SECTION 01 00 00

GENERAL REQUIREMENTS

Revised 04/21/2022

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NOT USED

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NOT USED

SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

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

ASTM INTERNATIONAL

ASTM E 2114 Standard Terminology for Sustainability Relative to the Performance of Buildings.

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

Energy Star Energy Star Energy Efficiency Labeling System

U.S. GREEN BUILDING COUNCIL (USGBC)

LEED Leadership in Energy and Environmental Design(tm) Green Building Rating System for New Construction (LEED-NC)

1.2 DEFINITIONS

Definitions pertaining to sustainable development are as defined in ASTM E 2114, and as specified below.

a. "Environmentally preferable products" have a lesser or reduced effect on the environment in comparison to conventional products and services. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

b. "Indoor environmental quality" is the physical characteristics of the building interior that impact occupants, including air quality, illumination, acoustics, occupant control, thermal comfort, day-lighting, and views.

c. "Operational performance" is the functional behavior of the building as a whole or of the building components.

d. "Sustainability" is the balance of environmental, economic, and societal considerations.

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Delete 1.3 SUBMITTALS IF Section 01 33 00 is used.

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1.3 SUBMITTALS

1.3.1 Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Submittals shall use Air Force Form 3000 and shall be provided as soon as possible. The progress schedule and submittal register shall be submitted within twenty-one (21) days of the Notice to Proceed. The submittal register shall show projected dates to submit required material information.

1.3.2 Units of weights and measures used on all submittals are to be the same as those used in the contract drawings. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

1.3.3 Contractor's Quality Control (CQC) System Manager and the Designer of Record, if applicable, shall check and approve all items prior to submittal and stamp, sign, and date.

1.3.4 Proposed deviations from the contract requirements must be submitted in writing in the form of a request for change. Government approval of submittals that deviate from contract requirements that were not marked as such and clearly identified in writing, shall not be construed to change or modify any contract requirements.

1.3.5 Design Reviews: The Government will review design submittals for conformance with the technical requirements of the solicitation. Government review is only for conformance with the contract requirements. Acceptance of design submittals is not be construed as a complete check, and indicates only that the general method appears to meet the requirements of the Solicitation. The Designer of Record is responsible for the technical adequacy and functionality of the design.

1.3.6 Sample Reviews: Approval of a sample is only for the characteristics or use named in such approval and shall not be construed to change or modify any contract requirements. Before submitting samples, the Contractor to assure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.

1.3.7 Submittals requiring Government approval are to be scheduled and made prior to the acquisition of the material or equipment covered thereby. Include catalog cuts, diagrams, operating charts or curves and all other required documents necessary for determination of compliance with contract. The Government will:

A. Note date on which submittal was received.

B. Review submittals for approval within scheduling period specified and only for conformance with project design concepts and compliance with contract documents.

C. Identify returned submittals with one of the actions defined in paragraph 1.3.8 below of this section and with markings appropriate for action indicated.

D. Upon completion of review of submittals requiring Government approval, the Contracting Officer will retain copies of the approved submittal and one copy of the submittal will be returned to the Contractor.

1.3.8 Review Notations. Government review will be completed within 14 calendar days after date of submission. Submittals will be returned to the Contractor with the following notations:

a. Submittals marked "approved" or "accepted" authorize the Contractor to proceed with the work covered.

b. Submittals marked "approved as noted" "or approved except as noted, re-submittal not required," authorize the Contractor to proceed with the work covered provided he takes no exception to the corrections.

c. Submittals marked "not approved" or "disapproved," or "revise and resubmit," indicate noncompliance with the contract requirements or design concept, or that submittal is incomplete. Resubmit with appropriate changes. No work shall proceed for this item until re-submittal is approved.

1.3.9 Contractor shall make corrections required by the Contracting Officer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications, notice as required under the clause entitled, "Changes," is to be given to the Contracting Officer. Contractor is responsible for the dimensions and design of connection details and construction of work. Failure to point out deviations may result in the Government requiring rejection and removal of such work at the Contractor's expense.

1.3.10 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. No payment for materials incorporated in the work will be made if all required Designer of Record or required Government approvals have not been obtained. No payment will be made for any materials incorporated into the work for any conformance review submittals or information only submittals found to contain errors or deviations from the Solicitation or Accepted Proposal.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

1.4.1 Materials and Workmanship:

1.4.1.1 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.

1.4.1.2 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.

1.4.1.3 In accordance with FAR 52.236-6 At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor. When it is necessary to contact base personnel during or after hours, the superintendent shall make contact with those in the following order:

* Base Civil Engineer project manager
* Project Manager’s Supervisor as applicable

David Murray 801-777-2118/801-643-8755 or

Paul Waite 801-777-0584/801-547-7410

* Engineering Division Leader

Bob Elliott 801-775-5584/801-698-3653

* EMCS call center 801-586-5823.

1.4.2 Weather Precautions:

Contractor shall ensure that weather sensitive materials are placed within the conditions recommended by the material supplier. No pavements shall be placed on frozen ground. Concrete placed when weather temperatures can be expected to fall below 32 degrees F shall be covered with approved blankets.

1.4.3 Project Description:

Briefly and without force or effect upon the contract documents, the work of this contract can be summarized as follows:

Complete demolition of facilities.

1.4.4 Project Location:

The work shall be located at Hill Air Force Base, MSA I & II, as indicated.

1.5 SITE VISITS:

1.5.1 The Contractor shall attend scheduled site visits and take steps reasonably necessary to ascertain the nature and location of the work, and investigate the general and local conditions which can affect the work or its cost in accordance with FAR 52.236-3. Such investigation shall include but is not limited to:

a. The conditions bearing upon transportation, disposal, handling, and storage of materials.

b. The availability of labor, and necessary utilities including water, gas, and electric power.

c. The availability and suitability of pavements and roadways.

d. Prevalent weather conditions or similar physical conditions at the site.

e. The conformation and existing conditions of the ground, pavements and soils.

f. The character and condition of equipment and facilities needed preliminary to and during work performance.

1.5.2 The Contractor shall examine and note the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as that information is reasonably ascertainable from an inspection of the site. The contractor shall note any exploratory work performed by the Government and provided in the drawings and specifications or made a part of this contract as attachments. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

1.5.2.1 The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

1.6 CONTRACT DRAWINGS:

1.6.1 Project Drawings:

The following drawings accompany this specification and are a part thereof.

1.6.2 Working Drawings

The Contractor shall keep on the work site a copy of the Project drawings and specifications and shall at all times give the Air Force Project manager access thereto in accordance with FAR 52.236-21. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of a difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish AutoCAD sets of contract drawings, maps, and MS Word Versions of the specifications for use in creating As-Built Record Drawings. Contactor shall immediately check the furnished drawings and notify the Government of any discrepancies.

a. Wherever in the specifications or upon the drawings the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer is intended and similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by,” or “acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

b. Where “as shown,” as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean, “provide complete in place,” that is “furnished and installed”.

c. Wherever in the specifications or upon the drawings the words the terms “As Built Record Drawings”, “marked up drawings”, “marked up prints”, “record drawings” and “red-lined drawings” are used, it shall be understood that “As-Built Record Drawings” as defined below is intended.

1.6.3 Shop Drawings:

1.6.3.1 The term Shop Drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail the following items.

a. The proposed fabrication and assembly of structural elements and the installation (i.e., fit, and attachment details) of materials or equipment.

b. Drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

1.6.3.2 If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph below.

a. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

b. The Contractor shall submit to the Contracting Officer for approval three copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Two sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

1.6.4 As-Built Record Drawings:

1.6.4.1 Whenever changes occur the contractor shall immediately mark-up the working copy of the contract drawings in red to show both changes and the actual installation in sufficient detail including accurate dimensioning as necessary to form a complete record of work accomplished. Accuracy of changed elements may also be accomplished by surveying. Sign and date each mark-up redline as it occurs. The marked-up working drawings shall be on site, complete, legible, precise and understandable to a CAD operator who is unfamiliar with the project.

1.6.4.2 Upon completing the work under this contract, the Contractor shall use the marked-up working drawings and the approved shop drawings to produce the final As-Built Record Drawings. Furnish one complete set of As-Built Record Drawings in bound AutoCAD and pdf formats **including all shop drawings as finally approved.** These drawings shall show changes and revisions made up to the time the contract is completed and accepted. Include all unusual or uncharted obstructions that were encountered in the contract area during construction. All sheets shall be annotated as As-Built Record Drawings in the revision section of the title block even if no changes occur during the contract. File naming of Record Drawing CADD files shall comply with the Hill AFB Facility Design Standard.

a. Revisions made shall ensure related section and elevation views, details, legend, plans, profiles, schedules and notes are marked as needed to prevent conflicting data on differing sheets. Comments shall be complete without reference to change orders, letters, memos, etc. The marked-up drawings shall be labeled to show project title and number.

b. Surveying data will be in Universal Transverse Mercator 1983 (UTM83) coordinate system, Transverse Mercator projection, Geodetic Reference System 1980 (GRS80) spheroid, or World Geodetic System 1984 (WGS84) datum, and use metric coordinate units.

c. Particular attention should be given to work, which will be concealed and difficult to measure and record after construction, and work which may require servicing or replacement during the life of the facility. The following are areas of concern that need special checking to ensure that the marked-up prints are complete and accurate:

1. Dimensions shall be clearly shown and accurately locate all changes in direction of utility lines. All surface or underground components such as valves, manholes, drain inlets, clean outs, meters, etc. shall be indicated. The description utilities placed shall include the actual quantity, size, and type of materials used.

2. Actual location, size and type of interior plumbing and electrical lines installed below a concrete slab shall be clearly and accurately indicated.

3. Changes to layout and schematic drawings of electrical circuits and piping shall be clearly shown.

4. Correct dimensions and details shall be transferred from shop drawings.

5. Actual location of anchors, construction and control joints, in concrete must be shown.

6. Changes in location of equipment and architectural features must be shown.

7. Specific materials provided shall be indicated and words such as “or equal” shall be removed.

1.6.4.3 The Air Force project managers will review the contractor’s marked-up drawings when verifying the performance shown by progress reports. If the drawings are not current, the progress report will be adjusted downward by the Civil Engineering project manager to reflect the contractor’s non-compliance. Marked-up drawings will be submitted within five working days after substantial completion. Final payment will not be authorized until complete and accurate digital and hard copy redlined drawings are accepted by the Contracting Officer.

1.7 WORK SCHEDULING

1.7.1 Contractor shall allow in their planned work schedule for potential Government caused delays as follows: Allow for 15 calendar days where the contractor’s construction activity is prohibited by Air Force Exercises or similar military events. Allow for 21 calendar days for excavation permits including utility line locating and 28 calendar days for utility outages, road closures, or other subsurface requested activities. (Other construction activities will be permitted to continue.) Government will provide 24-hour notification each time the government caused delays mentioned above are invoked. No additional time will be granted for delays falling within those limits.

**Normal duty hours for work shall be:**

A. [0700 to 1530 Hours exclusive of Fridays, Saturdays, Sundays, and holidays unless other times are approved by the Contracting Officer, or otherwise stated in the contract. Coordinate the work schedule with the Civil Engineering Project Manager.]

1.7.2 Contract Progress Schedules AF Forms 3064 and 3065.

See Section 01 32 01 Project Schedule for information on this requirement.

1.8 OCCUPANCY OF PREMISES

1.8.1 Building Occupancy.

Building(s) will be occupied during performance of work under this Contract unless expressly stated otherwise -***in writing-*** from the Contracting Officer.

1.8.1.1 Before work is started, the Contractor shall arrange with the Contracting Officer a sequence of procedure, means of access, space for storage of materials and equipment, and the use of approaches, corridors, stairways, roads and truck gates.

1.8.1.2 Contractor shall make provisions to maintain occupied areas of any building under repair at no less than 65 degrees F and no warmer than 85 degrees F. Unoccupied areas shall be maintained above 40 degrees F to prevent freezing of water lines and fire protection systems.

1.8.1.3 Temporary heating, if required, shall be UL approved electric heaters and shall be physically monitored at least every 4 hours.

1.9 PROTECTION OF EXISTING GOVERNMENT PROPERTY AND EXISTING WORK

1.9.1 In addition to FAR 52.236-9 the Contractor shall conduct all operations in such a manner as to prevent injury or damage to government property and any portions of the existing work which are to remain. This requirement is not limited to just the project site but includes landscaping, curbs, pavements, and utilities adjacent to the site as well as along routes to and from the site. Where any ambiguity exists, the contractor shall request clarification from the Contracting Officer before beginning work.

1.9.2 Contractor shall make repairs to or replace portions of existing work that is damaged or altered during construction operations to match existing or adjoining work, as approved by the Contracting Officer. At the completion of operations, existing work shall be in a condition equal to or better than that which existed before new work started.

1.9.3 In the event the contractor fails or refuses to make satisfactory repairs or replacements to property damaged by the contractor under this contract the government will have the repairs made and charge the cost to the contractor.

1.10 ON-SITE PERMITS

1.10.1 Excavation Permits

* 1.10.1.1 Notify the Contracting Officer prior to notice to proceed of anticipated excavation and intended routes and methods. At least 30 days prior to excavating, the contractor shall obtain a template of the Base Civil Engineering Excavation Permit. The digital form is available from the Base Civil Engineer Project Manager. Provide the populated permit to the Project Manager no less than **21 days** prior to starting excavation work. The contractor shall field mark the area of all intended excavations and alignment of new utility lines with flags or non-permanent white paint. The Project Manager will submit the permit to the Red Stakes office, [75ces.ceo.redstakes@us.af.mil](mailto:75ces.ceo.redstakes@us.af.mil). When the permit is completed, Red Stakes will send a signed copy back to the Project Manager via email, who will then provide a copy to the Contractor prior to start of excavation. The contractor shall retain a copy of the signed permit on site during any excavation, refresh utility location markings as needed, ensure permit doesn’t expire and submit an extension request if project excavationg goes longer than thirty (30) calendar days. (For work at Utah Test and Training Range UTTR Civil Engineering Office permits can be obtained by calling 801-777-1577)

1.10.1.2 The Contractor shall protect from damage all existing improvements and utilities at or near the work site, and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.

1.10.1.3 The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to obtain necessary permits and utility marking or failure to exercise reasonable care in performing the work. This includes irrigation lines and sprinkler components. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

1.10.1.4 The Contractor shall verify the elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed but indicated in locations to be crossed by piping, ducts, and other work to be installed. Verify elevations before installing new work closer than nearest manhole or other structure at which an adjustment in grade can be made.

a. Hand digging shall be required to locate utilities shown on the contract drawings, Excavation Permit, or 3 feet on either side of locations identified by Base Maintenance Shops. For facilities that store munitions, hand digging is required within 10 feet of the bldg to locate the existing grounding cable.

b. All excavation work within 15 feet of a **Questar high-pressure natural gas distribution line** will require Questar Gas technicians to be on-site during the excavation. Contractor shall coordinate this through Blue Stakes.

1.10.2 Utility Outage Requests.

1.10.2.1 Notify the Contracting Officer representative prior to anticipated utility outages and closures of streets, parking lots, and pedestrian walkways. Work shall be scheduled to hold outages to a minimum. Utility outages and connections required during the prosecution of work that affect existing systems shall be arranged for at the convenience of the Government and shall be scheduled on weekends unless otherwise approved by the Contracting Officer. Contractor shall not be entitled to additional payment for utility outages and connections required to be performed outside the regular work hours. Contractor shall be responsible for supplying utilities (water, sewer, power, HVAC) to allow the government personnel to function if work is required during the outage period. All utility outages shall be of as short duration as possible and scheduled as far in advance as possible but in no case less than 28 calendar days prior to the outage or closure. Schedule with the Air Force Project Manager. The Contractor shall obtain in writing from the Project Manager a statement or schedule giving the permissible times for the outage or closure for particular installations and the maximum time allowed for such outage or closure. Permits shall be posted at a conspicuous location in the construction area. For demolition work, the Contractor shall ensure and verify with City Light & Power (CLP) on site that all electrical connections are disconnected to prevent damage to CLP assets prior to demolition commencing.

1.10.3 Utility Connection Requests.

1.10.3.1 Utility connections required during the prosecution of work that affect existing systems regardless of necessity for a utility outage shall be arranged for at the convenience of the Government and shall be scheduled on weekends unless otherwise approved by the Contracting Officer. All newly installed underground utilities shall include tracer wire and marking strip and be surveyed by HAFB before the utilities are buried. **Provide at least a 7-day advance notice of utility connections when an outage is not required. Comply with paragraph governing utility outages otherwise**.

1.10.3.2 Provide 48 hours of advance notice to the Project Manager when new utility lines will be ready for inspection and surveying. The Contractor shall uncover any utility lines buried prior to notification. Contractor shall not be entitled to additional payment for uncovering and reburying any utility lines that were covered prior to providing this 48-hour notice.

1.10.4 Burning Permits.

**OPEN BURNING OF ANY SORT IS STRICTLY PROHIBITED.**

1.10.5 Welding, Cutting and Brazing Permits.

Air Force (AF) Form 592 is required daily for all welding, cutting, brazing, soldering and similar hot work. The form shall be properly filled out and displayed while all hot work is underway. The Contractor will be required to attend the Welding, Cutting, Brazing certification class prior to construction startup. This class is conducted on the first Thursday of every month and the Base Fire Station Bldg 9.

1.10.6 Street Closures.

The contractor shall obtain approval in writing from the Project Manager before closing any street or parking lot. Submit requests at least 15 days in advance. Include the length to be closed and the length of time of the closure.

1.10.7 Photography in Restricted/Controlled Areas

Photography is normally not authorized in restricted/controlled areas. In fact, all cameras and other picture taking devices (cell phones with picture taking capability) are strictly prohibited from use within restricted/controlled areas. However, if a valid need exists, permission can be obtained in writing by a commander, deputy or authorized representative of the restricted/controlled area. Each unit with entry approving authority will manage a Photo Authorization. The request must be submitted to the base project manager and processed/approved through the owner/user responsible for the area no later than 24 hours prior to the requested photography date. The contractor shall have the Photo Authorization in his/her possession while taking photographs. The contractor shall only photograph authorized construction activities at their job site and is cautioned against photographing sensitive areas in the background.

1.10.8 Temporary Airfield Construction Waiver

A temporary construction waiver is required when one or more elements of a construction project such as a crane violates criteria in UFC 3-260-01. Contractor shall submit a request for waiver to the Air Force project manager with an FAA Form 7460-1 “Notice of Proposed Construction or Alteration” <https://www.faa.gov/documentLibrary/media/Form/FAA_Form_7460-1_042023.pdf> at least 75 days prior to operation. Construction waivers should only be planned for the duration of the construction project unless circumstances dictate otherwise.

1.11 SAFETY.

1.11.1 Governmental Requirements for Construction Safety are given in section **01 35 26 GENERAL SAFETY REQUIREMENTS**. In addition to the requirements listed in that section the contractor shall provide and maintain work environments and procedures which will;

a. Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.

b. Avoid interruptions of Government operations and delays in project completion dates.

c. Comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

d. Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910.

1.11.2 Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of Contractor personnel, the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor’s representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order so issued.

1.12. ENVIRONMENTAL PROTECTION

1.12.1 Requirements for environmental protection and hazardous materials are given in detail in section **01 57 20 ENVIRONMENTAL PROTECTION**. In addition to the requirements listed in that section The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as well as any fines levied as a result of the Contractor’s fault or negligence. The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

1.13. SALVAGE MATERIAL AND WORKSITE CLEANUP

1.13.1 The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials and obstructions. At the end of each workday and at project completion, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer. Before completing the work, the Contractor shall remove from the work site any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government.

a. All excavated material (soil, asphalt, concrete, etc.) and construction/demolition debris shall be managed in accordance with Section 01 57 20 ENVIRONMENTAL PROTECTION.

b. All fire alarm control panels (FACP), Monaco Radio Fire Alarm Transceivers (BT), Vindicator Intrusion Detection Panels (IDS) and Vindicator Card Access Systems (ACSYS) to be removed under this contract shall remain property of the government and shall be delivered to the Civil Engineering Electronics Shop (Bldg 597). Cabinets will be delivered with all electronics and internal wiring intact. However, the batteries in the cabinets will be removed by the contractor and disposed of as hazardous waste as required under Section 01 57 19 ENVIRONMENTAL PROTECTION.

1.14. USE OF UTILITIES.

1.14.1 In general, the contractor will be allowed the use of electrical, and natural gas utilities without reimbursement while performing work under this contract, if available. In rare cases, the government may require reimbursement as when extensive temporary heating is required. In such cases, rates for utility costs will be established at the time of award.

1.14.2 The contractor may use water from fire hydrants after obtaining a Hydrant Use Permit from the utility system owner, American Water, provided that the hydrant is not listed as prohibited use. The contractor shall provide a reduced pressure principle backflow assembly to attach to the fire hydrant, or a physical air gap permanently attached to a water tank. Backflow assemblies shall be listed on the Utah Division of Drinking Water Approved Backflow Prevention Assemblies/Devices list, and be tested and approved by a certified backflow technician prior to use. The contractor will be responsible for providing adequate freeze protection for the fire hydrant and the backflow assembly during cold weather.

1.15. CONTRACTOR BASE CREDENTIALS.

1.15.1 Base Identification Badges

To obtain base identification, Defense Biometric Identification System (DBIDS) badge, contractor personnel must be have U.S. Permanent Resident status which includes U.S. Permanent Resident Card (I-551), “Green Card” issued by USCIS. The prime Contractor shall submit a written request on company letterhead stationery, if available, to the Contracting Officer specifying the following:

a. Contract number including delivery order if applicable.

b. Location of the work.

c. Date entry to the base required and contemplated termination date of entry.

d. Names of contractor and subcontractor employee requiring access to the base.

e. The name of the individual who will submit the Request of Identification Credentials for each employee for whom identification credentials are needed.

The Contracting Officer will:

a. Endorse the request.

b. Attach a copy of the contract cover page and any other pages that provide performance information, such as the need for and duration of access to the work site.

c. Forward this request to the Security Forces, Pass and Registration Office of the installation where the work is to be performed.

d. Provide the Prime Contractor blank application for AFMC Identification Card, HILLAFB FORM 496.

The Prime Contractor shall be required to complete and submit HILLAFB FORM 496, for each of the firm's employees and for each subcontractor employee who must have access to the installation. For contracts, 90 days or less contractor employees will be issued a temporary pass, AF Form 75, unless the work is in a controlled or restricted area. Those with temporary passes will require a sponsor. Contractor sponsors are limited to management, superintendents and QC/Safety managers. Sponsors may escort up to five individuals. For contracts in a controlled or restricted area or greater than 90 days an AFMC Form 387 will be issued.

1.15.2 Vehicle Pass

The Prime Contractor shall also request AF Form 75, Visitor/Vehicle Pass or DD Form 2220, DoD Registered Vehicle, for vehicle decals when the HILLAFB FORM 496 is submitted. To obtain the vehicle decal from the Security Forces, Pass and Registration Office, the Contractor shall produce:

(1) A valid driver’s license.

(2) Proof of financial responsibility or insurance, which meets the minimum requirements of the contract clause, entitled "Required Insurance."

(3) Current vehicle registration.

(4) Proof of Davis County emissions certification if the vehicle is not registered in a county within the State of Utah, which requires emissions testing.

1.15.3 Controlled Area Badges

Follow the guidance in AFI 31-101, The Installation Security Program, when work under this contract requires entry to controlled area. Badges will be issued to contractor employees including management, superintendents, QC/Safety managers and an appropriate numbers of escorts based on the size of the project. Those with badges may request sponsorship and escort up to seven individuals. The visitors and sponsor must sign the Visitor Register Log, AF1109 which must be maintained by the sponsor if not available at the gate access point. All visitors to a Munitions Storage Area (MSA) including those on a Visitor Access List (VAL) must have an Explosive Safety Certificate. The certificate is obtained by attending the Explosive Safety Briefing, which is conducted by the Weapons Safety Monitor, Rick Stong, Bldg 180 Room 232 on Mondays at 1430 hours (On Tuesday if Monday is a holiday). Contractor employees without a controlled area badge are required to be escorted by a contractor employee with a Controlled Area badge, at all times, in and out of controlled areas. The Prime Contractor is required to submit a list of each of their employees and each subcontractor employee who must have a controlled area badge. The list shall be submitted to the Base project manager and must include names of the individuals, contract number, contract expiration date, project name and project number. The project manager will forward the list to the Civil Engineering Security Manager, Iris Carpenter. After the security manager receives authorization from the project manager, the Contractor will schedule an appointment with the Security Manager 2-3 days in advance. All contractor personnel on the list must meet with the Security Manager and bring their DBIDS badge, Social Security Number, proof of U.S. citizenship, other previously issued Controlled area badges with related contract and expiration date information and an Explosive Safety Certificate, if applicable. The Security Manager will generate the AF Form 2586 for each contractor employee during their appointment. The Contractor shall then submit the forms to the Security Forces, Pass and Registration Office Bldg 430. Upon issuance of the appropriate Controlled Area badge, the Contractor shall return the original completed AF Form 2586 to the Security Manager for accountability.

1.15.4 Vindicator Cards

Vindicator cards will only be issued to those with controlled area badges. The Contractor will provide required access location(s) on the Controlled area badge request. The Base project manager will provide Vindicator cards to the Contractor upon request. The project manager will request designated points of access to the Civil Engineering Security Manager. The Security Manager will key-in access pertaining to the cards issued under his authorization. For areas unauthorized by the Security Manager, the project manager will take the requests to facility/security manager who controls the access point.

1.15.5 Restricted Area Badge

When contract performance requires entry (no access to classified information) to a "Restricted Area" on a military installation, contractor personnel requiring entry must meet the investigative requirements of AFI 31-501, USAF Personnel Security Program. Contractor employees not meeting these requirements will be provided escort as determined by the Contracting Officer in coordination with the Chief, Security Forces Division of the military installation involved. Contractors will not be grated unescorted entry in to a Restricted Area. A Free Zone or Security Forces temporarily modified boundary will be required for access. If a free zone is not used then the contractor must be escorted by the user.

1.15.6 Free Zone

If it becomes necessary to establish a free zone for the Contractor, it must be approved in writing by the installation commander. The free zone must have clearly defined boundaries. It is recommended the free zone begin at some point in the boundary of the controlled area, which enables entry by the Contractor and other authorized personnel. The free zone must be closed during non-duty hours. The boundaries of the free zone must be under surveillance by the OPR for the area or designated responsible activity. The contractor shall not permanently alter any surface in the controlled area when establishing a free zone such as drilling holes in pavements for temporary fencing or drilling holes in walls and floors for other barriers.

1.15.7 Any non-US citizen not in possession of a “Green Card” will not be allowed access on base without the Contracting Officer first clearing the employee through the Foreign Disclosure Office OO-ALC/LGMS, Bldg 1209, 777-6857 or 777-6858.

1.15.8 Contractor employees, at all times while on a military installation, shall wear visible contractor-provided identification either as a part of, or attached to, their outer clothing. The identification shall clearly identify the individual as being a contractor employee.

1.15.9 During performance of the contract, the Contractor shall be responsible for obtaining required identification for newly assigned personnel

1.15.10 At the termination or completion of the contract, or upon the expiration of credentials (if any such expirations are specified), the Contractor must ensure that all DBIDS cards and vehicle registration decals for all contractor and subcontractor employees are returned to the Contracting Officer and that all Controlled area badges and Vindicator cards are returned to the base project manager. The project manager will in turn return these to the Security Manager.

1.15.11 Prior to submitting an invoice for final payment, the Prime Contractor shall obtain a clearance certification from the contracting officer which states that all base identification credentials and vehicle decals have been returned or "accounted for." This certification shall be attached to the final invoice at the time of submittal for payment. Failure to comply with these requirements will result in withholding final payment.

1.15.12 If it becomes necessary for the Contractor to enter any unmanned base entry gate, they must first contact 75 SFS/SFO at 777-5531. If the Contractor assumes custody or control of a particular gate, they will insure:

1. Only cleared contractor personnel for that respective project gain access to the base through that gate.

2. Lock and Key Control will be established in such a manner as to clearly define an audit trail of who have keys to the gates and the times the gates are opened and closed, 24 hours a day.

1.15.13 Operations Security (OPSEC) is not required to protect critical information.

1.16 STORAGE

1.16.1 In accordance with general provisions entitled Operations and Storage Areas (FAR 52.236-10) the Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor’s performance.

1.16.2 Temporary buildings (construction trailers, storage sheds, shops, offices) are not permitted unless approved in advance by Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

1.16.3 The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

1.16.4 Store materials to avoid hindering the work of other Contractors and to avoid damage or soiling of materials. All materials and equipment shall be stored and handled to preclude the inclusion of foreign matter and damage by water or breakage. Store packaged materials in original containers until ready for use. Materials showing evidence of water or other damage shall be rejected and removed from the base. All materials shall be stored as recommended by the manufacturer, unless specifically noted otherwise in the contract documents.

1.16.5 When pipe and conduit are stored on the site, they shall be stored in racks or blocked to prevent rolling.

1.16.6 When combustible materials are stored on the site they shall be stored in an OSHA approved combustible materials locker at least 50 feet (15 meters) from all buildings unless otherwise specifically indicated by the Contracting Officer.

1.16.7 It is the responsibility of the Contractor to secure all property within the construction site. If government property is included, the Contractor must secure it also, and notify the Contracting Officer and the Civil Engineering Project Manager.

1.16.8 The Contractor in the event of storing 1000 rounds or more of fastener gun charges shall obtain an explosive license from the Civil Engineering Weapons Safety Manager in order to comply with regulations.

1.17 CONSTRUCTION INSPECTION FAR 52.246-12

1.17.1 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. “Work” includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

1.17.2 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.

1.17.3 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.

1.17.4 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 re-inspection 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.

1.17.5 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.

1.17.6 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.

1.17.8 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 will 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.

1.17.9 Unless otherwise specified in the contract, the Government will 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.

1.18 WARRANTIES

1.18.1 In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

1.18.2 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.

1.18.3 The Contractor shall remedy at the Contractor’s expense any failure to conform to the contract requirements, or any defect of equipment, material, workmanship, or contractor furnished design. 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 the Contractor’s failure to conform to contract or results from a defect of equipment, material, workmanship, or contractor furnished design.

1.18.3.1 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.**

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

1.18.5 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.

1.18.6 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;

a. Obtain all warranties that would be given in normal commercial practice;

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

c. Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

1.18.7 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, manufacturers, or supplier’s warranty.

1.18.8 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.

1.18.9 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.

1.19 TESTING

1.19.1 All tests required by this contract are the sole responsibility of the contractor unless expressly stated otherwise. The Contractor shall notify the Civil Engineering Project Manager at least 24 hours in advance of any testing.

1.19.2 The Contractor shall submit test reports to the Civil Engineering Project Manager in not more than 7 days following test completion.

The Contractor shall not proceed with any work, which would cover up the work being tested until the work being tested has been approved by the Contracting Officer.

1.20 TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

At the completion of the project, the contractor shall finalize the DD Form 1354 including the attached DD Form 1354 Checklist. Instructions to complete the DD Form 1354 are contained in Unified Facilities Criteria (UFC) 1-300-08.

1.21 CONTRACT CLOSEOUT.

1.21.1 Closeout procedure.

a. Pre-final Inspections. The Contractor shall notify the Contracting Officer at least 5 working days in advance that his contract is complete and is ready for a pre-final inspection. Before a pre-final inspection will be scheduled, all work must be complete and the following items submitted for review:

1. Test & Balance Reports,

2. O&M Manuals.

3. O&M training completed.

4. DD Form 1354.

5. Commissioning Completed and report submitted.

6. List of installed equipment furnished under this contract. Include nameplate information, location (room number), model number, serial number, capacity, manufacturer, equipment supplier, spare parts list, warranty etc.

b. Final Inspections. Contractor shall remedy all deficiencies identified in the pre-final inspection and notify the Contracting Officer a minimum of 5 working days in advance of the date his contract will be completed and ready for a final inspection. Upon completion of final inspection, and all deficiencies have been corrected, the Contractor shall have five working days to submit the following:

1. Warranty information

2. Complete As-Built Record Drawings.

3. The Contracting Officer will notify the Contractor in writing of additional items to be completed or corrected and any deficiencies remaining on the project. The contract will not be closed nor final payment made until all items have been received.

-- End of Section 01 00 00 –

GENERAL REQUIREMENTS