



US Army Corps
of Engineers
Baltimore District

DESIGN CRITERIA & CONSTRUCTION SPECIFICATIONS

WARRENSVILLE ROAD SECTION 14 STREAMBANK STABILIZATION

LOYALSOCK TOWNSHIP, PENNSYLVANIA

INVITATION FOR BIDS **DACW31-02-B-0018**

CONTRACT NO.

DATE **MAR 20, 2003**

Warrensville Road, Loyalsock, PA

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SPECIAL CLAUSES

PART 1 GENERAL

1.1 ADMINISTRATIVE REQUIREMENTS

1.1.1 PROGRESS SCHEDULING AND REPORTING: (FEB 1985)

The Contractor, shall within five days or as otherwise determined by the Contracting Officer, after date of commencement of work, submit for approval a practicable progress schedule showing the manner in which he intends to prosecute the work. NADB Form 1153 ("Physical Construction Progress Chart") will be furnished upon request for use in preparing this schedule. If a Contractor form is used, the same information as shown in the NADB Form 1153 shall be provided. (CENAB-CO-E)

1.1.2 PAYMENTS TO CONTRACTORS: (NOV 1976)

For payment purposes only, an allowance will be made by the Contracting Officer of 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS". The Contracting Officer may also, at his discretion, take into consideration the cost of materials or equipment stored at locations other than the jobsite, when making progress payments under the contract. In order to be eligible for payment, the Contractor must provide satisfactory title evidence that he has acquired title to such material or equipment, and that it will be utilized on the work covered by this contract. Further, all items must be properly stored and protected. Earnings will be computed using 100% of invoiced value. (CENAB-CO-E)

1.1.3 PURCHASE ORDER: (SEP 1975 REV JUN 1991)

One readable copy of all purchase orders for material showing firm names and addresses, and all shipping bills, or memoranda of shipment received regarding such material, shall be furnished to the appointed Contracting Officer's Representative as soon as issued. Such orders, shipping bills or memoranda shall be so worded or marked that all material can be definitely identified. At the option of the Contractor, the copy of the purchase order may or may not indicate the purchase price. (CENAB-CO-E)

1.1.4 NEGOTIATED MODIFICATIONS: (OCT 84)

Whenever profit is negotiated as an element of price for any modification to this contract with either prime or subcontractor, a reasonable profit shall be negotiated or determined by using the OCE Weighted Guidelines method outlined in EFARS 15.902. (Sugg. NAB 84-232)

1.1.5 PHOTOGRAPHS (SEP 85 REV JUN 1991)

The Contractor shall furnish 8" x 10" commercial grade color photographs of the project (with negatives) to the Contracting Officer. These photographs shall be taken at the beginning of the job, the end of the job, and every three (3) months in between, at ten (10) locations designated by the Contracting Officer. (CENAB-CO)

1.1.6 PERMITS

In accordance with Contract Clause "Permits and Responsibilities," the Contractor will be required to obtain all permits, certifications and approvals for these projects. These include but are not limited to the following:

PADEP Stormwater Management Waiver
PADEP Sediment and Erosion Control Approval
PADEP Waterways permits
State or county floodplain permits

1.2 JOB CONDITIONS

1.2.1 LAYOUT OF WORK: (APR 1972)

The Contractor shall lay out his work and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at his

own expense, all templates, platforms, equipment, tools and materials and labor as may be required in laying out any part of the work. The Contractor will be held responsible for the execution of the work to such lines and elevations shown on the drawings or indicated by the Contracting Officer. (CENAB)

1.2.2 TRANSPORTATION FACILITIES:

Loyalsock is in Lycoming County, PA, east of Williamsport. Access is via Interstate Routes I-80, I-180, and State Route 220.

1.2.3 UTILITIES

As provisions in this paragraph will affect private property owners and local utility companies, communications and agreements between the Contractor and landowner, or Contractor and utility company, including payment for utilities, shall be done in coordination with the Contracting Officer. The Contractor shall submit a copy of all utility coordination records to the Contracting Officer after appropriate payment has been made to applicable sources, and utility hookups have been disconnected.

1.2.3.1 Availability of Utilities Including Lavatory Facilities: (JUN 1980)

It shall be the responsibility of the Contractor to provide all utilities he may require during the entire life of the contract. He shall make his own investigation and determinations as to the availability and adequacy of utilities for his use for construction purposes and domestic consumption. He shall install and maintain all necessary supply lines, connections, piping, and meters if required, but only at such locations and in such manner as approved by the Contracting Officer. No utility lines shall be erected or strung which will interfere with private landowners, local business or obstruct traffic. The Contractor is to ensure that the local utility company makes no hookups which may affect utility service of any private landowners or local businesses (i.e., brownouts, decreased voltage or power surges). Before final acceptance of work under this contract, all temporary supply lines, connections and piping installed by the Contractor shall be removed by him in a manner satisfactory to the Contracting Officer. (CENAB)

1.2.3.2 Sanitary Facilities

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer. Toilet facilities in private residences or businesses will not be available to Contractor's personnel.

1.2.4 DISPOSAL OF EXISTING MATERIAL AND EQUIPMENT (DEC 1975)

All removed, dismantled or demolished material and/or equipment including rubble, scrap and debris not specified or indicated to be reinstalled under this contract or otherwise retained for disposal on public land will become the property of the Contractor and shall be promptly removed from the site and disposed of by the Contractor at his own expense and responsibility. (CENAB)

1.2.5 COMPLIANCE WITH COUNTY REGULATIONS: (JUL 1980)

The site of the work is on local county property and all rules and regulations issued by authorized officials (Contracting Officer and local government officials) covering general safety, security, sanitary requirements, pollution control, traffic regulations and parking, shall be observed by the Contractor. (MEMO)

1.2.6 MAINTENANCE OF ACCESS: (DEC 1975)

Unless directed by the Contracting Officer, he Contractor shall not block roads, pavements or alleys, or access to nearby buildings or property during performance of work under this contract. (CENAB)

1.2.7 PROTECTION OF GOVERNMENT PROPERTY AND PERSONNEL

1.2.7.1 Equipment Protection

All existing non-Contractor owned material and equipment equipment within the work area shall be protected by the Contractor from damage caused by renovation operations.

1.2.7.2 Damaged Facilities

Any damage not specified in the contract resulting from construction shall be restored to a condition equivalent to that prior to the start of work. Materials for replacement, repairing, patching, restoration, and similar type work shall match existing.

1.2.7.3 Personnel Protection

The Contractor shall protect onlookers by installing barricades as applicable to prevent injury from unauthorized entry into work areas. Warning signs shall be erected as necessary. Work shall proceed in such manner as to prevent the undue spread of dust.

1.2.7.4 Additional Measures

The Contractor shall take such additional measures as may be directed by the Contracting Officer to prevent damage or injury to non-Contractor property or personnel. (CENAB)

1.2.8 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:

1.2.8.1 Procedure for Time Extensions

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance the contract clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

1.2.8.2 Monthly Schedule

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

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

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
19	11	9	9	9	9	6	7	5	6	6	13

1.2.8.3 Notice to Proceed (NTP)

Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 1.2.9.2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

1.2.9 WORKING HOURS AND NOISE

1.2.9.1 Working Hours

Unless otherwise directed by the Contracting Officer, working hours shall be 7:30 AM to 7:00 PM, Monday through Saturday. All work outside these hours must be coordinated with the Contracting Officer with possible input

from the local government. No Sunday work will be permitted.

1.2.9.2 Noise Outside Normal Working Hours

Construction noise outside of the 6:00 AM-6:30 PM working hours shall be minimized or severely restricted as directed by the Contracting Officer.

1.2.10 Utility Markings (Aug 1999)

The Contractor shall contact the Contracting Officer and the One-Call Service a minimum of 14 days and 48 hours, respectively, prior to any excavation requesting utility location markings. The Contractor shall not proceed with any excavation until all utilities, including abandoned utilities, have been marked to the satisfaction of the Contracting Officer.

Prior to requesting the marking of utilities, the Contractor shall stake out proposed excavations and limits of work with white lines ("White Lining"). It is the Contractor's responsibility to ensure that all permits are current and up-to-date without expiration. In addition to the above requirements the Contractor shall:

- a. Visually survey and verify that all utility markings are consistent with existing appurtenances such as manholes, valve boxes, poles, pedestals, pad-mounted devices, gas meters, etc. prior to any excavation.
- b. Hand dig test holes to verify the depth and location of all utilities prior to any mechanical excavation within the limits of work. Other non-damaging methods for utility verification, as indicated in (d) below, may be considered subject to approval by the Contracting Officer. Also, verify that any abandoned utilities are not active.
- c. Preserve all utility markings for the duration of the project to the furthest extent possible.
- d. When excavation is performed within 2 feet of any utility line, a non-damaging method of excavation shall be used. The non-damaging method shall be hand digging. Other non-damaging methods, such as, soft digging, vacuum excavation, pneumatic hand tools, may be considered subject to approval by the Contracting Officer.
- e. Regardless of the type of excavation, the Contractor shall notify the Contracting Officer a minimum of 72 hours prior to any excavation activity. Failure to notify the Contracting Officer can result in the issuance of a "Stop Work" order, which shall not be justification for contract delay or time extension. The Government reserves the right to have personnel present on site during any type of excavation.
- f. The Contractor's Quality Control System Manager shall ensure that all excavation requirements herein are met at the time of the preparatory phase of quality control, and that the excavation procedures are reviewed during the preparatory phase meeting. This preparatory phase of control shall also establish and document contingency plans and actions to be followed in the event that existing utilities are damaged or interrupted. Locations of shut off or isolation devices along with other safety features shall be established and their operation reviewed.
- g. Any work other than excavation in the vicinity of a utility, that could damage or interrupt a utility, such as, exterior or interior work near transformers, power lines, poles, above ground gas lines, gas meters, etc., shall be done with extreme care. The Contractor shall specifically note during the preparatory phase of quality control, the construction techniques to be used to preclude damaging or interrupting any utility. This preparatory phase of control shall also establish and document contingency plans and actions to be followed in the event that existing utilities are damaged or interrupted. Locations of shut off or isolation devices along with other safety features shall be established and their operation reviewed.
- h. The Contractor shall complete a risk assessment, using the attached checklist, at least one week prior to the start of any excavation or other work in the vicinity of a utility. The risk assessment shall be submitted for government approval prior to any excavation or other work in the vicinity of a utility. A risk assessment shall be completed for each definable feature of work encountering utilities and shall include all utilities anticipated to be

encountered.

1.2.11 HAUL ROUTES AND WEIGHT RESTRICTIONS

Haul routes and weight restrictions on both public streets and private roads shall be as directed by the Contracting Officer, or as required by local ordinances or posted weight restrictions..

1.2.12 STREET CLOSINGS: (MAY 1978)

When operations in connection with contract work necessitate the closing of, encroachment onto, or work adjacent to streets, it shall be the Contractor's responsibility to arrange for traffic control in advance with the Contracting Officer and appropriate Local and State officials. The Contractor shall provide all necessary traffic control plans (TCP's), personnel and devices as may be required by the Contracting Officer and the appropriate Local and State laws, codes and regulations to accomplish the work. (CENAB)

1.2.12.1 Traffic Control Plan

The Contractor shall submit to the Contracting Officer for approval a traffic control plan. This plan shall include narrative and drawings showing proposed measures when construction operations affect vehicle flow and full or partial street closures. The Lycoming County Government must approve the plan before any measures are implemented.

1.2.13 LIMITS OF WORK

The limits of work areas as shown on the drawings are necessarily approximate. In case of doubt as to the actual limits of any work area, determination as to the actual limits will be made by the Contracting Officer.

1.2.14 DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the "Permits and Responsibilities" clause of the Contract Clauses. However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to the "Changes" clauses of the Contract Clauses, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work(including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage. (CENAB)

1.2.15 ENVIRONMENTAL LITIGATION

1.2.15.1 General

If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of the Contract Clauses. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

1.2.15.2 Definitions

The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (CENAB)

1.3 SAFETY

1.3.1 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification and are referred to in the text by the basic designation only. All interim changes (changes made between publications of new editions) to the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, will be posted on the Headquarters Website. The date that it is posted shall become the official effective date of the change and contracts awarded after this date shall require to comply accordingly. The website location where these changes can be found is under the button entitled "Changes to EM", located at: "http://www.hq.usace.army.mil/soh/hqusace_soh.htm".

1.3.1.1 U.S. ARMY CORPS OF ENGINEERS:

EM 385-1-1 (3 Sep 96) U.S. Army Corps of
Engineers Safety and Health
Requirements Manual

1.3.2 GENERAL:

Worker safety is of paramount importance. The Contractor shall comply with the Contract Clause in the Solicitation entitled ACCIDENT PREVENTION, including the U.S. Army Corps of Engineers Safety and Health Requirements Manual referred to therein in addition to the provisions of this specification.

1.3.3 SAFETY PROGRAM:

The U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, and all subsequent revisions referred to in the Contract Clause ACCIDENT PREVENTION of this contract, are hereby supplemented as follows:

- a. The Contractor shall designate an employee responsible for overall supervision of accident prevention activities. Such duties shall include: (1) assuring applicable safety requirements are (a) communicated to the workers in a language they understand (reference EM 385-1-1, 3 Sep 1996, 01.A.04). It is the Contractor's responsibility to ascertain if there are workers on the job who do not speak and/or understand the English language. If such workers are employed by the prime contractor or subcontractors, at any tier, it is the prime contractor's responsibility to insure that all safety programs, signs, and tool box meetings are communicated to the workers in a language they understand, and that a bilingual employee is on site at all time. If the contractor contends that interpreters and/or bilingual signs are not required, a language certificate must be provided which verifies that all workers (whose native tongue is other than English) have a command of the English language sufficient to understand all direction, training and safety requirements, whether written or oral, and (b) incorporated in work methods, and (2) inspecting the work to ensure that safety measures and instructions are actually applied. The proposed safety supervisor name and qualifications shall be submitted in writing for approval to the Contracting Officer's Representative. This individual must have prior experience as a safety engineer or be able to demonstrate his/her familiarity and understanding of the safety requirements over a prescribed trial period. The safety engineer shall have the authority to act on behalf of the Contractor's general management to take whatever action is necessary to assure compliance with safety requirements. The safety supervisor is required to be on the site when work is being performed.

- b. Prior to commencement of any work at a job site, a preconstruction safety meeting shall be held between the Contractor and the Corps of Engineers Area/Resident Engineer to discuss the Contractor's safety program and in particular to review the following submittals:

- (1) Contracts Accident Prevention Plan: An acceptable accident prevention plan, written by the prime Contractor for the specific work and implementing in detail the pertinent

requirements of EM 385-1-1, shall be submitted for Government approval.

(2) Activity Phase Hazard Analysis Plan: Prior to beginning each major phase of work, an activity hazard analysis (phase plan) shall be prepared by the Contractor for that phase of work and submitted to the Contracting Officer's Representative for approval. A phase is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new subcontractor or work crew is to perform work. The analysis shall address the hazards for each activity performed in the phase and shall present the procedures and safeguards necessary to eliminate the hazards or reduce the risk to an acceptable level.

c. Subsequent jobsite safety meetings shall be held as follows:

(1) A safety meeting shall be held at least once a month for all supervisors on the project to review past activities, to plan ahead for new or changed operations and to establish safe working procedures to anticipated hazards. An outline report of each monthly meeting shall be submitted to the Contracting Officer's Representative.

(2) At least one safety meeting shall be conducted weekly, or whenever new crews begin work, by the appropriate field supervisors or foremen for all workers. An outline report of the meeting giving date, time, attendance, subjects discussed and who conducted it shall be maintained and copies furnished the designated authority on request.

1.3.4 ACCIDENTS:

Chargeable accidents are to be investigated by both Contractor personnel and the Contracting Officer.

1.3.4.1 Accident Reporting, Eng Form 3394:

Section 1, Paragraph 01.D, of EM 385-1-1 and the Contract Clause entitled ACCIDENT PREVENTION are amended as follows: The prime Contractor shall report on Eng Form 3394, supplied by the Contracting Officer, all injuries to his employees or subcontractors that result in lost time and all damage to property and/or equipment in excess of \$2,000 per incident. Verbal notification of such accident shall be made to the Contracting Officer within 24 hours. A written report on the above noted form shall be submitted to the Contracting Officer within 48 hours following such accidents. The written report shall include the following:

- a. A description of the circumstances leading up to the accident, the cause of the accident, and corrective measures taken to prevent recurrence.
- b. A description of the injury and name and location of the medical facility giving examination and treatment.
- c. A statement as to whether or not the employee was permitted to return to work after examination and treatment by the doctor, and if not, an estimate or statement of the number of days lost from work. If there have been days lost from work, state whether or not the employee has been re-examined and declared fit to resume work as of the date of the report.

1.3.4.2 OSHA Requirements:

- a. OSHA Log: A copy of the Contractor's OSHA Log of Injuries shall be forwarded monthly to the Contracting Officer.
- b. OSHA Inspections: Contractors shall immediately notify the Contracting Officer when an OSHA Compliance official (Federal or State representative) presents his/her credentials and informs the Contractor that the workplace will be inspected for OSHA compliance. Contractors shall also notify the Contracting Officer upon determination that an exit interview will take place upon completion of the OSHA inspection. (NABSA OCT 05, 1976)

1.4 CONTRACTOR QUALITY CONTROL

1.4.1 GENERAL

See Section 01459 CONTRACTOR QUALITY CONTROL for DESIGN BUILD.

1.5 SUBMITTALS

This part only applies to submittals during both design and construction. Other design submittals, including those confirming compliance with the RFP requirements, are covered in Sections 01111, "Scope of Design and Construct Services, Warrensville Road - Loyalsock Creek Section 14, Loyalsock Twp., Lycoming County, Pennsylvania."

1.5.1 Submittal Registers

Two types of submittal registers are covered in this part, those furnished by the Government with this RFP (typically for Division 1 submittals) and those prepared by the Contractor as part of the design. Though similar, each has different review requirements as stated in this part.

1.5.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.5.2.1 Government Approval

Approved: Approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, data, and other items as required. Within the terms of the Contract Clause entitled "Specification and Drawings for Construction," they are considered to be "shop drawings." Government approval is required for submittals on Government-furnished submittal registers; approval by the Contractor's design AE is required for construction submittals on submittal registers prepared by the Contractor.

1.5.2.2 Information Only

All submittals not requiring approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referenced above.

1.5.3 APPROVED SUBMITTALS

The approval of Government designated submittals by the Contracting Officer signifies information is satisfactory. Approval of construction submittals by the design AE shall indicate materials, equipment, drawings, data, samples, reports, instructions, certificates, etc., meet the requirements of the design specifications. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work. After construction submittals have been approved by the design AE, no resubmittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.

1.5.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer or the design AE and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under Contract Clause entitled "Changes" shall be given promptly to the Contracting Officer.

1.5.5 CONTRACTOR-GOVERNMENT COORDINATION

For the purpose of quality assurance/quality control purposes, the Contractor shall furnish to the Contracting Officer approved data documenting design AE action on construction submittals.

1.5.6 GENERAL

The Contractor shall submit to applicable personnel all items listed on the Submittal Register (ENG Form 4288). The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Submittals shall be made in the respective number of copies and submitted to the design AE or Contracting Officer as applicable. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved

by the Contractor and each respective transmittal form (ENG Form 4025) shall be stamped, signed and dated by the Contractor certifying that the accompanying submittal complies with the contract requirements. Proposed deviations from the contract requirements shall be clearly identified. Submittals requiring approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

1.5.7 SUBMITTAL REGISTER (ENG Form 4288)

1.5.7.1 Government-Furnished Submittal Register

At the end of this section is one set of ENG Form 4288 listing items of data for which submittals are required by the Government-prepared specifications. The Contractor will also be given the submittal register on a diskette containing the computerized ENG form 4288 and instructions on the use of the diskette. Columns "d" through "r" (abbreviations in column "p" are defined as follows: "AR" means Area Office) have been completed by the Government. The Contractor shall complete columns "a", "b", "c" and "s" through "aa" and return 2 completed copies (hard copy plus associated electronic file) to the Contractor Officer for approval within 30 calendar days after Notice to Proceed.

1.5.7.2 Contractor-Prepared Submittal Register

Submittal register prepared by the design AE will also need to be computerized and submittals managed electronically. The Contractor shall complete all applicable columns and furnish the submittal register to the design AE 30 calendar days after Notice to Proceed.

1.5.7.3 General

The Contractor shall combine on the diskette electronic data for the Government-furnished submittal register and the design AE-prepared submittal register. The Contractor shall keep this diskette up to date and shall submit it to the Government together with the monthly payment request. The submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. This register and the progress schedules shall be coordinated.

1.5.8 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed on the register for review and approval. No delays, damages or time extensions will be allowed for time lost in late submittals.

1.5.9 TRANSMITTAL FORM (ENG Form 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals (Government and design AE submittals) in accordance with the instructions on the reverse of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

1.5.10 SUBMITTAL PROCEDURES

Six (6) copies of submittals shall be made as follows:

1.5.10.1 Procedures

In the signature block provided on ENG Form 4025 the Contractor certifies that each item has been reviewed in detail and is correct and is in strict conformance with the contract drawings and specifications unless noted otherwise. The accuracy and completeness of submittals is the responsibility of the Contractor. Any costs due to resubmittal of documents caused by inaccuracy, lack of coordination, and/or checking shall be the responsibility of the Contractor. Where applicable this shall include the handling and review time on the part of the Government. Each variation from the contract specifications and drawings shall be noted on the form; and, attached to the form, the Contractor shall set forth, in writing, the reason for and description of such variations. If these requirements are not met, the submittal may be returned by the Government of design AE for

corrective action.

1.5.10.2 Additional Requirements

The above is in addition to the requirements set forth in Contract Clause entitled "Specifications and Drawings for Construction". (ER 415-1-10)

1.5.10.3 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variations" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The design AE should reserve the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.5.11 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring approval, the submittals will be identified as having received approval by being stamped and dated. Four (4) copies of the submittal will be retained by the Contracting Officer (see paragraph COORDINATION above) and two (2) copies of the submittal will be returned to the Contractor.

1.5.12 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will be returned. Approval is not required on information only submittals. These submittals will be used for information purposes. The government reserves the right to require the Contractor to resubmit any item found not to comply with the contract.

1.5.13 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data and/or attached sheet(s).

SIGNATURE: _____

TITLE: _____

DATE: _____

1.6 ENVIRONMENTAL PROTECTION

1.6.1 APPLICABLE REGULATIONS

The Contractor and his subcontractors in the performance of this contract, shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement in effect on the date of this solicitation, as well as the specific requirements stated elsewhere in the contract specifications.

1.6.2 NOTIFICATION

The Contracting Officer will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

1.6.3 PROTECTION OF WATER RESOURCES

The Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acid construction wastes or other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County and Municipal laws concerning pollution of rivers and streams. All work under this contract shall be performed in such a manner that objectionable conditions will not

be created in streams through or adjacent to the project areas.

1.6.4 ENVIRONMENTAL PROTECTION PLAN

The Contractor shall, after award of contract, submit to the Contracting Officer for approval, four sets of erosion and sedimentation control documents (consisting of both narrative report and drawings). The erosion and sedimentation control documents shall be approved prior to any site clearing or excavation. One set of the erosion and sedimentation control documents shall be submitted through the Contracting Officer to the local erosion and sediment control agency for their review. Drawings prepared by the Contractor shall conform to the requirements of the County or State in which the project is to be constructed. The Contractor's erosion and sedimentation control plan shall include, but not be limited to the following:

1.6.4.1 Disturbed Areas

No disturbed areas will be left denuded for more than 14 calendar days unless otherwise authorized by the Contracting Officer.

1.6.4.2 Installation

All erosion and sediment control measures are to be installed prior to or as the first step in grading.

1.6.4.3 Storm and Sanitary Sewer Trenches

All storm and sanitary sewer trenches not in streets or paved areas are to be backfilled, compacted, seeded and mulched within 14 days after the trench has been excavated. No more than 500 linear feet are to be open at any one time.

1.6.4.4 Excessively Graded Slopes

All graded slopes greater than 3:1 shall be seeded and mulched within 7 days after grading.

1.6.4.5 Temporary Facilities

All temporary earth berms, diversions, and sediment dams are to be seeded and mulched for temporary vegetative cover within 7 days after grading. Straw or hay mulch is required. The same applies to all soil stockpiles.

1.6.4.6 Maintenance of E&S Measures

All erosion and sedimentation measures shall be maintained and/or modified as approved by the Contracting Officer during construction to fulfill the intent of this specification.

1.6.4.7 November 01 Limit

Any disturbed area not covered by subparagraph "Disturbed Areas" above and not paved, sodded or built upon by 1 November, or disturbed after that date, is to be seeded within 15 days with oats, abuzzi rye, or equivalent and mulched with hay or straw mulch at the rate of two tons per acre.

1.6.4.8 Structural Measures

Structural measures such as berms, dikes, traps, basins, etc., will be installed and stabilized prior to any other grading, clearing, or disturbance of the site.

1.6.4.9 Temporary Bridges

Use temporary bridges or culverts for crossing streams.

1.6.4.10 Sanitary Facilities

Locate sanitary facilities away from streams, wells, or springs.

1.6.4.11 Maintenance of Structural Sediment Control Measures

All structural sediment control measures are to remain in place until permission for their removal has been obtained from the Contracting Officer.

1.6.5 BURNING

Burning will not be permitted

1.6.6 DUST CONTROL

The Contractor shall maintain all work area free from dust which would contribute to air pollution. Approved temporary methods of stabilization methods will be permitted to control dust. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

1.7 AS-BUILT DRAWINGS

1.7.1 PROGRESS MARKED-UP AS-BUILT PRINTS

The Contractor shall revise one set of paper prints to show the as-built conditions during the prosecution of the project. These as-built marked prints shall be kept current and available on the jobsite at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. The as-built marked prints will be jointly reviewed for accuracy and completeness by the Contracting Officer and a responsible representative of the construction Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings and will continue the monthly deduction of the 10% retainage even after 50% completion of the contract. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and a representative of the Contractor regarding the accuracy and completeness of updated drawings. The prints shall show the following information, but not be limited thereto:

1.7.1.1 Grades, Cross Sections or Alignments

Correct grade, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.

1.7.1.2 Changes in Details of Design

Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

1.7.1.3 Final Inspection Changes

All changes or modifications which result from the final inspection.

1.7.1.4 Options

Where contract drawings or specifications present options, only the option selected for construction shall be shown on the as-built prints.

1.7.2 PRELIMINARY SUBMITTAL

At the time of final inspection, the Contractor shall prepare two copies of the progress as-built prints and these shall be delivered to the Contracting Officer for review and approval. These as-built marked prints shall be neat, legible and accurate. The review by Government personnel will be expedited to the maximum extent possible. Upon approval, one copy of the as-built marked prints will be returned to the Contractor for use in preparation of final as-built drawings. If upon review, the drawings are found to contain errors and/or omissions, they shall be returned to the Contractor for corrections. The Contractor shall complete the corrections and return the as-built marked prints to the Contracting Officer within ten (10) calendar days.

1.7.3 DRAWING PREPARATION

1.7.3.1 Government-Furnished Drawings

Upon approval of the as-built prints submitted, the Contractor will be furnished by the Government one set of contract drawings, with all amendments incorporated, to be used for as-built drawings. These contract drawings will be furnished on electronic media as specified by the Government. These drawings shall be modified as may be necessary to correctly show all the features of the project as it has been constructed by bringing the contract set into agreement with the approved

as-built prints, adding such additional drawings as may be necessary. These drawings are part of the permanent records of this project and the Contractor shall be responsible for the protection and safety thereof until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

1.7.3.2 Drawing Modifications

Only personnel proficient in the preparation of engineering CADD drawings to standards satisfactory and acceptable to the Government shall be employed to modify the contract drawings or prepare additional new drawings. All additions and corrections to the contract drawings shall be equal in quality to that of the originals and those prepared by the Contractor. Line work, line weights, lettering, layering conventions, and symbols shall be the same as the original line work, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same guidance specified for original drawings. The title block and drawing border to be used for any new as-built drawings shall be identical to that used on the contract drawings. All additions and corrections to the contract drawings shall be accomplished using the Contractor's CADD media files and those supplied by the Government. Government furnished contract drawing will already be compatible with the Using Agency/Sponsor's system when received by the Contractor. The Using Agency/Sponsor uses AutoCAD Release 14 CADD software system. The media files will be supplied on ISO 9660 Format CD-ROM. The Contractor is responsible for providing all program files and hardware necessary to prepare as-built drawings. The Contracting Officer will review all as-built drawings for accuracy and the Contractor shall make all required corrections, changes, additions, and deletions.

1.7.3.3 Final Revisions

When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the General Contractor in letters at least 3/16" high. All other contract drawings shall be marked either "As-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. All original contract drawings shall be dated in the revision block (SEE ATTACHMENT 1 - this is a sample which matches the Government furnished drawings, but may not match the Contractor's title block).

1.7.4 FINAL REQUIREMENTS

After receipt by the Contractor of the approved marked as-built prints and the original contract drawing files the Contractor will, within 30 days make the final submittal of completed as-built contract drawings. This submittal shall consist of two sets of completed as-built contract drawings on separate media consisting of both CADD files and mylars ; two blue line prints of these drawings and the return of the approved marked as-built prints. They shall be complete in all details and identical in form and function to the Contractor's contract drawing. All paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit as-built drawing files and marked prints as required herein shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.8 TEMPORARY CONSTRUCTION ITEMS

1.8.1 GENERAL

The work covered by this section consists of furnishing all labor, materials, equipment, and services and performing all work required for or incidental to the items herein specified. No separate payment will be made for the construction and services required by this section, and all costs in connection therewith shall be included in the overall cost of the work unless specifically stated otherwise.

1.8.2 EMPLOYEE PARKING

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. This area will be within reasonable walking distance of the construction site. As directed by the Contracting Officer, parking on public streets is permitted but vehicles may not interfere with activities of businesses or private residences. Contractor employees will be responsible for paying any parking fees or meters.

1.8.3 SANITATION

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer.

1.8.4 CONTRACTOR'S STORAGE AREAS AND FIELD OFFICE

1.8.4.1 Administrative Field Offices:

If the Contractor requires administrative field office facilities, location shall be convenient to the project site or as directed by the Contracting Officer.

1.8.4.2 Storage Area:

The Contractor Officer will designate a material/equipment storage location. Security shall be sufficient to safeguard materials and equipment.

1.8.4.3 Field Office/Storage Plan

The Contractor shall furnish to the Contracting Officer for approval a plan, including both drawings and narrative, showing the proposed location of the field office, and all storage areas. The plan shall be approved before field office or storage areas are constructed.

PART 2 PRODUCT -- NOT APPLICABLE

PART 3 EXECUTION -- NOT APPLICABLE

-- End of Section --

RISK ASSESSMENT FOR
EXCAVATION AND OTHER WORK IN THE VICINITY OF UTILITIES

PROJECT NAME: _____

CONTRACT NUMBER: _____

PROJECT INSTALLATION AND LOCATION: _____

PROPOSED EXCAVATION START DATE: _____

1. ESTABLISH EXCAVATION DETAILS AND DRAWINGS (check when completed)
2. PROPOSED EXCAVATION AREA MARKED ("white lining") (check when completed)
3. CONTACT APPROPRIATE ONE-CALL SERVICE FOR PUBLIC UTILITIES:
MD: Miss Utility 1-800-257-7777 N Y : New York City - Long Island One Call Center 1-800-272-4480
N. VA: Miss Utility 1-800-552-7777 PA: Pennsylvania One-Call System Incorporated 1-800-242-1776
VA: Miss Utility of VA 1-800-552-7001 DC: Miss Utility 1-800-257-7777
ONE-CALL NATIONAL REFERRAL CENTER: 1-888-258-0808
- CONTACT INSTALLATION/OWNERS OF ALL PRIVATELY OWNED UTILITIES (NON ONE-CALL MEMBERS)
4. DATE UTILITIES MARKED AND METHOD OF MARKING
ONE-CALL LOCATORS _____
OTHER LOCATORS _____
5. CONTACT APPROPRIATE DPW REPRESENTATIVES AND COMPLY WITH INSTALLATION PERMIT REQUIREMENTS: _____
6. UTILITIES IDENTIFIED ON-SITE:
 NONE ELECTRIC GAS WATER TELEPHONE CATV SEWER OTHER _____
7. LEVEL OF RISK: (Based upon personnel safety and consequences of utility outages.)
 SEVERE: Excavation required within the immediate vicinity (<2-ft) of a MARKED utility.
 MODERATE: Excav. required outside the immediate vicinity (> 2-ft) of MARKED utility.
 MINIMAL: Excavation required in an area with NO utilities.
8. EXISTING FACILITIES/UTILITIES IN VICINITY:
 NON-CRITICAL MISSION CRITICAL HIGH-PROFILE CEREMONIAL
 OTHER _____
 CONSEQUENCES IF EXISTING UTILITIES ARE DAMAGED/DISRUPTED _____

9. ENGINEERING CONTROLS REQUIRED:
 NONE HAND EXCAVATE TO LOCATE UTILITY EXCAVATE WITH DUE CARE
 OTHER _____
10. ADMINISTRATIVE CONTROLS REQUIRED:
 Notification of Contracting Officer's Representative, NOTIFIED on: _____
 Notification of Installation/DPW Representative, NOTIFIED on: _____
11. EMERGENCY NOTIFICATION AT INSTALLATION: POC & PHONE NUMBER _____

THE INFORMATION NOTED ABOVE IS ACCURATE AND THE WORK IS READY TO PROCEED
SIGNED and DATE _____ CQC MANAGER

12. ON-SITE GOVERNMENT REP. RECOMMENDATION FOR APPROVAL TO EXCAVATE:
 YES NO SIGNATURE AND DATE: _____
Comments: _____
13. AREA ENGINEER APPROVAL TO EXCAVATE:
 APPROVED DENIED SIGNATURE AND DATE: _____
Comments: _____
14. CHIEF, _____ DIVISION APPROVAL TO EXCAVATE:
 APPROVED DENIED SIGNATURE AND DATE: _____
Comments: _____

SUBMITTAL REGISTER

(ER 415-1-10)

CONTRACT NO.

TITLE AND LOCATION

CONTRACTOR

SPECIFICATION SECTION

Warrensville Road, Loyalsock, PA

01010

ACTIVITY NO	TRANS-MITTAL NO.	ITEM NO	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL											CLASSIFICATION		CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS
					DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	O & M	INFORMATION	GOVERNMENT	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE	DATE	
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
			1.1.1	PROGRESS SCHEDULE			X								X	X	AR									
			1.1.2	TITLE EVIDENCE	X										X											
			1.1.3	PURCHASE ORDERS	X										X											
			1.1.5	PHOTOGRAPHS									X		X											
			1.2.10h	RISK ASSESSMENT				X							X											
			1.2.12.1	TRAFFIC CONTROL PLAN	X										X	X	AR									
			1.2.14.3	SURVEY NOTES & RECORDS									X		X		AR									
			1.3.3a	LANGUAGE CERTIFICATE							X				X											
			1.3.3a	SAFETY SUPERVISOR	X										X											
			1.3.3b(1)	ACCIDENT PREVENTION PLAN	X										X	X	AR									
			1.3.3b(2)	ACTIVITY HAZARD ANALYSIS	X										X											
			1.3.3.c(1)	OUTLINE REPORT					X						X											
			1.3.4.2a	OSHA LOG									X		X											
			1.5.5	SUBMITTAL REGISTER			X								X	X	AR									
			1.5.5	DISKETTE	X										X											
			1.7.2	PROGRESS PRINTS		X									X	X	AR									
			1.7.4	FINAL PRINTS		X									X	X	AR									
			1.8.4.3	FIELD OFFICE/STORAGE PLAN	X	X									X	X	AR									

SUBMITTAL REGISTER

(ER 415-1-10)

CONTRACT NO.

TITLE AND LOCATION

CONTRACTOR

SPECIFICATION SECTION

Warrensville Road, Loyalsock, PA

01459

ACTIVITY NO	TRANS-MITTAL NO.	ITEM NO	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSIFICATION		CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS	
					DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	O & M	INFORMATION ONLY	GOVERNMENT	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE		DATE
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
			1.3	CQC PLAN	X											X	AR									
			1.3	CQC PLAN			X									X	AR									
			1.3	CQC PLAN				X								X	AR									
			1.3	CHANGE NOTIFICATION					X						X											
			1.3	PHASE NOTIFICATION					X						X		AR									
			1.3	PUNCHLIST					X						X		AR									
			1.3	CQC PLAN						X						X	AR									
			1.3	REQUEST						X						X	AR									
			1.3	TESTS						X					X		AR									
			1.3	TEST REPORTS						X					X		AR									
			1.3	CQC PLAN										X		X	AR									
			1.3	CQC MANAGER QUALIFICATIONS										X		X	AR									
			1.3	CQC MANAGER QUALIFICATIONS									X			X	AR									
			1.3	CQC PLAN										X		X	AR									
			1.3	MINUTES										X	X		AR									
			1.3	CQC MANAGER QUALIFICATIONS										X	X		AR									
			1.3	TEST PERFORMED										X	X		AR									
			1.3	QC RECORDS										X		X	AR									

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | | | |
|------|--|-------|---|
| A -- | Approved as submitted. | E -- | Disapproved (See attached). |
| B -- | Approved, except as noted on drawings. | F -- | Receipt acknowledged. |
| C -- | Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX -- | Receipt acknowledged, does not comply
as noted with contract requirements. |
| D -- | Will be returned by separate correspondence. | G -- | Other (Specify) |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

**RECORD DRAWING AS-BUILT
XYZ CONTRACTOR**

Plate: 1
Sheet Number: T-1

FT. INDIANTOWN GAP PENNSYLVANIA
EQUIPMENT CONCENTRATION SITE
COVER SHEET

U.S. ARMY ENGINEER DISTRICT, BALTIMORE CORPS OF ENGINEERS BALTIMORE, MARYLAND	Designed by:		Date: JAN 2001	Rev.
	Dwn by:	Ckd by:	Design file no.	
A/E FIRM/CONTRACTOR 3 LINES PROVIDED OR LOGO	Reviewed by:		Drawing Number: F-XXX-XX-XX	
	Submitted by: Chief, Branch		File name: FILENAME Plot date: 12/25/00 Plot scale: 1=1	

Mark	Description	Date	Appr.	Mark	Description	Date	Appr.
	AS-BUILT	10 SEP 02					
3	REVISED SECTION A-A AND C-C	5 JAN 01	A.E. D.P.				
2	REVISED PER AMENDMENT NO. 2	30 DEC 00	A.E. D.P.				
1	REVISED PER AMENDMENT NO. 1	25 DEC 00	A.E. D.P.				

SECTION 01111

SCOPE OF DESIGN AND CONSTRUCT SERVICES WARRENSVILLE ROAD - LOYALSOCK CREEK SECTION 14, LOYALSOCK TWP. , LYCOMING COUNTY, PENNSYLVANIA

A) **BACKGROUND:**

Approximately 1500 linear feet of streambank shows signs of erosion and as a result, Warrensville Road, and an existing sanitary sewer line are threatened. The purpose of this work is to provide final design and construction for this streambank protection project.

B) **GENERAL DESCRIPTION OF WORK:**

The work under this delivery order includes all services, equipment, labor and materials required to complete designs, including the confirmation of design stone size throughout the project reach, designing of access and staging areas, identifying and obtaining all permits, and construction of the project. A professional engineer licensed in the state of Pennsylvania shall perform all work. This effort also includes attending one public meeting (if needed), coordinating with, and attending meetings with the District and the local sponsor.

The area identified for restoration is along the west bank (right bank looking downstream) of Loyalsock Creek starting approximately 1500-ft upstream of the I-180 bridge, between Williamsport and Montoursville, PA, and extending approximately 1500 feet upstream, near the confluence with the Mill Creek. See attached Draft Plans.

Draft Plans: The Draft Plans provided by the COE consist of typical cross sections and project layout for the stream bank protection and sanitary sewer line protection. The project design approach and estimated associated cost as depicted on these Draft Plans is acceptable to the COE and Local Sponsor. At the Contractors discretion these draft plans may be fully developed used by the Contractor for construction, or the Contractor may elect to modify the Draft Plans, or propose an alternative solution for the project.

C) **DESIGN CONSTRUCTION SERVICES:**

The Contractor is responsible for all services, materials, and labor necessary to complete design and construct the project described in the paragraphs above. Design documents will be of sufficient detail to allow the Government to verify the Contractor's proposed design and construction cost. Refer to the Instructions for the Designer for general requirements (Section 01220). Specific tasks include, but are not limited to:

1. Kickoff Meeting and Field Investigations: The Contractor shall take part in a kick off meeting (TBD). This meeting will be scheduled prior to the site visits. The Contractor shall visit the site to determine existing and planned future conditions affecting the project design, and obtain necessary dimensional, utility, physical, and functional data. NOTE: The Contractor will advise the Government immediately if any hazardous material or situations are observed during the field investigations. Within one week of the initial meeting, prepare and submit minutes to document the results of the meeting, including a detailed schedule that clearly shows how the work shall be accomplished to meet the milestone periods of the study.

2. Topographic Mapping: Topographic mapping and cross-sections for the site has been performed and will be provided to the Contractor. Any additional survey work required for the project or that the Contractor chooses to obtain will be the sole responsibility of the Contractor.
3. Draft 90% Plans and Specifications for Review: The draft submission shall consist of 90% drawings, marked (hand or graphic highlighting) specifications, design analysis, calculations, list of all permits to be obtained, bar chart schedule supporting the estimated design construction schedule. COE guide specs shall be used. If SPECSINTACT software is being used, at the Contractor's choice specifications can be edited on screen and submitted along with SPECSINTACT-generated submittal registers (see below)
4. 95% Final Design for Review: The final submission shall consist of the revised drawings, revised (marked, typed or SPECSINTACT generated) specifications, submittal register (marked, typed or SPECSINTACT generated), a status list of all permits either already obtained or to be obtained by the Contractor, updated bar chart of estimated construction schedule, and responses to previous review comments.
5. 100% Backcheck Submittal: The backcheck submission shall consist of the completed drawings, final typed specifications and final typed submittal register, a status list of all permits either already obtained or to be obtained by the Contractor, updated bar chart of estimated construction schedule, responses to previous review comments. Approval of this design submission will be the basis for issuance of a Notice to Proceed (NTP) for construction activity. All permits must be obtained by the end of the design action. Note that construction cannot begin until all Real Estate has been obtained by the Government and Sponsor.
6. Project Meetings. The Contractor will participate in the kick-off meeting and up to two (2) on-board review/progress meetings. At these progress meetings, the Contractor shall present the status for each design and answer any questions the District or Sponsor may have. These meetings may be at the District office in Baltimore, MD or near the study site in Lycoming County, PA. The Contractor shall also prepare minutes of all design meetings and submit them to the design manager within 5 calendar days of the meeting.
7. Environmental Compliance and Permits: During the performance of this contract, the work must comply with all federal, state, and local environmental laws, regulations, and standards. This work is to also be in accordance with Corps guidance and constraints previously provided. The Contractor is responsible to obtain all necessary local, State, and Federal permits required for construction, including, but not limited to, Erosion and Sediment Control and Stream Encroachment. The Contractor will prepare all permit applications and make all necessary permit submittals. The Contractor shall provide the following information to the Government with the first submittal:
 - a. Permitting authorities;
 - b. Type of permit required (construction/operating);
 - c. Procedure and time necessary to complete the permit application;
 - d. Fees required;
 - e. If variance is required, describe procedures on how it will be obtained. If a permit is not required, furnish reasons and supporting justification (cite appropriate regulations); and
 - f. If variance is required, describe procedures on how it will be obtained. If a permit is not required, furnish reasons and supporting justification (cite appropriate regulations); and

- g. If an operating permit is required, evaluate all state and/or local regulations to determine if monitoring devices are needed.
8. Construction: Construct the project in accordance with this scope of work and in accordance with all approved specifications, drawings, permits, and approvals. In addition, the Government and Sponsor must have all real estate before construction can commence.

E: DESIGN CRITERIA:

Work is to be accomplished within the following criteria:

General:

1. All work will be performed within the footprints provided by the COE in the draft plans. Unless otherwise modified and agreed to by the COE and Sponsor.
2. The Contractor will provide information demonstrating the expertise of the personnel selected to do the actual construction/installation of materials.
3. Jurisdictional wetlands are within the project area. The Contractor is to develop final plans that minimize the impact to the wetland throughout the project area. This work may include minor shift in the location of the proposed berm and minimizing the width of the access to the site.
4. Design analyses are to be performed in accordance with applicable Corps of Engineers Engineering Manuals (EMs), Engineering Regulations (ERs), and Engineering Technical Letters (ETLs).

Geotechnical:

1. Quarry records shall be obtained by the Contractor and provided to the Government for approval.
2. The stone shall meet all applicable criteria for size (gradation) and quality as specified in the latest issue of the Commonwealth of Pennsylvania, Department of Transportation, Publication 408.
3. The contractor shall note on the plans that a determination is to be made in the field once excavation is accomplished and provide appropriate geotextile where necessary.

Civil:

1. The Contractor will determine all permits necessary from Federal, state and local agencies and will obtain all such permits prior to construction.
2. The Contractor will determine the need for plantings and seeding for stabilizing any areas disturbed during construction.
3. Engineering designs should be in accordance with ER 1110-2-1150 (Engineering and Design for Civil Work Projects), which describes the engineering responsibilities and procedures during design.
4. Plans and Specifications should be in accordance with ER 1110-2-1200 (Plans and Specifications for Civil Works Projects), which describes the responsibilities and procedures for developing Plans and Specifications and for review, approval, and distribution of these documents. Use the government furnished survey mapping, supplemented with additional survey work as needed. Plans should include plan view (not to exceed 1"=30'), typical sections/details, cross-sections, planting plans, and erosion & sediment control plans.
5. Include researching of utility records and fieldwork necessary to accurately locate all utilities on the plans.
6. Include all work necessary to document the presence or absence of existing wetlands.

7. Obtain and include documented approvals from all utility companies and public works departments within the project limits.

H&H:

1. The contractor will confirm the stone size provided in the Corps prepared drawings.
2. Hydraulic designs shall conform to all applicable Corps Engineering Manuals (EM's), Engineering Regulations (ER's), Engineering Technical Letters (ETL's), and other design guidance.

F. DELIVERABLES & SCHEDULE: All reviews and comments will be done in Dr. Checks. Performance time is estimated to be 273 days.

1. Work Schedule: Within five (5) days of the kick off meeting, the Contractor shall submit a work schedule for the work to be accomplished.
2. Draft (90%) Submittal: Within thirty (30) days of the Notice to Proceed, the Contractor shall submit draft designs. The Contractor should also prepare of list of permits required for construction.
3. Government Review: The Government will provide review comments to the Contractor within 20 calendar days of the receipt of the draft submittal. At this time a progress meeting may also be schedule to review and discuss the proposed designs. This meeting may be held via conference call.
4. 95% Submittal: Within 20 calendar days of the receipt of the Government review.
5. Government Review: The Government will provide review comments to the Contractor within ten (10) calendar days of receipt of the 95% submittal.
6. Backcheck (100%) Submittal: Within 20 days of the receipt of the government review. In the event the Contractor has not made the corrections required by design review comments but has not taken exception to compliance in the comment response, the Contractor assumes a special liability and shall be responsible to prepare and deliver the design corrections to the government in a very compressed time frame.
7. Notice to Proceed to Construct : Subject to the approval of the final design by the Government and the approval of all necessary permits This NTP is also dependent on the ability of the Government to obtain all necessary Real Estate easements required for this project

SUBMITTAL ADDRESSES:

Submittals shall be sent in accordance with the attached Reviewers Distribution List:

POINTS OF CONTACT:

Baltimore District Design Team Leader:

Ms. Leslie Flanagan

Phone: (410) 962-6142

Facsimile Copier: (410) 962-0916 or 0917

Contracting Officer's Representative:

Allegheny Resident Office

120 Hollidaysburg, Plaza

Duncanville, PA 16635

Phone: (814) 696-4735

GOVERNMENT FURNISHED MATERIAL:

1. Topographic Mapping
2. Review Distribution List
3. Draft plans, layouts, and cross sections.

*****END*****

SECTION 01459

CONTRACTOR QUALITY CONTROL for DESIGN BUILD

PART 1 GENERAL

1.1 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Price Schedule.

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Part 1.5, Submittals, of Section 01010 SPECIAL CLAUSES:

SD-01 Data

CQC Plan; G AR.

Identifies personnel, procedures, control, instructions, test, records, and forms to be used.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 CQC PLAN

3.2.1 General

The Contract shall furnish for review by the government, not later than 10 days after Notice to Proceed, the Contractor Quality Control Plan for the design portion of the contract. The professional quality, technical accuracy and the coordination of all design documents and other services to be provided by the prime Contractor and subcontractor/consultants of major importance. A logical and functional quality control program requiring technical and interdisciplinary reviews to eliminate errors and deficiencies in the design documents is required. As a minimum, the design Quality Control Plan will address the following elements:

3.2.1.1 Submittals

List submittals required, dates for submittal, dates for completion of Government review and products required to be submitted.

3.2.1.2 Designer or Engineer of Record (EOR)

The registered professional ultimately responsible and liable for adequacy and safety of the design. EOR signature is required on all shop drawings.

3.2.2 Design Quality Control (DQC) Plan

The Contractor's DQC Plan shall provide and maintain an effective quality control program which will assure that all services required by this design-build contract are performed and provided in a manner that meets

professional architectural and engineering quality standards. As a minimum, all documents shall be technically reviewed by competent, independent reviewers identified in the DQC Plan. The same element that produced the product shall not perform the independent technical review (ITR).

The Contractor shall include the design schedule in the master project schedule, showing the sequence of events involved in carrying out the project tasks within the specific contract period. This should be at a detailed level of scheduling sufficient to identify all major tasks including those that control the flow of work. The schedule shall include review and correction periods associated with each item. This should be a forward planning as well as a project monitoring tool. The schedule reflects calendar days and not dates for each activity. If the schedule is changed, the Contractor shall submit a revised schedule reflecting the change within seven calendar days. These completed checklists shall be submitted at each design phase as part of the project documentation. Example checklists can be found in ER 1110-1-12.

The DQC Plan shall be implemented by an assigned person with the Contractor's organization who has the responsibility of being present during the times work is in progress, and shall be cognizant of and assure that all documents on the project have been coordinated. This individual shall be a person who has verifiable engineering design experience and is a registered professional engineer or person with 5 years experience in similar work. Contractor shall notify the Contracting Officer, in writing, of the name of the individual and the name of an alternate person assigned to the position. The Contracting Officer will notify the Contractor, in writing, of the acceptance of the DQC Plan. After acceptance, any changes proposed by the Contractor are subject to the acceptance of the Contracting Officer.

3.2.3 Quality Control Plan - Construction

3.2.3.1 General

The Contractor shall furnish for review by the Government, not later than 15 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan for the construction portion of the project proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.4 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Part 1.5, Submittals, of Section 01010 SPECIAL CLAUSES.
- d. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- e. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests

including documentation.

- f. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.5 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.6 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 QUALITY CONTROL ORGANIZATION

3.3.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.3.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 3 years construction experience on construction similar to this contract or a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.3.3 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.4 SUBMITTALS

Submittals, if needed, shall be made as specified in Part 1.5, Submittals, of Section 01010 SPECIAL CLAUSES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.5 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.5.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.5.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 72 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.5.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.5.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.6 COMPLETION INSPECTION

3.6.1 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel may also be in attendance. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.7 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.

- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.8 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.9 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

Contractor's Name:	_____
Address:	_____ _____
Phone Number:	_____

CONSTRUCTION QUALITY CONTROL REPORT

PROJECT NAME: _____
 LOCATION: _____ DATE: _____
 CONTRACT NUMBER: _____ REPORT NO.: _____

SUPERINTENDENT: _____			
TYPE OF WORKERS	NUMBER	TYPES OF CONSTRUCTION EQUIPMENT ON SITE	NUMBER
SUBCONTRACTORS			
COMPANY	RESPONSIBILITY	FOREMAN	NO. OF WORKERS
TOTALS			
NO. OF WORKERS TODAY	MANHOURS TODAY	MANHOURS FOR THIS PERIOD	
CONTRACT MATERIALS AND EQUIPMENT DELIVERED TO SITE:			
WEATHER: _____ SITE CONDITIONS: _____			
DID A DELAY OR WORK STOPPAGE OCCUR TODAY? _____ IF YES, EXPLAIN.			
HAS ANYTHING DEVELOPED IN THE WORK WHICH MAY LEAD TO A CHANGE OR FINDING OF FACT? _____ IF YES, EXPLAIN.			

DESCRIPTION OF ALL WORK PERFORMED TODAY
(LIST BY DEFINABLE FEATURES OF WORK)

PREPARATORY INSPECTION:

LIST ALL INSPECTIONS BY SUBJECT AND SPECIFICATION LOCATION.
ATTACH MINUTES OF MEETING AND LIST OF ALL ATTENDEES.

HAVE ALL REQUIRED SUBMITTALS AND SAMPLES OF CONSTRUCTION BEEN
APPROVED.

DO THE MATERIALS AND EQUIPMENT TO BE USED CONFORM TO THE SUBMITTALS?

HAS ALL PRELIMINARY WORK BEEN INSPECTED, TESTED, AND COMPLETED?

TEST REQUIRED AND INSPECTION TECHNIQUES TO BE EXECUTED TO PROVE
CONTRACT COMPLIANCE (INCLUDE BOTH EXPECTED AND ACTUAL RESULTS)

HAS A PHASE HAZARD ANALYSIS BEEN PERFORMED?

COMMENTS AND DEFICIENCIES NOTED AND CORRECTIVE ACTIONS TAKEN:

ALL INSTRUCTIONS RECEIVED FROM QA PERSONNEL AND ACTIONS TAKEN:

JOB SAFETY (INCLUDE MEETINGS HELD AND DEFICIENCIES NOTED WITH
CORRECTIVE ACTIONS):

INITIAL INSPECTION:

LIST ALL INSPECTIONS BY SUBJECT AND SPECIFICATION LOCATION.
COMMENTS AND/OR DEFICIENCIES NOTED AND CORRECTIVE ACTION TAKEN:

FOLLOW-UP INSPECTION:

LIST ALL INSPECTIONS BY SUBJECT AND SPECIFICATION LOCATION.
COMMENTS AND/OR DEFICIENCIES NOTED AND CORRECTIVE ACTION TAKEN.

SIGNATURE: _____
QUALITY CONTROL REPRESENTATIVE/MANAGER

THE ABOVE REPORT IS COMPLETE AND CORRECT. ALL MATERIALS AND
EQUIPMENT USED AND ALL WORK PERFORMED DURING THIS REPORTING PERIOD
ARE IN COMPLIANCE WITH THE CONTRACT SPECIFICATIONS, AND SUBMITTALS,
EXCEPT AS NOTED ABOVE.

SIGNATURE: _____
CONTRACTOR'S APPROVED AUTHORIZED REPRESENTATIVE