on a controlling item, but elects not to work or elects to work elsewhere.

Allowance will not be made for delay or suspension of the work due to the fault of the Contractor.

The Contracting Officer will determine which days are working days.

When the Contractor is or could be working on the controlling item, but, in the judgment of the Contracting Officer, weather or job conditions beyond the Contractor's control are such that the Contractor could or does work only approximately one half day or the Contractor's efficiency is materially reduced, the Contracting Officer may count one half of a working day.

No working day will be charged under the following conditions:

1. When adverse weather prevents work on the controlling item.
2. When job conditions due to recent weather prevent work on the controlling item.
3. When work has been suspended by an act or omission of the Government.
4. When strikes, lockouts, extraordinary delays in transportation suspend work on the controlling item, as long as these delays are not due to any fault of the Contractor.
5. When seasonal limitations cause suspension of work on the controlling item.
6. When the concrete curing period in the controlling item.
7. When only minor miscellaneous or finishing work remains and all of the following conditions are met:
 - a) The Contractor is prosecuting the remaining work in a manner satisfactory to the Contracting Officer.
 - b) The project is or could be opened to traffic.
 - c) Traffic will not be inconvenienced by prosecution of the remaining work.

Contract time specified for performance of the contract as awarded is based on the estimated quantities as defined in the contract. If satisfactory fulfillment of the contract required performance of extra work, or work on items with an increase in quantities that will take additional time to complete, the contract time allowed for performance shall be increased in the same proportion as the cost of increased work bears to the total original contract amount. Should the Contractor feel that the extension based on a monetary basis is insufficient for the increased work involved, he may submit in writing information, which will justify additional time. Such information must show how the increased work delays the overall completion of the entire project. Information shall be submitted as soon as possible after the increased work has been performed. If the information submitted justified additional time, a Contract modification increasing the contract time will be prepared.

If for reasons beyond the Contractor's control the work cannot be completed within the contract time as specified or as extended according to the provisions of this section, the Contractor may make a written request for an extension of contract time. The written request shall be made at any time prior to the expiration of the contract time as extended. The Contractor's time extension request shall set forth the reasons, which will justify an extension

of time. The Contracting Officer, who will determine any contract time extension, will review the written request.

The Contractor shall immediately notify the Contracting Officer in writing when it becomes evident that there will be a delay in obtaining critical materials. Delays due to slow delivery of materials from the supplier or fabricator, material delayed for reasons of late ordering, financial considerations or other causes, which could have been foreseen and prevented, will be considered as within the Contractor's control. However, delays in delivery of materials to the Contractor due to some unusual market condition caused by an industry wide strike, national disaster, area-wide shortage, or other reason beyond the control of the Contractor, Subcontractor or Supplier, will be considered a basis for granting additional time.

Delays caused by rain, windstorm or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the work is being prosecuted, shall not be justification for an extension of time.

The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. Any time extension granted under this section must be justified on the basis of unavoidable delay in starting or completing the progress controlling operations and then only when and to the extent that it is shown that delay time could not be overcome and the work brought back on schedule through reasonable adjustments in the Progress Schedule. Provided the Contractor has made all reasonable efforts to maintain an adequate and acceptable Progress Schedule, the specified completion date may be extended, except as noted above, in such amount as the conditions justify for conditions beyond the control and without fault of the Contractor. The extended time for completion shall then be in full force and affect the same as though it were the original time for completion.

When final acceptance has been duly made as prescribed in Section 106.07, the daily time charge will cease.

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DIVISION 150
PROJECT REQUIREMENTS
SECTION 152
CONSTRUCTION SURVEY AND STAKING

Construction Requirements

152.02 General.

Delete the first paragraph and add the following:

152.02 General. The Government will furnish data for establishing control for completion of horizontal and vertical alignment.

152.03 Survey and Staking Requirements.

(f) Grade finishing Stakes.

Delete the last sentence from the first paragraph and add the following:

Set stakes at the top of subgrade and the top of the aggregate course.

(l) Miscellaneous survey and staking.

Add the following:

(11) Conserved top soil

Measurement

152.05

Delete the second paragraph and add the following:

Measure grade finishing stakes one time for the subgrade and one time for the aggregate course.

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DIVISION 150
GENERAL REQUIREMENTS
SECTION 157
SOIL EROSION CONTROL

Construction Requirements

157.11 Temporary Turf Establishment.

Delete Subsection 157.11 and Table 157-1 and substitute the following:

157.11 Temporary Turf Establishment. Apply seed, fertilizer, and mulch for soil erosion protection to topsoil stockpiles, culvert inlets, culvert outlets, and flow line, at the rates shown in the Plan Note. Protect and care for seeded areas, including watering, until permanent turf establishment is in place.

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DIVISION 200
EARTHWORK
SECTION 204
EXCAVATION AND EMBANKMENT

Construction Requirements

204.04 Preparation for Roadway Excavation and Embankment

Add the following:

The contractor shall strip topsoil from all areas within the template section to the depth indicated on the plans. Stripping shall be paid for and is included in the quantity for the bid item for roadway excavation.

204.11 Compaction

Add the following:

For job quantities under 5,000 cubic yards, determine the in-place density and moisture content using AASHTO T 191, AASHTO T 233, AASHTO T 310 or other approved test procedures. When required, use AASHTO T 224 to correct for coarse particles. Test frequency will be one test per 1,000 cubic yards or 500 feet, with a minimum of two tests per lift (lifts will not exceed 12 inches).

Specified Moisture-Density Relations: One test per 2,600 feet, for each roadbed, for each zone shown.

<u>Zone</u>	<u>Depth from top of subgrade</u>
1	0 ft to 1 ft
2	1 ft to 3 ft
3	3 ft to 5 ft
4	5 ft to base, 1 per 5 ft

Target moisture and density shall be determined prior to or at the same time the initial testing begins within a half-mile segment.

When a density test is performed at the time the embankment is being placed and compacted, the moisture determination is acceptable as a moisture control test.

Moisture-Density Standard (Target)

Perform one moisture-density relation using material from or adjacent to the hole for each in-place test. If moisture in the moisture-density relation deviates more than 2% below or 1% above optimum moisture, another moisture-density relation (nearer to optimum moisture) shall be made.

Reduction of Moisture-Density Relations: Moisture-density relations requirements as stated for moisture-density standards may be reduced if the following conditions are met:

1. Moisture-density relations shall be made on the first three tests performed within each half mile segment.
2. Maximum dry densities of these three moisture-density relations must be within a spread of 6 lbs per ft³.
3. When the above is satisfied, the minimum numbers of moisture-density relations required per half mile segment, for each roadbed, may be reduced to eliminate unnecessary moisture-density relations testing.

Additional moisture-density relations will be made, as required by changes in soil types within the half mile segment.

A density or moisture test may refer to a moisture-density relations within one quarter mile of the test location including backfill for pipe or box culverts.

When a moisture-density relation is not made for a test and the test results in a failing moisture, failing density or unusually high moisture or density, a moisture-density relation shall be made using material from the test location, to insure the proper curve data is being used to determine the target moisture or density. This moisture-density relation may be used for subsequent re-testing at the same location.

Measurement

204.16 (a) Roadway Excavation (1) Include the following in roadway excavation:

Add the following:

- (j) Water for compaction.

204.16 (a) Roadway Excavation (2) Do not include the following in roadway excavation:
Delete the following:

(c) Water or other liquid material

Payment

204.17

Add the following:

Water for compacting undercut areas will be included in the unit price bid for **“Undercut”**.

SPECIAL CONTRACT REQUIREMENTS
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PART 300
BASE COURSES
SECTION 310
AGGREGATE SURFACE, BASE, AND SUBBASE COURSES

Add **SECTION 310 AGGREGATE SURFACE, BASE, AND SUBBASE COURSES:**

SECTION 310 AGGREGATE SURFACE, BASE, AND SUBBASE COURSES

Description

310.01 This work consists of salvaging granular base and asphalt mix material from the existing roadbed, processing and stockpiling the material.

Material

310.02 Salvaged granular and asphalt mix material shall be processed to provide a nominal 1 inch maximum size. A tolerance of five percent in material retained on a one inch sieve will be permitted, provided all material passes the 1-1/2 inch sieve.

Construction Requirements

310.03 Processing. Asphalt mix and granular material shall be processed and stockpiled together so that a uniform blend is obtained. The material shall be moved toward the center of the road, to the extent necessary to ensure that salvage material is not lost down inslopes. The salvage material shall be moved and loaded in a manner that minimizes waste and avoids contamination of the salvage material with underlying subgrade soil. Scrapers shall not be used for the removing or loading operations, but may be used to haul the material. Processing and blending may be accomplished in place, provided the Contractor's method meets the blending and gradation requirements and has positive depth control. Salvaging of material shall not exceed one mile in advance of the grading operation, unless otherwise directed.

310.04 Stockpiling. The salvaged material may be stockpiled at a contractor provided site where the removal of the top 6 inches of topsoil has been completed and the area bladed smooth.

Measurement

310.05 Salvage and stockpile asphalt mix and granular material will be measured by the ton at the time it is hauled from the stockpile to the road.

The unclassified excavation quantities will not be increased or decreased to reflect whether salvaged material was taken from cut or fill sections.

Payment

310.06 The accepted quantities will be paid at the contract price per unit of measurement for the Section 310 pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05. - 1 -

SPECIAL CONTRACT REQUIREMENTS
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DIVISION 400
ASPHALT PAVEMENTS AND SURFACE TREATMENTS
SECTION 401
SUPERPAVE HOT ASPHALT CONCRETE PAVEMENT

401.12 Production Start Up Procedures. (a) Pre-paving conference.

Delete (5) and substitute the following:

(5) Procedures for placing, finishing, compacting, and smoothness; and

(b) Control strip.

Delete (b) **Control Strip** to end of the section.

401.13 Placing and Finishing.

Delete the first paragraph and substitute the following:

Contractor to provide 7 days notice before beginning production of an asphalt concrete mix. Do not use mixes produced from different plants unless the mixed are produced according to the same job-mix formula, use material from the same sources, and are approved.

401.14 Compacting.

Delete the first sentence of the second paragraph and substitute the following:

Monitor the compaction process with nuclear density gauges calibrated to production core density test results.

401.16(b) International roughness index (IRI).

Delete the first sentence of this section and substitute the following:

For type III or IV pavement roughness, furnish an inertial profiler conforming to AASHTO PP 50 and validated according to AASHTO PP 49.

401.16(b)(2) Type IV pavement roughness (IRI measurements for overlay, recycle with overlay, or milling with overlay projects).

Delete Table 401-4 and substitute the following:

**Table 401-4
Type IV Pavement Roughness**

Single Lift (1) Percent Improvement (%)	Pay Adjustment Factor (1)	Multi-Lift (2) Percent Improvement (%)	Pay Adjustment Factor (2)
Greater than 48.4	PAF = 12.50	Greater than 61.1	PAF = 12.50
24.8 to 48.4	PAF = 0.5274(%) – 13.027	43.3 to 61.1	PAF = 0.6983(%) – 30.168
12.4 to 24.7	PAF = 0.00	34.0 to 43.2	PAF = 0.00
0.9 to 12.3	PAF = 13.2609(%) – 40.435	25.4 to 33.9	PAF = 4.3605(%) – 148.260
Less than 0.9	Reject (3)	Less than 25.4	Reject (3)

(1) For single lift overlays with no other corrective work such as milling, grinding or preleveling in excess of 25 percent of the surface area of the existing pavement.

(2) For multiple lift operations such as milling, grinding or preleveling followed by one or more lifts of pavement or two or more lifts of pavement without milling, grinding or preleveling.

(3) Pay adjustment factor when corrections are not allowed equals minus 37.5.

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DIVISION 600
INCIDENTAL CONSTRUCTION
SECTION 624
TOPSOIL

Construction Requirements

624.03 Preparing Areas.

Add the following:

Areas designated to be covered with conserved topsoil shall be undercut or underfilled so the finished lines conform to the template lines on the cross sections after placement of the conserved topsoil.

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DIVISION 600
INCIDENTAL CONSTRUCTION
SECTION 638
HAUL ROUTES

Add the following section:

Description

638.01 This work consists of maintaining and restoring designated or approved haul roads.

Materials

638.02 Materials shall conform to the following requirements:

- A. Granular Material** shall be an aggregate gradation and quality conforming to those normally used locally in the construction of highways by either Federal or state agencies.
- B. Asphalt Concrete Aggregate** shall conform to one of the classes specified in Section 703.07 and work shall be completed under Section 401.
- C. Cover Aggregate** shall conform to one of the classes specified in Section 703.10 or directed by the Contracting Officer (CO) and work shall be completed under requirements listed in Section 409.
- D. Asphalt Material** shall be specified by the CO and shall conform to Section 702.01 and Section 702.03 (Liquid Asphalt).

If any of the above materials are specified in the contract, these materials may be furnished for haul road maintenance and restoration under the same specification.

Construction Requirements

638.03 The related costs for the maintenance and restoration of bridges, box culverts, pipe culverts and roads that are not designated or approved haul roads shall be the Contractor's responsibility. When haul roads are designated in the contract an agreement with the Governmental agency or political subdivision charged with the control and maintenance of the designated roads, will be included in the contract.

Should the Contractor elect to use different haul roads than those designated in the contract, or if no haul road is designated in the contract, the Contractor shall secure written approval from the CO before the maintenance and repair of the haul road will be eligible for payment. Approval will only be given if the road is a practical route for hauling materials.

A joint inspection of all haul roads will be made by the Contractor, the Governmental agency or political subdivision charged with the maintenance of the road, and the CO. Following the inspection, an agreement shall be prepared, signed by the Contractor and the Governmental agency or political subdivision stating existing conditions and setting forth any special conditions of restoration of the haul road. This agreement shall be approved by the CO prior to hauling over the route.

While hauling operations are in progress, the Contractor shall maintain and restore the haul road in a condition satisfactory to the CO.

When hauling operations are completed, the Contractor shall restore the haul road to a condition which satisfies the conditions stipulated in the approved agreement. The CO will determine the kind and amount of restoration work required.

The fact that other traffic has used the haul road concurrently shall not relieve the Contractor of any obligation to maintain and restore the haul road. If other Contractors under the contract with the Government concurrently haul materials over the same route, the CO will determine the amount of maintenance and restoration obligation to be assessed to each Contractor.

Upon completion of the restoration work on a haul road a joint inspection of the haul route will be made by the Contractor, the Governmental agency, or political subdivision charged with the control and maintenance of such route and the CO. Two (2) copies of the haul road release shall be submitted to the CO.

Measurement

638.04 Materials for maintenance and restoration of haul roads will be measured as set forth in the applicable sections of these Specifications.

Payment

638.05 Each unit price listed is considered full compensation for the cost of labor, material, water, and equipment to provide the item of work and/or material, complete in place, including royalty, waste of unsuitable materials, equipment rental, overhead, profit, and incidentals.

Granular Material	\$8.00 / ton
Asphalt Concrete (including Liquid Asphalt)	\$60.00 / ton
Cover Aggregate	\$16.00 / ton
Asphalt (Tack, Prime, Flush and Surface Treatment)	\$370.00 / ton

Separate payment will not be made for blading and shaping costs necessary for maintenance and restoration of haul roads.

Payment will be made under the Bid Schedule items.

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DIVISION 600
INCIDENTAL CONSTRUCTION
SECTION 638
HAUL ROUTES

Add the following section:

639.01 Miscellaneous Items. This section sets a pre-established price for each project to be used whenever no project Contract Unit Price exists for the following items:

SPECIFICATION NUMBER	SPECIFICATION NAME	ITEM NAME	UNIT PRICE
204	ROADWAY EXC.	EXTRA HAUL OF MATERIALS	\$0.12 / ton mile
204	ROADWAY EXC.	ROCK EXCAVATION	\$4.60 / cu. yd
204	ROADWAY EXC.	EXTRA HAUL	\$2.11 / cu. yd. mile
204	ROADWAY EXC.	EXCAVATION OF DIGOUTS	\$5.00 / cu. yd
204	ROADWAY EXC.	UNDERCUTTING CULVERTS	\$12.00 / cu. yd
301	AGGREGATE	ADDITIONAL CULVERT BEDDING	\$7.80 / cu. yd

Payment will be made under the Bid Schedule items.

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SECTION 638
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703.05 - Subbase, Base and Surface Course Aggregate

(b) Subbase or base aggregate.

Aggregate Base Course shall be North Dakota Department of Transportation, Section 816.03, **Table I: Aggregates for Subgrade Repair, Trench Backfill, Bases, and Surfacing, Aggregate Surface - Class 5.**

Sieve Size Percent Passing	Aggr. Base
<hr/>	
Cl. 5	
<hr/>	
1"	100
3/4"	90-100
5/8"	
1/2"	
3/8"	
No. 4	35-70
No. 8	
No. 10	
No. 16	
No. 30	16-40
No. 50	
No. 100	
<hr/>	
No. 200	4-10
Shale ¹	12%
L.A. Abrasion ¹	50%
<hr/>	
Plasticity Index ²	
Fractured Faces ³	10%
<hr/>	

¹ Maximum Allowable Percentages

² Maximum allowable unless range shown N.P. = Non Plastic as per AASHTO T-90. Use material passing the No. 40 sieve (standard method). For Class 5 aggregate the maximum allowable Plasticity Index shall be determined from the following formula:

Max. allowable PI for Class 5 = $10 - (\% \text{ Passing No. 40 Sieve} / 10)$

³ Minimum weight percentage allowable for the portion of the aggregate retained on a No. 4 sieve having at least 1 fractured face for Class 5 and 31.

⁴ Minimum percentage of material passing a No. 4 sieve that is composed of fractured material produced by a crushing process. The Contractor shall demonstrate that the crushing operation produces this result.

**SECTION D – PACKAGING AND
MARKING**

NOT USED

SECTION E – INSPECTION AND ACCEPTANCE

E.1 52.236-05 MATERIAL AND WORKMANSHIP

April 1984

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

E.2 52.246-12 INSPECTION OF CONSTRUCTION

August 1996

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not-

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may-

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of-

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall-

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in

Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

SECTION F – Deliveries or Performance

F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK APRIL 1984

The Contractor shall be required to (a) commence work under this contract within **thirty** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **90 calendar days** after the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

F.2 52.211.18 VARIATION IN ESTIMATED QUANTITY APRIL 1984

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

F.3 52.236-01 PERFORMANCE OF WORK BY CONTRACTOR APRIL 1984

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent for general construction and 25 percent for special trades of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

F.4 52.242-14 SUSPENSION OF WORK APRIL 1984

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of

this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed--

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

SECTION G – CONTRACT ADMINISTRATION

G.1. Government POC for Contractual Matters

Anita Bollen, Contract Specialist
Bureau of Indian Affairs, GPRO
115 4th Avenue SE, Suite 400
Aberdeen, SD 57401
605-226-7745
anita.bollen@bia.gov

G.2 Government POC for Technical Matters

Mike Hauge, Highway Engineer
Bureau of Indian Affairs, GPRO
115 4th Avenue SE, Suite 400
Aberdeen, SD 57401
605-226-7645
arnold.hauge@bia.gov

G.3 Offerors are request to designate a person who will be in charge of the overall administration of this contract.

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Tribal Employment Rights Organization (TERO) Rights

Offerors are responsible for ascertaining all information regarding taxes. The quote/bid price shall be all-inclusive. All inclusive is defined to include travel, lodging, per diem, fringe benefits, federal, state and local taxes, plus all other costs pertinent to the performance of this contract including TERO fees and tribal taxes.

The TERO Ordinance is not included in this solicitation. Bidders/Offerors shall ascertain information regarding TERO fees and employment requirements by contacting the TERO Director, Three Affiliated Tribes. The address is P.O. Box 488, New Town, North Dakota 58763. Telephone number 701-627-3634 and Fax number 701-627-4496.

H.2 DOI Electronic Invoicing

Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (September 2011)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

SCANNED INVOICE(S)

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

PART II – CONTRACT CLAUSES

SECTION I -- CONTRACT CLAUSES**I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE****FEBRUARY 1998**

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>
<http://www.doi.gov/pam/diapr.html>

Clause	Title	Date
52.202-01	Definitions	January 2012
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	September 2006
52.203-07	Anti-Kickback Procedures	October 2010
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	October 2010
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	May 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	August 2012
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	December 2010
52.214-26	Audit and Records – Sealed Bidding	October 2010
52.214-27	Price Reduction for Defective Cost or Pricing Data – Modifications, Sealed Bidding	August 2011
52.214-28	Subcontractor Cost or Pricing Date – Modifications – Sealed Bidding	October 2010
52.214-29	Order of Precedence – Sealed Bidding	January 1986
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	October 2010
52.219-08	Utilization of Small Business Concerns	January 2011
52.219-09 Alt II	Small Business Subcontracting Plan (July 2005) – Alternate II	October 2001
52.222-01	Notice To The Government Of Labor Disputes	February 1997

52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	July 2005
52.222-05	Davis-Bacon Act – Secondary Site of the Work	July 2005
52.222-06	Davis Bacon Act	July 2005
52.222-07	Withholding of Funds	February 1988
52.222-08	Payrolls and Basic Records	June 2010
52.222-09	Apprentices and Trainees	July 2005
52.222-10	Compliance with Copeland Act Requirements	February 1988
52.222-11	Subcontracts (Labor Standards)	July 2005
52.222-12	Contract Termination-Debarment	February 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	February 1988
52.222-14	Disputes Concerning Labor Standards	February 1988
52.222-15	Certification of Eligibility	February 1988
52.222-20	Walsh-Healey Public Contracts Act	October 2010
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	February 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2010
52.222-36	Affirmative Action For Workers with Disabilities	October 2010
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2010
52.222-38	Compliance With Veteran’s Employment Reporting Requirement’s	September 2010
52.222-50	Combating Trafficking in Persons	February 2009
52.222-54	Employment Eligibility Verification	July 2012
52.223-02	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	July 2012
52.223-03 Alt I	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I	July 1995
52.223-05 Alt I	Pollution Prevention and Right-to-Know Information	May 2011
52.223-06	Drug Free Workplace	May 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	May 2008
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.227-01	Authorization and Consent	December 2007
52.227-04	Patent Indemnity-Construction Contracts	December 2007
52.228-02	Additional Bond Security	October 1997
52.228-05	Insurance - Work On A Government Installation	January 1997

52.228-11	Pledges Of Assets	January 2012
52.228-12	Prospective Subcontractor Requests for Bonds	October 1995
52.228-14	Irrevocable Letter of Credit	December 1999
52.229-03	Federal, State And Local Taxes	February 2003
52.232-16	Progress Payments	August 2010
52.232-17	Interest	October 2010
52.232-23	Assignment Of Claims	January 1986
52.232-27	Prompt Payment for Construction Contracts	October 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	October 2003
52.233-01 Alt I	Disputes (Jul 2002) - Alternate I	December 1991
52.233-03	Protest After Award	August 1996
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.236-02	Differing Site Conditions	April 1984
52.236-03	Site Investigation and Conditions Affecting the Work	April 1984
52.236-06	Superintendence by the Contractor	April 1984
52.236-07	Permits and Responsibilities	November 1991
52.236-08	Other Contracts	April 1984
52.236-09	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	April 1984
52.236-10	Operations and Storage Areas	April 1984
52.236-11	Use and Possession Prior to Completion	April 1984
52.236-12	Cleaning Up	April 1984
52.236-13	Accident Prevention	November 1991
52.236-21	Specifications and Drawings for Construction	February 1997
52.236-26	Preconstruction Conference	February 1995
52.242-13	Bankruptcy	July 1995
52.243-04	Changes	June 2007
52.244-06	Subcontracts for Commercial Items	December 2010
52.249-02 Alt I	Termination for Convenience of the Government (Fixed-Price)(May 2004) – Alternate I	September 1996
52.253-01	Computer Generated Forms	January 1991

**I-2 1452-203-70 RESTRICTIONS ON ENDORSEMENTS –
DEPARTMENT OF THE INTERIOR**

JULY 1996

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

I.3 1452.204-70 RELEASE OF CLAIMS – DEPARTMENT OF THE INTERIOR**JULY 1996**

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.4 1452.226-70 INDIAN PREFERENCE -- DEPARTMENT OF THE INTERIOR**APRIL 1984**

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the

preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

**I.5 1452.226-71 INDIAN PREFERENCE PROGRAM – DEPARTMENT
OF THE INTERIOR**

APRIL 1984

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall --

(1) Designate a liaison officer who will:

1. maintain liaison with the Government and Tribe(s) on Indian preference matters;
2. supervise compliance with the provisions of this clause; and
3. administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including --

1. a clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;
2. a statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b));
3. definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract;
4. a representation to be completed by the bidder or offeror that it is an Indian organization or

Indian-owned economic enterprise; and

(v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate:

1. the names and addresses of all Indians seeking employment for each employment position available under this contract;
2. the number and types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract;
3. for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;
4. actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;
5. reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and
6. the names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted, and (B) receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the number and types of available positions filled and dollar amounts of all subcontracts awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

**I.6 1452.228-70 LIABILITY INSURANCE - DEPARTMENT OF THE
INTERIOR (DEVIATION)**

JULY 1996

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

Workers' Compensation and Employer's Liability

\$100,000 or Minimum required by law.

General Liability

- (1) Personal injury and property damage coverage;
- (2) Contractual liability coverage;
- (3) Completed operations liability coverage;
- (4) \$1,000,000 combined single limit for each occurrence; and
- (5) \$2,000,000 general aggregate limit

Automobile Liability

\$1,000,000 combined single limit for each occurrence.

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.7 52.204-07 CENTRAL CONTRACTOR REGISTRATION

DECEMBER 2012

(a) Definitions. As used in this provision—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“*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 means the 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 CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“*Registered in the CCR database*” means that—

(1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Offeror will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR 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 CCR 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 name.
- (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 CCR 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> .

**I.8 52.215-08 ORDER OF PRECEDENCE – UNIFORM CONTRACT
FORMAT**

OCTOBER 1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).

- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

I.9 52.215-15 PENSION ADJUSTMENTS AND ASSET REVISIONS**October 2010**

- (a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.
- (b) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be—
 - (1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and
 - (2) For contracts and subcontracts that are not subject to full coverage under CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which certified cost or pricing data were submitted.
- (c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which certified cost or pricing data were submitted or that are subject to FAR [Subpart 31.2](#).
- (d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408\(g\)](#).

I.10 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS**JULY 2005**

(a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.

(b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the Federal Acquisition Regulation (FAR). When determining or agreeing on the method for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.

(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

I.11 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCTOBER 1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I-12 52.225-09 BUY AMERICAN ACT - CONSTRUCTION MATERIALS**SEPTEMBER 2010**

(a) *Definitions.* As used in this clause--

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: _____ [*Contracting Officer to list applicable excepted materials or indicate “none”*]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

**I-13 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT –
CONSTRUCTION MATERIALS**

FEBRUARY 2009

(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 Act--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 Act 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 Act 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 Act, 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.

I.14 52.228-01 BID GUARANTEE

SEPTEMBER 1996

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

**I.15 52.228-15 PERFORMANCE AND PAYMENT BONDS--
CONSTRUCTION**

OCTOBER 2010

(a) *Definitions.* As used in this clause --

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at <http://www.fms.treas.gov/c570/> .

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

**I-16 52.232-05 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION
CONTRACTS**

SEPTEMBER 2002

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

- (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

- (1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

I-17 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS

APRIL 1984

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

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the

Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

I-18 52.248-03 VALUE ENGINEERING-CONSTRUCTION

OCTOBER 2010

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) *Definitions.* "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that --

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change --

- (i) In deliverable end item quantities only; or
- (ii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

- (i) the affected portions of the existing contract requirement and
- (ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) *Government action.*

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing* --

(1) *Rates*. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by --

- (i) 45 percent for fixed-price contracts; or
- (ii) 75 percent for cost-reimbursement contracts.

(2) *Payment*. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to --

- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract of \$65,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering -- Construction clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

I-19 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION)

APRIL 1984

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include--

- (i) Acts of God or of the public enemy,
- (ii) Acts of the Government in either its sovereign or contractual capacity,
- (iii) Acts of another Contractor in the performance of a contract with the Government,
- (iv) Fires,
- (v) Floods,
- (vi) Epidemics,
- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

I.20 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES

APRIL 1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of the Interior Regulation (48 CFR 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**PART III – DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS**

SECTION J – DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- General Wage Decision No. ND130002 – 03/08/2013 ND2
- Representation Declaration Buy Indian Act
- Drawings (electronic)
- *Bid Bond – Standard Form 24
- *Performance Bond – Standard Form 25
- *Payment Bond – Standard Form 25A

*The above referenced Standard Forms are not included as an attachment but can be printed – free of charge at the following address:

<http://www.gsa.gov/portal/forms/type/TOP>

General Decision Number: ND130002 03/08/2013 ND2

Superseded General Decision Number: ND20120002

State: North Dakota

Construction Type: Highway

Counties: North Dakota Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	03/08/2013

ELEC0714-002 07/01/2009

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.....	\$ 34.46	11.66
ELECTRICIAN.....	\$ 34.06	11.61

ELEC0714-003 10/01/2009

LINE CONSTRUCTION:

	Rates	Fringes
Line Construction		
CABLE SPLICER.....	\$ 31.16	29.5%+4.75
GROUNDMAN.....	\$ 18.70	29.5%+4.75
LINE EQUIPMENT OPERATOR.....	\$ 28.04	29.5%+4.75
LINEMAN.....	\$ 31.16	29.5%+4.75

* ELEC1426-002 06/01/2012

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.....	\$ 27.29	11.14
ELECTRICIAN.....	\$ 25.99	10.99

ENGI0049-001 10/01/2012

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 24.55	13.05
GROUP 2.....	\$ 23.65	13.05
GROUP 3.....	\$ 23.40	13.05
GROUP 4.....	\$ 23.25	13.05
GROUP 5.....	\$ 22.40	13.05
GROUP 6.....	\$ 21.10	13.05

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., 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, 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'', 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, 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.

GROUP 5: Boom Truck- A- Frame or Hydraulic 2 tons up to and including 7 tons, Broom-Self propelled, Concrete Saw (Power Operated), 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.

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.

SUND2002-001 09/08/2010

	Rates	Fringes
Electrician		
Cass County.....	\$ 14.72	3.40
CARPENTER.....	\$ 25.00	3.65
Cement Mason/Finisher.....	\$ 25.00	3.65
Laborers:		
GROUP 1:.....	\$ 17.40	
GROUP 2:.....	\$ 17.65	
GROUP 3:.....	\$ 17.80	
GROUP 4:.....	\$ 18.55	

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: Concrete Finishers Tender. 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.

TEAM0638-002 10/01/2012

	Rates	Fringes
TRUCK DRIVER		
Euclid over 20 yds.....	\$ 25.97	10.70
Single Axle Trucks.....	\$ 24.02	10.70
Tandem Tri Axle Semi, Low Boy and Off Road Heavy Duty End Dumps 20 yds & under.....	\$ 24.45	10.70
Tandem Tri/ Axle Truck.....	\$ 24.14	10.70

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

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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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

REPRESENTATION DECLARATION BUY INDIAN ACT (25 USC 47)

I. A. Instruction Offerors requesting participating under the Buy Indian Act (25 U.S.C. 47) are to prepare their Representation Declaration as prescribed therein. The Declaration is to be submitted to the cognizant Contracting Officer by the offeror in responding to a specific Bureau solicitation under the Act.

B. Procedure

1. The Buy Indian Act authorizes the Secretary of the Interior and the Bureau of Indian Affairs to contract with eligible Indian economic enterprises for the procurement of supplies and services.

2. To be eligible for award by the Bureau of Indian Affairs under the Buy Indian Act, economic enterprises must meet the eligibility and self-certification requirements as defined herein. Offerors applying for awards under the Act authority must do so only in an offer responding to a specific Bureau solicitation under the Act. The completed and signed Representation Declaration is to be returned with your offer to the Bureau Contract Office issuing the solicitation.

II. The offeror represents and certifies as part of its offer that it is, is not (check one) an eligible Indian economic enterprise.

As used in this provision, the offeror meets the following definitions:

A. "Eligible" means that the majority owner of an Indian economic enterprise (as defined herein) meets both the definitions of "Indian" and of "Indian economic enterprise" in this Declaration.

B. "Indian" means a person who is a member of an Indian Tribe, as defined herein, or an Alaska Native who is one-fourth degree or more Alaska Native blood and either on or descended from someone on the roll of Alaska Natives prepared pursuant to the Alaska Native Claims Settlement Act of 1971 (43 U.S.C. 1601 et. Seq.).

C. "Indian/Alaska Native Economic Enterprise" means any business entity (whether organized for profit or not) which: (1) is at least 51 percent owned by one or more Indian(s) or (an) Indian Tribe(s); and (2) one or more of those owners must be involved in daily business management of the economic enterprise; and (3) majority of the earnings of which accrue to such Indian people(s). The requirements cited herein must exist when an offer is made to a solicitation, at the time of award, and during the term of the contract.

D. "Indian Tribe" means any Indian tribe, band, nation, Rancheria, pueblo, colony, or community which is Federally recognized as eligible by the United States Government through the Secretary of the special programs and services provided by the Secretary to Indians because of their status as Indians.

III. This Representation Declaration is to be completed and submitted only in your offer in response to a specific Bureau of Indian Affairs solicitation issued under the Buy Indian Act. Mail or deliver your offer by the required deadline to the Bureau of Indian Affairs Contract Office which issued the solicitation. If you have any questions, please contact that Bureau Contract Office.

A. I understand that any intentional false statement in this Representation Declaration, or willful misrepresentation relative thereto, is a violation of the law punishable by a fine of not more than \$10,000 or imprisonment of not more than five years, or both (18 U.S.C. 1001).

B. Also, I understand that the provisions of the civil False Claims Act (31 U.S.C. 3729-3731) establishes civil liability for false claims and provides for a civil penalty of \$2,000 per false claim and double the damage suffered by the Government.

C. I have read and understand the above statement. I certify that the information provided in this declaration is true, accurate and complete to the best of my knowledge and belief.

Economic Enterprise

Signature

Firm name: _____

By: _____

(name of majority owner)

Address of firm, including zip code:

(signature of majority owner)

Telephone number of firm, including area code:

Date: _____

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE**FEBRUARY 1998**

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>
<http://www.doi.gov/pam/diapr.html>

Clause	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	September 2007
52.204-05	Women-Owned Business (Other Than Small Business)	May 1999
52.223-01	Biobased Product Certification	May 2012
52.223-04	Recovered Material Certification	May 2008

K.2 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**APRIL 1985**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

DECEMBER 2012

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is 237310 _____ *[insert NAICS code]*.

(2) The small business size standard is \$33.5 Million _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.4 52.209-05 CERTIFICATION REGARDING RESPONSIBILITY APRIL 2010
MATTERS**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the

liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment.

A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because

enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219-02 EQUAL LOW BIDS

OCTOBER 1995

a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the

contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999

The offeror represents that --

(a) It * has, * has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.211-01 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 AUGUST 1998

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

L.2 52.211-02 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) JANUARY 2006

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

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (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 (<http://assist.daps.dla.mil/wizard>);
- (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.

L.3 52.214-03 AMENDMENTS TO INVITATIONS FOR BIDS

**DECEMBER
1989**

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

L.4 52.214-04 FALSE STATEMENT IN BIDS

**APRIL
1984**

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

L.5 52.214-05 SUBMISSION OF BIDS

**MARCH
1997**

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means)

(1) addressed to the office specified in the solicitation, and

(2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

L.6 52.214-06 EXPLANATION TO PROSPECTIVE BIDDERS

**APRIL
1984**

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

L.7 52.214-07 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS

**NOVEMBER
1999**

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and-

(i) If it was transmitted through an electronic commerce method authorized by the IFB, 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 bids; or

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

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

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

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids 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.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a

bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

L.8 52.214-18 PREPARATION OF BIDS - CONSTRUCTION APRIL 1984

(a) Bids must be--

(1) Submitted on the forms furnished by the Government or on copies of those forms; and

(2) Manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including --

(1) Lump sum bidding;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

L.9 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE APRIL 1991

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.10 52.214-35 SUBMISSION OF OFFERS IN US CURRENCY APRIL 1991

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

L.11 52.216-01 TYPE OF CONTRACT APRIL 1984

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

**L-12 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY FOR CONSTRUCTION**

**FEBRUARY
1999**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(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
1.3%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform

throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the “covered area” is located in New Town, North Dakota, Dunn County.

L.13 52.233-02 SERVICE OF PROTEST – DEPARTMENT OF THE INTERIOR (DEVIATION) SEPTEMBER 2006

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Bureau of Indian Affairs-Great Plains Region
115 4th Ave. SE, Suite 400
Aberdeen, SD 57401

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

L.14 52.236-27 SITE VISIT (CONSTRUCTION) FEBRUARY 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) Site visits may be arranged during normal duty hours by contacting:

Name: Mike Hauge, Highway Engineer

Address: 115 4th Avenue SE, Suite 400

Aberdeen, SD 57401

Telephone: (605) 226-7645

SECTION M – EVALUATION FACTORS FOR AWARD

**M.1 52.214-19 CONTRACT AWARD – SEALED BIDDING - AUGUST 1996
CONSTRUCTION**

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.