IFB NO. W912P826BA068

US Army Corps
of Engineers ®
New Orleans District

Calcasieu River and Pass Dredged Material Management Plan

CDF-22 Degrading

Cameron Parish, LA

Construction Solicitation
And Specifications

12 August 2026

ED 26-021

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT
7400 LEAKE AVE
NEW ORLEANS, LA 70118-3651

SOLICITATION: W912P826BA068 12 August 2026

FOR: Calcasieu River and Pass, Dredged Material Management Plan, CDF-22 Degrading, Cameron Parish, LA

TO OPEN: By Electronic Bid on 10 September 2026 at 11AM Local Time

Prospective contractors must register in the System for Award Management (SAM). See FAR Clause 52.204-7 for required information. The website for SAM is https://www.sam.gov. As of April 4, 2022, the Federal Government has stopped using the DUNS Number as a unique identifier for entities and switched to a Unique Entity ID generated by SAM.gov. In addition, entities with DUNS Numbers but no SAM.gov registration have been able to get Unique Entity IDs without registering in SAM.gov since October 2021. NOTE: The DUNS Number is no longer used in SAM.gov, eSRS, FSRS, FPDS, CPARS, or FAPIIS.

BIDDERS MUST PROVIDE FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION AND ITS ATTACHMENTS. THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS IS PRESCRIBED IN 18 U.S.C. 1001. (FAR 52.214-4 APR 1984)

DESCRIPTION AND MAGNITUDE OF WORK: The work consists of degradation of selected upland confined disposal area 22 along the Calcasieu Ship Channel which entails: clearing and grubbing, excavation, placement of borrow material on the existing CDF and foreshore disposal area on the channel side to the required grade, and all operations incidental thereto; all as shown on the drawings.

CAUTION TO BIDDERS: ***In delivery of hand-carried bids, bidders are cautioned to allow sufficient time for delays which may be encountered as a result of frequent trains which are subject to block all access roads to place of bid opening for various lengths of time. Such delays DO NOT permit acceptance or consideration of late bids.***

NOTE: ALL WORK UNDER THESE SPECIFICATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF EM 385-1-1 "CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL", DATED 15 MARCH 2024.

ATTENTION: Contractors must complete, and submit with their bid, the provisions located in Section 00 45 00. A bidder may also submit, in lieu of the completed Section 00 45 00, a complete copy of their Online Representations and Certifications from SAM.gov with an expiration date on or after the date of award.

ALL INQUIRIES REGARDING THIS SOLICITATION SHOULD BE MADE TO THE FOLLOWING:

NAKIEA B. BUTLER
CONTRACT SPECIALIST
U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT

E-MAIL: NAKIEA.B.BUTLER@USACE.ARMY.MIL
Phone: (504) 862-1772

CHRISTOPHER NUCCIO
CONTRACTING OFFICER
U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT
E-MAIL: CHRISTOPHER.L.NUCCIO@USACE.ARMY.MIL

NOTE: FOR THE MOST PROMPT RESPONSE, PLEASE SEND ALL QUESTIONS VIA EMAIL. ALL QUESTONS MUST CONTAIN THE SOLICITAION NUMBER IN THE SUBJECT LINE.

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SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912P826BA068	[X] SEALED BID *(IFB)* [ ] NEGOTIATED *(RFP)*	08/12/2026	

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		ED 26-021

7. ISSUED BY CODE	8. ADDRESS OFFER TO
U.S. Army Corps of Engineer New Orleans District 7400 Leake Avenue NewOrleans, LA 70118-3651	U.S. Army Corps of Engineer, New Orleans ATTN: CEMVN-CT 7400 Leake Avenue, Room 172 New Orleans, LA 70118

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Nakiea Butler	504-862-1772

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

Calcasieu River and Pass, Dredged Material Management Plan, CDF-22 Degrading, Cameron Parish, LA (ED 26-021)

This is a Small Business Set Aside procurement.

DESCRIPTION AND MAGNITUDE OF WORK: The work consists of degradation of selected upland confined disposal area 22 along the Calcasieu Ship Channel which entails: clearing and grubbing, excavation, placement of borrow material on the existing CDF and foreshore disposal area on the channel side to the required grade, and all operations incidental thereto; all as shown on the drawings.

The estimated value of this work is between $10,000,000.00 and $25,000,000.00.

11. The contractor shall begin performance within 10 calendar days and complete it within 224 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [X] mandatory [ ] negotiable. *(See _____).*

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
[X] YES [ ] NO	5

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 10:00AM *(hour)* local time 09/10/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee [X] is, [ ] is not required.

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

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

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20b. SIGNATURE	20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY Lafayette Area Office, U.S. Army Corps of Engineers 100 Asma Blvs, Suite 300 Lafayette, LA 70508	27. PAYMENT WILL BE MADE BY U.S. Army Corps of Engineers Finance Center 5722 Integrity Drive Millington, TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

SECTION 00 10 00 – BIDDING SCHEDULE

Calcasieu River and Pass
Dredged Material Management Plan
CDF-22 Degrading
Cameron Parish, LA

Item	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Estimated Amount
0001	Mobilization and Demobilization	1	JOB		
0002	Clearing and Grubbing	1	JOB		
0003	Excavation	1,220,000	CY		
0004	Bird Nesting Prevention and Avoidance Measures	30	DAY		
				TOTAL BASE WORK:	$

**The unit "JOB" as used in this Bidding Schedule is synonymous with the term "Lump Sum" used elsewhere within these plans and specifications.

Award will be made as a whole to one bidder.

NOTE 1: Bidders shall furnish unit prices for each item listed in the Schedule requiring a unit price. If the bidder fails to insert a unit price in the appropriate blank for required item(s), but does furnish an extended total, or an estimated amount for such item(s), the Government shall deem the unit price to be the quotient obtained by dividing the extended amount for that line item by the quantity. IF A BIDDER OMITS BOTH THE UNIT PRICE AND THE EXTENDED TOTAL OR ESTIMATED AMOUNT FOR ANY ITEM, ITS BID SHALL BE DECLARED NON-RESPONSIVE AND THEREFORE INELIGIBLE FOR AWARD.

NOTE 2: Any bid may be rejected if the Contracting Officer determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only total price of bid, but the price for individual line items as well. Any bid may be rejected if the prices for any line items or sub line items are materially unbalanced (See RFO 14.306-3, Rejection of Individual Bids).

NOTE 3: THE NOTICE TO PROCEED (NTP): The successful bidder is advised that performance and payment bonds shall be submitted in accordance with the time frame in block 12B of SF 1442. The NTP will be issued immediately after verification of acceptable performance and payment bonds. Within seven (7) days after issuance of the NTP, the Contractor shall initiate a meeting to discuss the submittal process with the Area or Resident Engineer or his authorized representative. Physical work cannot start until the Accident Prevention Plan, Contractor Quality Control Plan, and other submittals which may be required, have been submitted and approved and all preliminary meetings called for under the contract, have been conducted.

NOTE 4: RAPID VENDOR PAYMENT: Web based instructions for the submission of invoices;

http://www.mvn.usace.army.mil/BusinessWithUs/Contracting/RapidVendorPayment.aspx

Bid Bond (See Instructions on Page 3)	Date Bond Executed (Must Not Be Later Than Bid Opening Date)	**OMB Control Number: 9000-0001** **Expiration Date: 1/31/2027**

Principal (Legal Name And Business Address)	Type Of Organization ("X" One) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other (Specify)
	State Of Incorporation

Surety(ies) (Name And Business Address)

Penal Sum Of Bond					Bid Identification	
Percent Of Bid Price	Amount Not To Exceed				Bid Date	Invitation Number
	Million(s)	Thousand(s)	Hundred(s)	Cents	For (Construction, Supplies Or Services)	

Obligation:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the Surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal

Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1.	2.	3.	

Individual Surety(ies)

Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1.	2.

Corporate Surety(ies)

Surety A	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety B	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety C	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety D	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Surety E	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety F	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety G	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

Section 00 21 00 - Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation 2026-O0038)	2026-02		
52.214-6	Explanation to Prospective Bidders.	1984-04		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)	2026-02		
52.214-12	Preparation of Bids.	1984-04		
52.214-34	Submission of Offers in the English Language.	1991-04		
52.214-35	Submission of Offers in U.S. Currency.	1991-04		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work. (Deviation 2026-O0038)	2026-02		

52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	2014-05
52.232-13	Notice of Progress Payments.	1984-04
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	2023-01		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.216-1	Type of Contract. (Deviation 2026-O0038)	2026-02		

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a _firm fixed price_ contract resulting from this solicitation.

(End of provision)

52.228-1 Bid Guarantee. 1996-09

Bid Guarantee (Sept 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be _twenty (20%)_ percent of the bid price or $3,000,000.00_, whichever is less.

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

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

(End of clause)

52.252-1	Solicitation Provisions Incorporated by Reference.	1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

_www.acquisition.gov____

(End of provision)

52.252-3	Alterations in Solicitation.	1984-04

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

____ ____ ____

(End of clause)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.215-7012	Requirements for Submission of Proposals via Electronic Media.	2018-01		

REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018)

The Offeror shall submit the cost portion of the proposal via the following electronic media: ____ [Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]

(End of provision)

SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The Section 00 72 00 – GENERAL CONDITIONS, entitled DIFFERING SITE CONDITIONS (52.236-2), and Section 00 72 00 GENERAL CONDITIONS, entitled SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK (52.236-3), will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: William Kiddy, P.E.

Address: 100 Asma Blvd, Suite 300, Lafayette, LA 70508

Telephone: 337-291-3009

(End of Provision)

INSTRUCTION TO BIDDERS

SOLICITATION NUMBER: W912P826BA068

NOTE: BIDDERS MAY SUBMIT BIDS BY ONLY ONE METHOD: A) ELECTRONIC COMMERCE (EMAIL) OR BY 2) PHYSICAL SUBMISSION. BIDDERS SHALL LIMIT THE BID SUBMITTAL TO ONE OPTION OR THE OTHER, NOT BOTH:

Electronic Submission of Bids/Proposals (Email):
The New Orleans District utilizes electronic commerce (Email) for receipt of electronic bids under this IFB solicitation. To submit an electronic commerce (Email) bid please follow these steps:
1. Send an email containing your name, email address and bid/proposal to the following emails associated with the IFB (MUST include all emails):
Contracting Officer – Mr. Christopher Nuccio. email: Christopher.Nuccio@usace.army.mil

Contract Specialist – Ms. Nakiea Butler, email: Nakiea.B.Butler@usace.army.mil

2. ALL BIDS SUBMITTED BY EMAIL MUST CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE.

3. Once the agency receives your bid/proposal at the above email addresses, you will then receive a confirmation email stating your bid/proposal was received. If a bidder does not receive a reply acknowledging receipt electronically from the New Orleans District, it is incumbent upon the bidder to seek confirmation from the issuing Contracting office by phone.

Note: The size limit for incoming emails is 35MB. Any bid/proposal over this size may not be accepted by the server and will constitute the bid not being received timely. Please note that embedded links, URLs, and other html language included may interfere with the USACE server security, which may cause emails to be removed prior to being received by the contracting office. Bidders are advised to refrain from including external links, embedded links, URLs, and other html language not germane to the proposal/bid. Please note it is a bidder's responsibility, when transmitting its bid electronically, to ensure the receipt of its bid to the proper designee at the proper time. See RFO FAR 14.301(f)(1)(ii)(A) regarding untimely electronic bids. Please note, MVN's computer system firewall may cause a delay in receipt of emails, so be sure to allow ample time for possible delay. If your email would exceed 35MB you can use one of the following methods as a work-around:

- Use .zip files as attachments. Combine multiple files into a .zip file to compress file size prior to adding as an email attachment.
- Send multiple emails. Label each email with same subject line and indicate number of emails. For example: Smith Construction W912P826BXXXX (1 of 2) Smith Construction W912P826BXXXX (2 of 2).

Physical Submission of Bids:
Bidders may submit their bids by hand carrying or express mail to the New Orleans District Contracting Office in Room 172. Bidders are advised to allow adequate time to ensure timely submission of its bid. Traffic onto the New Orleans District campus may be delayed by trains blocking the entrance or security either at the gate and/or inside of the building. Express delivery may be utilized but it is incumbent upon the bidder to ensure bid delivery time and date is before the receipt of bid cutoff time. See FAR 14.304(b)(1)(ii) and (c).

In accordance with current Security procedures at the District, any bidder hand carrying bids must notify the contract specialist and contracting officer no later than the day before the bid opening via email that they intend to submit their bid in person. Security will be notified of the expected time of the visit. For this bid opening, please notify:

Contracting Officer – Mr. Christopher Nuccio, email: Christopher.Nuccio@usace.army.mil

Contract Specialist – Ms. Nakiea Butler, email: Nakiea.B.Butler@usace.army.mil

Bid Opening:

The Bid Opening is currently scheduled for Thursday, September 10, 2026, at 11:00AM Local Time. The Contracting Officer and Contract Specialist will begin downloading bids at 10:00 AM Local Time, which is the bid receipt cutoff time. All bids received after 10:00 AM Local Time on Thursday, September 10, 2026, will be considered late.

Audio Teleconference Bid Opening Information:

Bid Opening will be held on Thursday, September 10, 2026, at 11:00AM Local Time. Please use the following call-in information to attend the meeting:

Microsoft Teams meeting
Join: https://dod.teams.microsoft.us/meet/993757253160?p=PQ2WH3auznnGssmVTz
Meeting ID: 993 757 253 160
Passcode: v8zQ73VG

Dial in by phone
+1 601-262-2433,,456570972# United States, Vicksburg
Phone conference ID: 456 570 972#

Following the conclusion of the bid opening, in accordance with RFO FAR 14.303(h), abstract of offers for unclassified acquisitions must be available for public inspection via SAM.gov, within 24 hours.

Bid Bonds (Offer Guarantee) should be submitted electronically with the Bid Package.

INSTRUCTION TO BIDDERS
QUESTIONS AND ANSWERS
VIA PROJNET

ALL SUBMITTED QUESTIONS FOR THIS PROJECT AND THE ANSWERS PROVIDED SHALL BE VIEWED IN BIDDER INQUIRY IN PROJNET AT
(https://www.projnet.org)

Technical inquiries and/or questions relating to this solicitation shall be submitted via Bidder Inquiry in ProjNet at (https://www.projnet.org) No Later Than (NLT) **Wednesday, 26 August 2026, 10:00 AM Local Time**. A subsequent question period will be established prior to the final closing date. To submit or review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. **Emailed inquiries and/or questions will not be accepted.** A prospective vendor who submits a comment /question will receive an acknowledgement of their comment/question via email. Another email to the same address will notify the prospective vendor once the reply is available for viewing.

The Bidder Inquiry Key is**: 2PBQZ3-JZGYG9**

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

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

Section 00 45 00 - Representations and Certifications

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	2024-09		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	2017-01		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	2016-10		
252.225-7055	Representation Regarding Business Operations with the	2022-05		

	Maduro Regime.	
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2022-08
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06
252.232-7016	Notice of Progress Payments or Performance-Based Payments.	2020-04

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.203-2	Certificate of Independent Price Determination.	1985-04		

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

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

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

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

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

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

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

(2)

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

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

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

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

(End of provision)

52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance

and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

52.209-13	Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-	2026-02

O0038)

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-O0038)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

[ ] (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

[ ] (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such

email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.219-2	Equal Low Bids. (Deviation 2026-O0038)	2026-02

Equal Low Bids (Feb 2026) (Deviation 2026-O0038)

(a) This provision applies to small business concerns only.

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

_____ _____

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

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition

of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include

entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.222-7	Withholding of Funds. (Deviation 2026-O0038)	2026-02		
52.225-11	Buy American-Construction Materials under Trade Agreements. (Deviation 2026-O0038) (Alternate I)	2026-02	Alternate I	2026-02
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements. (Alternate II)	2014-05	Alternate II	2023-11
52.236-16	Quantity Surveys. (Alternate I)	2026-02	Alternate I	1984-04
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.226-7003	Drug-Free Work Force.	2024-08		
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-01

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management - Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (g) applies.

[ ] (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

[ ](i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

[ ](ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

[ ](iii) 252.225-7020, Trade Agreements Certificate.

[ ]Use with Alternate I.

[ ](iv) 252.225-7031, Secondary Arab Boycott of Israel.

[ ](v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

[ ]Use with Alternate I.

[ ]Use with Alternate II.

[ ]Use with Alternate III.

[ ]Use with Alternate IV.

[ ]Use with Alternate V.

[ ] (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

[ ] (vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.sam.gov After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
____	____	____	
____	____	____	
____	____	____	
____	____	____	
____	____	____	

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.215-7992	Only One Offer. (DEVIATION 2026-O0048)	2026-03	Deviation 2026-O0048	2026-03

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

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

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

(2) Analysis provided by Public Works and Government Services Canada to the Canadian

Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at 15.404).

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

____

(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

SECTION 00 70 00 – CONDITIONS OF THE CONTRACT

1. PERFORMANCE OF WORK BY THE CONTRACTOR (ARP 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) of the total amount of the work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract, if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

End of Clause

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-10	Reporting Executive Compensation and First-Tier	2026-02		

	Subcontract Awards. (Deviation 2026-O0038)	
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.210-1	Market Research. (Deviation 2026-O0038)	2026-02
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-19	Contract Award-Sealed Bidding-Construction.	1996-08
52.214-26	Audit and Records-Sealed Bidding. (Deviation 2026-O0038)	2026-02
52.214-27	Price Reduction for Defective	2020-06

	Certified Cost or Pricing Data-Modifications-Sealed Bidding.	
52.214-28	Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding. (Deviation 2026-O0038)	2026-02
52.214-29	Order of Precedence-Sealed Bidding.	1986-01
52.219-6	Notice of Total Small Business Set-Aside. (Deviation 2026-O0038)	2026-02
52.219-8	Utilization of Small Business Concerns. (Deviation 2026-O0038)	2026-02
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation. (Deviation 2026-O0038)	2026-02
52.222-6	Construction Wage Rate Requirements. (Deviation 2026-O0038)	2026-02
52.222-8	Payrolls and Basic Records. (Deviation 2026-O0038)	2026-02
52.222-9	Apprentices and Trainees. (Deviation 2026-O0038)	2026-02
52.222-10	Compliance with Copeland Act Requirements. (Deviation 2026-O0038)	2026-02
52.222-11	Subcontracts (Labor Standards). (Deviation 2026-O0038)	2026-02

52.222-12	Contract Termination-Debarment.	2014-05
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	2014-05
52.222-14	Disputes Concerning Labor Standards. (Deviation 2026-O0038)	2026-02
52.222-15	Certification of Eligibility.	2014-05
52.222-35	Equal Opportunity for Veterans. (Deviation 2026-O0038)	2026-02
52.222-36	Equal Opportunity for Workers with Disabilities. (Deviation 2026-O0038)	2026-02
52.222-37	Employment Reports on Veterans. (Deviation 2026-O0038)	2026-02
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Deviation 2026-O0038)	2026-02
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52.222-62	Paid Sick Leave Under Executive Order 13706. (Deviation 2026-O0038)	2026-02
52.222-90	Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1)	2026-04
52.223-23	Sustainable Products. (Deviation 2026-O0038)	2026-02
52.226-7	Drug-Free Workplace.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.228-2	Additional Bond Security.	1997-10
52.228-11	Individual Surety-Pledge of Assets.	2021-02
52.228-12	Prospective Subcontractor Requests for Bonds.	2022-12
52.228-14	Irrevocable Letter of Credit.	2014-11
52.228-15	Performance and Payment Bonds-Construction.	2020-06
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	2021-02
52.229-3	Federal, State, and Local Taxes.	2026-02
52.232-8	Discounts for Prompt Payment.	2002-02
52.232-15	Progress Payments Not Included.	1984-04

52.232-17	Interest.	2014-05
52.232-23	Assignment of Claims.	2014-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	2026-02
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02

52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	2026-02
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02
52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02
52.236-13	Accident Prevention. (Deviation 2026-O0038)	2026-02
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02
52.236-17	Layout of Work. (Deviation 2026-O0038)	2026-02
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02

52.242-13	Bankruptcy.	1995-07		
52.242-14	Suspension of Work.	1984-04		
52.243-4	Changes. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		
52.246-12	Inspection of Construction.	1996-08		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	2012-04	Alternate I	1996-09
52.249-10	Default (Fixed-Price Construction).	1984-04		
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's	1991-12		

	Representative.	
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12
252.203-7003	Agency Office of the Inspector General.	2019-08
252.203-7004	Display of Hotline Posters.	2023-01
252.204-7003	Control of Government Personnel Work Product.	1992-04
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.222-7006	Restrictions on the Use of	2023-01

	Mandatory Arbitration Agreements.	
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	2023-01
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7004	DoD Progress Payment Rates.	2014-10
252.232-7010	Levies on Contract Payments.	2006-12
252.236-7000	Modification Proposals--Price Breakdown.	1991-12

252.236-7002	Obstruction of Navigable Waterways.	1991-12
252.236-7007	Additive or Deductive Items.	1991-12
252.236-7008	Contract Prices--Bidding Schedules.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-12	Liquidated Damages-Construction.	2000-09		

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of _$4,620.00__ for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.219-14	Limitations on Subcontracting.	2026-02

(Deviation 2026-O0038)

Limitations on Subcontracting (Feb 2026) (Deviation 2026-O0038)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the

prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[*Contracting Officer check as appropriate.*]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28	Postaward Small Business Program Rerepresentation. (Deviation 2026-O0038)	2026-02

Postaward Small Business Program Rerepresentation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document /support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award

Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under ____NAICS Code assigned to ____contract number.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It [ ] is, [ ]

is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [____The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [____Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.225-11	Buy American-Construction Materials under Trade Agreements. (Deviation 2026-O0038)	2026-02

Buy American-Construction Materials under Trade Agreements (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this clause-

Caribbean Basin country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item-

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

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

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

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

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

Cost of components means-

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

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

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means-

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds

60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

_____[Contracting Officer is to list applicable excepted materials or indicate "none"]

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

(i) The cost of domestic construction material would be unreasonable.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) [Reserved]

(3) [Reserved]

(B) For domestic construction material that is a critical item or contains critical components.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) [Reserved]

(3) [Reserved]

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	____	____	____
Domestic construction material.	____	____	____
Item 2:			
Foreign construction material.	____	____	____
Domestic construction material.	____	____	____

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

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

[Include other applicable supporting information.]

(End of clause)

52.229-11 Tax on Certain Foreign Procurements-Notice and 2026-02

Representation. (Deviation 2026-O0038)

Tax on Certain Foreign Procurements-Notice and Representation (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then-

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

52.232-5	Payments under Fixed-Price Construction Contracts.	2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

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

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

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

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

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

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has

been corrected; or

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

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

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

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

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

(End of clause)

52.232-16	Progress Payments. (Deviation 2026-O0038)	2026-02

Progress Payments (Feb 2026) (Deviation 2026-O0038)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of $2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under Federal Acquisition Regulation (FAR) 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than $2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) *Title.*

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) *Property,* as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports, forms, and access to records.*

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.*

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its *Alternate I* for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial product or commercial service financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial product or commercial service purchase that meets the definition and standards for acquisition of commercial products and commercial services in FAR parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be

subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A *contract action* is any action resulting in a contract, as defined in subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the _30th___ [*Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th"*] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.232-32 Performance-Based Payments. 2012-04

Performance-Based Payments (Apr 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ____[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does

not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

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

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

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

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation,

maintenance, logistic support, or Government-furnished property.

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

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

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

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

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

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

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

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

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

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

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

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

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

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

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

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

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

(e) Government action.

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

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

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

(f) Sharing-

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

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

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

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or

estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

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

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

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

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

_www.acquisition.gov

(End of clause)

52.252-4	Alterations in Contract.	1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

____ ____ ____

(End of clause)

52.252-6	Authorized Deviations in Clauses.	2020-11

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any _Defense Federal Acquisition Regulation_(48 CFR _Chapter 2_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date

252.232-7012 Performance-Based Payments-Whole-Contract Basis. 2022-12

PERFORMANCE-BASED PAYMENTS-WHOLE-CONTRACT BASIS (DEC 2022)

(a) Performance-based payments shall form the basis for the contract financing payments provided under this contract, and shall apply to the whole contract. The performance-based payments schedule (Contract Attachment ____) describes the basis for payment, to include identification of the individual payment events, evidence of completion, and amount of payment due upon completion of each event.

(b) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(c)(1) The Contractor shall, in addition to providing the information required by FAR 52.232-32, submit information for all payment requests using the following format:

Current performance-based payment(s) event(s) addressed by this request:

Contractor shall identify-	Amount	Totals
(1a) Negotiated value of all previously completed performance-based payment(s) event(s);	____	____
(1b) Negotiated value of the current performance-based payment(s) event (s);	____	____
(1c) Cumulative negotiated value of performance-based payment(s) events completed to date (1a) + (1b); and	____	____
(2) Total costs incurred to date.	____	____

(2) Incurred cost is determined by the Contractor's accounting books and records, to which the Contractor shall provide access upon request of the Contracting Officer. An acceptable accounting system in accordance with DFARS 252.242-7006 is not required for reporting of incurred costs under this clause. If the Contractor's accounting system is not capable of tracking costs on a job order basis, the Contractor shall provide a realistic approximation of the allocation of incurred costs attributable to this contract in accordance with the Contractor's accounting system. FAR 52.232-32(m) does not require certification of incurred costs.

(d) Security for financing.

(1) Title to the property described in paragraph (f) of the clause at FAR 52.232-32, Performance-Based Payments, is the preferred security for receipt of performance-based payments.

(2)(i) If the Contractor's accounting system is not capable of identifying and tracking through the build cycle the property that is allocable and properly chargeable to this contract, the Contracting Officer may consider acceptance of one or a combination of the following alternative forms of security sufficient to constitute adequate security for the performance-based payments and so specify in the contract, consistent with FAR 32.202-4:

(A) A paramount lien on assets.

(B) An irrevocable letter of credit from a federally insured financial institution.

(C) A bond from a surety, acceptable in accordance with FAR part 28.

(D) A guarantee of repayment from a person or corporation of demonstrated liquid net worth, connected by significant ownership interest to the Contractor.

(E) Title to identified Contractor assets of adequate worth.

(ii) Paragraph (f) of the clause at FAR 52.232-32 does not apply to the extent that the Contractor and the Contracting Officer agree on alternative forms of security. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment will be made under this contract. Upon receipt of adequate security, financing payments will be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(End of clause)

252.236-7001 Contract Drawings and Specifications. 2000-08

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
Calcasieu River and Pass		

Dredged Material Management Plan CDF-22 Degrading Cameron Parish, LA	H-16-48850	G-001 thru G-003 C-101 thru C-115
____	____	____
____	____	____
____	____	____
____	____	____

(End of clause)

252.236-7004 Payment for Mobilization and Demobilization. 1991-12

PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty (60%)_ percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining _forty (40%)_ percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a)(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of-

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1)of this clause is not subject to appeal.

(End of clause)

Section 00 73 00 - Supplementary Conditions

Overall Contract Inspection/Acceptance Locations

Overall Contract Delivery Period

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.232-7006	Wide Area WorkFlow Payment Instructions.	2023-01		

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

____

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2)) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	____
Issue By DoDAAC	____
Admin DoDAAC	____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance

locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

____

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section 00 73 00 - SUPPLEMENTARY CONDITIONS

1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to

(a) Commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed,

(b) Prosecute the work diligently, and

(c) Complete the entire work ready for use not later than 224 calendar days after the date of receipt by him of notice to proceed. The time stated for completion shall include final cleanup of the premises.

End of Condition

2. VARIATION IN ESTIMATED QUANTITY (APR 1984)

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

End of Condition

3. PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of, or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys and borings. Field notes, graphic boring logs, field and laboratory test results, and other data on

which this information is based are available at U.S. Army Engineer District, New Orleans, Corps of Engineers, Attn: CEMVN-ED, 7400 Leake Avenue, New Orleans, LA 70118-3651, and access thereto may be had upon request.

(b) Weather Conditions. Data on weather conditions may be obtained from the National Weather Service.

(c) Transportation Facilities. Floating plant may reach the work site via the Gulf of America or GIWW to the Calcasieu River and connecting waterways. Vehicular plant may reach the work site via Federal, State, and local highways and roads.

(d) Condition of Channel. Depths within the channel are generally adequate for movement of floating plant; however, the Contractor shall verify the required depths. Latest surveys are available to the Contractor and can be found in the following website: www.mvn.usace.army.mil/Missions/Navigation/Channel-Surveys**.** Cross sections and dredging history of the channel are available for inspection at the Corps of Engineers district office in New Orleans.

(e) Channel Traffic. Traffic in the channel consists of tugs, heavy barge tows, ocean going vessels, LNG and LPG tankers, and small boats. The US Coast Guard has issued special regulations concerning the passage of LPG tankers. Information regarding the special regulations may be obtained from the Supervisor of Coast Guard Marine Safety Detachment, Lake Charles, LA., at telephone: (337) 491-7800.

(f) Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor shall conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other markers placed by him/her under the contract in navigable water or on shore.

(g) Real time stage hydrograph data obtained for the Calcasieu River at Hackberry (gage# 73600), and at Mile 33.3 (gage# 73550), may be obtained from the New Orleans District Website at:

http://rivergages.mvr.usace.army.mil/WaterControl/new/layout.cfm

(h) The Contractor is responsible for keeping streets free of mud, tracking, spillage and/or other surface pollution from his equipment and operations. The Contractor shall take whatever means required (i.e., street cleaners, manual labor, water trucks with sprayers) as often as needed to maintain clean streets near the work site. All debris resulting from street cleaning operations shall be hauled off-site and disposed of properly.

(i) Estimates of quantities involved in certain items of work for which bids are being solicited on a job basis have been made for the use of the Government. Copies of these quantity estimates may be viewed/obtained by contacting the Contract Specialist for this contract, same address as stated in subparagraph (a) above. It is expressly understood that the accuracy of these estimates is in no way warranted and that the furnishing of this information to a bidder will not relieve him of his responsibility to estimate the quantities involved.

End of Condition

Special Contract Requirements:
1) FAR provision 52.229-11 and FAR clause 52.229-12

FAR provision 52.229-11 and FAR clause 52.229-12 are included in this solicitation. This provision and clause concern the imposition of a 2 percent Federal excise tax withholding on any resultant contract award or payment request. This rule applies to Federal Government contracts for goods or services that are awarded to foreign persons – such as foreign contractors. It implements the Department of the Treasury's final regulations published in the Federal Register at 81 FR 55133 on August 18, 2016, under section 5000C of the Internal Revenue Code relating to the 2 percent tax on payments made by the U.S. Government to foreign persons pursuant to certain contracts.

Pursuant to the FAR 52.229-3 Federal, State, and Local Taxes, taxes imposed under 26 U.S.C. 5000 C may not be included in the contract price or reimbursed.

Exemptions from this excise tax must be claimed by an Offeror when it submits, with its offer, a U.S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/W14. If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each contract payment. Failure to submit an IRS Form W-14 with each payment request will also result in an automatic withholding of 2 percent from the payment request.

When filling out the IRS Form W-14 the following information may be used to complete Part I, Lines 6 and 7.

Line 6 Contract/reference number: *W912P826BA069*
Line 7 "Name and address of the acquiring agency": *USACE, New Orleans District, 7400 Leake Ave, New Orleans, LA 70118*

Any exemption claimed and self-certified is subject to audit by the IRS. Any disputes concerning this tax are adjudicated by the IRS because the Section 5000C tax is a tax matter not a contract issue.

Offerors are encouraged to seek guidance from their own tax professionals for advice concerning the provision, clause, and exclusions exclusion/submission of IRS Form W-14. Additional information is also available at:

Notwithstanding the above, the USACE does not have a means of withholding this excise tax at this time. As a result, contractors are expected to comply with the instructions above and to properly complete and return the W-14 at proposal submission, and with each pay application. The amount due for each withholding will be confirmed by USACE, BUT WILL NOT BE WITHHELD. It is the contractor's responsibility to set aside, or remit to the IRS, the amount confirmed by USACE. Whether the contractor sets the money aside for future payment to the IRS, or makes payment to the IRS, is the contractor's discretion, based on its analysis of the regulations regarding the excise tax. In the event that USACE is able to withhold during contract performance, it will notify the contractor and make such a withholding (including any catch up withholdings); no advance notice is required to the contractor prior to the withholding. Under no circumstances is USACE liable for any tax not paid by the contractor. The contractor is liable for the tax, to the extent required by law, regardless of whether USACE makes a withholding.

FAR 29.204 expressly states that “[a]gencies merely withhold the tax (section 5000C tax) for the Internal Revenue Service (IRS). All substantive issues regarding the underlying section 5000C tax, e.g., the imposition of, and exemption from the tax, are matters under the jurisdiction of the IRS.” Therefore, we cannot help you determine how the tax law applies to you. We strongly recommend that you contact the IRS and/or a tax professional should you have any questions of this nature. To be clear, this information does not constitute tax advice or a representation of your tax liability. Furnishing this information does not create liability for the USACE for any Federal, state, or local taxes applicable to the above-referenced contract or any other contract.

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For submission requirements and basis of evaluation:

Executed FAR Provision 52.229-11.
Completed IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, if applicable. If not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each payment.

"General Decision Number: LA20260004 05/18/2026

State: Louisiana

Construction Types: Heavy

Counties: Louisiana Counties of
Allen, Assumption, Avoyelles,
Beauregard, Bienville, Caldwell,
Cameron, Catahoula, Claiborne,
Concordia, De Soto, East Carroll, East
Feliciana, Evangeline, Franklin, Grant,
Iberia, Iberville, Jackson, Jefferson
Davis, La Salle, Lincoln, Madison,
Morehouse, Natchitoches, Pointe Coupee,
Red River, Richland, Sabine, St Helena,
St Mary, Tangipahoa, Tensas, Union,
Vermilion, Vernon, Washington, West
Carroll, West Feliciana and Winn

Excludes elevated storage tanks

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ELEC0130-007 12/01/2025

	Rates	Fringes
ELECTRICIAN (ASSUMPTION AND ST. MARY (NORTHEAST OF ATCHAFALAYA RIVER) PARISHES)	$ 36.00	16.66

ELEC0194-006 09/02/2025

	Rates	Fringes
ELECTRICIAN (BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHES (NORTHEAST OF THE RED RIVER), AND RED RIVER PARISHES)	$ 35.85	15.58

ELEC0446-004 03/01/2025

	Rates	Fringes
ELECTRICIAN (CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, RICHLAND, TENSAS, UNION, AND WEST CARROLL PARISHES)	$ 29.55	14.36

ELEC0576-002 09/01/2025

	Rates	Fringes
ELECTRICIAN (AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHES (SOUTHWEST OF RED RIVER), SABINE, VERNON, AND WINN PARISHES)	$ 30.00	12.03

ELEC0861-004 09/01/2024

	Rates	Fringes

ELECTRICIAN (ALLEN, BEAUREGARD, CAMERON, IBERIA,
JEFFERSON DAVIS, ST. MARY (SOUTHWEST OF ATCHAFALAYA
RIVER), AND VERMILION PARISHES).....$ 31.98 15.14

ELEC0995-002 01/01/2025

	Rates	Fringes
ELECTRICIAN (EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST FELICIANA PARISHES)....	$ 29.47	13.50

ELEC1077-005 05/26/2025

	Rates	Fringes
ELECTRICIAN (TANGIPAHOA AND WASHINGTON PARISHES)....	$ 30.35	12.46

SULA2004-008 05/19/2004

	Rates	Fringes
TRUCK DRIVERS: WATER.....	$ 8.00	0.00
TRUCK DRIVERS: DUMP.....	$ 10.00	0.00
POWER EQUIPMENT OPERATORS: WATER WELL DRILLER.....	$ 10.73	2.01
POWER EQUIPMENT OPERATORS: TRACTOR.....	$ 10.43	0.00
POWER EQUIPMENT OPERATORS: TRACKHOE.....	$ 11.99	0.00
POWER EQUIPMENT OPERATORS: MECHANIC.....	$ 12.50	0.00
POWER EQUIPMENT OPERATORS: FRONT END LOADER.....	$ 9.93	0.00
POWER EQUIPMENT OPERATORS: DRAGLINE.....	$ 13.12	0.00
POWER EQUIPMENT OPERATORS: CRANE.....	$ 13.60	0.00
POWER EQUIPMENT OPERATORS: BULLDOZER.....	$ 11.82	0.00
POWER EQUIPMENT OPERATORS: BORING MACHINE.....	$ 10.25	0.00
POWER EQUIPMENT OPERATORS: BACKHOE/EXCAVATOR.....	$ 11.67	0.00
PIPEFITTER (EXCLUDING PIPELAYING).....	$ 18.75	4.05
LABORERS: (PIPELAYER).....	$ 8.47	0.00
LABORERS: (COMMON).....	$ 7.60	0.00
CARPENTER (INCLUDING FORMSETTING/FORMBUILDING).....	$ 14.75	0.00

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers

at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ⍰SU⍰, ⍰UAVG⍰, ⍰SA⍰, or ⍰SC⍰ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ⍰SU⍰ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

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

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

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

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

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END OF GENERAL DECISION

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SECTION 01 10 00 - GENERAL PROVISIONS

1. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the provision in Section 00 72 00 GENERAL CONDITIONS entitled DEFAULT (FIXED PRICE CONSTRUCTION) (FAR 52.249-10). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied.

(1) 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.

(2) 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.

(b) The following schedule of monthly anticipated adverse weather delays is based upon data collected by the Louisiana Office of State Climatology for temperature, precipitation and wet ground conditions 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. The adverse weather days apply to rain, fog, high winds, high/low tides, hail, lightning, and high/low temperatures as indicated on the Weather Data Sheet and will be used by the Government to record weather during construction.

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
4	3	3	3	3	4	4	4	3	2	3	3

(c) Upon receipt of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall 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.

(d) The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), and shall be calculated chronologically from the first to the last day of each month, and shall be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, 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 provision in Section 00 72 00 - GENERAL CONDITIONS entitled DEFAULT (FIXED PRICE CONSTRUCTION) (FAR 52.249-10).

2. DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the provision in Section 00 72 00 GENERAL CONDITIONS entitled PERMITS AND RESPONSIBILITIES (FAR 52.236-7). However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane, or tornado 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 shall make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit price or job prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there is no contract unit or job prices applicable to any part of such work, an equitable adjustment shall be made pursuant to the provision in Section 00 72 00 GENERAL CONDITIONS entitled CHANGES (FAR 52.243-4). 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.

3. SAFETY PROVISIONS

The safety provisions as specified herein refer to the USACE Safety and Occupational Health Requirements EM 385-1-1 dated 15 March 2024. The most current edition can be found at:
https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1%20_EFFECTIVE%2015March2024.pdf

(a) Accident Investigation and Reporting. The reporting and associated investigation of accidents and near misses is considered a leading indicator. Utilize ENG Form 3394, U.S. Army Corps of Engineers Mishap Notification and Investigation, to report accidents and near misses. Link to ENG Form 3394:

https://www.publications.usace.army.mil/Portals/76/Publications/EngineerForms/Eng_Form_3394_2021Aug.pdf.

Contractors must investigate, analyze, and report all accidents and near misses occurring incidentally to an operation, project, or facility according to EM 385-1-1, Table 2-1 Accident Reporting Required Timeline.

(b) Accident Prevention Plan (APP). (See the provision in Section 00 72 00 - GENERAL CONDITIONS entitled ACCIDENT PREVENTION (FAR 52.236-13).) Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the prework conference, an electronic copy and one hard copy of the Accident Prevention Plan (APP) Worksheet (ENG FORM 6293) shall be submitted to the Contracting Officer for review and acceptance. Link to ENG form 6293 (APP):

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6293_Aug%202024%20-%20FINAL.pdf

The Plan shall be prepared in the following format:

(1) Activity Hazard Analysis (AHA) Requirements. The contractor shall complete the Activity Hazard Analysis (AHA) Requirements on ENG form 6206 in accordance with EM 385-1-1, Chapter 2-6. Specific AHA requirements are identified in paragraph 6 of each chapter of EM 385-1-1. Link to fillable ENG form 6206 (AHA form):

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6206_2023Aug24.pdf

(2) The Contractor shall submit ENG Form 6282 (Site Safety and Health Officer Designation Letter). A Designation Letter is required for all levels of onsite SSHOs. The Contractor shall maintain a copy of the accepted form at the site of work. Link to ENG form 6282:

https://www.publications.usace.army.mil/Portals/76/Eng_Form_6282_2023Aug28.pdf?ver=_1GgPT1ZS1AFX9P8AKU5og%3d%3d.

(3) Site Safety and Health Officer (SSHO). The Contractor must employ a minimum of one (1) Level 1 Full-time Site Safety and Health Officer to function as the primary Level 1 SSHO responsible for ensuring all site personnel are implementing Safety and Occupational Health requirements according to the contract, EM 385-1-1, applicable federal, state, and local requirements. A designated Level 1 SSHO must be at the site of work whenever work is performed. The SSHO shall meet the training and experience requirements of EM 385-1-1, Chapter 2-3.b. Level 1 SSHOs are not permitted to supervise non-safety personnel at the site of work.

(4) A copy of company policy statement regarding accident prevention.

(5) When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be included on MVN Form 385-10R (Latest Edition), Fuel Oil Transfer (attached at the end of this section), (Refer to 33 CFR 156).

(c) Commencement of Work. The Contractor shall not commence physical work at the site until the Contracting Officer, or his/her authorized representative has accepted the Accident Prevention Plan. The Contractor may submit its Accident Prevention Plan only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also refer to EM 385-1-1, Chapter 2.

(d) Hazard Communication (HazCom) Program. The Contractor shall develop, implement, and maintain at the workplace a written, Hazard Communication Program (see EM 385-1-1, Chapter 6-7) that includes identification of potential hazards as prescribed in 29 CFR Part 1910.1200 and/or 1926.59, effects of exposure and control measures to be used for chemical products and physical agents that may be encountered during the performance of work on this contract, provisions for container labeling, Safety Data Sheets, and employee training program, and other criteria in accordance with 29 CFR Part 1910.1200 and/or 1926.59. Training shall include communication methods and systems to be used (i.e., voice, hand signals, radios, or other means), and training in the use and understanding of safety data sheets and chemical product hazard warning labels. Prior to bringing hazardous substances, as defined in 29 CFR 1910.1200 and/or 1926.59, onto the job site, a copy of the Hazard Communication Program and the Safety Data Sheets of each substance shall be submitted to the Contracting Officer and made available to the Contractor's employees as part of its Accident Prevention Plan. A site map shall be attached to the inventory showing where the inventoried hazardous substances are stored. The inventory list and site map shall be updated monthly to ensure accuracy.

(e) Daily Inspections. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the jobsite in accordance with Section 01 45 04.00 10, CONTRACTOR QUALITY CONTROL. The reports shall be records of the daily inspections and resulting actions. Each report shall include, as a minimum, the following:

(1) Phase(s) of construction underway during the inspection.

(2) Locations of areas where inspections were made.

(3) Results of inspections, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

(f) Safety Sign. The Contractor shall furnish, erect, and maintain a safety sign at the site where indicated by the Contracting Officer. The sign shall conform to the requirements of this paragraph and the drawing included at the end of this section. The lettering shall be black, the safety circle and cross green, and the background white. When placed on a floating plant, the sign may be half size. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current. The sign coordinator is Timothy Lacoste@ 504.862.2663.

(g) Ground Fault Protection Equipment. Electrical equipment used on this contract shall be equipped with ground fault circuit interrupters in accordance with EM 385-1-1, Chapter 11-8.

(h) Means of Escape for Personnel Quartered, or Working on Floating Plant. Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plants. For areas involving 10 or more people, both means of egress shall be through standard-sized doors opening to different exit routes. Where nine or fewer people are involved, one of the means of escape may be a window (minimum dimensions 24-inches by 36-inches), which leads to a different exit route. Refer to EM 385-1-1, Chapter 19-8.h.

(i) Emergency Alarms and Signals.

(1) Alarms. Emergency alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

(2) Signals.

(a) Fire Alarm Signals. The general fire alarm signal shall be in accordance with 46 CFR Ch. I; Subpart E.109.503 of the Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels, Sub-Chapter I & Ia.

(b) Abandon Ship Signals. The signal for abandon ship shall be in accordance with paragraph 109.503(b) of the reference cited in subparagraph (2)(a) above.

(c) Man-Overboard Signal. Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

(j) Hurricane Plan. A detailed plan for protection and evacuation of personnel and the construction site, in the event of an impending hurricane or storm, is required as an enclosure to the Contractor's Accident Prevention Plan. This plan shall be submitted to the Contracting Officer, or his/her representative, for review and approval prior to the preconstruction conference. Work being performed to satisfy the Hurricane Plan will not be measured for payment. Payment for all work associated with the Hurricane Plan, and providing the equipment required for the duration specified, shall be distributed amongst the existing bid items. The Hurricane Plan shall include at least the following:

(1) The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

(2) The estimated time necessary to secure and evacuate the site including any emergency flood protection.

(3) The safe harbor for personnel and plant specifically identified.

(4) The name of the boat which will be used to move the plant, its type, capacity, speed, and availability.

(5) The estimated time necessary to move the plant to the safe harbor after movement is started.

NOTE: Floating plant, boat, or other marine activities must submit an Emergency Plan for Marine Activities which includes a Severe Weather Plan for Marine Activities per EM 385-1-1, Chapters 19-7.a and 19-7.b.

(k) Hazardous Energy Control Program. The Contractor shall develop, implement, and maintain at the workplace, a written Hazardous Energy Control Program (HECP). Refer to EM 385-1-1, Chapter 12-7.

(l) Access/Haul Road Plan. A written Access/Haul Road Plan is required when access or haul roads are to be used. Work on the haul road must not commence until USACE supervisor/KO or COR has accepted the plan, refer to EM 385-1-1, Chapter 4-7.b.

(m) Cranes. The Contractor (including subcontractors) shall have cage boom guards, insulating links, or proximity warning devices on cranes that will be working adjacent to power lines. These devices shall not alter the requirements of any other regulation of this part - even if such device is required by law or other regulation. Insulating links shall be rated for the energized lines they are working near (EM 385-1-1, Chapter 11-8.t.6.d). Calibration records or stamped date of required manufacturer inspection of proximity warning devices shall be kept on the crane. Additionally, prior to any work commencing an Activity Hazard Analysis) identifying and satisfying EM 385-1-1, Chapter 2-6, requirements shall be submitted and accepted by the Contracting Officer.

(n) Crane/Derrick and Dragline Certification. The Contractor shall submit a copy of the certification and performance test in accordance with EM-385-1-1, Chapter 16-5.

(o) Emergency Drills. The Contractor shall conduct its drills in accordance with EM 385-1-1, Chapter 19-8.b.

(p) Equipment Operator Authorization. The Contractor shall submit a list of designated personnel qualified and authorized to operate machinery and mechanized equipment in accordance with EM 385-1-1, Chapter 16-3.

(q) Dive Plan. The Contractor shall submit a Dive Plan in accordance with EM 385-1-1, Chapter 30-7.

(r) Radiation. If a production meter that uses nuclear materials is being used aboard the dredge, the Contractor shall perform following requirements. The production meter nuclear device system designer and installer shall be qualified in these fields of expertise by the Nuclear Regulatory Commission (NRC). The Contractor shall obtain licensing and training as required by the NRC for their personnel aboard the dredge for the use of those components of the production meter containing or are affected by the nuclear source. The Contractor shall implement A Nuclear Device Awareness Program as required by the NRC for all personnel aboard the dredge not directly involved in the activities of the nuclear device. The Contractor shall submit a Nuclear Device Safety Plan to the Government within 24 hours after receipt of Notice to Proceed by the Contractor. While a nuclear device is present aboard the dredge, the Contractor shall strictly adhere to all applicable NRC rules and regulations.

(s) Overhead Power Lines. In locations where trucks and other equipment will be passing beneath overhead power lines, the Contractor shall install at least 2 signs on either side of the crossings warning drivers of the overhead lines. The signs shall face both directions of travel. The signs shall have arrows

pointing upward and state “Overhead Electric”. The Contractor’s proposed sign design shall be submitted to the Contracting Officer for approval.

4. INSPECTOR'S FIELD OFFICE

(a) The Contractor shall furnish, throughout the contract period, for the exclusive use of the Government employees, a temporary waterproof building, or trailer, to be utilized as a field office. It shall be conveniently located at the site of construction and shall be independent of any building, or trailer, used by the Contractor. Toilet facilities and potable water, including bottled water with water cooler, shall be provided within the Inspector's office. It shall be equipped with approved electrical wiring, private telephone service, a telephone answering machine, a fax / copier / printer machine. It shall be equipped with ceiling lamps, double convenience outlets, and the required switches and fuses, to provide 110-volt power for lighting and operating a laptop computer and printer. It shall be equipped with an air conditioning unit to provide cooling in warm or hot weather, and a heater, properly installed and vented in accordance with the National Fire Protection Association Code, for heating in cold weather, as required. The Contractor shall make the necessary arrangements to obtain or to generate the power required to operate the air conditioning unit, lights, and laptop computer and printer, and the power or fuel required for the heater, and shall bear the cost thereof. A drafting table providing a working surface having dimensions of at least 4-feet by 6-feet (which may consist of a piece of plywood, at least 3/4-inch thick, hinged to a wall of the building with hinged legs) shall be installed in the building. The building shall have a built-in locker, extending from the floor to the ceiling, having dimensions of at least 2- feet by 5-feet, with a shelf 12-inch from the top, and one door equipped with two hinges, a hasp, and a padlock. All exterior doors and window frames of the building shall be equipped with iron security guards. The door shall also be equipped with butt hinges and a cylinder lock. Two strong chairs and two desks shall be provided. The building or trailer shall conform to the following minimum requirements:

Ceiling height, not less than	6-feet 9-inches
Floor space, no less than	240 square feet
Windows, not less than	2
Doors, outside	1
Rooms	2
Ceiling lamp receptacles	2
Double convenience outlets	2

Screens over windows; walls and ceilings shall be insulated; and interior walls finished.

(b) The building, or trailer, shall be removed by the Contractor after completion of all work under this contract and before final acceptance thereof. No separate payment will be made for furnishing, maintaining, providing the prescribed utilities, and removing the inspector's field office, but the cost of the same shall be distributed throughout the existing bid items. In the event the Contractor fails to furnish the required facilities, the Government may elect to procure the required facilities and deduct all costs from amounts due or to become due under this contract.

(c) The Contractor shall provide daily janitorial services for this and other buildings at the site throughout the life of the contract. The cost of this service shall be distributed throughout the existing bid items and there shall be no separate payment.

(d) The Contractor shall provide the inspector's field office with a hard line broadband high speed internet service and associated equipment for the exclusive use of the Government. If this service is not practical at the jobsite, the Contractor may instead provide the inspector's field office with a cellular wireless Broadband / WiFi 802.11n capable router that accepts cellular data signals through Express Card / Air Card or USB modems. This service must be capable of providing adequate connection to allow the inspectors to import/export files through RMS. The Contractor must field verify that the service provider chosen has adequate continuous coverage at the construction site. This service shall provide a minimum download speed of 20 Mbps and a minimum upload speed of 5 Mbps. The Contractor shall be responsible for the installation, the maintenance of, and the monthly service fees necessary to provide continuous high speed internet service for the duration of the contract.

(e) The Government and Contractor's field offices shall be placed within the location and limits of the Government environmentally cleared right of way (ROW) or Limits of Construction (LOC).

5. PROJECT SIGN

Prior to commencement of work, the Contractor shall construct a project sign at the site of the work at a location directed by the Contracting Officer. The sign, which will identify the work with the Corps of Engineers shall be 4 feet by 6 feet in size and shall conform to the requirements of the PROJECT SIGN drawing and installation instructions attached at the end of this section. The lettering for the 2 feet by 4 feet section of the sign with the Corps logo and Army Star shall be white; all other lettering shall be black. Lettering for the project name shall be Helvetica Bold, all other lettering shall be Helvetica Regular. The sign coordinator is Timothy Lacoste @ 504.862.2663. No separate payment will be made for construction and erection of the project sign and all costs in connection therewith will be considered an incidental

obligation of the Contractor. Upon completion of the work, the sign shall become the property of the Contractor and shall be removed from the job site.

6. RIGHTS-OF-WAY

a. The rights of entry required for the work to be constructed under this contract, within the rights-of-way limits indicated on the drawings, have been obtained by the Government and are provided without cost to the Contractor. The Contractor shall make its own investigations to determine the conditions, restrictions, and difficulties that may be encountered in the transportation of equipment and material to and from the work site. The proposed work, including rights-of-way, as defined by these specifications and as shown on the drawings, is in compliance with all applicable Federal and state environmental laws and regulations. Upon completion of the Contractor's work, rights-of-way furnished by the Government shall be returned to its original condition prior to construction unless otherwise noted.

b. If the Contractor proposes a deviation from the Government furnished rights-of-way for his convenience, the Contractor shall notify the Contracting Officer or its representative in writing. Contractor shall not provide any permanent rights-of-way for the project. The Contractor is cautioned that any deviation to the Government furnished rights-of-way is subject to all applicable Federal and state environmental laws and regulations. Compliance with these environmental laws and regulations may require additional National Environmental Policy Act (NEPA) documents, cultural resources surveys, coordination with the Louisiana State Historical Preservation Officer, water quality certification, modification of the Federal consistency determination, etc. The Government is ultimately responsible for environmental compliance; therefore, the Government will determine the additional environmental coordination and documentation necessary for a proposed deviation to the Government furnished rights-of-way. For any environmental investigations the Government is to perform on areas outside of Government furnished rights-of-way, the Contractor shall provide sufficient rights of entry to the Government. The Contracting Officer will advise the Contractor of the additional environmental coordination and documentation that must be completed. The Government shall be responsible for any additional environmental compliance; however, the Contractor may conduct specific tasks identified by the Government. The Government will offer advice and assistance to the Contractor in conducting these tasks. Depending on the environmental impact of the proposed deviation, obtaining the coordination and documentation may not be approved or could take as much as 180 days for approval by the Government. The Government must review, approve, and ensure distribution of all environmental compliance documentation and ensure all comments on the same have been resolved before any utilization of any areas outside of the Government furnished rights-of-way. The Contractor shall reimburse the Government for actual expenses incurred for assistance in completing or attempting to complete additional environmental coordination and

documentation, which expenses will not exceed one hundred thousand ($100,000.00) dollars. There is no guarantee that environmental compliance will be obtained; therefore, the Contractor shall assume all risks and liabilities associated with pursuing a deviation. Any delays resulting from the deviation and/or the environmental coordination and documentation shall not be made the basis of any Contractor claim for increase in the contract cost and/or increase in contract time. Deviations will be at Contractor's sole risk and liability, including, but not limited to, such liabilities associated with items such as hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et. seq.), and at no cost to the Government. Government assistance in obtaining additional environmental clearances does not relieve the Contractor of responsibility for complying with other Federal, state, or local licenses and permits.

7. CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in three (3) copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet specified requirements.

8. SEAWORTHINESS CERTIFICATION

EM 385-1-1, Chapter 19-5. All dredges and quarter boats not subject to USCG inspection and certification or not having a current American Bureau of Shipping (ABS) classification shall be inspected in the working mode annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or Society of Accredited Marine Surveyors (SAMS) and having at least five (5) years' experience in commercial marine plant and equipment. All other plant shall be inspected annually by a qualified person. The inspection shall be documented, and a copy of the most recent inspection report shall be posted in a public area on board the vessel and a copy shall be furnished to the designated authority upon request. The inspection shall be appropriate for the intended use of the plant and shall, as a minimum, evaluate structural integrity and compliance with NFPA 302, Fire Protection Standard for Pleasure and Commercial Motor Craft.

9. ENVIRONMENTAL LITIGATION

(a) The term "environmental litigation", as used herein, means a lawsuit alleging that the work has 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.

(b) 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 above, 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 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 this contract, such suspension, delay, or interruption shall be as if ordered by the provision in Section 00 72 00 GENERAL CONDITIONS entitled SUSPENSION OF WORK (FAR 52.242-14). 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.

10. UTILITIES AND IMPROVEMENTS

(a) All known utilities within the limits of the work, such as pipes, communication lines, power lines, etc., that would interfere with construction work will be removed, modified, or relocated by local interests or utility companies at no cost to the Contractor unless otherwise noted in the plans and/or specifications. The Contractor, however, shall cooperate with the authorities or company representatives and shall conduct his/her operations in such manner as to result in a minimum of inconveniences to the owners of said utilities. The Contractor shall notify each utility owner by certified mail 45 days, 15 days, and again 72 hours prior to the date utilities must be moved and provide a copy of these notifications to the Contracting Officer.

(b) Any unidentified pipes or structures which may be found within the limits of the work during the course of construction shall not be disturbed nor shall construction or excavation be performed at these locations unless and until approved by the Contracting Officer.

11. PERMISSIBLE HOURS OF WORK

No work shall be done at the jobsite between 9:00 p.m. and 6:00 a.m. The Contractor will be allowed to work on Saturdays, Sundays, and Holidays. Prior to 6:00 a.m. the Contractor shall not start up any equipment nor have any trucks for delivery, service, hauling, etc. arrive at the jobsite. Trucks shall remain on designated truck routes until 6:00 a.m. When the Contractor elects to work weekends and holidays, notice shall be given to the Contracting Officer, in writing, 36 hours in advance of commencement of such operations to permit suitable arrangements for inspections to be made. Adequate lighting for safe operations and thorough inspection of night operations

conducted within the permissible hours of work shall be provided by the Contractor at his/her own expense.

12. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) This clause does not apply to terminations.

(b) Allowable costs for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or Subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of Engineering Pamphlet (EP) 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply. EP 1110-1-8 can be found at www.nww.usace.army.mil/missions/cost-engineering/ep1110-1-8/.

(c) Equipment rental costs are allowable, subject to the provisions of RFO 31.105(d)(2) (ii) and RFO 31.205-36, Rental Costs. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the simplified acquisition threshold (SAT), the Contracting Officer will request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

13. SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his/her operations in accordance with U. S. Coast Guard regulations governing lights and day signals to be displayed, as set forth in Commandant, U. S. Coast Guard Instruction M16672.2C,

Navigation Rules, International - Inland (COMDTINST M16672); 33 CFR 81, Appendix A (International); and 33 CFR 84 through 33 CFR 90 (Inland) as applicable.

14. BENCHMARK VERIFICATION SURVEYS

a. Project Control Points. For purposes of vertical control, Project Control Points may be referred to as Project Benchmarks. Project Control Points located at the project site may be used as Local Project Control Points and referred to as Site Benchmarks. To ensure local / internal consistency, the Contractor shall verify all Project Benchmarks and Site Benchmarks using differential leveling following Section J of the "USACE New Orleans District Minimum Survey Standards". All benchmarks serve as vertical control for the entire project. The benchmark verification survey shall constrain to the Primary Benchmark as shown on the drawings. The differential levels must be to Second Order Class II closure standards, as defined in Appendix 4 of the Minimum Survey Standards, and as follows: closure error (in feet) must be less than or equal to 0.035 x √(distance in miles). Significant closure error (any random error whose magnitude would affect the final elevation of benchmarks when significant digits are considered) shall be distributed through all benchmarks (Project Benchmarks and Site Benchmarks) according to their relative distance along the loop. Verification of all benchmarks shall be performed within 14 days of receipt of the Notice to Proceed and at least every 6 months using differential leveling.

b. Site Benchmarks. At all established hurricane protection, flood control, shore protection, and navigation projects, three permanent site benchmarks (new or existing) shall be identified/established at the immediate work site (situated as nearly as practicable at the middle and at each end of the project) and referenced to the applicable required epoch of NAVD88. Site Benchmarks are Local Project Control Points provided on the drawings or monuments set by the Contractor according to EM 1110-1-1002, Survey Markers and Monumentation. Site Benchmarks set by the Contractor are limited to types A, B, C, F, or G as described in Chapter 3 of EM 1110-1-1002 and the type and location must be approved in advance by the District Datum Coordinator (DDC). Vertical positioning for all construction activities shall be constrained to a Project or Site Benchmark. To obtain pre-approval for a proposed Site Benchmark, the Contractor shall submit the following to the Contracting Officer's representative (COR): the approximate proposed x, y position; the type of monument; and 5 photos of the proposed location: 1 of the proposed sites, and 4 photos taken from the proposed site facing in 4 cardinal directions.

http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_1110-1-1002.pdf

c. Survey Report. The benchmark verification survey data shall be submitted in a Survey Report signed and sealed by a Licensed Surveyor registered in the state in which the work is being performed. The survey report shall be updated and

submitted with each benchmark verification survey. The survey report shall include a table of all Project and Site Benchmark measurements and all previous benchmark verification measurements for comparison purposes. The report shall include a graphic that shows the approximate positions of all control points, the route of the differential level loop, and the approximate distances between control points. The report shall include clear, legible field notes that show the daily "Two-Peg Test", all measurements and calculations, and the closure error for each closed loop. Any raw data such as digital level pre or post-processing reports should be included. Each level loop shall be reviewed and initialed in the field book by a person independent of the field crew performing the level loop. Only the field notes for the current benchmark verification survey should be included in each report.

d. Submittals. Survey Reports of the benchmark verifications shall be submitted to the Contracting Officer's Representative (COR) in electronic format via RMS-CM within 7 days of the completion of the benchmark verification. If the file is too large to submit via RMS-CM, contact the COR for alternate methods. The COR shall be notified immediately if any errors or inconsistencies in the benchmark verifications are found. The Survey Report of the first benchmark verification survey must be received within 14 days of receipt of the Notice to Proceed or as required by the COR.

15. SPECIAL SURVEYING REQUIREMENTS

(1) Upon completion of clearing and grubbing, the Contractor shall perform cross-section surveys throughout the entire footprint of the confined disposal facility and foreshore dike disposal area within the right-of-way prior to placing fill. The surveys shall be performed by an independent surveying firm licensed in the State of Louisiana. These surveys will be used to compute quantities of excavated material for payment (see Section 31 23 00.00 20, EXCAVATION AND FILL for additional information). The surveyor shall be licensed in the State of Louisiana and shall not be an employee of the Prime Contractor or any Subcontractor. All surveys and quantity computations submitted for payment shall be stamped by the independent licensed surveyor. The Contractor shall submit the original cross sections to the Government. The Government will perform the theoretical computations used to determine the quantities for payment.

(2) All survey data shall be recorded in accordance with the paragraph in Section 02 21 10.00 12 SURVEYS, entitled "FORMAT OF SURVEYS". The Contractor shall furnish the additional required data described below to the Government as an electronic text file via RMS and by email to mvn-cd-q-testresults@usace.army.mil. If the files are too large for transmission, contact the COR for alternate transmission methods. The information received should be free of errors and in the following format:

(a) The X - coordinate in feet (Easting),

(b) the Y - coordinate in feet (Northing), and

(c) mandatory remarks such as the station number (i.e., 1 +00), CL (for centerline), ES (for end of station), EJ (for end of file), and direction of survey (either "L" for + or "R" for -, followed by Station No., i.e., L 30+00) as described in the attachments "RECORDING SURVEYS FOR CROSS SECTIONS" and "SURVEY DATA SAMPLE" at the end of this section.

16. ACCESS PLAN

The Contractor shall submit an Access Plan to be reviewed and approved by the Contracting Officer to include, as a minimum, the following:

(a) Layout drawings showing the location of all equipment, office structures, toilets, and storage areas for materials.

(b) Show mobilization and demobilization routing and locations of large equipment, such as draglines, cranes, etc. while on the jobsite.

(c) Show waterway channels or canals used to mobilize and demobilize equipment and materials and show access routes and docking areas of all marine equipment with respect to the jobsite.

17. FIELD VERIFICATION OF UTILITY LOCATIONS

Documentation on the exact locations of various underground utilities is not available except as shown in the reference drawings. In particular, the exact locations of water service and septic system field lines are not precisely known. The Contractor shall verify the locations of underground utilities prior to digging for any purpose.

18. SECURITY REQUIREMENTS

a. Suspicious Activity Reporting Training (e.g., iWATCH, CorpsWatch, or See Something, Say Something). All contract personnel shall receive initial and annual refresher training from the RA representative on the local suspicious activity reporting program. This locally developed training provides contract personnel with general information on suspicious behavior, and guidance on reporting suspicious activity to the project manager, security representative, or law enforcement entity. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance. The results of this training shall be reported to the COR within 5 calendar days after the completion of the training. Point of contact for this training is Mr. Benjamin Delatte at 504-862-1532.

b. Pre-Screen Candidates Using E-Verify Program. The Contractors shall comply with the requirements set forth in Section 00 72 00 GENERAL PROVISIONS entitled EMPLOYMENT ELIGIBILITY VERIFICATION (FAR 52.222-54) and FAR Subpart 22.18 in using the E-Verify Program at (https://www.e-verify.gov/) (website subject to change) to meet the contract employment eligibility requirements. Contractors are encouraged to cooperate with Federal and State agencies responsible for enforcing labor requirements to include eligibility for employment under United States immigration laws in accordance with FAR 22.102-1(i). An initial list of verified/eligible candidates shall be provided to the COR no later than three business days after the initial contract award. When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, and submit it to the Contracting Officer to become part of the official contract file.

19. JOINT RISK MANAGEMENT

On construction contracts with anticipated award of greater than $4 million, the Government desires to implement a formal risk management process during construction to discuss risk items. This process would involve the development of a Risk Register and regular discussions of risk items along these lines:

(a) Prior to the Preconstruction conference, a Joint Risk Register shall be developed by the Contractor, identifying items such as availability of materials, quality control of unique systems, critical schedule milestones, and labor challenges that may affect successful contract completion.

(b) Objective type risk items such as weather will not be included in the register.

(c) The Preconstruction Conference will be the initial meeting to discuss the Joint Risk Register. The Joint Risk Register will be updated at regular intervals by the Government and the Contractor.

(d) The Joint Risk Register will be reviewed and discussed at regular progress and schedule meetings.

Participation in the Joint Risk Management process is voluntary and will not change contract requirements.

20. WORK IN THE VICINITY OF OTHER GOVERNMENT CONTRACTORS

The Contractor shall coordinate their staging operations, access routes, and construction requirements with any Contractor currently performing work in the general vicinity. Any disputes or disagreements arising from area use shall be brought to the attention of the Contracting Officer, who will then make a determination for operational procedures. Determinations made by the Contracting Officer shall be binding on all parties concerned.

21. INSPECTION

(a) The presence of the Inspector shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with the specifications. The Contractor shall furnish on the request of the Contracting Officer or any inspector: suitable boat transportation from a shore location, designated by the Contracting Officer, to and from the from the project area.

(b) When the Contractor elects not to work on weekends, holidays or nights, notice shall be given to the Contracting Officer at least 36 hours in advance thereof. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at his/her expense.

(c) Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due to the Contractor.

22. CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for ensuring that all its employees strictly comply with all laws that may apply to operations under this contract. The Contractor assumes full responsibility for the safety of its employees, plant, and materials and for any damage or injury done by or to them from any source or cause, except damage caused by acts of the Government, its officers, agents, or employees. Such damages will be the responsibility of the Government in accordance with applicable Federal laws. The terms "officer", "agent", and "employee" of the Government do not include persons in the employment of the Contractor and whose services have been furnished to the Government.

23. SUPERVISION

At all times during performance of this contract and until the work is completed and accepted by the Government, the Contractor shall have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor. Inspectors appointed by the Contracting Officer will enforce strict compliance with the terms of the contract. The inspectors will keep a record of the work done, but neither the presence nor absence of inspectors shall relieve the Contractor of responsibility for the proper execution of the work in accordance with the contract and directives issued by the Contracting Officer.

24. PRE-BID SITE VISIT

Prior to the submission of any bids, all bidders are highly encouraged to visit the project site location to become familiar with the project requirements. Failure to visit

the project site will not disqualify a bid; however, the bidder is required to comply with the terms and conditions of any resultant contract by reason of such failure. In no event will a failure to inspect the site constitute grounds for a claim after contract award.

25. REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract and the requirements as defined within USACE EM 385-1-1, the Contractor shall comply with all pertinent federal, state, and local laws, ordinances, criteria, rules, and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations and referenced documents vary, the most stringent requirements shall apply.

26. CONTRACTOR PERFORMANCE EVALUATIONS – CONSTRUCTION

Construction contractor's performance shall be evaluated throughout the performance of the contract. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this FAR requirement. For construction contracts awarded at or above $700,000.00, the USACE will evaluate contractor's performance and prepare a performance report using the Contractor Performance Assessment Reporting System (CPARS), which is now a web-based system. The ACO is the point of contact for CPARS reporting under this contract. After an evaluation (interim or final) is written up by the USACE, the Contractor will have the ability to access, review and comment on the evaluation for a period of 30 days. Accessing and using CPARS requires specific software, called PKI certification, which is installed on the user's computer. The certification is a Department of Defense requirement and was implemented to provide security in electronic transactions. The certification software could cost approximately $110 - $125 per certificate per year and is purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and for contacting vendors can be found on the web site: http://www.cpars.gov. If the Contractor wishes to participate in the performance evaluation process, access to CPARS and PKI certification is the sole responsibility of the Contractor.

ACCIDENT PREVENTION PLAN

FUEL OIL TRANSFER -- FLOATING PLANT

U.S. Army Engineer District, New Orleans

EM 385-1-1, Chapter 19-8.d

1) Contractor	2) Contract Name & Number	3) Date	
4) Officer in Charge of Fuel Transfer	4a) Name of Vessel	4b) Fuel to be Transferred	
5) Name of Vessel	5a) Names of Qualified Tankermen	5b) Type of Certification and expiration date	

6) Name of Vessel	6a) Type of fill nozzle or connection on Vessel	6b) Location of fill pipes openings	6c) Location of vents openings	

7) Type, number, and size of fire fighting equipment to be available during fuel transfer operations.	
8) Sequential steps to be followed when taking on fuel.	

_____	_____	_____	_____	
Contractor's Signature	Date	C.O. or C.O.R. Signature	Date	

Below are two samples of the construction project identification sign showing how this panel is adaptable for use to identify either military (top), or civil works projects (bottom). The graphic format for this 4′ x 6′ sign panel follows the legend guidelines and layout as specified below. The large 4′ x 4′ section of the panel on the right is to be white with black legend. The 2′ x 4′ section of the sign on the left with the full Corps signature (reverse version) is to be screen printed Communications Red on the white background.

This sign is to be placed with the Safety Performance Sign shown on the following page. Mounting and fabrication details are provided on page 16.4.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Legend Group 1: One- to two-line description of Corps relationship to project.
Color: White
Typeface: 1.25″ Helvetica Regular
Maximum line length: 19″

Legend Group 2: Division or District Name (optional). Placed below 10.5″ Reverse Signature (6″ Castle).
Color: White
Typeface: 1.25″ Helvetica Regular

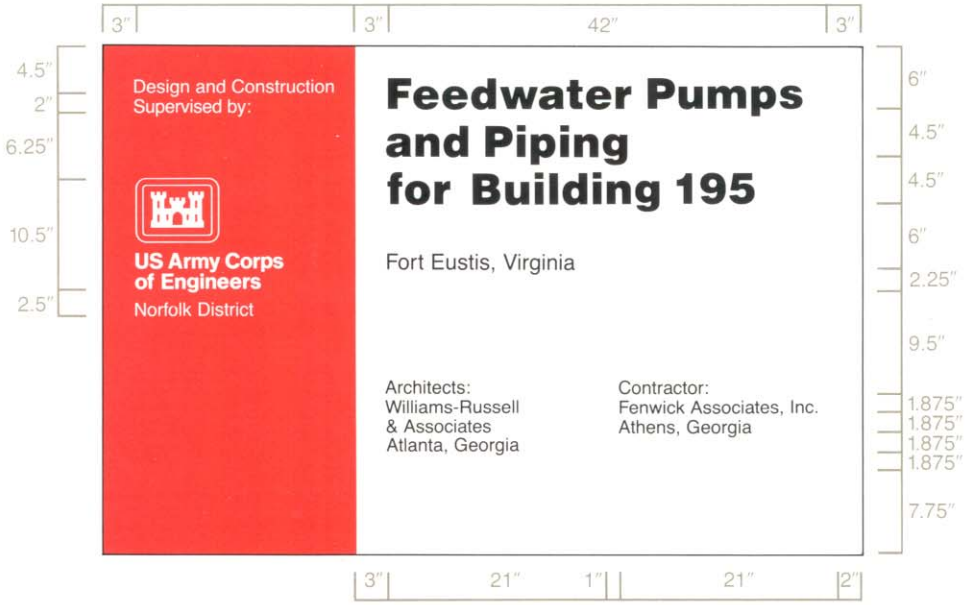
Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3″ Helvetica Bold
Maximum line length: 42″

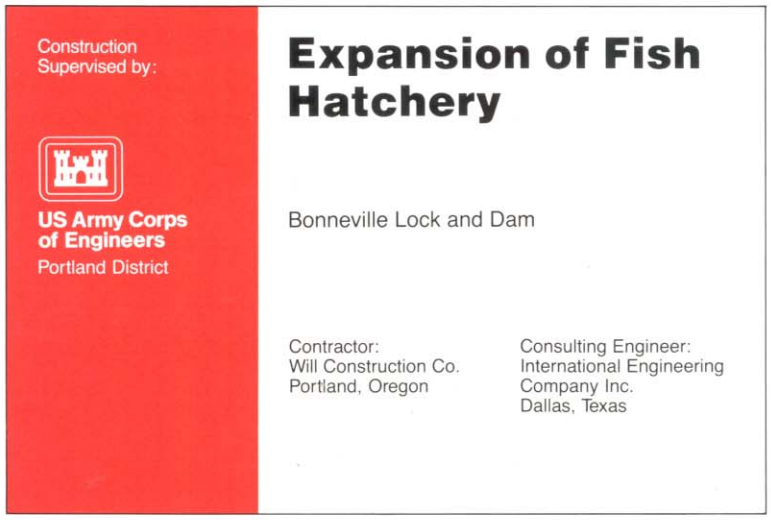
Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5″ Helvetica Regular
Maximum line length: 42″

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25″ Helvetica Regular
Maximum line length: 21″

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.





Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4″ x 6″	4″ x 4″	HDO-3	48″	WH-RD/BK

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign specified on page 16.2.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Special applications or situations not covered in these guidelines should be referred to the District/Division sign coordinator.

Legend Group 1: Standard two-line title "Safety is a Job Requirement", with (8" od.) Safety Green First Aid logo. Color: To match PMS 347
Typeface: 3" Helvetica Bold
Color: Black

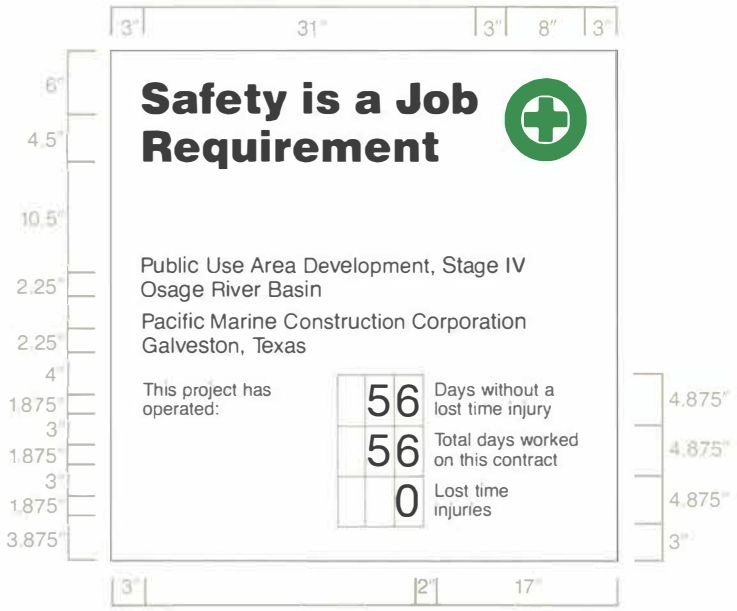
Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Legend Group 3: One- to two-line identification: name of prime contractor and city, state address.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

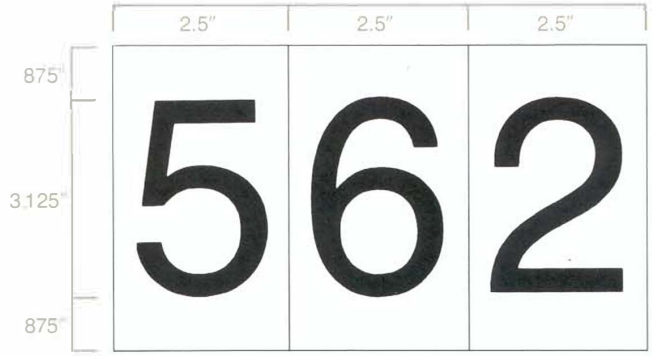
Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to background.
Color: Black
Typeface: 3" Helvetica Regular
Plate size: 2.5" x .5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D.



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4" x 4"	4" x 4"	HDO-3	48"	WH/BK-GR



All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown on pages 16.2-3. Detailed specifications for HDO plywood panel preparation are provided in Appendix B.

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.

For additional information on the proper method to prepare sign panel graphics, contact the District sign coordinator.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDO specifications provided in Appendix B.

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on pages 16.2-3.

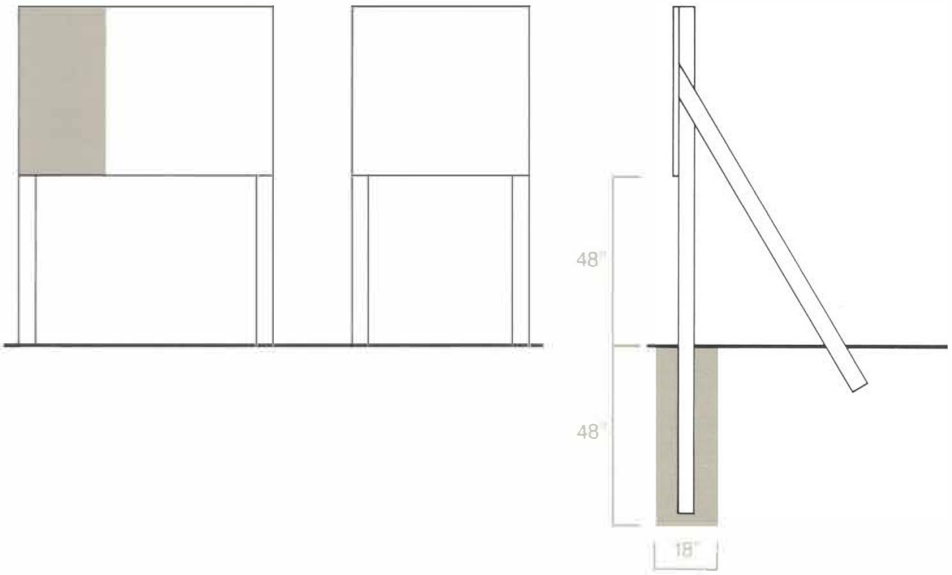
The 2' x 4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5").

Drill and insert six (6) .375" T-nuts from the front face of the HDO sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

Apply graphic panel to prepared HDO plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4" x 4" treated Douglas Fir or Southern Yellow Pine, No.1 or better. Post to be 12' long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4" x .375").

Assemble sign panel and uprights. Embed assembled sign panel and uprights in 4' hole. Local soil conditions and/or wind loading may require bolting additional 2" x 4" struts on inside face of uprights to reinforce installation as shown.



Construction Project Sign
Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5a: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Legend Group 5b: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Safety Performance Sign
Legend Group 1: Project Title

1. _____
2. _____

Legend Group 2: Contractor/A&E

1. _____
2. _____

3″ 21″ 3″ 42″ 3″

Design and Construction
Supervised by:

US Army Corps
of Engineers

New Orleans District

U.S.ARMY

Replacement of North Spillway Gates

Vertically center the featured text group for the project location (below), depending on the number of text lines in the above project title.

Lock and Dam 12
Mississippi River

Contractor:
Oscar Construction Co.
Kansas City, Missouri

Consulting Engineer:
Wilmington, Rotheau, and
Eddings Engineering, Inc.
Chicago, Illinois

21″ 1″ 21″ 2″

3” | 31” | 3” | 8” | 3”

6” | 4.5” | 10.5” | 2.25” | 3” | 2.25” | 3” | 4.875” | 4.875” | 5”

Safety is a Job Requirement

Gap Closures at Pump Station #3,
Interim Protection Plan, Phase 1

U.D.H. Builders, Inc.
Baton Rouge, Louisiana

Example

This project started	3	5	0 4
Date since last Lost time accident			
Total lost time injuries			0

4.875” | 4.875” | 4.5” | 3”

3” | 21” | 24”

.75” | 3” | .75”

5 | 0 | 4

2.5” | 1.25” | 2.5” | 2.5”

(NOT TO SCALE)

RECORDING SURVEYS FOR CROSS SECTIONS

RECORDING SURVEYS FOR CROSS SECTIONS

I. Before taking cross sections:

A. If the contract drawings contain a location with designated X & Y coordinates, then all shots for all surveys for that contract must have coordinates that conform to the designated coordinates.

B. If the contract drawings do not contain a location with designated X & Y coordinates, then only one location within the jobsite will be assumed to have an X & Y coordinates of 10000 & 10000 or of 20000 & 20000.

C. All permanent and temporary benchmarks will be given X & Y coordinates based on the designated location or the one assumed location. A list of benchmarks, elevations & coordinates must be sent to the affected area office within 2 days after having visited the site for the first time.

D. Cross sections should be taken in ascending order of center line stations. A mixture of center line and baseline stations will not be permitted.

II. Starting from a known point:

A. The survey for cross sections must be started from a point where the elevation, X coordinate, and Y coordinate are known. A benchmark where coordinates had been previously assigned is a good location to start from.

III. Input for Regular Land Survey Cross Sections:

A. First Line - The Date:

1. In setting up the instrument so that it can be placed in a location where a maximum number of shots can be obtained, some shots will be taken which are not for cross sections. At any rate, the first line will have a remark which will have the date. The remark will have the letter "D" followed by two numbers for the day of the month, then two numbers for the number of the month, and then two numbers for the last two numbers of the year.

2. Examples:

D010789	(the first day of July of 1989)
D150789	(the 15th day of July of 1989)
D080890	(the 8th day of August of 1990)

B. Second Line - File Name:

The second line will have a remark containing the file name. The file name for the work to be done will be alpha-numeric and will contain the following identifiers:

1. The letter "O", "F", "I" or "P" depending upon whether the survey is for originals, finals, intermediate check sections or profiles.

2. The contract number.

Note that the contract number contains 7 characters but we will use only 6. The fourth character from the right side of the contract number is always a zero and will not be used.

Example:

For contract No. 89-C-0064 use 89C064
For contract No. 89-C-0189 use 89C189
For contract No. 88-C-0104 use 88C104

3. A letter.

a. This letter will be used sequentially beginning with the letter "A". The letter will indicate that there is a time break or a change in type of survey being done from the previous surveys done on the same contract.

b. Example of use of the letter after the contract number.

If on the first day at one particular job some cross sections are taken for originals at one end of the job and then some other cross sections are taken for originals at the other end of the job, then the first set of cross sections will have a letter "A" and the second set will have a letter of "B". If the next day was spent only on getting more regular land survey cross sections for originals, then the letter will be "C". If on the third day more regular originals were taken and some regular finals also were taken, then the letters will be "D" and "E". If land survey cross section extensions (to reg. land survey cross sec.) taken for originals, and regular land survey cross sections taken for originals, and regular land survey cross sections taken for finals were done on the 4th day then the letters will be "F", "G", and "H".

4. A period.

5. The file name extension.

a. The file name extension must consist of 3 letters. The first letter or the first two letters indicate the type of cross section survey taken.

b. There are 14 possible types of surveys as follows:

1. Land survey cross sections taken for originals.

2. Land survey cross section extensions (to reg. land survey cross sec.) taken for originals.

3. Land survey cross section extensions (to soundings) taken for originals.

4. Land survey cross sections taken for finals.

5. Land survey cross section extensions (to reg. land survey cross sec.) taken for finals.

6. Land survey cross section extensions (to soundings) taken for finals.

7. Soundings taken for originals.

8. Soundings extensions (to reg. land survey cross sec.) taken for originals.

9. Soundings extensions (to soundings) taken for originals.

10. Soundings taken for finals.

11. Soundings extensions (to reg. land survey cross sec.) taken for finals.

12. Soundings extensions (to soundings) taken for finals.

13. Intermediate check sections

14. Profiles

c. The last letter of the extension is only a filler and will be the letter "A", except in following cases:

1. If a resubmission is required on any file, the resubmission will have the same letter after the contract no. and the last letter of the extension will be the letter "X". Example: O89C064D.LAA and O89C064D.LAX

2. When the letter after the contract no. is a "Z", the next file must start the alphabet again. When the alphabet is started again, then the last letter of the extension must change. Example: O89C064Z.LAA and O89C064A.LAB.

d. Examples of file name extensions:

Type of Survey Work Done	File Name Extension
Land survey cross sections	LAA
Land survey cross section extensions (to reg. land survey cross sec.)	LLA
Land survey cross section extensions (to soundings)	LSA
Soundings	SAA
Soundings extensions (to reg. land survey cross sec.)	SLA
Soundings extensions (to soundings)	SSA
Profiles	PAA
Land survey cross sections (after 1st alphabet is exhausted)	LAB
Land survey cross sections resubmission	LAX

6. Examples of complete file names:

O89C064A.LAA
O89C064B.LAA

O89C064C.LAA
O89C064D.LAA
F89C064E.LAA
O89C064F.LAA
O89C064G.LLA
F89C064H.LAA
O89C064B.LAX
O89C064A.LAB
O89C073A.LAA
F89C073B.LLA
F89C073C.SLA
O89C098A.SAA

7. Each file shall contain continuous cross sections. If cross sections are not continuous, a new file will be used for the 2nd continuous set of cross sections.

C. Third Line - Party Chief's Name:

A third line will be identified with the party chief's name.

D. Fourth Line - Extra Job Identification

The fourth line will have a remark that contains additional information necessary for this job. This might be such information as "Levee A-West" which means that survey was for levee A on the West Side. (Since this same contract also might have Levee B or an East Side, then this additional information is necessary).

E. Fifth Line - Identification of known point taking off from:

The fifth line will have a remark identifying the point that will be used to start the survey. The first letter of the remark will be a "T" or a "P" depending on whether the benchmark is a temporary or a permanent benchmark. The second, third and fourth characters will be "BM#". The rest of the remark will be the number of the benchmark. For example: TBM#5, PBM#3

F. Sixth Line - Elevation of known point:

The sixth line will have a remark identifying the elevation of the benchmark used to start the survey. The first character of the remark will be the letter "E" followed by the correct elevation. For Example: E10.463, E17.125.

G. Other shots not for Cross Sections:

In setting up the instrument in a location in which a maximum number of shots can be taken, more than one shot may be taken. The first shot will have the date, and the second shot will have the contract number as explained above. A sixth shot will identify the elevation of the benchmark. Any other shots not necessary for taking cross sections will be identified with the remark "NA".

H. Taking Cross Sections:

1. First Shot:

a. Immediately after taking the first shot in the first cross section, the side from the center line and the station number will be entered in the remark column.

b. There are only two sides from the center line -- land side and flood side. Irrespective of the actual terrain features at the jobsite and for survey purposes, landside and floodside is determined as follows: As the stations increase, landside will be on the left side. As the stations increase, floodside will be on the right side.

c. If in taking a cross section, the rodman with the reflector starts on the land side, then the station number will be preceded with a letter "L". If in taking a cross section, the rodman with the reflector starts on the flood side, then the station number will be preceded with a letter "F".

d. Examples: The 1st shot in a cross section will have a remark such as:

F1+00
L1+00
F301+62
L59+63.73

2. Every cross section taken must have a shot at the center line. This shot will be identified with the remark "CL". The letters "CL" are used at the beginning of a remark to denote the center line of the <u>cross section being taken.</u> The letters CL can also be used in the <u>middle</u> or the <u>end</u> of a remark to denote the center line of a ramp, etc. in the cross section being taken. (In such a case the remark could be "ramp CL" or "road CL" or "pipeline CL", etc.)

3. The last shot for a cross section will have a remark of "ES" for end of station.

4. The last shot for the last continuous cross section taken will have a remark of "EJ" for end of job.

5. Thus, if a group of cross sections are taken continuously, the first shot for the first station will have a remark of "L" or "F" and the station number. The last shot taken will have a remark of "EJ".

6. Cross sections are required at all PC, PI and PT points throughout the job. These cross sections will have a remark after the station number identifying the cross section. For example, the first shot will have a remark such as:

F1+00 PC
L1+00 PT

I. Moving the Instrument:

1. If the instrument is then moved because it is not located where it can take more cross sections, then the shots taken while moving will have a remark of "NA".

2. Upon resuming taking cross sections, the first shot will again have the remark showing either "L" or "F" and the station number.

J. Tying in to an established bench mark:

1. General:

At the end of the day or at the end of the job, the surveyor should tie in to an established bench mark (either temporary or permanent) to prove that the elevations that he had been carrying were correct.

2. Remarks for shots used going to a bench mark:

After the last "EJ" remark for that job or for that day, readings will be taken which are not for cross sections but are for the purpose of moving the reflector or the instrument toward the bench mark. Except for the last two shots, the rest of these shots will have a remark of "NA".

3. Remark for next to the last shot:

The remark for the next to the last shot will identify the bench mark that the instrument man is tying to. The first letter of the remark will be a "T" or a "P" depending upon whether the bench mark is a temporary or a permanent bench mark. The second, third and fourth characters will be "BM#". The rest of the remark will be the number of the bench mark.

4. Example remarks for next to last shots:

TBM#5
PBM#1
TBM#7
PBM#2

5. Remark for the last shot:

The last shot will be taken on the bench mark. It will have a remark that gives the correct elevation of the bench mark. The first character of the remark will be the letter "E" followed by the correct elevation.

6. Example remarks for last shot:

E54.734
E10.345
E37.433

IV. Input for Land Survey Cross Section Extensions:

A. General:

Sometimes regular land survey cross sections are taken and the survey did not extend far enough to the sides. In such cases, a second survey must be done of the ground that was not included originally. The second survey is an extension of the original survey. For the most part, extensions are taken like a regular land survey cross section.

1. First Line - The Date.

This line is explained in paragraph III.A.

2. Second Line - File Name.

This line is explained in paragraph III.B.

3. Third Line - Party Chief's Name.

This line is explained in paragraph III.C.

4. Fourth Line - Extra Job Identification.

This line is explained in paragraph III.D.

5. Fifth Line - Identification of known point taken off from.

This line is explained in paragraph III.E.

6. Sixth Line - Elevation of known point.

This line is explained in paragraph III.F.

7. Seventh Line - Shot at center line and station no.

The first shot is taken at the center line of the cross section to be extended. Either the letter F or L and the station number are entered in the remarks column.

8. Other lines.

Other lines contain the rest of the shots taken at the extended area of the cross section.

V. Sounding Extensions to a regular Land Survey (Minor Hydrographic Soundings, or Lead-Line Soundings).

A. General.

Sometimes regular land survey cross sections and the survey did not extend far enough to the sides. In such cases, a second survey must be done. However, the second survey will consist of lead-line soundings of a small body of water. The second survey is an extension of the original survey.

B. Offset Point.

An offset point must be established at or near the water's edge for every cross section to be extended. The distance from the center line of the cross section to the offset point must be measured and noted so that it can be used later.

C. Taking of the Extension.

Taking of these soundings will be as stipulated below:

1. First Line - The Date.

   This line is explained in paragraph III.A.

2. Second Line - File Name.

   This line is explained in paragraph III.B.

3. Third Line - Party Chief's Name.

   This line is explained in paragraph III.C.

4. Fourth Line - Extra Job Identification.

   This line is explained in paragraph III.D.

5. Fifth Line - Gage reading and letters "GA".

The reduced gage reading is inserted in column 2 of line 5. The reading is identified in the remarks column with the remark "GA". The letters "GA" stand for "reduced gage reading". These letters must be at the beginning of the remark. For example, the remark could be "GA" or "GA READ RED". This is the gage reading after it has been reduced. It is the real gage reading in terms of M.S.L. or M.L.G. or whatever is being used in the contract. The reduced gage reading is the amount that must be subtracted from each shot in order to have reduced elevations for every point in the cross section. The gage should be checked for every section extended. If the gage changes, then a similar line should be inserted before the shot that has the station number.

6. Sixth Line - Offset Point Distance and Station No.

The distance from the center line to the offset point is inserted in column 2 of line 6. The station Number is inserted in the remarks column of line 6.

7. Other Lines.

The first column of the other lines contains the distance from the offset point to the point in question. The second column of the other lines contains the elevation of the point in question. The third column of the other lines contains zeros or any number. The computer will not pay attention to the third column.

VI. Soundings (Major Hydrographic Soundings)

A. General.

This type of soundings cannot be taken with a total station and a data collector or with a data collector. This type of soundings are taken with a combination of transponder stations emitting location signals and a fathometer. In recent times, these soundings are taken with a combination of GPS (Global Positioning System) and a type of fathometer. The results are given in X, Y, and Z values.

B. Taking of Soundings.

The soundings are recorded as follows:

1. First Line - The Date.

   This line is explained in paragraph III.A.

2. Second Line - File Name.

   This line is explained in paragraph III.B.

3. Third Line - Party Chief's Name.

   This line is explained in paragraph III.C.

4. Fourth Line - Extra Job Identification.

This line contains any number in the first three columns. The remarks column will contain additional information necessary for this job. For example, it might contain the location of the job and whether it is the 3rd west pass or the second east pass, etc. A remark like "SWP WP-03" might stand for South West Pass, third west pass of the dredge.

5. Fifth Line - Extra Job Identification.

This line contains any number in the first three columns. The remarks column will contain additional information. For example, it might contain the length of the required swing of the dredge.

6. Sixth Line - Extra job identification.

This line contains any number in the first three columns. The remarks column will contain additional information. For example, it might contain the length of the actual swing of the dredge.

7. Seventh Line - Extra job identification.

The line contains any number in the first three columns. The remarks column will contain additional information necessary for this job. For example, it might contain the mid depth of the dredge.

8. Eighth Line - Extra job identification.

This line contains any number in the first three columns. The remarks column will contain additional information necessary for this job. For example, it might contain the unreduced gage reading.

9. Ninth Line - Gage readings and letters "GA".

This line contains any number in the first two columns. The reduced gage reading is inserted in third column and the letters "GA" are inserted in the remarks column. The letters "GA" stand for "reduced gage reading". These letters must be right after the comma. For example, the remark could be "GA", or "GA.REDUCED", or "GA.READ RED". This is the gage reading after it has been reduced. It is the real gage reading in terms of M.S.L. or M.L.G. or whatever is being used in the contract. (The reduced gage reading is the amount which must be subtracted from each shot in order to have reduced elevations for every point in the cross section.)

10. Tenth Line - First shot and station number.

This line contains the first shot for the cross section. Either the letter F or O and the station number are entered in the remarks column.

11. Other Lines - Other lines are like the lines in a regular land survey. The letters "CL" must be entered in the remarks column for the shot in the center line. The end of the section must be remarked with "ES" and the end of the last station taken in that survey must be remarked with "EJ".

VII. Output:

A. Format:

Every line must have at least the X, Y, and Z coordinates of every point. Some lines will be required to have a remark. Thus some lines will have 3 items and some lines will have 4 items.

B. When to send in data:

The survey data should be sent every day that survey work is done. At the end of the day, the party chief is responsible for transmitting the information.

SAMPLE FORMAT FOR DATA COLLECTOR OUTPUT

EXAMPLE OF REGULAR LAND SURVEY CROSS SECTIONS

```
 1000.0000,    1000.0000,   1000.0000,D191295
 1000.0000,    1000.0000,   1000.0000,O95C102C.LAA
 1000.0000,    1000.0000,   1000.0000,G.LEMOINE
 1000.0000,    1000.0000,   1000.0000,LEVEE A-WEST
 1000.0000,    1000.0000,   1000.0000,TBM202+04.27
 1000.0000,    1000.0000,   1000.0000,E11.33
36358.1855,   25654.9464,     -1.482,L191+85
36378.5365,   25673.0438,     -1.110,
36399.2325,   25690.6271,      0.687,
36418.8397,   25706.3318,      3.032,
36438.3191,   25719.2876,      6.463,RMP CRN
36452.3565,   25730.1831,      8.359,RMP CL
36465.8439,   25741.3032,      9.146,RMP CRN
36474.9891,   25751.1338,      9.422,
36479.0097,   25757.0631,     10.635,
36482.2797,   25760.6425,     11.258,CL
36486.3574,   25764.9339,     11.253,
36502.2576,   25779.7435,      8.663,
36516.2921,   25794.7149,      7.288,
36532.4536,   25809.4293,      5.505,
36545.0617,   25819.8074,      3.810,
36552.7482,   25826.9949,      3.345,ES
36562.3752,   25813.7499,      3.347,F192+00
36545.8606,   25799.6176,      4.955,
36529.2400,   25784.1861,      6.906,
36512.7904,   25769.6663,      8.633,
36500.9466,   25756.9077,     11.512,RMP CRN
36496.1462,   25752.8108,     11.882,
36492.8886,   25749.9533,     11.906,CL
36487.1553,   25744.3274,     11.560,RMP CL
36478.6873,   25733.9126,     10.193,RMP CRN
36466.5709,   25720.0180,      7.233,
36455.0153,   25707.7507,      5.680,
36436.1934,   25687.1011,      2.420,
36419.0729,   25667.1542,      0.335,
36400.8595,   25646.5162,     -1.222,
36384.6750,   25626.8703,     -1.646,ES
36397.1526,   25614.0217,     -1.413,L192+15
36415.8850,   25635.2876,     -0.901,
36433.5016,   25654.1330,      0.539,
```

36452.6424,	25676.0826,	2.773,	
36470.4934,	25696.5641,	6.252,	
36487.3775,	25717.6430,	8.029,	
36500.0236,	25734.7364,	11.337,	
36503.6627,	25739.2314,	11.615,	CL
36507.0302,	25743.6353,	11.615,	
36513.0782,	25751.6205,	11.254,	RMP CRN
36527.8794,	25765.3302,	9.341,	RMP CL
36544.5164,	25780.2843,	7.074,	RMP CRN
36560.0152,	25793.9867,	4.401,	
36570.7228,	25803.7558,	3.388,	EJ

EXAMPLE OF LAND EXTENSIONS TO REGULAR LAND SURVEY

```
COORD    110,      1,0
5245.19736107,   5000.00000000,   52.17241,D150689
5251.89347869,   5125.90878789,   28.17839,O89C052.LLA
5251.89347869,   5125.90878789,   28.17839,BURNS
5251.89347869,   5125.90878789,   28.17839,JOB INFO
5251.89347869,   5125.90878789,   25.00000,TBM#3
5251.89347869,   5125.90878789,   25.00000,E25.000
5251.02286571,   5143.09378000,   29.13236,F0+00
5251.91238765,   5164.00099910,   28.34230,
5252.93476740,   5190.00994490,   27.17382,
5253.34157670,   5200.00997830,   29.43786,
5254.35878835,   5225.00789990,   29.50780,ES
5145.13289435,   5000.04589390,   52.71820,F1+00
5150.93445890,   4839.38323990,   29.34372,
5153.61078347,   4823.74829083,   27.69857,
5158.84334598,   4793.18189570,   28.54788,
5163.61389998,   4765.31826397,   29.55386,EJ
5225.34578533,   5225.89634990,   52.34589,NA
5323.12903488,   4880.12903478,   32.89001,PBM#1
5476.23893451,   4798.89345788,   27.10893,E27.109
```

SAMPLE FORMAT FOR DATA COLLECTOR OUTPUT

EXAMPLE OF SOUNDING EXTENSION TO A REGULAR LAND SURVEY (LEAD-LINE SOUNDINGS) AND EXAMPLE OF SMALL STREAM SOUNDINGS

```
1000.00000000, 1000.00000000,  1000.00000000,D150793
1000.00000000, 1000.00000000,  1000.00000000,O93C078A.SAA
1000.00000000, 1000.00000000,  1000.00000000,B.LEMOINE
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   0.00010000,  320.00000000, -9999.00000000,F4+00
  20.00000000,    3.80000000, -9999.00000000,
  40.00000000,    6.00000000, -9999.00000000,
  60.00000000,   10.80000000, -9999.00000000,
  80.00000000,   21.80000000, -9999.00000000,
 100.00000000,   24.20000000, -9999.00000000,
 120.00000000,   24.90000000, -9999.00000000,
 140.00000000,   21.30000000, -9999.00000000,
 160.00000000,   17.00000000, -9999.00000000,
 180.00000000,   10.60000000, -9999.00000000,
 200.00000000,   10.90000000, -9999.00000000,ES
1000.00000000,    6.80000000, -9999.00000000,GA
   0.00010000,  320.00000000, -9999.00000000,F6+00
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  60.00000000,   10.00000000, -9999.00000000,
  80.00000000,   21.90000000, -9999.00000000,
 100.00000000,   24.50000000, -9999.00000000,
 120.00000000,   24.90000000, -9999.00000000,
 140.00000000,   22.00000000, -9999.00000000,
 160.00000000,   20.00000000, -9999.00000000,
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 200.00000000,   13.30000000, -9999.00000000,
 220.00000000,   10.60000000, -9999.00000000,EJ
```

EXAMPLE OF MAJOR SOUNDINGS

(Major hydrographic survey, such as soundings done at the head of passes of the Mississippi River)

```
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     0.00,      0.00,    0.00,O96C0450.SAA
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     0.00,      0.00,    0.00,SWP WP-03
     0.00,      0.00,  250.00,REQ'ED SWING
     0.00,      0.00,  250.00,ACTUAL SWING
     0.00,      0.00,  -47.00,MD
     0.00,      0.00,    3.20,ACTUAL GA READING
     0.00,      0.00,    0.00,GA READ REDUCED
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2615711.10,  102358.70,  -48.4
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2615685.70,  102379.30,  -49.7
2615676.30,  102385.00,  -49.3
2615667.00,  102391.80,  -48.2
2615660.19,  102394.71,  -48.5,CL
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2615647.10,  102404.40,  -49.2
2615637.10,  102411.10,  -48.4
2615627.00,  102417.40,  -49.0
2615615.10,  102425.00,  -49.6
2615606.00,  102431.60,  -48.5
2615596.80,  102437.90,  -48.1
2615584.20,  102447.90,  -48.7
2615574.70,  102454.40,  -49.5
2615565.10,  102460.90,  -49.6
2615553.40,  102467.70,  -47.5
2615543.00,  102473.70,  -47.7
2615532.30,  102479.20,  -48.4
2615521.50,  102484.80,  -47.4
2615510.70,  102490.10,  -47.3
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2615477.00,  102506.80,  -46.5
2615466.10,  102512.90,  -46.2
2615453.70,  102519.90,  -46.7
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2615433.90,  102532.30,  -46.4
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2615410.00,  102548.00,  -45.6
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SURVEY DATA SAMPLE

```
 NOTE:LAKEFRONT REACH 3 - 4TH LIFT PHASE-11 JEFFERSON PARISH
      LAKE PONTCHARTRAIN LA. AND VICINITY
      CROSS SECTIONS C/L STATION 216+00 TO 220+00
   1000.000,      1000.000,      100.000,D220413
   1000.000,      1000.000,      100.000,O12C054B.LAA
   1000.000,      1000.000,      100.000,JOE SMITH
   1000.000,      1000.000,      100.000,Reach 3 CROSS SECTIONS
   1000.000,      1000.000,      100.000,PBM ALCO 319
   1000.000,      1000.000,      100.000,Elev 4.31
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559000.544,   3634232.371,    7.402,
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PROJECT SCHEDULE

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for construction progress schedules, and all costs associated therewith shall be included in the applicable contract unit or job prices contained in the Bidding Schedule.

1.2 REFERENCES

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

AACE INTERNATIONAL (AACE)

AACE 29R-03	(2011) Forensic Schedule Analysis
AACE 52R-06	(2006) Time Impact Analysis - As Applied in Construction

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1-1-11	(2017) Administration -- Project Schedules

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Project Scheduler Qualifications; G, CD

Preliminary Project Schedule; G, CD

Initial Project Schedule; G, CD

Periodic Schedule Update; G, CD

1.4 PROJECT SCHEDULER QUALIFICATIONS

Designate an authorized representative to be responsible for the preparation of the schedule and all required updating and production of reports. The authorized representative must have a minimum of 2-years experience scheduling construction projects similar in size and nature to this project with scheduling software that meets the requirements of this specification. Representative must have a comprehensive knowledge of CPM scheduling principles and application.

PART 2 PRODUCTS

2.1 SOFTWARE

The scheduling software utilized to produce and update the schedules required herein must be capable of meeting all requirements of this specification.

2.1.1 Government Default Software

The Government will be using Primavera P6.

2.1.2 Contractor Software

Scheduling software used by the Contractor must be commercially available from the software vendor for purchase with vendor software support agreements available. The software routine used to create the required SDEF file must be created and supported by the software manufacturer.

2.1.2.1 Primavera

The Contractor shall provide the "xer" export file in a version of P6 importable by the Government system.

2.1.2.2 Other Than Primavera

If the Contractor chooses software other than Primavera P6, that is compliant with this specification, provide for the Government's use two licenses, two computers, and training for two Government employees in the use of the software. These computers will be stand-alone and not connected to Government network. Computers and licenses will be returned at project completion.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Prepare for approval a Project Schedule, as specified herein, pursuant to Contract Provision in Section 00 72 00 GENERAL CONDITIONS, entitled SCHEDULES FOR CONSTRUCTION CONTRACTS (FAR 52.236-15). Show in the schedule the proposed sequence to perform the work and dates contemplated for starting and completing all schedule activities. The scheduling of the entire project is required. The scheduling of construction is the responsibility of the Contractor. Contractor management personnel must actively participate in its development. Subcontractors and suppliers working on the project must also contribute in developing and maintaining an accurate Project Schedule. Provide a schedule that is a forward planning as well as a project monitoring tool. Use the Critical Path Method (CPM) of network calculation to generate all Project Schedules. Prepare each Project Schedule using the Precedence Diagram Method (PDM).

3.2 BASIS FOR PAYMENT AND COST LOADING

The schedule is the basis for determining contract earnings during each update period and therefore the amount of each progress payment. The aggregate value of all activities coded to a contract CLIN must equal the value of the CLIN.

3.2.1 Activity Cost Loading

Activity cost loading must be reasonable and without front-end loading. Provide additional documentation to demonstrate reasonableness if requested by the Contracting Officer.

3.2.2 Withholdings / Payment Rejection

Failure to meet the requirements of this specification may result in the disapproval of the preliminary, initial, or periodic schedule updates and subsequent rejection of payment requests until compliance is met. In the event that the Contracting Officer directs schedule revisions and those revisions have not been included in subsequent Project Schedule revisions or updates, the Contracting Officer may withhold 10 percent of pay request amount from each payment period until such revisions to the project schedule have been made.

3.3 PROJECT SCHEDULE DETAILED REQUIREMENTS

3.3.1 Level of Detail Required

Develop the Project Schedule to the appropriate level of detail to address major milestones and to allow for satisfactory project planning and execution. Failure to develop the Project Schedule to an appropriate level of detail will result in its disapproval. The Contracting Officer will consider, but is not limited to, the following characteristics and requirements to determine appropriate level of detail:

3.3.2 Activity Durations

Reasonable activity durations are those that allow the progress of ongoing activities to be accurately determined between update periods. Less than 2 percent of all non-procurement activities may have Original Durations (OD) greater than 20 work days or 30 calendar days.

3.3.3 Procurement Activities

Include activities associated with the critical submittals and their approvals, procurement, fabrication, and delivery of long lead materials, equipment, fabricated assemblies, and supplies. Long lead procurement activities are those with an anticipated procurement sequence of over 90 calendar days.

3.3.4 Mandatory Tasks

Include the following activities/tasks as they are applicable to the project in the initial project schedule and all updates.

a. Submission, review and acceptance of SD-01 Preconstruction Submittals (individual activity for each).

b. Submission of mechanical/electrical/information systems layout drawings.

c. Long procurement activities

d. Submission and approval of O & M manuals.

e. Submission and approval of as-built drawings.

f. Submission and approval of DD1354 data and installed equipment lists.

g. Submission and approval of testing and air balance (TAB).

h. Submission of TAB specialist design review report.

i. Submission and approval of fire protection specialist.

j. Submission and approval of Building Commissioning Plan, test data, and reports: Develop the schedule logic associated with testing and commissioning of mechanical systems to a level of detail consistent with the contract commissioning requirements. All tasks associated with all building testing and commissioning will be completed prior to submission of building commissioning report and subsequent contract completion.

k. Air and water balancing.

l. Building commissioning - Functional Performance Testing.

m. Controls testing plan submission.

n. Controls testing.

o. Performance Verification testing.

p. Other systems testing, if required.

q. Contractor's pre-final inspection.

r. Correction of punch list from Contractor's pre-final inspection.

s. Government's pre-final inspection.

t. Correction of punch list from Government's pre-final inspection.

u. Final inspection.

3.3.5 Government Activities

Show Government and other agency activities that could impact progress. These activities include, but are not limited to: approvals, environmental permit approvals by State regulators, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.3.6 Standard Activity Coding Dictionary

Use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11. This exact structure is mandatory. Develop and assign all Activity Codes to activities as detailed herein. A template SDEF compatible schedule backup file is available on the QCS web site: http://rms.usace.army.mil.

The SDEF format is as follows:

Field	Activity Code	Length	Description
1	WRKP	3	Workers per day
2	RESP	4	Responsible party
3	AREA	4	Area of work
4	MODF	6	Modification Number
5	BIDI	6	Bid Item (CLIN)
6	PHAS	2	Phase of work
7	CATW	1	Category of work
8	FOW	20	Feature of work*

*Some systems require that FEATURE OF WORK values be placed in several activity code fields. The notation shown is for Primavera P6. Refer to the specific software guidelines with respect to the FEATURE OF WORK field requirements.

3.3.6.1 Workers Per Day (WRKP)

Assign Workers per Day for all field construction or direct work activities, if directed by the Contracting Officer. Workers per day is based on the average number of workers expected each day to perform a task for the duration of that activity.

3.3.6.2 Responsible Party Coding (RESP)

Assign responsibility code for all activities to the Prime Contractor, Subcontractor(s) or the Government agency responsible for performing the activity.

a. Activities coded with a Government Responsibility code include, but are not limited to: Government approvals, Government design reviews, environmental permit approvals by State regulators, Government Furnished Property/Equipment (GFP) and Notice to Proceed (NTP) for phasing requirements.

b. Activities cannot have more than one Responsibility Code. Examples of acceptable activity code values are: DOR (for the designer of record); ELEC (for the electrical subcontractor); MECH (for the mechanical subcontractor); and GOVT (for USACE).

3.3.6.3 Area of Work Coding (AREA)

Assign Work Area code to activities based upon the work area in which the activity occurs. Define work areas based on resource constraints or space constraints that would preclude a resource, such as a particular trade or craft work crew from working in more than one work area at a time due to restraints on resources or space. Examples of Work Area Coding include different areas within a floor of a building, different floors within a building, and different buildings within a complex of buildings. Activities cannot have more than one Work Area Code. Not all activities

are required to be Work Area coded. A lack of Work Area coding indicates the activity is not resource or space constrained.

3.3.6.4 Modification Number (MODF)

Assign a Modification Number Code to any activity or sequence of activities added to the schedule as a result of a Contract Modification, when approved by Contracting Officer. Key all Code values to the Government's modification numbering system. An activity can have only one Modification Number Code.

3.3.6.5 Bid Item Coding (BIDI)

Assign a Bid Item Code to all activities using the Contract Line Item Schedule (CLIN) to which the activity belongs, even when an activity is not cost loaded. An activity can have only one BIDI Code.

3.3.6.6 Phase of Work Coding (PHAS)

Assign Phase of Work Code to all activities. Examples of phase of work are submittal phase, procurement phase, and construction phase. Each activity can have only one Phase of Work code.

a. Code proposed fast track design and construction phases proposed to allow filtering and organizing the schedule by fast track design and construction packages.

b. If the contract specifies phasing with separately defined performance periods, identify a Phase Code to allow filtering and organizing the schedule accordingly.

3.3.6.7 Category of Work Coding (CATW)

Assign a Category of Work Code to all activities. Category of Work Codes include, but are not limited to construction submittal, procurement, fabrication, weather sensitive installation, non-weather sensitive installation, start-up, and testing activities. Each activity can have no more than one Category of Work Code.

3.3.6.8 Feature of Work Coding (FOW)

Assign a Feature of Work Code to appropriate activities based on the Definable Feature of Work to which the activity belongs based on the approved QC plan.

Definable Feature of Work is defined in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL. An activity can have only one Feature of Work Code.

3.3.7 Contract Milestones and Constraints

Milestone activities are to be used for significant project events including, but not limited to, project phasing, project start and end activities, or interim completion dates. The use of artificial float constraints such as "zero free float" or "zero total float" are prohibited. Mandatory constraints that ignore or effect network logic are prohibited. No constrained dates are allowed in the schedule other than those specified herein. Submit additional constraints to the Contracting Officer for approval on a case by case basis.

3.3.7.1 Project Start Date Milestone and Constraint

The first activity in the project schedule must be a start milestone titled "NTP Acknowledged," which must have a "Start On" constraint date equal to the date that the NTP is acknowledged.

3.3.7.2 End Project Finish Milestone and Constraint

The last activity in the schedule must be a finish milestone titled "End Project."

Constrain the project schedule to the Contract Completion Date in such a way that if the schedule calculates an early finish, then the float calculation for "End Project" milestone reflects positive float on the longest path. If the project schedule calculates a late finish, then the "End Project" milestone float calculation reflects negative float on the longest path. The Government is under no obligation to accelerate Government activities to support a Contractor's early completion.

3.3.7.3 Interim Completion Dates and Constraints

Constrain contractually specified interim completion dates to show negative float when the calculated late finish date of the last activity in that phase is later than the specified interim completion date.

3.3.7.3.1 Start Phase

Use a start milestone as the first activity for a project phase. Call the start milestone "Start Phase X" where "X" refers to the phase of work.

3.3.7.3.2 End Phase

Use a finish milestone as the last activity for a project phase. Call the finish milestone "End Phase X" where "X" refers to the phase of work.

3.3.8 Calendars

a. Schedule activities on a Calendar to which the activity logically belongs. Develop calendars to accommodate any contract defined work period such as a 7-day calendar for Government Acceptance activities, concrete cure times, etc. Develop the default Calendar to match the physical work plan with non-work periods identified including weekends and holidays. Develop Seasonal Calendar(s) and assign to seasonally affected activities as applicable.

b. If an activity is weather sensitive it should be assigned to a calendar showing non-work days on a monthly basis, with the non-work days selected at random across the weeks of the calendar, using the anticipated adverse weather delay work days provided in the Section 01 10 00 - GENERAL PROVISIONS, paragraph TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER. Assign non-work days over a seven-day week as weather records are compiled on seven-day weeks, which may cause some of the weather related non-work days to fall on weekends.

3.3.9 Open Ended Logic

a. Only two open ended activities are allowed: the first activity "NTP Acknowledged" may have no predecessor logic, and the last activity -"End Project" may have no successor logic.

b. Predecessor open ended logic may be allowed in a time impact analyses upon the Contracting Officer's approval.

3.3.10 Default Progress Data Disallowed

Actual Start and Finish dates must not automatically update with default mechanisms included in the scheduling software. Updating of the percent complete and the remaining duration of any activity must be independent functions. Disable program features that calculate one of these parameters from the other. Activity Actual Start (AS) and Actual Finish (AF) dates assigned during the updating process must match those dates provided in the Contractor Quality Control Reports. Failure to document the AS and AF dates in the Daily Quality Control report will result in disapproval of the Contractor's schedule.

3.3.11 Out-of-Sequence Progress

Activities that have progressed before all preceding logic has been satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case basis subject to approval by the Contracting Officer. Propose logic corrections to eliminate out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule. Address out of sequence progress or logic changes in the Narrative Report and in the periodic schedule update meetings.

3.3.12 Added and Deleted Activities

Do not delete activities from the project schedule or add new activities to the schedule without approval from the Contracting Officer. Activity ID and description changes are considered new activities and cannot be changed without Contracting Officer approval.

3.3.13 Original Durations

Activity Original Durations (OD) must be reasonable to perform the work item. OD changes are prohibited unless justification is provided and approved by the Contracting Officer.

3.3.14 Leads, Lags, and Start to Finish Relationships

Lags must be reasonable as determined by the Government and not used in place of realistic original durations, must not be in place to artificially absorb float, or to replace proper schedule logic.

a. Leads (negative lags) are prohibited.

b. Start to Finish (SF) relationships are prohibited.

3.3.15 Retained Logic

Schedule calculations must retain the logic between predecessors and successors ("retained logic" mode) even when the successor activity(s) starts and the predecessor activity(s) has not finished (out-of-sequence progress). Software features that in effect sever the tie between predecessor and successor activities when the successor has started and the predecessor logic is not satisfied ("progress override") are not be allowed.

3.3.16 Percent Complete

Update the percent complete for each activity started, based on the realistic assessment of earned value. Activities which are complete but for remaining minor punch list work and which do not restrain the initiation of successor activities may be declared 100 percent complete to allow for proper schedule management.

3.3.17 Remaining Duration

Update the remaining duration for each activity based on the number of estimated work days it will take to complete the activity. Remaining duration may not mathematically correlate with percentage found under paragraph entitled Percent Complete.

3.3.18 Cost Loading of Closeout Activities

Cost load the "Correction of punch list from Government pre-final inspection" activity(ies) not less than 1 percent of the present contract value. Activity(ies) may be declared 100 percent complete upon the Government's verification of completion and correction of all punch list work identified during Government pre-final inspection(s).

3.3.18.1 As-Built Drawings

If there is no separate contract line item (CLIN) for as-built drawings, cost load the "Submission and approval of as-built drawings" activity not less than $35,000 or 1 percent of the present contract value, which ever is greater, up to $200,000. Activity will be declared 100 percent complete upon the Government's approval.

3.3.18.2 O & M Manuals

Cost load the "Submission and approval of O & M manuals" activity not less than $20,000. Activity will be declared 100 percent complete upon the Government's approval of all O & M manuals.

3.3.19 Early Completion Schedule and the Right to Finish Early

An Early Completion Schedule is an Initial Project Schedule (IPS) that indicates all scope of the required contract work will be completed before the contractually required completion date.

a. No IPS indicating an Early Completion will be accepted without being fully resource-loaded (including crew sizes and manhours) and the Government agreeing that the schedule is reasonable and achievable.

b. The Government is under no obligation to accelerate work items it is responsible for to ensure that the early completion is met nor is it responsible to modify incremental funding (if applicable) for the project to meet the Contractor's accelerated work.

3.4 PROJECT SCHEDULE SUBMISSIONS

Provide the submissions as described below. The data file, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS. If the Contractor fails or refuses to furnish the information and schedule updates as set forth herein, then the Contractor will be deemed not to have provided an estimate upon which a

progress payment can be made. Review comments made by the Government on the schedule(s) do not relieve the Contractor from compliance with requirements of the Contract Documents.

3.4.1 Preliminary Project Schedule Submission

Within 15 calendar days after the NTP is acknowledged submit the Preliminary Project Schedule defining the planned operations detailed for the first 90 calendar days for approval. The approved Preliminary Project Schedule will be used for payment purposes not to exceed 90 calendar days after NTP. Completely cost load the Preliminary Project Schedule to balance the contract award CLINS shown on the Price Schedule. The Preliminary Project Schedule may be summary in nature for the remaining performance period. It must be early start and late finish constrained and logically tied as specified. The Preliminary Project Schedule forms the basis for the Initial Project Schedule specified herein and must include all of the required plan and program preparations, submissions and approvals identified in the contract (for example, Quality Control Plan, Safety Plan, and Environmental Protection Plan) as well as design activities, planned submissions of all early design packages, permitting activities, design review conference activities, and other non-construction activities intended to occur within the first 90 calendar days. Government acceptance of the associated design package(s) and all other specified Program and Plan approvals must occur prior to any planned construction activities. Activity code any activities that are summary in nature after the first 90 calendar days with Bid Item (CLIN) code (BIDI), Responsibility Code (RESP) and Feature of Work code (FOW).

3.4.2 Initial Project Schedule Submission

Submit the Initial Project Schedule for approval within 42 calendar days after Notice to Proceed is issued. The schedule must demonstrate a reasonable and realistic sequence of activities which represent all work through the entire contract performance period. No payment will be made for work items not fully detailed in the Project Schedule.

3.4.3 Periodic Schedule Updates

Update the Project Schedule on a regular basis, monthly at a minimum. Provide a draft Periodic Schedule Update for review at the schedule update meetings as prescribed in the paragraph PERIODIC SCHEDULE UPDATE MEETINGS. These updates will enable the Government to assess Contractor's progress.

a. Update information including Actual Start Dates (AS), Actual Finish Dates (AF), Remaining Durations (RD), and Percent Complete is subject to the approval of the Government at the meeting.

b. AS and AF dates must match the date(s) reported on the Contractor's Quality Control Report for an activity start or finish.

3.5 SUBMISSION REQUIREMENTS

Submit the following items for the Preliminary Schedule, Initial Schedule, and every Periodic Schedule Update throughout the life of the project:

3.5.1 Data Submission

Provide the data containing the current project schedule and all

previously submitted schedules in the format of the scheduling software (e.g. .xer). Also include in the data submitted the Narrative Report and all required Schedule Reports. The data reports shall indicate the type of schedule (Preliminary, Initial, Update), full contract number, Data Date and file name. Each schedule must have a unique file name and use project specific settings. The Contractor shall email the files in the format of the scheduling software to the Contracting Officer's representative responsible for the inspection of this contract.

3.5.2 Narrative Report

Provide a Narrative Report with each schedule submission. The Narrative Report is expected to communicate to the Government the thorough analysis of the schedule output and the plans to compensate for any problems, either current or potential, which are revealed through that analysis. Include the following information as minimum in the Narrative Report:

a. Identify and discuss the work scheduled to start in the next update period.

b. A description of activities along the two most critical paths where the total float is less than or equal to 20 work days.

c. A description of current and anticipated problem areas or delaying factors and their impact and an explanation of corrective actions taken or required to be taken.

d. Identify and explain why activities based on their calculated late dates should have either started or finished during the update period but did not.

e. Identify and discuss all schedule changes by activity ID and activity name including what specifically was changed and why the change was needed. Include at a minimum new and deleted activities, logic changes, duration changes, calendar changes, lag changes, resource changes, and actual start and finish date changes.

f. Identify and discuss out-of-sequence work.

3.5.3 Schedule Reports

The format, filtering, organizing and sorting for each schedule report will be as directed by the Contracting Officer. Typically, reports shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float, Actual Start Date, Actual Finish Date, and Percent Complete. Provide the reports electronically in .pdf format. One or all of these reports may be requested for each schedule submission. The following lists typical reports that will be requested:

3.5.3.1 Activity Report

List of all activities sorted according to activity number.

3.5.3.2 Logic Report

List of detailed predecessor and successor activities for every activity in ascending order by activity number.

3.5.3.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. List activities which have the same amount of total float in ascending order of Early Start Dates. Do not show completed activities on this report.

3.5.3.4 Earnings Report by CLIN

A compilation of the Total Earnings on the project from the NTP to the data date, which reflects the earnings of activities based on the agreements made in the schedule update meeting defined herein. Provided a complete schedule update has been furnished, this report serves as the basis of determining progress payments. Group activities by CLIN number and sort by activity number. Provide a total CLIN percent earned value, CLIN percent complete, and project percent complete. The printed report must contain the following for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Earnings to Date, Earnings this period, Total Quantity, Quantity to Date, and Percent Complete (based on cost).

3.5.3.5 Schedule Log

Provide a Scheduling/Leveling Report generated from the current project schedule being submitted.

3.5.4 Network Diagram

The Network Diagram is required for the Preliminary, Initial and Periodic Updates. Depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.4.1 Continuous Flow

Show a continuous flow from left to right with no arrows from right to left. Show the activity number, description, duration, and estimated earned value on the diagram.

3.5.4.2 Project Milestone Dates

Show dates on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.4.3 Critical Path

Show all activities on the critical path. The critical path is defined as the longest path.

3.5.4.4 Banding

Organize activities using the WBS or as otherwise directed to assist in the understanding of the activity sequence. Typically, this flow will group activities by major elements of work, category of work, work area and/or responsibility.

3.5.4.5 Cash Flow / Schedule Variance Control (SVC) Diagram

With each schedule submission, provide a SVC diagram showing 1) Cash Flow S-Curves indicating planned project cost based on projected early and late activity finish dates, and 2) Earned Value to-date.

3.6 PERIODIC SCHEDULE UPDATE

3.6.1 Periodic Schedule Update Meetings

Conduct periodic schedule update meetings for the purpose of reviewing the proposed Periodic Schedule Update, Narrative Report, Schedule Reports, and progress payment. Conduct meetings at least monthly within five days of the proposed schedule data date. Provide a computer with the scheduling software loaded and a projector which allows all meeting participants to view the proposed schedule during the meeting. The Contractor's authorized scheduler must organize, group, sort, filter, perform schedule revisions as needed and review functions as requested by the Contractor and/or Government. The meeting is a working interactive exchange which allows the Government and Contractor the opportunity to review the updated schedule on a real time and interactive basis. The meeting will last no longer than 8 hours. Provide a draft of the proposed narrative report and schedule data file to the Government a minimum of two workdays in advance of the meeting. The Contractor's Project Manager and scheduler must attend the meeting with the authorized representative of the Contracting Officer. Superintendents, foremen and major subcontractors must attend the meeting as required to discuss the project schedule and work. Following the periodic schedule update meeting, make corrections to the draft submission. Include only those changes approved by the Government in the submission and invoice for payment.

3.6.2 Update Submission Following Progress Meeting

Submit the complete Periodic Schedule Update of the Project Schedule containing all approved progress, revisions, and adjustments, pursuant to paragraph SUBMISSION REQUIREMENTS not later than 4 work days after the periodic schedule update meeting.

3.7 WEEKLY PROGRESS MEETINGS

Conduct a weekly meeting with the Government (or as otherwise mutually agreed to) between the meetings described in paragraph entitled PERIODIC SCHEDULE UPDATE MEETINGS for the purpose of jointly reviewing the actual progress of the project as compared to the as planned progress and to review planned activities for the upcoming two weeks. Use the current approved schedule update for the purposes of this meeting and for the production and review of reports. At the weekly progress meeting, address the status of RFIs, RFPs and Submittals.

3.8 REQUESTS FOR TIME EXTENSIONS

Provide a justification of delay to the Contracting Officer in accordance with the contract provisions and clauses for approval within 10 days of a delay occurring. Also prepare a time impact analysis for each Government request for proposal (RFP) to justify time extensions.

3.8.1 Justification of Delay

Provide a description of the event(s) that caused the delay and/or impact

to the work. As part of the description, identify all schedule activities impacted. Show that the event that caused the delay/impact was the responsibility of the Government. Provide a time impact analysis that demonstrates the effects of the delay or impact on the project completion date or interim completion date(s). Evaluate multiple impacts chronologically; each with its own justification of delay. With multiple impacts consider any concurrency of delay. A time extension and the schedule fragnet becomes part of the project schedule and all future schedule updates upon approval by the Contracting Officer.

3.8.2 Time Impact Analysis (Prospective Analysis)

Prepare a time impact analysis for approval by the Contracting Officer based on industry standard AACE 52R-06. Utilize a copy of the last approved schedule prior to the first day of the impact or delay for the time impact analysis. If Contracting Officer determines the time frame between the last approved schedule and the first day of impact is too great, prepare an interim updated schedule to perform the time impact analysis. Unless approved by the Contracting Officer, no other changes may be incorporated into the schedule being used to justify the time impact.

3.8.3 Forensic Schedule Analysis (Retrospective Analysis)

Prepare an analysis for approval by the Contracting Officer based on industry standard AACE 29R-03.

3.8.4 Fragmentary Network (Fragnet)

Prepare a proposed fragnet for time impact analysis consisting of a sequence of new activities that are proposed to be added to the project schedule to demonstrate the influence of the delay or impact to the project's contractual dates. Clearly show how the proposed fragnet is to be tied into the project schedule including all predecessors and successors to the fragnet activities. The proposed fragnet must be approved by the Contracting Officer prior to incorporation into the project schedule.

3.8.5 Time Extension

The Contracting Officer must approve the Justification of Delay including the time impact analysis before a time extension will be granted. No time extension will be granted unless the delay consumes all available Project Float and extends the projected finish date ("End Project" milestone) beyond the Contract Completion Date. The time extension will be in calendar days. Actual delays that are found to be caused by the Contractor's own actions, which result in a calculated schedule delay will not be a cause for an extension to the performance period, completion date, or any interim milestone date.

3.8.6 Impact to Early Completion Schedule

No extended overhead will be paid for delay prior to the original Contract Completion Date for an Early Completion IPS unless the Contractor actually performed work in accordance with that Early Completion Schedule. The Contractor must show that an early completion was achievable had it not been for the impact.

3.9 FAILURE TO ACHIEVE PROGRESS

Should the progress fall behind the approved project schedule for reasons other than those that are excusable within the terms of the contract, the Contracting Officer may require provision of a written recovery plan for approval. The plan must detail how progress will be made-up to include which activities will be accelerated by adding additional crews, longer work hours, extra work days, etc.

3.9.1 Artificially Improving Progress

Artificially improving progress by means such as, but not limited to, revising the schedule logic, modifying or adding constraints, shortening activity durations, or changing calendars in the project schedule is prohibited. Indicate assumptions made and the basis for any logic, constraint, duration and calendar changes used in the creation of the recovery plan. Any additional resources, manpower, or daily and weekly work hour changes proposed in the recovery plan must be evident at the work site and documented in the daily report along with the Schedule Narrative Report.

3.9.2 Failure to Perform

Failure to perform work and maintain progress in accordance with the supplemental recovery plan may result in an interim and final unsatisfactory performance rating and may result in corrective action directed by the Contracting Officer pursuant to FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS, FAR 52.249-10 Default (Fixed-Price Construction), and other contract provisions.

3.9.3 Recovery Schedule

Should the Contracting Officer find it necessary, submit a recovery schedule pursuant to FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS.

3.10 OWNERSHIP OF FLOAT

Except for the provision given in the paragraph IMPACT TO EARLY COMPLETION SCHEDULE, float available in the schedule, at any time, may not be considered for the exclusive use of either the Government or the Contractor including activity and/or project float. Activity float is the number of work days that an activity can be delayed without causing a delay to the "End Project" finish milestone. Project float (if applicable) is the number of work days between the projected early finish and the contract completion date milestone.

3.11 TRANSFER OF SCHEDULE DATA INTO RMS

Ensure schedule data is uploaded to RMS. This data is additional supporting data in a form and detail required by the Contracting Officer pursuant to Section 00 72 00 GENERAL CONDITIONS, entitled PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR 52.232-5). The receipt of a proper payment request pursuant to Section 00 72 00 GENERAL CONDITIONS, entitled PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FAR 52.232-27) is contingent upon the Government receiving both acceptable and approvable hard copies and matching electronic versions of the application for progress payment.

3.12 PRIMAVERA P6 MANDATORY REQUIREMENTS

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

a. Activity Codes must be Project Level, not Global or EPS level.

b. Calendars must be Project Level, not Global or Resource level.

c. Activity Duration Types must be set to "Fixed Duration & Units".

d. Percent Complete Types must be set to "Physical".

e. Time Period Admin Preferences must remain the default "8.0 hr/day, 40 hr/week, 172 hr/month, 2000 hr/year". Set Calendar Work Hours/Day to 8.0 Hour days.

f. Set Schedule Option for defining Critical Activities to "Longest Path".

g. Set Schedule Option for defining progressed activities to "Retained Logic".

h. Set up cost loading using a single lump sum labor resource. The Price/Unit must be $1/hr, Default Units/Time must be "8h/d", and settings "Auto Compute Actuals" and "Calculate costs from units" selected.

i. Activity ID's must not exceed 10 characters.

j. Activity Names must have the most defining and detailed description within the first 30 characters.

-- End of Section --

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SECTION 01 33 00

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for submittal requirements as specified herein. Payment for the work covered under this section shall be distributed throughout the existing bid items. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.2 DEFINITIONS

1.2.1 Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections. Submittals are identified by SD numbers and titles as follows.

SD-01 Preconstruction Submittals

Certificates of insurance.
Surety bonds.
List of proposed subcontractors.
List of proposed products.
Construction Progress Schedule.
Submittal register.
Schedule of prices.
Health and safety plan.
Work plan.
Quality control plan.
Environmental protection plan.
Traffic Control Plan.

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.SD-05 Design Data

Design calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or

system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports.

Daily logs and checklists.

Final acceptance test and operational test procedure.

SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

Text of posted operating instructions.

1.2.2 Approving Authority

Office or designated person authorized to approve submittal.

1.2.3 Work

As used in this section, on-site and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.3 SUBMITTALS

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

SD-01 Preconstruction Submittals

Submittal Register; G

1.4 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.4.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Clause in Section 00 72 00 GENERAL CONDITIONS, entitled SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21), they are considered to be "shop drawings." Any reference to Government approval by the Contracting Officer (CO) includes the approving authority of the CO, the Administrative Contracting Officer (ACO), or the Contracting Officer's Representative (COR).

1.4.2 Information Only

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

1.5 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals must not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.6 DISAPPROVED SUBMITTALS

The Contractor must respond to all concerns expressed by the Contracting Officer and promptly make any corrections necessary to address those concerns. The Contractor must promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Clause in Section 00 72 00 GENERAL CONDITIONS, entitled CHANGES (FAR 52.243-4), must be given promptly to the Contracting Officer.

1.7 GENERAL

The Contractor must submit all items listed on the Submittal Register (ENG Form 4288) or specified in the other sections of these specifications. The Contractor must make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals must be the same as those used in the contract drawings. Each submittal must be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to

submittal, all items must be checked and approved by the Contractor's Quality Control (CQC) representative and each item must be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements must be clearly identified. Submittals must include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval must be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work must be picked up and disposed of in accordance with manufacturer's Safety Data Sheets (SDS) and in compliance with existing laws and regulations.

1.8 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this submittal register may not be all inclusive and additional submittals may be required. The Contractor must maintain a submittal register for the project in accordance with Section 01 45 00.15 10 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM). The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor must maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor must track all submittals.

1.9 SCHEDULING

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

1.10 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section must be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms are included in the QCS software that the Contractor is required to use for this contract. This form must be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care must 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. In order to expedite review of submittals, an electronic copy of all submittals must be sent to the Contracting Officer's Representative along with the hard copies. Each submittal shall be submitted, with its complete backup material, in both paper and electronic form. Electronic files must be .pdf, .dgn, .dwg, .docx, or other formats acceptable to the Contracting Officer's Representative.

1.11 SUBMITTAL PROCEDURES

Submittals must be made as follows:

1.11.1 Procedures

Procedures for submittals will be stipulated by the Contracting Officer at the preconstruction conference.

1.11.2 Deviations

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

1.12 CONTROL OF SUBMITTALS

The Contractor must carefully control his/her procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register".

1.13 GOVERNMENT APPROVED SUBMITTALS

All submittals must be received through RMS, including any attachments. Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. The Contractor must provide at least one (1) hard copy to the Government Inspector of all submittals. This copy will be retained by the Contracting Officer. If the Contractor requires the return of any hard copies for their records, these copies must be provided in addition to the one (1) Government copy at the time of submittal.

1.14 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe. The Contractor must also submit electronic copies (e.g., .pdf files) of all submittals to expedite the review and approval process.

1.15 STAMPS

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

CONTRACTOR

(Firm Name)

_____ Approved

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

SIGNATURE: _____

TITLE: _____

DATE: _____

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

-- End of Section --

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
CDF-22 Degrading

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 32 01.00 12	SD-01 Preconstruction Submittals															
			Project Scheduler Qualifications	1.4	G CD													
			Preliminary Project Schedule	3.4.1	G CD													
			Initial Project Schedule	3.4.2	G CD													
			Periodic Schedule Update	3.6.2	G CD													
		01 33 00	SD-01 Preconstruction Submittals															
			Submittal Register	1.7	G													
		01 35 26	SD-01 Preconstruction Submittals															
			Accident Prevention Plan (APP)	1.9.1	G													
			SD-06 Test Reports															
			Accident Reports	1.13.2	G													
			Monthly Exposure Report	1.6	G													
			SD-07 Certificates															
			Activity Hazard Analysis (AHA)	1.10	G													
		01 45 04.00 10	SD-01 Preconstruction Submittals															
			Contractor Quality Control Plan	3.2	G CD													
		01 57 20.01 12	SD-01 Preconstruction Submittals															
			Environment Pollution Control	1.8	G ODT													
			Plan															
			Bird Nesting Prevention and	3.3.1.4	G PDN													
			Avoidance Plan															
		01 78 02.00 10	SD-02 Shop Drawings															
			'As-Built' Drawings	1.3.1	G DO													
		02 21 10.00 12	SD-02 Shop Drawings															
			Pre-Grading Surveys	3.1.3.1	G ED													
			Compliance Surveys	3.1.4	G CD													

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
CDF-22 Degrading

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02 21 10.00 12	Compliance Surveys	3.1.4	G	CD												
			Compliance Surveys	3.1.5	G	CD												
			SD-05 Design Data															
			Survey Data	3.1.2	G	ED												
			Survey Data	3.1.4	G	ED												
		31 11 00.00 12	SD-01 Preconstruction Submittals															
			Disposal Location	3.4.3	G	CD												

U.S. Army Corps of Engineers (USACE)

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE

For use of this form, see ER 415-1-10; the proponent agency is CECW-CE.

DATE	TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (*This section will be initiated by the contractor*)

TO:	FROM:	CONTRACT NO.	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL _____

SPECIFICATION SEC. NO. (*Cover only one section with each transmittal*)	PROJECT TITLE AND LOCATION	THIS TRANSMITTAL IS FOR: (*Check one*) ☐ FIO ☐ GA ☐ DA ☐ CR ☐ DA/CR ☐ DA/GA

ITEM NO. (*See Note 3*)	**DESCRIPTION OF SUBMITTAL ITEM** (*Type size, model number/etc.*)	**SUBMITTAL TYPE CODE** (*See Note 8*)	**NO. OF COPIES**	**CONTRACT DOCUMENT REFERENCE**		**CONTRACTOR REVIEW CODE**	**VARIATION** Enter "Y" if requesting a variation (*See Note 6*)	**USACE ACTION CODE** (*Note 9*)
				SPEC. PARA. NO.	**DRAWING SHEET NO.**			
a.	**b.**	**c.**	**d.**	**e.**	**f.**	**g.**	**h.**	**i.**

REMARKS

I certify that the above submitted items had been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.

NAME OF CONTRACTOR	SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED (*List by item No.*)	NAME AND TITLE OF APPROVING AUTHORITY	SIGNATURE OF APPROVING AUTHORITY	DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each Transmittal shall be numbered consecutively. The Transmittal Number typically includes two parts separated by a dash (-). The first part is the specification section number. The second part is a sequential number for the submittals under that spec section. If the Transmittal is a resubmittal, then add a decimal point to the end of the original Transmittal Number and begin numbering the resubmittal packages sequentially after the decimal.

3. The "Item No." for each entry on this form will be the same "Item No." as indicated on ENG FORM 4288-R.

4. Submittals requiring expeditious handling will be submitted on a separate ENG Form 4025-R.

5. Items transmitted on each transmittal form will be from the same specification section. Do not combine submittal information from different specification sections in a single transmittal.

6. If the data submitted are intentionally in variance with the contract requirements, indicate a variation in column h, and enter a statement in the Remarks block describing he detailed reason for the variation.

7. ENG Form 4025-R is self-transmitting - a letter of transmittal is not required.

8. When submittal items are transmitted, indicate the "Submittal Type" (*SD-01 through SD-11*) in column c of Section I.
   Submittal types are the following:
   SD-01 - Preconstruction SD-02 - Shop Drawings SD-03 - Product Data SD-04 - Samples SD-05 - Design Data SD-06 - Test Reports
   SD-07 - Certificates SD-08 - Manufacturer's Instructions SD-09 - Manufacturer's Field Reports SD-10 - O&M Data SD-11 - Closeout

9. For each submittal item, the Contractor will assign Submittal Action Codes in column g of Section I. The U.S. Army Corps of Engineers approving authority will assign Submittal Action Codes in column i of Section I. The Submittal Action Codes are:

   A -- Approved as submitted.
   B -- Approved, except as noted on drawings. Resubmission not required.
   C -- Approved, except as noted on drawings. Refer to attached comments. Resubmission required.
   D -- Will be returned by separate correspondence.
   E -- Disapproved. Refer to attached comments.
   F -- Receipt acknowledged.
   X -- Receipt acknowledged, does not comply with contract requirements, as noted.
   G -- Other action required *(Specify)*
   K -- Government concurs with intermediate design. (*For D-B contracts*)
   R -- Design submittal is acceptable for release for construction. (*For D-B contracts*)

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

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS

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-- End of Section Table of Contents --

SECTION 01 35 26

GOVERNMENTAL SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No measurement or payment will be made for the requirements covered in this section. All associated costs shall be distributed amongst the existing Bidding Schedule items.

1.2 REFERENCES

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

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)

ANSI/ASSP A10.34	(2021) Protection of the Public on or Adjacent to Construction Sites

INTERNATIONAL SAFETY EQUIPMENT ASSOCIATION (ISEA)

ANSI/ISEA Z89.1	(2014; R 2019) American National Standard for Industrial Head Protection

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(2026; TIA 26-1; ERTA 26-1; TIA 26-2; TIA 26-3; TIA 26-4; TIA 26-5; TIA 26-6; TIA 26-7; ERTA 26-2; ERTA 26-3) National Electrical Code
NFPA 70E	(2024) Standard for Electrical Safety in the Workplace
NFPA 241	(2022; ERTA 22-1) Standard for Safeguarding Construction, Alteration, and Demolition Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety and Occupational Health Requirements

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

29 CFR 1926	Safety and Health Regulations for Construction

1.3 DEFINITIONS

The following definitions are for the convenience of the reader. If there is a referenced document in the text of this specification section, that

is the document that should define terms for that paragraph. If further clarification is needed, contact the Contracting Officer.

1.3.1 Site Safety and Health Officer (SSHO)

A Contractor Employee that is responsible for overseeing and ensuring implementation of the prime Contractor's Safety and Occupational Health (SOH) program according to the Contract, EM 385-1-1, applicable federal, state, and local requirements.

1.3.1.1 Level One SSHO

A designated employee with full-time SOH responsibility that meets and follows the requirements of EM 385-1-1.

1.3.1.2 Level Two SSHO

A designated employee with Level Two SSHO responsibility that meets and follows the requirements of EM 385-1-1. Level Two SSHOs cannot be assigned to projects that have a residual Risk Assessment Code (RAC) of high or extremely high.

1.3.1.3 Level Three SSHO

A designated Qualified Person or Competent Person with SOH responsibility that meets and follows the requirements of EM 385-1-1. Level 3 SSHOs cannot be assigned to projects that have a residual RAC of high or extremely high.

1.3.1.4 Alternate SSHO

An employee that meets the definition of the contract-required level SSHO, but is not the primary SSHO.

1.3.2 Competent Person (CP)

The CP is a person designated in writing, who, through training, knowledge and experience, is capable of identifying, evaluating, and addressing existing and predictable hazards in the working environment or working conditions that are unsanitary, hazardous, or dangerous to personnel, and who has authorization to take prompt corrective measures to eliminate them.

1.3.3 Qualified Person (QP)

The QP is a person designated in writing, who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems related to the subject matter, the work, or the project.

1.4 SUBMITTALS

Government Acceptance or Approval does not remove responsibility from the Contractors for their actions or liability.

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for Contractor Quality Control approval. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP); G

SD-06 Test Reports

Accident Reports; G

Monthly Exposure Report; G

SD-07 Certificates

Activity Hazard Analysis (AHA); G

1.5 PUBLIC HEALTH EMERGENCIES

In the event of a declared public health emergency, follow safety precautions as required by the Occupational Safety and Health Administration (OSHA) www.osha.gov, the Centers for Disease Control and Prevention (CDC) www.cdc.gov, and as required by federal, state and local requirements.

1.6 MONTHLY EXPOSURE REPORTS

Provide a Monthly Exposure Report by the fifth day of each month for the previous month. This report is a compilation of employee-hours worked each month for all site workers, both Prime and subcontractor. Failure to submit the report may result in retention of up to 10 percent of the progress payment.

1.7 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this Contract, comply with the most recent edition of USACE EM 385-1-1, and the following federal, state, and local laws, ordinances, criteria, rules and regulations at the date of the Solicitation for this Contract. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern.

1.8 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

1.8.1 Site Safety and Health Officer (SSHO)

1.8.1.1 Qualifications of SSHO

All SSHOs will have met the training, experience requirements identified in the EM 385-1-1 and this Contract.

1.8.1.2 Duties of SSHO

All SSHOs will carry out the roles and responsibilities as identified in this Contract and the EM 385-1-1. All SSHOs will be designated on an ENG Form 6282, provided by the Contracting Officer. Superintendent, QC Manager, and SSHO are subject to dismissal if their required duties are not being effectively carried out. If either the Superintendent, QC

Manager, or SSHO are dismissed, project work will be stopped and will not be allowed to resume until a suitable replacement is approved and the above duties are again being effectively carried out.

1.8.1.3 Safety Meetings

Conduct safety meetings to review past activities, plan for new or changed operations, review pertinent aspects of appropriate AHA (by trade), establish safe working procedures for anticipated hazards, and provide pertinent Safety and Occupational Health (SOH) training and motivation. Conduct meetings at least once a month for all supervisors at the project location. The SSHO, supervisors, or foremen must conduct meetings at least once a week for the trade workers. Document meeting minutes to include the date, persons in attendance, subjects discussed, and names of individual(s) who conducted the meeting. Maintain documentation on-site and furnish copies to the Contracting Officer on request. Notify the Contracting Officer of all scheduled meetings 7 calendar days in advance.

1.8.2 Roles and Responsibilities of Prime Contractor and SSHO

The Prime Contractor and SSHO must ensure that the requirements of all applicable OSHA and EM 385-1-1 are met for the project. The Prime Contractor must ensure an SSHO or an equally qualified Alternate SSHO(s) is at the worksite at all times to implement and administer the Contractor's safety program and Government accepted Accident Prevention Plan. If the required SSHO has to temporarily (that is, up to 24 hours / 1 day) leave the site of work due to unforeseen or emergency situations, a Level One, Two, or Three SSHO may be used in the interim and must be on the site of work at all times when work is being performed.

If the SSHO must be off-site for a period longer than 24 hours / 1 day, a qualified alternate that meets the contract requirements must be onsite.

a. Prime contractor must ensure all SSHOs will:

(1) Are designated on an ENG Form 6282.

(2) Meet minimum training and experience requirements identified in EM 385-1-1.

(3) Execute roles and responsibilities identified in EM 385-1-1.

1.8.3 Contract Site Safety And Health Officer(s)(SSHOs) Minimum Requirements

Provide a minimum of one Level One SSHO that meets the requirements of EM 385-1-1 for this project.

1.8.4 Preconstruction Conference

a. Contractor representatives who have a responsibility or significant role in accident prevention on the project must attend the preconstruction conference. This includes the project superintendent, Site Safety and Occupational Health Officer, quality control manager, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

b. Discuss the details of the submitted APP to include incorporated

plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the Contract. This list of proposed AHAs will be reviewed and an agreement will be reached between the Contractor and the Contracting Officer as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, and Government review of AHAs to preclude project delays. The creation of the APP and Schedule will be created after being given Notice to Proceed.

c. Deficiencies in the submitted APP, identified during the Contracting Officer's review, must be corrected, and the APP re-submitted for review prior to the start of construction. Work is not permitted to begin until an APP is established that is acceptable to the Contracting Officer.

1.9 ACCIDENT PREVENTION PLAN (APP)

1.9.1 Accident Prevention Plan (APP)

Submit the Accident Prevention Plan (APP) for review and acceptance by the Government at least 15 calendar days prior to the start, after being given Notice to Proceed. A competent person must prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of EM 385-1-1, ENG Form 6293, and herein. The APP must be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP must interface with the Contractor's overall safety and occupational health program referenced in the APP in the applicable APP element, and made site-specific. Describe the methods to evaluate past safety performance of potential subcontractors in the selection process. Also, describe innovative methods used to ensure and monitor safe work practices of subcontractors. The Government considers the Prime Contractor to be the "controlling employer" for all worksite safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the Contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP must be signed in accordance with the APP and ENG Form 6293 Accident Prevention Plan Worksheet. The SSHO must provide and maintain the APP and a log of signatures by each subcontractor foreman, attesting that they have read and understand the APP, and make the APP and log available on-site to the Contracting Officer. If English is not the foreman's primary language, the Prime Contractor must provide an interpreter.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. Once reviewed and accepted by the Contracting Officer, the APP and attachments will be enforced as part of the Contract. Disregarding the provisions of this Contract or the accepted APP is cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified. Continuously review and amend the APP, as necessary, throughout the life of the Contract. Changes to the accepted APP must be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and Quality Control Manager. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered. Should any severe hazard exposure (i.e., imminent danger) become evident, stop work

in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate and remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSP A10.34), and the environment.

1.9.2 Names and Qualifications

Provide plans in accordance with the requirements outlined in EM 385-1-1, including the following:

a. Names and qualifications (resumes including education, training, experience and certifications) of site safety and health personnel designated to perform work on this project to include the designated Site Safety and Health Officer and other competent and qualified personnel to be used. Specify the duties of each position.

b. As a minimum, designate and submit qualifications of Competent Persons (CP) for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; and personal protective equipment and clothing to include selection, use and maintenance. Designate and submit qualifications for additional CPs as applicable to the work performed under this Contract.

1.10 ACTIVITY HAZARD ANALYSIS (AHA)

Before beginning each activity, task or Definable Feature of Work (DFOW) involving a type of work presenting hazards not experienced in previous project operations, or where a new work crew or subcontractor is to perform the work, the Contractor(s) performing that work activity must prepare an AHA. AHAs must be developed by the Prime Contractor, subcontractor, or supplier performing the work, and provided for Prime Contractor review and approval before submitting to the Contracting Officer. AHAs must be signed by the SSHO, Superintendent, QC Manager and the subcontractor Foreman performing the work. Format the AHA in accordance with EM 385-1-1 or as directed by the Contracting Officer. Submit the Activity Hazard Analysis (AHA) for review at least 15 working days prior to the start of each activity task, or DFOW. The Government reserves the right to require the Contractor to revise and resubmit the AHA if it fails to effectively identify the work sequences, specific anticipated hazards, site conditions, equipment, materials, personnel and the control measures to be implemented.

AHAs must identify competent persons required for phases involving high risk activities, including confined entry, crane and rigging, excavations, trenching, electrical work, fall protection, and scaffolding.

1.10.1 AHA Management

Review the AHA list periodically (at least monthly) at the Contractor supervisory safety meeting, and update as necessary when procedures, scheduling, or hazards change. Use the AHA during daily inspections by the SSHO to ensure the implementation and effectiveness of the required safety and health controls for that work activity.

1.10.2 AHA Signature Log

Each employee performing work as part of an activity, task or DFOW must review the AHA for that work and sign a signature log specifically maintained for that AHA prior to starting work on that activity. The SSHO must maintain a signature log on site for every AHA. Provide employees whose primary language is other than English, with an interpreter to ensure a clear understanding of the AHA and its contents.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in paragraph REFERENCES. Maintain applicable equipment manufacturer's manuals.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors must arrange for their own emergency medical treatment in accordance with EM 385-1-1. The Government has no responsibility to provide emergency medical treatment.

1.13 NOTIFICATIONS AND REPORTS

1.13.1 Accident Notification

Notify the Contracting Officer in accordance with the EM 385-1-1 Accident Reporting Timeline.

Table
Accident Reporting Required Timeline

Accident Type	Notify KO or COR	Complete Final Accident Report on ENG 3394 and provide to KO or COR
Fatality, in-patient hospitalization, amputation, eye loss, or property damage over $600,000.	Immediately, no later than (NLT) 8 Hours	Within 7 Days
All other accidents and near misses	Immediately, no later than (NLT) 24 Hours	Within 7 Days

Within notification include Contractor name; Contract title; type of Contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (for example, type of construction equipment used and PPE used). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted. Assist and cooperate fully with the Government's investigation(s) of any accident or near miss.

1.13.2 Accident Reports

Near Misses: For Army projects, report all "Near Misses" to the

Contracting Officer using local accident reporting procedures, within 24 hours. The Contracting Officer will provide the Contractor the required forms. Near miss reports are considered positive and proactive Contractor safety management actions.

1.14 SEVERE STORM PLAN

In the event of a severe storm warning, the Contractor must comply with the applicable Storm Plan and:

a. Secure outside equipment and materials and place materials that could be damaged in protected areas.

b. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.

c. Ensure that temporary erosion controls are adequate.

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 CONSTRUCTION AND OTHER WORK

Comply with EM 385-1-1, NFPA 70, NFPA 70E, NFPA 241, the APP, the AHA, Federal and State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

PPE is governed in all areas by the nature of the work the employee is performing. Use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks. Safety glasses must be worn or carried/available on each person. Mandatory PPE includes:

a. Head Protection that meets ANSI/ISEA Z89.1

b. Long Pants

c. Appropriate Safety Footwear

d. Appropriate Class Reflective Vests

3.1.1 Worksite Communication

Employees working alone in a remote location or away from other workers must be provided an effective means of emergency communications (i.e., cellular phone, two-way radios, land-line telephones or other acceptable means). The selected communication must be readily available (easily within the immediate reach) of the employee and must be tested prior to the start of work to verify that it effectively operates in the area/environment. Develop an employee check-in/check-out communication procedure to ensure employee safety.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this Contract, radioactive materials or instruments capable of producing

ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint, and hexavalent chromium, are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.

3.1.3 Unforeseen Hazardous Material

Contract documents identify materials such as PCB, lead paint, and friable and non-friable asbestos and other OSHA regulated chemicals (i.e., 29 CFR Part 1910.1000). If material(s) that can be hazardous to human health upon disturbance are encountered during demolition, repair, renovation, or construction operations, stop portions of work that would disturb the material and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification.

3.2 UTILITY OUTAGE REQUIREMENTS

Apply for utility outages in sufficient time as to not result in impacts or delays to the project schedule. At a minimum, the written request must include the location of the outage, utilities being affected, duration of outage, any necessary sketches, and a description of the means to fulfill energy isolation requirements in accordance with EM 385-1-1. In accordance with EM 385-1-1, where outages involve Government or Utility personnel, coordinate with the Government on all activities involving the control of hazardous energy.

These activities include, but are not limited to, a review of Hazardous Energy Control Program (HECP) and HEC procedures, as well as applicable Activity Hazard Analyses (AHAs). In accordance with EM 385-1-1 and NFPA 70E, work on energized electrical circuits must not be performed without prior Government authorization. Government permission is considered through the permit process and submission of a detailed AHA. Energized work permits are considered only when de-energizing introduces additional or increased hazard or when de-energizing is infeasible.

3.3 OUTAGE COORDINATION MEETING

After the utility outage request is approved and prior to beginning work on the utility system requiring shut-down, conduct a pre-outage coordination meeting in accordance with EM 385-1-1. This meeting must include the Prime Contractor, the Prime and subcontractors performing the work, the Contracting Officer, and the Installation representative. All parties must fully coordinate HEC activities with one another. During the coordination meeting, all parties must discuss and coordinate on the scope of work, HEC procedures (specifically, the lock-out/tag-out procedures for worker and utility protection), the AHA, assurance of trade personnel qualifications, identification of competent persons, and compliance with

HECP training in accordance with EM 385-1-1. Clarify when personal protective equipment is required during switching operations, inspection, and verification.

3.4 FALL PROTECTION PROGRAM

Establish a fall protection program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify roles and responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures in accordance with EM 385-1-1.

3.4.1 Fall Protection Equipment and Systems

Enforce use of personal fall protection equipment and systems designated (to include fall arrest, restraint, and positioning) for each specific work activity in the Site Specific Fall Protection and Prevention Plan and AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1.

Provide personal fall protection equipment, systems, subsystems, and components that comply with EM 385-1-1 and 29 CFR 1926.

3.4.1.1 Additional Personal Fall Protection Measures

In addition to the required fall protection systems, other protective measures such as safety skiffs, personal floatation devices, and life rings, are required when working above or next to water in accordance with EM 385-1-1. Personal fall protection systems and equipment are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall protection systems are required when operating other equipment such as scissor lifts. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, travel, or while performing work.

3.4.1.2 Personal Fall Protection Equipment

Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. The use of body belts is not acceptable. Harnesses must have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Snap hooks and carabineers must be self-closing and self-locking, capable of being opened only by at least two consecutive deliberate actions and have a minimum gate strength of 3,600 lbs in all directions. Use webbing, straps, and ropes made of synthetic fiber. The maximum free fall distance when using fall arrest equipment must not exceed 6 feet, unless the proper energy absorbing lanyard is used. Always take into consideration the total fall distance and any swinging of the worker (pendulum-like motion), that can occur during a fall, when attaching a person to a fall arrest system. Equip all full body harnesses with Suspension Trauma Preventers such as stirrups, relief steps, or similar in order to provide short-term relief from the effects of orthostatic intolerance in accordance with EM 385-1-1.

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PART 1 GENERAL

1.1 REFERENCES
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SECTION 01 42 00

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number.

AACE INTERNATIONAL (AACE)
1265 Suncrest Towne Centre Drive
Morgantown, WV 26505-1876 USA
Ph: 304-296-8444
Fax: 304-291-5728
Internet: https://web.aacei.org/

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)
520 N. Northwest Highway
Park Ridge, IL 60068
Ph: 847-699-2929
Fax: 847-768-3434
E-mail: customerservice@assp.org
Internet: https://www.assp.org

INTERNATIONAL SAFETY EQUIPMENT ASSOCIATION (ISEA)
1901 North Moore Street
Arlington, VA 2ee09-1762
Ph: 703-525-1695
Fax: 703-528-2148
E-mail: isea@safety equipment.org
Internet: http://www.safetyequipment.org/

STATE OF LOUISIANA, AIR CONTROL COMMISSION (LACC)
P.O. Box 4301
Baton Rouge, LA 70821-4301
Ph: 225-219-3953
Fax: 225-219-3971

Internet:

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
1 Batterymarch Park
Quincy, MA 02169-7471
Ph: 617-770-3000
Fax: 617-770-0700
E-mail: webmaster@nfpa.org
Internet: http://www.nfpa.org

U.S. ARMY CORPS OF ENGINEERS (USACE)
Order CRD-C DOCUMENTS from:
U.S. Army Engineer Research & Development Center
ATTN: Materials Testing Center
Building 6000
3909 Halls Ferry Road
Vicksburg, MS 39180-6199
Ph: 601-634-2496
Fax: 601-634-3242
E-mail: mtc-info@erdc.usace.army.mil
Internet: http://www.wes.army.mil/SL/MTC/handbook.htm

Order Other Documents from:
USACE Publications Depot
Attn: CEHEC-IM-PD
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
E-mail: mtc-info@erdc@usace.army.mil
Internet: http://gsl.erdc.usace.army.mil/SL/MTC/

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
8601 Adelphi Road
College Park, MD 20740-6001
Ph: 866-272-6272
Fax: 301-837-0483
Internet: http://www.archives.gov

Order documents from:
Superintendent of Documents
U.S.Government Printing Office (GPO)
732 North Capitol Street, NW
Washington, DC 20401
Ph: 202-512-1800
Fax: 202-512-2104
E-mail: contactcenter@gpo.gov
Internet: http://www.gpoaccess.gov

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RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for resident management system requirements as specified herein. Payment for the work covered under this section must be distributed throughout the existing bid items.

1.2 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety and Occupational Health Requirements

1.3 CONTRACT ADMINISTRATION

The Government will use the Resident Management System (RMS) to assist in its monitoring and administration of this contract. The Government accesses the system using the Government Mode of RMS (RMS GM) and the Contractor accesses the system using the Contractor Mode (RMS CM). The term RMS will be used in the remainder of this section for both RMS GM and RMS CM. The joint Government-Contractor use of RMS facilitates electronic exchange of information and overall management of the contract. The Contractor accesses RMS to record, maintain, input, track, and electronically share information with the Government throughout the contract period in the following areas:

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

1.3.1 Correspondence and Electronic Communications

For ease and speed of communications, exchange correspondence and other documents in electronic format to the maximum extent feasible. Some documents such as correspondence, including pay requests and payrolls, may be required in paper format with original signatures. Paper documents will govern in the event of discrepancy with the electronic version. Contracting Officer will determine which documents require submission of paper copies.

1.3.2 Other Factors

Other portions of this document have a direct relationship to the reporting accomplished through RMS. Particular attention is directed to Section
00 72 00 GENERAL CONDITIONS, FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS; FAR 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS; FAR 52.232-5 PAYMENTS UNDER FIXED-PRICED CONSTRUCTION CONTRACTS; Section 01 32 01.00 12 PROJECT SCHEDULE; Section 01 33 00 SUBMITTAL PROCEDURES; Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS; and Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.3.3 Reporting Software

The Contractor must be prepared to transition from the "Resident Management System" (RMS) to the new "Construction Management Platform" (CMP) at any time during the period of performance of this contract, once the Government implements this change. The Contractor's obligation to transition from RMS to the CMP system is a requirement of this contract. Therefore, contract modification for additional time or money for completing this transition will not be considered. During the transition, RMS project information will be migrated to CMP by the Government, and will be available in the CMP system. After the transition, the Contractor must utilize the CMP system to perform all contract administration functions previously performed in RMS. To facilitate the transition from RMS to CMP, online training for the CMP system will be available to the Contractor prior to the transition to allow for adequate training time.

1.4 RMS SOFTWARE

RMS is a web based application. Download, install and be able to utilize the latest version of RMS within 7 calendar days of receipt of the Notice to Proceed. RMS software, user manuals, access and installation instructions, program updates and training information are available from the RMS website (https://rms.usace.army.mil). The Government and the Contractor will have different access authorities to the same contract database through RMS. The common database will be updated automatically each time a user finalizes an entry or change. The minimum system requirements are as follows:

1. Hardware: An Intel 3i 1.7GHz, or higher speed processor in a Windows based PC with 8 Gb of RAM

2. Minimum 100 Gb hard drive for the sole use of RMS

3. Monitor with minimum screen resolution of 1336 x 768

4. Laser printer with a minimum of 4 Mb of RAM

5. Internet connection with a minimum download speed of 10 Mps and minimum upload speed of 2 Mps

6. Windows 11 64 bit or better operating system

7. Microsoft Word and Excel 2013 or better

1.5 CONTRACT DATABASE - GOVERNMENT

The Government will enter the basic contract award data in RMS prior to

granting the Contractor access. The Government entries into RMS will generally be related to submittal reviews, correspondence status, and Quality Assurance (QA) comments, as well as other miscellaneous administrative information.

1.6 CONTRACT DATABASE - CONTRACTOR

Contractor entries into RMS establish, maintain, and update data throughout the duration of the contract. Contractor entries generally include prime and subcontractor information, daily reports, submittals, RFI's, schedule updates and payment requests. RMS includes the ability to import attachments and export reports in many of the modules, including submittals. The Contractor responsibilities for entries in RMS typically include the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

Enter all current Contractor administrative data and information into RMS within 7 calendar days of receiving access to the contract in RMS. This includes, but is not limited to, Contractor's name, address, telephone numbers, management staff, and other required items.

1.6.1.2 Subcontractor Information

Enter all missing subcontractor administrative data and information into RMS CM within seven calendar days of receiving access to the Contract in RMS or within seven calendar days of the signing of the subcontractor agreement for agreements signed at a later date. This includes name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor is listed separately for each trade to be performed.

1.6.1.3 Correspondence

Identify all Contractor correspondence to the Government with a serial number. Prefix correspondence initiated by the Contractor's site office with "S". Prefix letters initiated by the Contractor's home (main) office with "H". Letters are numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C" or "RFP".

1.6.1.4 Equipment

Enter and maintain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates in accordance with Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.6.1.5 Reports

Track the status of the project using the reports available in RMS. The value of these reports reflects the quality of the data input. These reports include but are not limited to the Progress Payment Request worksheet, Quality Control (QC) comments, Deficiency Tracking Log, Submittal Register Status, and Three-Phase Control worksheets in accordance with Section 01 32 01.00 12 PROJECT SCHEDULE, 01 33 00 SUBMITTAL PROCEDURES, and 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.6.1.6 Request For Information (RFI)

Create and track all Requests For Information (RFI) in the RMS Administration Module for Government review and response. Provide status at weekly progress meeting in accordance with Section 01 32 01.00 12 PROJECT SCHEDULE.

1.6.2 Finances

1.6.2.1 Pay Activity Data

Develop and enter a list of pay activities in conjunction with the project schedule in accordance with Section 01 32 01.00 10 PROJECT SCHEDULE. The sum of pay activities equals the total Contract amount, including modifications. Each pay activity must be assigned to a Contract Line Item Number (CLIN). The sum of the activities assigned to a CLIN equals the amount of each CLIN.

1.6.2.2 Payment Requests

Prepare all progress payment requests using RMS. Update the work completed under the Contract at least monthly, measured as percent or as specific quantities. After the update, generate a payment request and prompt payment certification using RMS. Submit the signed prompt payment certification and payment request as well as supporting data, either electronically or by hard copy.

1.6.3 Quality Control (QC)

Enter and track implementation of the 3-phase QC Control System, QC testing, transferred and installed property and warranties in RMS. Link each deficiency and QC test to a pay activity. Prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements in RMS. Maintain all data on a daily basis. Ensure that RMS reflects all quality control methods, tests and actions contained within the Contractor Quality Control (CQC) Plan and Government review comments. Provide within seven calendar days of Government acceptance of the CQC Plan.

1.6.3.1 Quality Control (QC) Reports

The Contractor's Quality Control (QC) Daily Report in RMS is the official report. The Contractor can use other supplemental formats to record QC data, but information from any supplemental formats are to be consolidated and entered into the RMS QC Daily Report. Any supplemental information may be entered into RMS as an attachment to the report. QC Daily Reports must be finalized and signed in RMS within 24 hours after the date covered by the report. Provide the Government a printed signed copy of the QC Daily Report, unless waived by the Contracting Officer.

1.6.3.2 Deficiency Tracking

Use the QC Daily Report Module to enter and track deficiencies. Deficiencies identified and entered into RMS by the Contractor or the Government will be sequentially numbered with a QC or QA prefix for tracking purposes. Enter each deficiency into RMS the same day that the deficiency is identified. Monitor, track and resolve all QC and QA entered deficiencies. A deficiency is not considered to be corrected

until the Government indicates concurrence in RMS.

1.6.3.3 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS, and upload meeting minutes of the meetings. Worksheets for the three-phase control meetings are generated within RMS.

1.6.3.4 Labor and Equipment Hours

Enter labor and equipment exposure hours on a daily basis. Roll up the labor and equipment exposure data into a monthly exposure report.

1.6.3.5 Accident/Safety Reporting

Both the Contractor and the Government enter safety related comments in RMS as a deficiency. The Contractor must monitor, track and show resolution for safety issues in the QC Daily Report area of the RMS QC Module. In addition, follow all reporting requirements for accidents and incidents as required in EM 385-1-1, Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS and as required by any other applicable Federal, State or local agencies.

1.6.3.6 Definable Features of Work

Enter each feature of work, as defined in the approved CQC Plan, into the RMS QC Module. A feature of work may be associated with a single or multiple pay activities, however a pay activity is only to be linked to a single feature of work.

1.6.3.7 Activity Hazard Analysis

Import activity hazard analysis electronic document files into the RMS QC Module utilizing the document package manager. Prepare activity hazard analysis in accordance with Section 01 35 26 GOVERNMENT SAFETY REQUIREMENTS.

1.6.4 Submittal Management

Enter all current submittal register data and information into RMS within seven calendar days of receiving access to the Contract in RMS Contractor is responsible for entering Activity Numbers for each submittal item corresponding to their Schedule. The Contractor will import the information shown in the submittal register following the specification Section 01 33 00 SUBMITTAL PROCEDURES unless otherwise directed by the Contracting Officer. Group electronic submittal documents into transmittal packages to send to the Government, except very large electronic files, samples, spare parts, mock ups, color boards, or where hard copies are specifically required. Track transmittals and update the submittal register in RMS on a daily basis throughout the duration of the Contract. Submit hard copies of all submittals unless waived by the Contracting Officer.

Contractor may request submittals to be added to RMS throughout the lifecycle of the project. Approval/disapproval of Contractor requests is at the discretion of the Contracting Officer. Submittals entry into RMS must be updated daily or as practical for performance of the Contract, as approved by the Contracting Officer.

1.6.5 Schedule

Enter and update the contract project schedule in RMS by either manually entering all schedule data or by importing the Standard Data Exchange Format (SDEF) file, based on the requirements in Section 01 32 01.00 12 PROJECT SCHEDULE.

1.6.6 Closeout

Closeout documents, processes and forms are managed and tracked in RMS by both the Contractor and the Government. Ensure that all closeout documents are entered, completed and documented within RMS.

1.7 IMPLEMENTATION

Use of RMS as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain contract data within the RMS system. RMS is an integral part of the Contractor's required management of quality control.

1.8 NOTIFICATION OF NONCOMPLIANCE

Take corrective action within seven calendar days after receipt of notice of RMS non-compliance by the Contracting Officer.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

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SECTION 01 45 04.00 10

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for providing and maintaining an effective Contractor Quality Control program, and all costs associated therewith shall be included in the applicable contract unit or job prices contained in the Bidding Schedule.

1.2 SUBMITTALS

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

SD-01 Preconstruction Submittals

Contractor Quality Control Plan; G, CD

1.3 ELECTRONIC TEST REPORT DATA

As part of the Contractor's Quality Control Program, the selected QC laboratory shall provide electronic transmission of the test report data in the prescribed formats with the original hard copy test report data to the Government. The New Orleans District Construction Control Manual (NODCC Manual) specifies the minimum number of tests to be made, includes the forms which shall be used to report the the tests made, and includes forms which shall be used to report the test data. A copy of the NODCC Manual is attached at the end of this section. The technical specification sections may include testing and/or frequency requirements other than those listed in the NODCC manual. Use the more stringent requirements. Test results shall be emailed to mvn-cd-q-testresults@usace.army.mil and to the Government Project Engineer. In addition, all test results shall be uploaded to the Resident Management System (RMS).

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and must establish and maintain an effective quality control system in compliance with the Clause in Section 00 72 00 GENERAL CONDITION, entitled "INSPECTION OF CONSTRUCTION" (FAR 52.246-12). The quality control system must consist of plans, procedures, and organization necessary to produce an end product

which complies with the contract requirements. The system must cover all construction operations, both onsite and offsite, and must be keyed to the proposed construction sequence. The site project superintendent and Quality Control Manager 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 the quality requirements specified in the contract. The site project superintendent in this context must be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent must maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and must be responsible for all construction and construction related activities at the site.

3.2 CONTRACTOR QUALITY CONTROL (CQC) PLAN

The Contractor must furnish for review by the Government, not later than 15 days after receipt of notice of award, the Contractor Quality Control Plan proposed to implement the requirements of the Clause in Section 00 72 00 GENERAL CONDITION, entitled "INSPECTION OF CONSTRUCTION" (FAR 52.246-12). The plan must identify personnel, procedures, control, instructions, tests, 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. A sample CQC Plan is attached at the end of the section.

3.2.1 Content of the CQC Plan

The CQC Plan must 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 must implement the three phase control system for all aspects of the work specified. The staff must include a CQC System Manager who must report to the project superintendent.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager must issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters must also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures

must be in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

e. 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 approved by the Contracting Officer must be used.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures must 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.

3.2.2 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 the CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

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

3.3 PRE-WORK MEETINGS

Prior to the start of construction, the Contractor must meet with the Contracting Officer or his/her authorized representative in a Pre-Construction Conference and a Pre-Work Coordination Meeting. At least 14 calendar days prior to the Preconstruction Conference, the Contractor shall submit to the government for review and approval his/her Contractor Accident Prevention Plan and Contractor Quality Control Plan.

3.3.1 Pre-Work Coordination Meeting

After the Pre-Construction Conference, and before the start of construction, the contractor shall meet with the Contracting Officer, or his/her authorized representative, in a Pre-Work Coordination Meeting to discuss the Contractor's Quality Control Plan. During this meeting, a

mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of contractor's management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the government and signed by both the contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 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. The Safety and Health Manager must serve as a member of the CQC staff. 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 must 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 must be subject to acceptance by the Contracting Officer. The Contractor must 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, shop drawing submittals, schedules and all other project documentation must be promptly furnished to the CQC organization by the Contractor. The CQC organization must be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor must identify as CQC System Manager an individual within the onsite work organization who must be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager must be a construction person with a minimum of 3 years (full time) experience in related equivalent work. This CQC System Manager must be on the site at all times during construction and must be employed by the prime Contractor. The CQC System Manager may not have any other duties than quality control. An alternate for the CQC System Manager must be identified in the contractor's CQC Plan to serve in the event of the System Manager's absence. The requirements for the alternate must be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor must provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil, environmental, and submittals clerk. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals

may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan. A single person may cover more than one area provided that they are qualified to perform QC activities in each designated field of expertise and if the workload allows.

Experience Matrix

	Area	Qualifications
a.	Civil	Graduate Civil Engineer or Construction Manager with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
b.	Environmental	Graduate Environmental Engineer with 3 yrs experience
c.	Submittals	Submittal Clerk with 1 yr experience

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager, and the alternate, must have completed the course entitled "Construction Quality Management for Contractors" within the past 3 years. This course is periodically offered at the New Orleans District and other Corps of Engineers districts.

3.4.5 Organizational Changes

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

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, must be made as specified in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization must be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 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 must be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase must 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 must

include:

a. A review of each paragraph of applicable specifications

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 Quality Assurance personnel must be notified at least 48 hours in advance of beginning the preparatory control phase. The Contractor must submit a written agenda of the topics to be discussed at the preparatory meeting on the day prior to the meeting date. This phase must include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), Government Quality Assurance personnel, and the foreman responsible for the definable feature. The results of the preparatory phase actions must be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor must instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase must be accomplished at the beginning of a definable feature of work. The following must 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 must be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase must be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase must 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.

3.6.3 Follow-up Phase

Daily checks must 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 must be made a matter of record in the CQC documentation. Final follow-up checks must 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 must not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases must 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.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor must perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. The Contractor must notify the Contracting Officer's Representative (COR) at least 24 hours prior to all quality control testing in order to coordinate simultaneous quality assurance tests if the COR elects to do so. Upon request, the Contractor must furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor must procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. Depending upon the workload by the Government inspecting agency, acceptance or rejection of the Contractor proposed testing laboratory is usually done approximately 60 to 120 days after notification is received from the Contractor. The certification will be valid for two years. The Contractor must perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, must be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test must be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility must be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

f. Field soil sampling and testing locations must be recorded using GPS coordinates accurate to the meter range.

g. An informational electronic copy (PDF file of actual test result) of all material tests performed (regardless of whether performed by an offsite test facility or an on-site test facility) must be electronically transmitted to mvn-cd-q-testresults@usace.army.mil and to the Government project engineer. In addition, all test results must be uploaded to RMS within 24 hours of test report completion. An electronic data entry form (Excel based) will be provided by the Government to enter electronic data, in a format prescribed by the Government. This data file must contain the results of the required material tests. The required template for data transmission is covered in the attached Construction Control Manual_Appendices A-C at the end of this section.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

All laboratory facilities, personnel, and equipment used to test soil, concrete, and asphalt must be part of a validated laboratory that has been inspected or audited by the USACE Materials Testing Center, Vicksburg, MS.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of $5000.00 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Clause in Section 00 73 00 - SUPPLEMENTARY CONDITIONS entitled "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (RFO 52.211-10)" or stated elsewhere in the specifications, the CQC Manager must conduct inspection of the work. A punch list of items which do not conform to the approved drawings and specifications must be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies must include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff must make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor must notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the work is complete . A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager must ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection must be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph must be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative must be in attendance at this inspection. Additional Government personnel including, but not limited to, those from the New Orleans District, Mississippi Valley Division, and local interest may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice must be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and must 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 Clause in Section 00 72 00 GENERAL CONDITIONS, entitled "INSPECTION OF CONSTRUCTION" (FAR 52.246-12).

3.9 DOCUMENTATION

The Contractor must maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records must include the work of subcontractors and suppliers and must 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. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase must be identified (Preparatory, Initial, Follow-up). List of 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. Offsite 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 must indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records must cover both conforming and deficient features and must 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 must be furnished to the Government daily within 12 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 must be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days must 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 must be signed and dated by the CQC System Manager. The report from the CQC System Manager must include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms for guidance in preparing the CQC Plan are enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor must take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, must 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 must be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

US Army Corps of Engineers ®
New Orleans District

Construction Control Manual

Sampling & Testing Construction Materials
Reporting Test Results

CEMVN CD 415-Q-11
14 March 2016

DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
7400 LEAKE AVENUE
NEW ORLEANS, LOUISIANA 70118

CEMVDN-CD

Pamphlet
Number CEMVN-CD-415-Q-11 14 March 2016

Construction

CONSTRUCTION CONTROL MANUAL

1. Purpose. This manual describes the means and methods for the Contractor Quality Control (QC) and Government Quality Assurance (QA) testing of some of the more common construction materials incorporated into New Orleans District projects. Information is given on sampling, the test required, testing frequency, reporting requirements, and database maintenance. This manual only describes a minimum testing program on a limited number of common construction materials and the specifications may require additional tests that demonstrate compliance with the contract documents.

2. Applicability. This manual applies to all New Orleans District elements having responsibility for the design and construction of assigned projects.

3. Scope of the Manual. This manual is intended to guide the Quality Control and Quality Assurance process and provide for the construction of a project whose quality and durability is a direct reflection of the Contractor's and the Government's efforts in meeting the project's goals and objectives. If there is a conflict between this manual and the technical specification sections, the most stringent requirements shall govern.

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, NEW ORLEANS
CORPS OF ENGINEERS

Number CEMVN-CD-415-Q-11

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Chapter 1 Introduction

1. General:

This manual describes the means and methods for the Contractor Quality Control and Government Quality Assurance testing of construction materials incorporated into the New Orleans District (CEMVN) projects. Information is given on sampling, the test required, testing frequency, reporting requirements, and database maintenance. This manual only describes a minimum testing program on a limited number of common construction materials and the specifications may require additional tests that demonstrate compliance with the contract documents. If there is a conflict between this manual and the technical specification sections, the most stringent requirements shall govern. The most recent version of this manual at the time of contract solicitation will supplement the construction material control requirements for a specific contract unless noted otherwise.

The Contractor shall only use those laboratories, including his own that have been validated by an inspection or audit performed by the USACE Materials Testing Center, Vicksburg, MS.

2. Definitions:

a. Quality Management System. Quality management is defined as all control, inspection, and other assurance activities instituted to achieve the product quality established by the contract plans and specifications.

b. Contractor Quality Control. Contractor Quality Control (QC) is that part of the system by which the Contractor regulates, tests and inspects their own, suppliers, and sub-Contractors procedures, equipment, materials, and personnel so that the completed product will comply with the requirements of the project's contract documents.

c. Government Quality Assurance. Government Quality Assurance (QA) is that part of the system by which the Government verifies or assures that the Contractor's Quality Control system is performing properly and the completed product conforms to the contract documents. The number of QC test observed by QA personnel should be generally related to the consistency in QC and QA test results.

3. Responsibility, Compilation, and Submittal of Test Results:

a. The Contractor is responsible for complying with the contract documents in the performance of all required tests and the preparation, submittal, and maintenance of those test reports outlined in this manual and the contract specifications. The test results from QC and QA testing shall be compiled separately as outlined in this manual.

b. The Contractors' QC Laboratory shall appoint a Registered Professional Civil Engineer to certify QC inspections and test results prior to the start of work. The certification shall state that the tests and observations were performed by or under the direct supervision of the Registered Professional Civil Engineer and that the results are representative of the

materials and conditions being certified by the tests. The certification shall be submitted within two weeks after final inspections and testing is complete. The certification shall be submitted to USACE for the referenced project in accordance with the New Orleans Construction Control Manual, Appendix A. Failure to submit certifications as stated may result in nonpayment for related work performed and disapproval of the QC test facility for this contract.

c. Acceptance of the Contractors' QC 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 to the QC Plan and operations including removal of personnel and QC Laboratory, as necessary, to obtain the quality specified.

d. All test results will be entered into the CEMVN Quality Assurance Control Center (QACC) construction material testing database as described in Appendix A by the QC laboratory performing the testing. Test results will be entered into the testing database within 48 hours from sampling. Payment for any material placed, as well as for any subsequent construction, will not be made until test results are entered into the database and analyzed by Quality Assurance personnel. The Contractor shall maintain a hard copy of the materials testing log, test reports and control charts at the Contractor's field office. These records will be available at all times for review by Government personnel. The original test report will be distributed to the Administrative Contracting Officer (ACO) within 48 of completion of the test. This original test report (supporting documentation) submission is in addition to any required electronic submission.

e. Any tests not conforming to the contract documents will be immediately reported to the Administrative Contracting Officer along with the recommended corrective action to bring the work into complete compliance with the specifications. The Administrative Contracting Officer may designate additional re-sampling or retesting to verify the work represented by the failing test. This testing is at the Contractor's expense.

f. Reference to standard test methods and testing procedures for sampling and testing of common construction materials are given in each chapter of this manual. Additional testing may also be required in the contract documents.

g. Laboratory Facilities. For work that involves aggregates, concrete, masonry, rock or soil the QC Laboratory shall, at its own expense, obtain and maintain validation as an approved testing laboratory by the Materials Testing Center (MTC) of the Engineering Research and Development Center (ERDC). This shall be done in accordance with ER 1110-1- 8100 and ER 1110-1-261. Appendix B further describes this requirement. Refer to Chapter 4 for welding laboratories.

   For work that involves vibration, steel, steel reinforcing bars, coatings inspections and other specialized construction material testing and inspection the QC Laboratory shall maintain personnel, procedures and equipment that meet applicable industry standards.

h. Field sampling and testing locations shall be recorded using Latitude/Longitude coordinates reported in decimal degree format to the millionth decimal and be surveyed using techniques to achieve ±10 feet accuracy.
   Report Form input example: 29.934003, -90.133745

Chapter 2 Soils

1. Scope:

This chapter specifies methods and procedures for the Contractor Quality Control (QC) and Government Quality Assurance (QA) testing of materials used, but not limited to, compacted levee embankments, compacted berms, un-compacted berms, ramps, and structural backfill. The Government will also perform checks, and assurance testing of control testing required by the Contractor.

2. Samples:

Samples shall be collected and secured in accordance applicable ASTM testing procedures.

3. Testing Personnel:

The individuals who inspect, monitor, sample and test Embankment construction as required in this specification shall meet the following minimum criteria of certification and/or documented experience. Work experience shall be related to the field for which the inspector is being qualified and may be obtained by working either for an inspection/testing agency or engineering firm as a technician, inspector or engineer.

- Current NICET Level II certification in Geotechnical Engineering technology/construction, or
- Current ICC Soils Special Inspector with one year related experience, or
- Geologist-in-Training with one year related experience, or
- Engineer Intern with one year related experience, or
- Registered Geologist, or
- Registered Professional Engineer.

The Contractors' QC laboratory shall submit certification and/or documentation to provide evidence of qualification. The appointed Registered Professional Civil Engineer, identified in Chapter 1, Section 3.b to certify inspections and test results, remains responsible for compliance of all inspection and testing activities.

All Laboratory facilities, personnel and equipment used to test soils as required in this specification shall be part of a Laboratory that has been validated by the USACE Materials Testing Center, Vicksburg, MS.

4. Typical Test Requirements:

Testing and reporting shall be performed in accordance with the latest American Society of Testing and Materials (ASTM) Standard, as indicated in Table 2-1.

Table 2-1
ASTM References

Gradation	
ASTM C 117	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve Analysis of Fine and Course Aggregates
ASTM D 1140	Amount of Material in Soils Finer than No. 200 (75-µm) Sieve
ASTM D 6913	Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
Moisture Content	
ASTM D 2216	Laboratory Determination of Water, (Moisture) Content of Soil and Rock by Mass (Method B)
ASTM D 4643	Determination of Water (Moisture) Content of Soil by Microwave Method
Moisture/Density Relationship	
ASTM D 698	Laboratory Compaction Characteristics of Soil Using Standard Efforts (12,400ft lbs/ft^3 (6000KN))
ASTM D 1557	Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700 kN-m/m^3))
Field Density	
ASTM D 1556	Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 6938	In-Place Density and Water Content of Soil and Soil-Aggregate Nuclear Methods (Shallow Depth)
Materials Classification	
ASTM D 2487	Classification of Soils for Engineering Purposes
ASTM D 4318	Liquid Limit (One-Point Method B), Plastic Limit, and Plasticity Index of Soils
Organic Content	
ASTM D 2974	Moisture, Ash, and Organic Matter of Peat and Other Organic Soils (Method C)
Unconfined Compressive Strength	
ASTM D 1633	Compressive Strength of Molded Soil-Cement Cylinders
ASTM D 2166	Unconfined Compressive Strength of Cohesive Soil

5. Sampling and Testing of Compacted Fill:

This sampling and testing shall be in accordance with the standard procedures referred to in this manual. The minimum number of QC tests to be performed shall be as indicated in Table 2-2. The Government will also perform checks, and assurance testing of the other control testing required by the Contractor.

Table 2-2
Type of Tests and Frequency of Testing
Compacted Embankments and Berms, Ramps, and Structural Backfill Material

Property	Form	Minimum Frequency	Standard
Nuclear Field Density	MVNQS11	One test per 1,500 cubic yards of compacted fill placed per lift, but not less than one density test per 500 linear feet per lift. A lift placed on any one side of an existing embankment will be considered as a separate lift. At least one test shall be performed in any shift that compacted fill is placed.	ASTM D 1556 or ASTM D 6938
Nuclear Field Density Relative Density	MVNQS12	Used to record test results from testing uncohesive material. One density test per lift per 150 linear feet of the base course. Isolated repairs (less than 150 linear feet) must have at least one density test per isolated area per lift.	ASTM D 6938
Sand Cone Field Density	MVNQS03	One test to be obtained for every ten (10) Nuclear Field Density locations to verify Nuclear Field Density.	ASTM D 1556
Compaction Control Curve	MVNQS02	Control Compaction Curves shall be established in accordance with ASTM D 698 - Laboratory Compaction Characteristics of Soil Using Standard Effort. A Compaction Control Curve will be required for each type of material from each source or a minimum of one Compaction Control Curve every 25,000 cubic yards of compacted fill placement. Where construction operations result in the blending of material, two representative Compaction Control Curves will be required for each resulting blend of material. The samples collected for the resultant blended material shall be collected from separate locations. If the borrow or source of fill material changes, new Compaction Control Curves shall be performed. Material test samples for Compaction Control Curve shall be prepared by air-dry, rewet, and cured.	ASTM D 698
One-Point Proctor Verification	MVNQS02	One test to be obtained for every five (5) field density locations.	ASTM D 698 (modified)
Moisture Content	MVNQS11	One test at each field density test location.	ASTM D 2216 or ASTM D 4643
Organic Content	MVNQS07	One test at each field density test location.	ASTM D 2974 (Method C)
Materials Classification	MVNQS06	One test obtained for each Control Compaction Curve and one test for each field density test. Determine Atterberg Limits (LL One-Point Method B), minus #200 and Sand Content.	ASTM D 2487 ASTM D 1140 ASTM D 4318
Unconfined Compressive (UC) Strength	MVNQS05	For Deep Soil Mixing (DSM) QC operations a minimum of three percent of the DSM columns per site will be drilled and three UC strength samples collected and tested at each test column.	ASTM D 2166 ASTM D 1633

6. Sampling and Testing of Un-Compacted Berm Material:

This sampling and testing shall be in accordance with the standard procedures referred to in this manual. The minimum number of QC tests to be performed shall be as indicated in Table 2-3. The Government will also perform check and assurance testing of the other control testing required by the Contractor.

Table 2-3
Type of Tests and Frequency of Testing
Un-Compacted Berm Material

Property	Form	Frequency	Standard
Organic Content	MVNQS07	One test at materials classification test location.	ASTM D 2974 (Method C)
Materials Classification	MVNQS06	One test per 3,000 cubic yards of un-compacted fill placed, but not less than one test per 1,000 linear feet of un-compacted fill placed. At least one test shall be performed in any shift that un-compacted fill is placed. Determine Atterberg Limits (LL One-Point Method B), minus #200 and Sand Content.	ASTM D 2487 ASTM D 1140 ASTM D 4318

7. Compilation of Test Data for Submittal:

The results of the test and inspections shall be recorded in the MVN database as directed in Appendix. Samples of the reporting forms and instruction for each form are provided on the MVN SharePoint site; **Test Form Examples** and are described as follows. The latest forms should be referenced on the MVN SharePoint site and described in Appendices. All data is to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.**

a. **MVNQS01** Sieve Analysis – ASTM C 117, ASTM C 136 and ASTM D 1140. This form is to be used in reporting the material finer than No 200 sieve and a sieve analysis of coarse grain material.

b. **MVNQS02 (**Compaction Control Curve) ASTM D 698. This form is to be used in reporting the determination of the optimum moisture content and the maximum dry density. The moisture-density curve shall be plotted based on a minimum of five compaction test specimens. A one-point Proctor test – ASTM D 698 (modified, Figure 2-2) shall be obtained for every five (5) field density test locations, and reported with same. The soil One-Point proctor result obtained from the in-place density test location will serve as the basis for determining the applicable compaction control curve.

c. **MVNQS03 (**Field Density Sand Cone Method) ASTM D 1556. This form is to be used in reporting the determination of the degree of compaction and moisture content. Contract specifications shall govern the required compaction effort.

d. **MVNQS05** (Unconfined Compressive Strength) ASTM D 2166. This form is to be used to report the compressive strength of an intact, remolded or reconstituted cohesive soil, using a strain-controlled application of the axial load. Contract specifications shall govern the acceptable strength requirements.

e. **MVNQS06** (Unified Soil Classification System) ASTM D 2487. This form is to be used to report the determination of the liquid limit (One-point Method B), plastic limit, plasticity index, % sand content and % fines. MVNQS01 Sieve Analysis – ASTM C 117 and ASTM C 136 is to be used to report the results of gradation tests of the material if a granular material is specified. The final soil classification in accordance with ASTM D 2487 shall be stated on the same forms. Contract specifications shall govern the acceptable Atterberg limits, gradation limits, and material classification. If the Nuclear Method (ASTM D 6938) is used for field density determinations, the soil sample utilized for material classification shall come from within a radius of 12 inches of the center of the in-place density test site. The soil classification obtained from in-place density test location will serve as a basis for determining the applicable compaction control curves.

f. **MVNQS07 (**Moisture, Ash, and Organic Content Determination) ASTM D 2974 (Method C). This form is to be used in reporting the determination of the organic content of the material. Determination of organic content shall be performed in accordance with ASTM D 2974; Method C. Contract specifications shall govern the acceptable limits of organic content.

g. **MVNQS09 (**Moisture Content Determination) ASTM D 2216, ASTM D 4643 and ASTM D 6938. This form is to be used in reporting the determination of the moisture content of the in-place material when ASTM D 2216, ASTM D 4643 or ASTM D 6938 is the test method utilized. This form is not to be used when performing Field Density Test Nuclear Method with Moisture Content Determination. Contract specifications shall govern the acceptable limits of moisture content.

h. **MVNQS11** (Field Density Test Nuclear Method). This form is to be used in reporting the determination of the degree of compaction and moisture content by oven, microwave or nuclear gauge. Contract specifications shall govern the required compaction effort and moisture range. If the nuclear method is selected for field density testing, the Sand-Cone Method shall be used to confirm the accuracy of the Nuclear Method. This shall be accomplished by performing an initial comparison test of the two methods when a nuclear gage is brought on-site for the first time. If the Nuclear Method wet density is within 3 percent of the Sand Cone Method, no correction of the Nuclear Method wet density will be required and the testing may continue with the Nuclear Method. The Nuclear Method wet density shall be verified throughout the project at a rate of one Sand-Cone test for every ten nuclear tests per nuclear gage thereafter. If the variance at any time between the Nuclear Method and the Sand Cone Method exceeds 3 percent, testing

with the Nuclear Method shall stop until the Contractor provides a Root Cause Analysis and five consecutive comparison tests are performed as evidence that Corrective Actions will provide results within 3 percent. For comparison purposes, the nuclear and sand-cone wet densities should represent the same layer thickness within the testing area selected. When a nuclear density result is in doubt, the sand-cone density test shall be used for acceptance.

i. **MVNQS12** (Field Density (Relative Density) Nuclear Method). This form is to be used in reporting the determination of the Relative degree of compaction as determined based on relationship of the Minimum Dry density and Maximum Dry density. Contract specifications shall govern the required Relative Density.

8. Soil Electronic Conductivity (EC) and Total Soluble Salt Analysis:

The following test method shall be used for determining the Total Soluble Salt (Total Salinity) of Embankment soils. This method shall be followed when testing embankment soil salinity levels. Sampling of materials shall be performed by a USACE Validated Laboratory.

A. Sampling; Sampling shall consist of one 12,500 gram composite sample per 1,000 linear feet per lift. A Composite soil sample is defined as 5 separate representative 2,500 gram samples taken randomly at relatively evenly spaced intervals within the 1,000 linear foot. A lift on any one side of the levee will be considered one lift. The locations of the samples shall be as directed by the Contracting Officer. When a composite soil sample is collected, it should be handled in accordance with ASTM D 4220, Group B Standard Practices for Preserving and Transporting Soil Samples.

   As directed by the Contracting Officer, when samples are to be split for replicate testing, the entire composite sample shall be processed over a No. 4 (4.75 mm) sieve by the contractors QC laboratory. The material passing the No. 4 sieve shall be thoroughly mixed and split in accordance with ASTM C 702 Standard Practice for Reducing Samples of Aggregate to Testing Size.

B. Sample Preparation; Composite soil samples passing a No. 4 sieve are to be thoroughly remixed and reduced to a minimum 200 g sample for testing in accordance with ASTM C 702 Standard Practice for Reducing Samples of Aggregate to Testing Size.

   The reduced composite soil sample is air dried at a temperature not to exceed 140° F for a minimum of 18 hours. After the sample is air dried, process and collect material passing No. 10 (2 mm) sieve. Material retained on the No. 10 sieve will be discarded.

C. Procedure; (EC 1:2 preparation) To determine soil EC, collect a representative 20 gram sample from the sieved air-dried material and mix with 40 mL deionized water in a 125 mL Erlenmeyer flask.

   The container is sealed and the mixture is either agitated for 1 hour in a mechanical shaker or mixed by hand every 30 minutes for 3 hours.

The mixture is filtered through a Whatman 42 filter paper. EC (dS/m) of the filtrate is determined immediately using a standard conductivity meter. Follow manufacture's direction for standard conductivity meter operations and temperature corrections.

D. Reporting; The directly-measured EC 1:2 is converted to Saturated Extract-Equivalent EC (EC_e) by multiplying by a factor of 2. (Southern Cooperative Series Bulletin No. 419 ISBN# 1581614195 January, 2014)

Total soluble salts (TSS) concentration in ppm (mg/L) is calculated by multiplying EC_e (dS/m) by 640 for EC readings <5.0 dS/m or by 800 for EC readings >5.0 dS/m. (Rhoades, 1996)

The report shall include at a minimum;

1. All sample identifications documented during sampling that at a minimum include, sample date, received date, test/sample number, location of composite sample (GPS, station, lift, , elevation, offset)
2. USCS visual description
3. Make/Model and Serial # of conductivity meter
4. Notes should include any deviations from this test method.
5. The Soil Electronic Conductivity (EC) shall be reported in decisiemens per metre (dS/m).
6. Total Soluble Salt shall be reported as Total Salinity in parts per million (ppm).

9. Field and Laboratory Determination of Non-Soil Volume for Levee Fill:

A. The field excavation testing shall be performed by excavating a 10' wide x 10' long and to a depth of the lift thickness for each lift that is in question. The volume of the excavation shall be verified using the end area method through measuring the dimensions of the excavation with the use of survey equipment at each corner of the hole. A difference of +/- 10% of the theoretical excavation is allowed. The Contractor shall bring all material excavated to the lab in sealed airtight containers. All excavations shall be completely backfilled by the Contractor within 72 hours of inspection unless directed otherwise by the COR. All backfill shall be in accordance with the existing contract documents, especially EMBANKMENT.

B. The unit weight of the soil shall be determined by ASTM D 6938 Field Density – Nuclear Method, ASTM D 1556 Field Density – Sand Cone Method, or ASTM D 698 Compaction Characteristics of Soil. All material testing shall be performed by a Corps validated lab.

C. Once all the excavated material is delivered to a Corps validated lab, any clay pieces adhering to the non-soil pieces that can be removed by hand without damaging the non-soil piece shall be removed.

D. All non-soil pieces shall be weighed in their existing conditions immediately prior to testing (wet weight as excavated). If all non-soil pieces do not fit in the Measure Box, then the non-soil pieces may be split into smaller sampling sizes for testing purposes and the cumulative volume reported.

E. Sturdy Measure Box containers shall be used for the non-soil volume determination processes. The minimum volume of the Measure Box is 0.8 cubic feet. This volume dimension is a minimum and may be enlarged if desired. The weight of the empty containers shall be determined using a calibrated scale and with the weight recorded to the nearest 0.1 lb. The container shall be filled in two layers with silica sand. The first layer of sand shall be densified by use of a Shake Table and vibrated such that the Silica sand achieves its maximum density. The second layer of silica sand shall be added and vibrated, with additional sand added as needed to "top off" the container as the sand achieves a greater density. The weight of the container filled with densified Silica sand shall be recorded to the nearest 0.1 lb using a calibrated scale. Determine the weight of the measure container plus sand three times to determine the average value. The maximum unit weight of the silica sand is the weight of the measure plus sand minus the weight of the measure divided by the known volume of the container and reported to the nearest 0.1 lb/ft3.

F. The volume of the non-soil shall be determined by the following USACE MVN developed procedure, Non-Soil Volume Determination.

1) **Volume and Weight Determination of Measures (annual):** The volume of the Measure Box shall be determined and verified on an annual basis by the water filled method as specified in ASTM C29/C29M paragraph 8 and recorded to the nearest 0.1 ft^3.

2) **Density Sand**: Obtain silica sand also known as US Silica Sand. Verify that the quality of the silica or "Silica" sand meets the requirements specified in ASTM D1556 paragraph 6.2. The sand can be re-used, but it should be cleaned to comply with the previously referenced standard by sieving and/or rinsing, and oven drying prior to reuse.

3) **Determining Densified Sand within a Measure Box**: Before any tests determining non-soil volume content, a calibration test shall be run each day that testing is to be performed, to determine the standard weight of the sand in the Measure Box as discussed in section E. The three repeated determinations of densified sand weight per unit volume shall be within 2.0 pcf of each other.

   A Measure Box shall be used to determine the densified sand and will be based upon use of a Shake Table and placement within layers. Clean and dry silica sand is placed loosely within each layer using a large scoop or the edge of a bucket by flowing and distributing the sand evenly across the surface area. The Shake Table is then to be used. The number and duration of vibrations will be determined as noted in the following trial. These times are approximate and should be modified by each laboratory to fit the Shake Table being used to achieve a consistent sand weight per unit volume.

MEASURE BOX – (1) Position measure over a large catch pan for collecting excess sand. Place loose Silica sand in one layer (half height of measure); (2) Using the Shake Table, vibrate the sand for 4-8 seconds; (3) Place loose silica sand in a second layer (full height of measure); (4) Vibrate the sand for 4-8 seconds. The sand should consolidate below the top rim of the measure; (5) Place additional (excess) sand above the top of the measure. It should appear to overflow. Vibrate for the sand for an additional 3-4 seconds. It is desired to have excess sand above the top of the rim after vibration of about 1/8 inch; (6) Using a straight metal bar, strike off the excess sand, leaving the sand flush with the top rim of the measure; (7) Weigh the measure and densified sand recorded to the nearest 0.1 lb; (8) Determine the weight per unit volume of the measure by subtracting the weight of the measure plus sand minus the weight of the measure then dividing by the known volume of the container and report to the nearest 0.1 lb/ft3; (9) Repeat steps 1 thru 8 for a total of three determinations of densified sand weight per unit volume, and calculate the average weight per unit volume to the nearest 0.1 lb/ft3.

4) **Standard Wood or Metal for Verification (annual)**: Eight pieces of wood or metal, labeled A thru G, measuring 5 inches by 1 inch by 2 inches are to be used to verify the volume determination by the densified sand method as detailed in 5) below. Determine the weight and linearly measured volume of the eight standard pieces of wood or metal to verify the calculated non-soil content from the use of densified silica sand within Measure Boxes of known volume.

5) **Non-soil Verification (annual)**: Wood or metal pieces measured in Step 4) above will be used in each measure by densifying sand and four wood or metal pieces in each layer, for a total of eight wood or metal pieces within each measure. The same procedures outlined in Step 4) above are used to place and densify the sand and wood or metal within the measures. The wood or metal is placed within each layer with at least ½ inch of loose sand beneath and around the wood or metal pieces. The weight of the densified sand, measure, and wood or metal is used to determine the density and subsequent volume of the wood or metal. The calculated volumes shall be compared to the known volumes of the wood or metal pieces to see if any change in shaking time or sand type is needed. If the calculated and known volumes are within +/- 2% of each other, the test verification is successful. See below for the step by step procedures for this:

MEASURE BOX - (1) Determine the volume and weight of the measure as noted in Step 1) above; (2) Determine the average densified sand weight per unit volume as noted in Step 3) above; (3) Determine volume and weight of pre-cut pieces of wood or metal as noted in Step 4) above; (4) Densify wood or metal in layers following the similar method noted in Step 3) above; (5) Determine the densified sand and wood or metal weight in the unit measure; (6) Calculate the volume of wood or metal as shown below:

(a) Volume of Measure Box (ft^3)
(b) Weight of Measure Box (lb)

(c) Average weight per unit volume of densified sand (lb/ft^3)
(d) Wood or metal Pieces total weight (lb)
(e) Wood or metal Pieces total volume (ft^3)
(f) Average determined densified sand, wood or metal, & measure weight (lb)
(g) Densified sand only weight (no wood or metal) = (c) x (a)
(h) Densified sand only weight (with wood or metal) = (f) – (b) – (d)
(i) Volume of wood or metal (from densified sand test) = [(g) – (h)] / (c)
(j) % actual volume wood or metal = 100 x (e) / (a)
(k) % tested volume wood or metal = 100 x (i) / (a)

6) **Non-soil Volume Determination**: Determination of non-soil volume for a test sample is as follows. Determine the wet weight of the sample prior to placement into the loose sand layers. Cleaned non-soil pieces from a sample are placed in one of the tested measures above by following procedures as outlined in Step 3). The non-soil pieces are placed within each layer of loose sand with at least ½ inch of loose sand beneath and around the various non-soil pieces. The non-soil piece may be cut to fit into the measure but care should be used to ensure that all pieces of the sample are measured. The weight of the combined densified sand, measure, and non-soil shall be recorded to the nearest 0.1 lb. To determine the density and subsequent volume of the non-soil pieces, see calculations below.

MEASURE BOX - (1) Determine the volume and weight of the measure as noted in Step 1) above; (2) Determine the average densified sand weight per unit volume as noted in Step 3) above; (3) Determine weight of sample pieces of non-soil; (4) Densify non-soil pieces in layers following the similar method noted in Step 3) above; Determine the densified sand and non-soil pieces weight in the unit measure; (5) Calculate the volume of non-soil pieces as shown below:

(a) Volume of Measure Box (ft3)
(b) Weight of Measure Box (lb)
(c) Average weight per unit volume of densified sand (lb/ft3)
(d) Weight of Sample Non-soil Pieces (lb)
(e) Determined densified sand, non-soil pieces, & measure weight (lb)
(f) Densified sand only weight (no non-soil pieces) = (c) x (a)
(g) Densified sand only weight (with non-soil pieces) = (e) – (b) – (d)
(h) Volume of non-soil pieces (from densified sand test) = [(f) – (g)] / (c)
(i) Volume of excavation (ft3)
(j) % tested volume non-soil pieces = 100 x (h) / (i)

7) **Documentation**: As a minimum, calibrations of Measure Boxes should be documented annually on the Unit Weight Measure Volume Determination Record. The Densified Sand unit weight shall be documented on the Densified Sand Calibration Record. Test records for samples shall be documented on the Non-soil pieces Volume Determination Record. Contact MVN-CD-Q for latest test forms.

G. The percent volume determined in Step 6) (j) above shall be compared versus the acceptable value listed in the specifications. If the test shows the percent volume is greater than the acceptable value, the Contractor shall follow the corrective actions as noted in the contract specifications.

10. Additional Testing:

In addition to the above frequency of tests, additional tests may be required as follows:

a. Where the Administrative Contracting Officer (ACO) or Contracting Officer's Representative (COR) has reason to doubt the adequacy of the compaction, moisture content, or organic content control.

b. Where the Contractor is concentrating fill operations over a relatively small area.

c. When embankment materials change substantially, the Administrative Contracting Officer or Contracting Officer's Representative (COR) may direct additional testing.

d. Where special compaction procedures are being used.

e. When the contract specifications require additional testing.

f. When areas are found not meeting the specified in-place density, Atterberg limits, moisture content, and/or in-place organic content requirements; the Contractor shall retest, at no additional costs to the Government, after corrective measures have been applied.

Chapter 3 Concrete

1. Scope:

This chapter specifies methods and procedures for the Contractor Quality Control (QC) and Government Quality Assurance (QA) methods and procedures for the testing of fresh concrete and concrete aggregate. The Government will also perform checks, and assurance testing of control testing required by the Contractor.

2. Samples:

Fresh concrete samples shall be secured in accordance with ASTM C 172. Concrete aggregates shall be sampled in accordance with ASTM D 75. Sampling locations shall be randomly selected.

3. Testing Personnel:

The individuals who inspect, monitor, sample and test Concrete construction as required in this specification shall meet the following minimum criteria of certification and/or documented experience. Work experience shall be related to the field for which the inspector is being qualified and may be obtained by working either for an inspection/testing agency or engineering firm as a technician, inspector or engineer.

- Current ICC Reinforced Concrete Certificate with 1 year related experience, or
- ACI Concrete Construction Special Inspector Certificate, or
- Engineer Intern with one year related experience, or
- Registered Professional Engineer.

The individuals who perform testing of concrete or the constituents of concrete as required in this specification shall have an applicable and current ACI certification for testing being performed; ACI Concrete Strength Testing, ACI Concrete Laboratory Testing – Level 1, ACI Aggregate Testing Technician – Level 1, ACI Concrete Field Grade I.

The Contractors' QC laboratory shall submit certification and/or documentation to provide evidence of qualification. The appointed Registered Professional Civil Engineer, identified in Chapter 1, Section 3.b to certify inspections and test results, remains responsible for compliance of all inspection and testing activities.

All Laboratory facilities, personnel and equipment used to test soils as required in this specification shall be part of a Laboratory that has been validated by the USACE Materials Testing Center, Vicksburg, MS.

4. Typical Test Requirements:

Test requirements specified in the contracts documents may be more stringent than those listed below in Tables 3-2, 3-3 and 3-4. All test results will be entered into the MVN material testing database as described in Appendices by the laboratory performing the testing. Acceptable test values are contained in the contract documents.

The laboratory performing the tests shall be validated by the Materials Testing Center, Vicksburg, MS. and conform to ASTM C 1077.

Table 3-1
ASTM References

Concrete Lab Testing	
ASTM C 33	Specification for Concrete Aggregates
ASTM C 39	Compressive Strength of Cylindrical Concrete Specimens
ASTM C 117	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve Analysis of Fine and Course Aggregates
ASTM C 511	Mixing Rooms, Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the Testing of Hydraulic Cements and Concretes
ASTM C 566	Total Evaporable Moisture Content of Aggregate by Drying
ASTM C 617	Capping Cylindrical Concrete Specimens
ASTM C 702	Reducing Samples of Aggregate to Testing Size
ASTM C 1231	Practice for Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders
CRD-C 104	Calculation of Fineness Modulus of Aggregate
Concrete Field Testing	
ASTM C 31	Making and Curing Concrete Test Specimens in the Field
ASTM C 138	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C 143	Slump of Hydraulic-Cement Concrete
ASTM C 172	Sampling Freshly Mixed Concrete
ASTM C 173	Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C 231	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 1064	Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM D 75	Sampling Aggregates

5. Compilation of Test Data for Submittal:

The results of the test and inspections shall be recorded in the MVN database as directed in Appendix. Samples of the reporting forms and instruction for each form are provided on the MVN SharePoint site; **Test Form Examples** and are described as follows. The latest forms should be referenced on the MVN SharePoint site and described in Appendices. All data is to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.**

a. **MVNQC01** (Concrete Compression Test Data – ASTM C 39). This form is to be used in reporting the results of laboratory concrete compression testing. Contract specifications shall govern the required concrete compressive strength.

b. **MVNQC02** (Concrete Field Data). This form is to be used in reporting the data collected by the laboratory while monitoring and testing concrete during placement. Contract specifications shall govern the required concrete properties during placement.

c. **LMN FORM 853-R** (Concrete Compression Test Specimen Data). This form is to be filled out and provided to the QA laboratory for each set of cylinders delivered. This form should be filled out with information documented during concrete placement. The information on this form should match the information provided on the associated MVNQC01 and MVNQC02 test forms. The Order number on this form shall match the Batch Ticket number on the associated concrete supplier batch ticket, the MVNQC01 and the MVNQC02 test form for sample tracking purposes. The form also serves as a bill of lading for the delivered concrete samples.

Table 3-2
Test Requirements
AGGREGATE, FINE

Property	Method	Frequency	Remarks
Deleterious Substances	ASTM C 33	1 per week	
Fineness Modulus	CRD-C 104	1 per shift per batch plant when concrete plant is operating	Calculation based on gradation test results
Gradation	ASTM C 117 ASTM C 136	1 per shift per batch plant when concrete plant is operating.	Tests selected randomly.
Moisture Content	ASTM C 566	If moisture meter is working properly, 2 per week to verify	Tests selected randomly for each aggregate size.
		If moisture meter is not working, 4 every 8 hours of mixing plant operation	
		Additional tests if slump is out of control or variability is excessive	
Sampling Method	ASTM D 75	As specified for the individual material property.	

Table 3-3
Test Requirements
AGGREGATE, COURSE

Property	Method	Frequency	Remarks
Deleterious Substances	ASTM C 33	1 per week per batch plant, or as directed by COR	
Gradation	ASTM C 117 ASTM C 136	1 per shift per batch plant when concrete plant is operating	Tests selected randomly.
Moisture Content	ASTM C 566	If moisture meter is working properly, 2 per week to verify	Tests selected randomly for each aggregate size.
		If moisture meter is not working, 4 every 8 hours of mixing plant operation	
		Additional tests if slump is out of control or variability is excessive	
Sampling Method	ASTM D 75	As specified for the individual material property.	

Table 3-4
Test Requirements
FRESH CONCRETE

Property	Form	Method	Frequency	Remarks
Compression Cylinders (Quality Assurance)	MVNQC01 MVN 835	ASTM C 31 ASTM C 39	To be molded by the Contractor Quality Control Laboratory and tested by the Quality Assurance Laboratory. Mold one set of cylinders per 8 hour shift or for every 150 cubic yards placed.	Quality Assurance Cylinders shall be molded from the same sample of concrete that the Quality Control cylinders are molded.
Compression Cylinders (Quality Control)	MVNQC01 MVNQC02	ASTM C 31 ASTM C 39	To be molded and tested by the Contractor Quality Control Laboratory. Mold one set of cylinders per 8 hour shift or for every 150 cubic yards placed. As a minimum; A set of test specimens for concrete with a 28-day specified strength shall consist of two cylinders to be tested at 7 days and two 6-inch by 12-inch cylinders or three 4-inch by 8-inch cylinders at 28 days. A set of test specimens for concrete with a 56-day or 90-day specified strength shall consist of two cylinders to be tested at 7 days, two 6-inch by 12-inch cylinders or three 4-inch by 8-inch cylinders at 28 days and two 6-inch by 12-inch cylinders or three 4-inch by 8-inch cylinders at 90 days. Additional sets when mix proportions change or low strengths are detected.	On randomly selected batches for each separate concrete mix produced. Cylinders used shall conform to paragraph 6.1 of ASTM C 31. Initial Cure in accordance with paragraph 10.1.2 of ASTM C 31.
Compression Cylinders (QC- for putting concrete into service or other purposes indicated in paragraph 4.3 of ASTM C 31)	MVNQC01 MVNQC02	ASTM C 31 ASTM C 39	1 set of multiple pairs of QC cylinders per item to be evaluated.	Cylinders used shall conform to paragraph 6.1 of ASTM C 31. Initial Cure in accordance with paragraph 10.1.2 of ASTM C 31. Cylinders to be field cured shall conform to 10.2 of ASTM C 31.
Air Content Slump Temperature	MVNQC01 MVNQC02	ASTM C 231 ASTM C 143 ASTM C 1064	1 every time concrete cylinders are molded Plus 2 additional during each 8 hours of concrete production Additional tests if workability variation is excessive.	On randomly selected batches for each separate concrete mix produced

Chapter 4 Welding Inspection

1. Scope:

This chapter specifies methods and procedures for the Contractor Quality Control (QC) weld inspection for Group 1 and Group 2 carbon steels as defined by AWS D1.1, Table 3.1 and their ASTM A709 counterparts. Welding of sheet metal, reinforcement bars, castings, stainless steel, aluminum and other non ferrous metals are not included in this document and should reference the appropriate AWS or ASME Code. An approved schedule of welding procedures (WPS) is required before fabrication commences (Section 05 50 03.00 12). The Government will also perform checks, and assurance testing of control testing required by the Contractor.

2. Definitions:

a. **Fracture Critical Welds**. Fracture critical members or member component welds as defined by ER 1110-2-8157 are tension members or tension components of bending members (including those subject to reversal of stress), the failure of which would be expected to result in collapse of the hydraulic steel structure. The designation "FCM" shall mean fracture critical member or member component. Members and components that are not subject to tensile stress under any condition of live load shall not be defined as fracture critical. FCMs, in general, are dewatering components (needle girders, bulkheads, needles), lifting eyes, or other tension members. This includes any members welded to these members as cracks could propagate to these members and cause failures also. These welds should either be shown on the drawings or called out in the specifications. Tubular welds are not applicable to AWS D1.5. AWS D1.5, Section 12 is the applicable code for these welds.

b. **Other Welds**. These welds are the remaining welds that are not considered Fracture Critical Welds. AWS D1.1 is the applicable code for these welds.

3. Testing Personnel:

a. **Visual Inspection**. Visual inspection shall be performed by Certified Welding Inspectors (CWI) that are qualified and certified in accordance with the provisions of AWS QC1. Verification of documentation may be obtained from the AWS web site. Note: Certification number is required for this verification.

b. **Nondestructive Testing Technicians**. All ASNT Level III personnel shall be qualified in accordance with ASNT CP-189. Only individuals qualified for NDT Level II or individuals qualified for Level I and working under the direct supervision of a Level II shall perform nondestructive testing. Level I and Level II personnel shall be qualified in accordance with either ASNT CP-189 or ASNT SNT-TC-1A. Level III NDT Inspectors shall posses a currently valid ASNT Level III certificate in each of the processes they are qualifying inspectors to. Copies of the certifications, including the Level III NDT Technician that certified the Level I and Level II Technicians shall be included in the submittals. Verification of Level III documentation may be obtained from the ASNT web site. Note: Either Certification number or name is required for this verification.

4. Visual Inspection Requirements:

Visual inspection of welds shall conform to the requirements of AWS D1.1, Section 6, or AWS D1.5, Section 12, as applicable.

5. Nondestructive Testing Requirements:

a. **Ultrasonic Testing**. Ultrasonic testing of welds shall conform to the requirements of AWS D1.1, Section 6, Part F or AWS D1.5, Subsection 12.16, as applicable.

b. **Radiographic Testing**. Radiographic testing of welds shall conform to the requirements of AWS D1.1, Section 6, Part E or AWS D1.5, Subsection 12.16, as applicable. Only film types designated as "fine grain" or "extra fine" shall be employed.

c. **Magnetic Particle, Liquid Penetrant Testing**. Magnetic particle and liquid penetrant testing of welds shall conform to the applicable provisions of ASTM E 709 or AWS D1.5 Subsection 12.16, as applicable and in addition all magnetic particle testing of welds shall be made using the Wet Contrasting Black on White Method.

6. Acceptance Criteria:

a. **Visual, Magnetic Particle and Liquid Penetrant Testing**. Welds shall be unacceptable if shown to have defects prohibited by AWS D 1.1/D 1.1M, Section 6, Part C. Visual, magnetic particle and liquid penetrant testing acceptance criteria shall be for the applicable criteria for either "Cyclically Loaded Nontubular Connections" or "Tubular Connections" per AWS D 1.1/D 1.1M, Table 6.1. Fracture critical welds shall be unacceptable if shown to have defects prohibited by AWS D 1.5/D 1.5M, Section 12. All welds shall be assumed in tension for the acceptance criteria for visual and the appropriate nondestructive testing method.

b. **Ultrasonic Testing**. Ultrasonic acceptance criteria shall be the applicable criteria for either "Cyclically Loaded Nontubular Connections" or "Tubular Connections, Class R". Fracture critical welds shall be unacceptable if shown to have defects prohibited by AWS D 1.5/D 1.5M, Section 12. All welds shall be assumed in tension for the acceptance criteria for visual and the appropriate nondestructive testing method.

c. **Radiographic Testing**. Radiographic acceptance criteria shall be the applicable criteria for either "Cyclically Loaded Nontubular Connections (Tensile Stress)" or "Tubular Connections". Fracture critical welds shall be unacceptable if shown to have defects prohibited by AWS D 1.5/D 1.5M, Section 12. All welds shall be assumed in tension for the acceptance criteria for visual and the appropriate nondestructive testing method.

7. Frequency of Testing:

The frequency specified is the minimum required. The design engineer shall determine the required frequency and include this information in the specifications and/or drawings. The design engineer shall also specify the locations of radiographic testing.

a. **Visual Inspection**. All welds shall be visually inspected by a CWI to insure compliance with the requirements of the applicable AWS Welding Code. Prior to any welding, a CWI shall visually inspect the preparation of material for welding to assure compliance with the applicable AWS Code (D1.1 or D1.5) and approved WPS. The CWI shall also perform VT inspection throughout the welding process to assure compliance with the applicable AWS Code (D1.1 or D1.5) and approved WPS. All completed welds shall be cleaned free of oxide, flux, scale, or other foreign matter before inspection.

b. **Full Penetration Welds**. Full penetration welds shall be examined by the Contractor using ultrasonic testing (UT) procedures described above. In additional to the full penetration welds specified for testing, a randomly chosen twenty-five percent (25%) of the remaining full penetration welds shall be ultrasonically tested to ensure the quality of the procedure and process. The random testing shall include a representative sample of welds from all welders and each of the processes each welder used. The random testing shall be spread throughout the project.

c. **Full Penetration Butt Splice Welds**. All full penetration butt splices shall be examined using ultrasonic testing (UT) and radiographic testing (RT) procedures described above. These welds shall be defined in the specification or noted on the drawings.

d. **Fillet Welds and Partial Penetration Groove Welds**. Fillet welds and partial penetration groove welds shall be examined by the Contractor using magnetic particle testing (MT) procedures described above. In additional to the fillet and partial penetration welds specified for testing, a randomly chosen twenty-five percent (25%) of the remaining fillet and partial penetration welds shall be magnetic particle tested to ensure the quality of the procedure and process. The random testing shall include a representative sample of welds from all welders and each of the processes each welder used. The random testing shall be spread throughout the project.

8. Compilation of Test Data for Submittal:

The results of the test and inspections shall be recorded in the MVN database as directed in Appendix. Samples of the reporting forms and instruction for each form are provided on the MVN SharePoint site; **Test Form Examples** and are described as follows. The latest forms should be referenced on the MVN SharePoint site and described in Appendices. All data is to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.**

a. **MVNQW06** (Combined Weld Examinations). This form is to be used in reporting the inspection and testing of welded steel connections. Contract specifications shall govern the required compaction effort. The results shall be submitted electronically within 24 hours of the test.

Appendix A – Test Form Management

1. Report Numbering:

Each soil sample (location) is identified with a unique Test ID created by concatenating the Report No and Test No.

All soil sample locations will be reported on test forms with the same Report No and Test No throughout entire range of tests performed on that sample location. This is particularly important when reporting tests that contain 1 test per test form such as MVNQS03 (Sand Cone tests) and MVNQS02 (Compaction-Moisture Density Relationship).

It is also necessary to give the same Report No and Test No to each sample location for test form MVNQS06 (Unified Soil Classification System), MVNQS07 (Organic Content), and MVNQS10 (Field Density-Nuclear) which allow for entry of up to 5 soil samples. The soil tests included in a suite of tests allows for entry of 5 samples.

Examples of all forms are available on the SharePoint site for review.

2. Naming the Test Form Files:

Each file shall be named using the following convention:

[Test Form Name][USACE Contract No][Report No][Test No (if necessary)]

Each part of the filename should be separated by a single space only, not a dash or other delimiter. Details of each portion of the filename convention are given below.

- **[Test Form Name]** is the name of the template MVNQ(C, S or W)##, for example MVNQS02. The variable letter are related to the type of test; C is for concrete, S is for soil and W is for Welds.

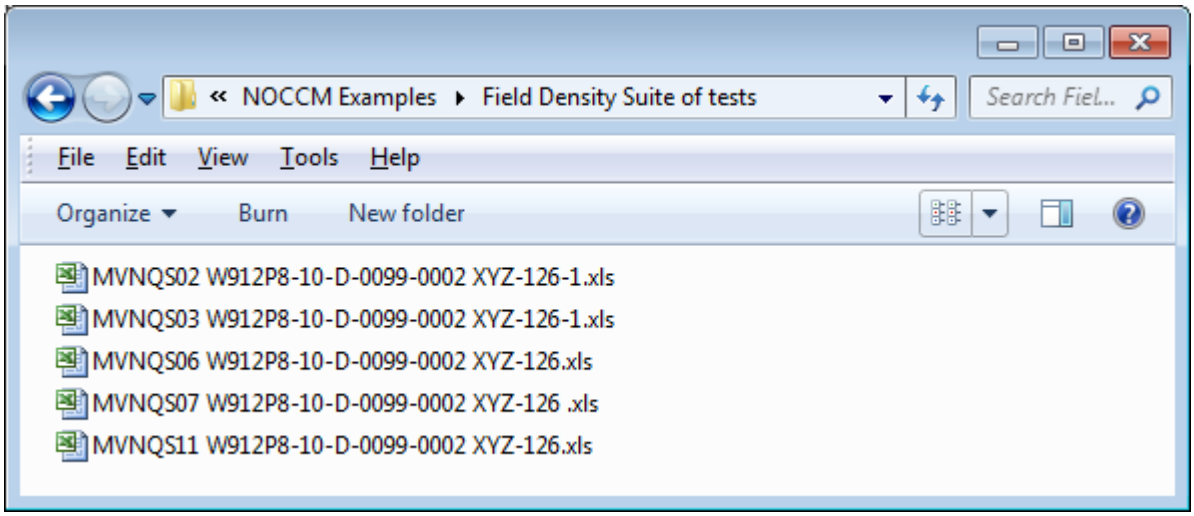
- **[USACE Contract No]** is the construction contract number. This must be the complete contract number including the task order if applicable. The contract numbers that contain a C or Z do not have task order numbers, whereas all contracts that contain a D have a task order number.

- **[Report number]** will be dependant on the labs report number system.

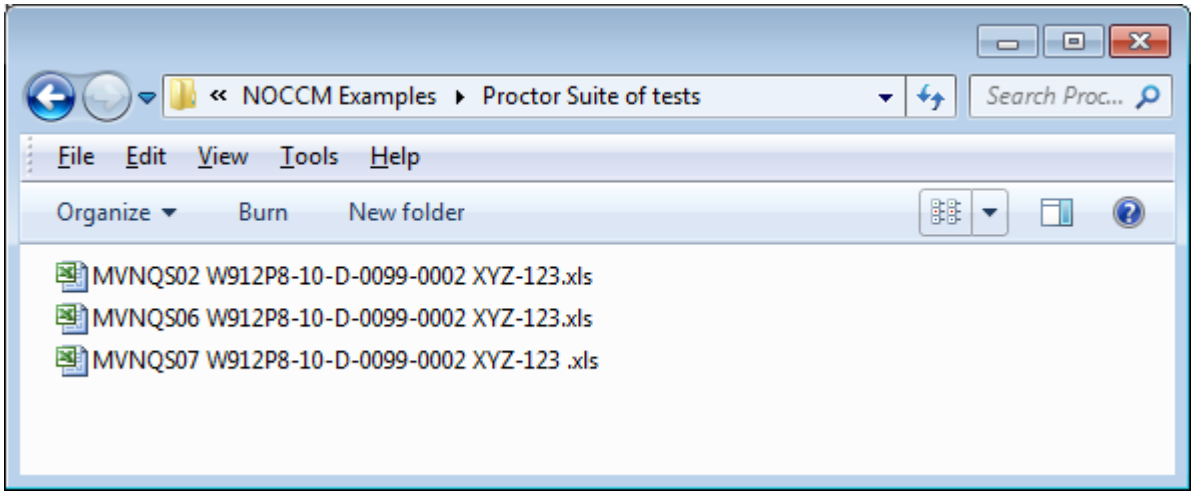
- **[Test No]** is only included in filename when necessary. This is applicable for tests reported 1 per form, as in the case of the exception listed below.

The exception to naming convention is dealing with forms that contain 1 test per test form such as MVNQS03 (Sand Cone tests), MVNQS02 (Compaction-Moisture Density Relationship) and MVNQS01 (Sieve Analysis). For these 3 Test Form types the file name will end with the Test No. The Test No is determined by the lab but should be unique to each soil sample and field location per Report No. See the Examples below for illustration of this.

Below is an example of file names for a suite of soil tests including 5 samples locations reported on a MVNQS11 (Field Density Nuclear) form, a MVNQS07 (Organic Content) form, a MVNQS06 (Unified Soil Classification System) form and a MVNQS03 (Field Density Sand Cone) form. These files are also the files included as example test forms on the SharePoint site. In this example The Report No is XYZ-126.



Below is another example for proctor data containing a MVNQS02 (Compaction-Moisture Density Relationship) test form, a MVNQS06 (Unified Soil Classification System) form and a MVNQS07 (Organic Content) form.



3. Submitting Test Forms:

All forms are to be submitted electronically **within 24 hours of completion of the tests by the laboratory performing the testing.** This is necessary since contract specifications require laboratory results to confirm compliance or failure before Contractor construction work can continue. Delays in submitting test results may result in construction delays that are to be avoided. Supporting documentation for tests should be submitted in PDF format with the same file naming convention. This completes the documentation record of data transfer to all parties.

4. How to Access USACE QACC SharePoint Site

In order to access the MVN Quality Assurance Control Center (QACC) SharePoint site each user must have an account. If a user does not have an account contact the MVN-CD Branch to receive a **USACE External Network Access Request** form. Once your account has been established you will have access to the QACC SharePoint site that contains MVNQ Test Form Templates, a QA Wiki, a QA Discussion area, a Shared Documents library, a Discrepancy Report library, and a library where completed test forms are to be uploaded; **Test Form**. The following is contact information for MVN-CD.

MVN-CD Phone;	(504) 862-2235
MVN-CD Email;	CEMVN-CD@Usace.Army.Mil
MVN-CD Public Webpage;	http://www.mvn.usace.army.mil/About/Offices/Construction.aspx
MVN QACC SharePoint;	https://partners.usace.army.mil/sites/MVN/QACC/default.aspx

5. Uploading test forms.

The exact procedure for uploading test forms to the MVN Quality Assurance Control Center (QACC) SharePoint is dependent on the computer system the user is using. Once an account has been established MVN-CD can assist each user individually by introducing the QACC system and going through the processes needed to upload test files and supporting documents. If at any point a user has questions please contact the MVN-CD-Q Branch for assistance.

Important notes before beginning the upload process; The QACC SharePoint site does have restrictions on characters (delimiters) that can be used for a file name. The following characters are not accepted by the QACC SharePoint site; \ / : * ? " < > | # { } % ~ &. If these characters are used, the QACC SharePoint site may lock up or give an error that indicates ‘a nonexistent file’. If this occurs remove the delimiters used in the file name, upload the files again and verify that all files upload because this will stop the upload process for all the files. If it is determined that certain files did not upload repeat the upload process.

The second note is that the QACC SharePoint site will time out and requires logging back in after an extended time of inactivity. The QACC SharePoint site will not indicate it timed out until attempting to perform a function on the site. The site will return to the Log in screen. If this happens, the function previously being performed may not have been performed completely.

6. Revisions and Special Naming Considerations:

When resubmitting files with revisions, the same filename is to be used if possible. If a file is to be submitted to the QACC SharePoint site it is not necessary to include a revision indication in the file name, such as R1 or R2 in the filename. The test form revision should be judicated in the appropriate revision field on the form. The QACC SharePoint site does allow files to be uploaded to the **Test Form** library when the same file name exists. In general, the idea is to keep the filename as simple as possible and the same throughout the submittal and revision process. Do not add unnecessary details to the filename.

If more information is needed, see the Wiki or Discussion board on the MVN Quality Assurance Control Center (QACC) SharePoint. The QA managers are also available if there are other questions.

Appendix B - Material Testing Laboratory Requirements

1. Purpose:

All construction material testing laboratories used in support of the Contractor's Quality Control (QC) testing and the Government's Quality Assurance (QA) testing must receive validation by the Material Testing Center (MTC), Engineering and Research Development Center (ERDC), in Vicksburg Mississippi. This includes all Contractor and government on-site laboratories or commercial laboratories used either for QC or QA testing.

2. Applicability:

This procedure applies to all projects being managed by the New Orleans District for which testing of construction materials is conducted

3. References:

ASTM E 329-06a, Agencies Engaged in the Construction Inspection and/or Testing

ER 1110-1-261 (28 April 99), Quality Assurance of Laboratory Testing Procedures

ER 1110-1-8100 (31 Dec 97), Laboratory Investigations and Testing

Corps of Engineers Validated Laboratories;

Engineering Research and Development Center - Material Testing Center
http://www.erdc.usace.army.mil/Media/FactSheets/FactSheetArticleView/tabid/9254/Article/476661/materials-testing-center.aspx

New Orleans Construction Division Operating Manual (CDOM), 1 March 2002

4. Responsibilities:

The Administrative Contracting Officer (ACO) / Contracting Officer's Representative (COR) is responsible for ensuring that all testing laboratories used for QC or QA testing are on the electronic validated list for the tests to be performed and for requesting that New Orleans District coordinate as necessary to pursue validation of a desired laboratory.

5. Procedures:

After award, the Contractor submits a QC Plan which delineates the scope of the testing program and identifies the testing laboratory (s) proposed specific tests. Contract specific Quality Assurance Plans will include requirements for QA verification testing by a Corps validated laboratory.

The Administrative Contracting Officer (ACO) / Contracting Officer's Representative (COR) will ensure that the QC laboratory is independent of the QA laboratory and will work with the Contractor if necessary to select another laboratory for QC or QA testing. The QC plan will

reflect the selected laboratories. If the laboratory proposed by the Contractor is not a currently validated lab, then the Administrative Contracting Officer (ACO) / Contracting Officer's Representative (COR) will notify the Contractor and request an inspection of the selected laboratory coordinated by MVN-CD-Q in accordance with the procedures described in Construction Division's Operating Manual (CDOM). For planning purposes, the validation process may require a period of six months to complete.

Briefly, the MTC validation process is described as follows:

Validation of a laboratory may consist of either (1) an inspection of the laboratory and their processes or (2) an audit of inspection reports and other documentation furnished by other validating agencies or organizations.

MTC will perform inspections in accordance with ASTM E 329 and applicable tests in ER 1110-2-1906 or tests required by project specifications.

The MTC may validate a laboratory if it has been accredited by the Concrete and Cement Reference Laboratory (CCRL) or AASHTO Materials Reference Laboratory (AMRL) within the past two years using ASTM E 329. Inspection by the MTC may be required after auditing if one or more of the critical testing procedures required in the project specifications were not included in the CCRL or AMRL inspection report or if there is any question that the laboratory may not be able to provide the required services for the specified tests.

More information about the validation process is available at the following:
Phone; (601) 634-3123
Email; MTC-info@usace.army.mil
Public Website;
http://www.erdc.usace.army.mil/Media/FactSheets/FactSheetArticleView/tabid/9254/Article/476661/materials-testing-center.aspx

6. Records:

Records demonstrating laboratory validation will be maintained by MTC web site for the most current laboratory listing.

Appendix C - Filling Out Test Form Templates

1. Test Form Templates:

The latest Construction Material Testing report forms are located at the following locations:

Navigate to the **MVNQ Test Form Template** library to download the most up to date forms.

https://partners.usace.army.mil/sites/MVN/QACC/TFT/Forms/AllItems.aspx

For access to the Extranet SharePoint site, follow procedures in Appendix A or contact the MVN Construction Division Quality Branch. Once access is granted, reference the Extranet SharePoint site to download the latest test form templates in the MVNQ Test Form Template library, as they are periodically updated and/or revised. Failure to submit the latest version of the test form template will prevent data from being loaded into the QACC database. The rejected form will be required to be resubmitted on the proper test form template.

The Test Form Examples library on the SharePoint site provides guidelines for completing several of the test form templates. Further information, definition and updates can be found in the MVNQTERMS documents and the QACC Wiki located on the Extranet SharePoint site.

On all forms, the Sample Date is defined as the date the test was performed in the field and not the date the sample was tested in the lab. Please use the Remarks section on each form for any comments that pertain to the tests performed. Comments may include items such as: meet specs, meet specs of xx% (for different types of material, say embankment is 90% compaction and trench is only 85%), in-situ material, failing tests reported to John Smith, etc. There is no such thing as too much detail or information.

This reporting and submittal system is to be used for all Corps of Engineers work in the MVN division.

2. MVNQ Terms Document:

The MVNQ Terms document located on the Extranet SharePoint site provides a list of terms that are referenced directly from the MVNQ Test Forms. This document will define the terms used on the MVNQ Test Forms, and in some cases, provide examples of the information needed in associated cells. If there is a term that is not provided, an error or a term that is not defined clearly please contact a QA Manager.

C-1 List of Forms

Form Name	Procedure(s)	Form ID .
Soil Testing Forms		
#200 Wash and Sieve Analysis	ASTM C 117- C136	MVNQS01
Lab Compaction of Soil Standard Effort	ASTM D 698	MVNQS02
Density by Sand Cone	ASTM D 1556	MVNQS03
Unconfined Compression Strength	ASTM D 2166	MVNQS05
Classification of Soils – USCS	ASTM D 2487	MVNQS06
Moisture, Ash and Organic Matter of Soils	ASTM D 2974	MVNQS07
Moisture Content Determination	ASTM D 2216-4643	MVNQS09
In-place Density and Moisture of Soils	ASTM D 6938	MVNQS11
Field Density (Relative Density) - Nuclear Method	ASTM D 6938	MVNQS12
Concrete Forms		
Concrete Compression Test	CCT	MVNQC01
Concrete Field Test	CFD	MVNQC02
Welding Forms		
Welds – LIQUID		MVNQW06
Welds - MAGNETIC		MVNQW06
Welds - RADIO		MVNQW06
Welds - UT		MVNQW06
Welds - VISUAL		MVNQW06

Contractor Quality Control attachments

....follow this page....

CONTRACTOR QUALITY CONTROL PLAN

Contract No. W912P8-__-__-___
Project Name: _____

Contractor: _____

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8.0 Quality Control Program

9.0 Forms

1.0 COMPANY POLICY

_____ Construction, Corp. considers quality control to be an inherent safeguard to ensure quality work and to guarantee that all work is done according to the contract documents in a professional manner. Noncompliance with plans and specifications must be detected promptly, and proper action taken to assure that this policy is a viable tool in monitoring the work.

2.0 PLAN PURPOSE

It is the intent of this Quality Control Plan (QCP) to establish and explain how this construction corporation plans to organize, control, and review all activities according to the plans and specifications provided by the U. S. Army Corps of Engineers with regard to quality for the above reference project. The plans primary purposes are to provide for the level of construction quality required by strict accordance with the plans and specifications.

3.0 QUALITY CONTROL ORGANIZATION

3.1 CQC System Manager

The CQC System Manager (CQCM) has front line responsibility for quality control. He will become thoroughly familiar with all aspects of the project and ultimately inspect all work to ensure quality is being maintained by all craftsmen, vendors and subcontractors. The CQCM is ultimately responsible for inspecting, documenting, and reporting to the contracting officer all aspects of the work described and detailed in the plans and specifications. He is responsible for implementing and enforcing the Quality Control Plan. His duties include, but are not limited to:

a. Implementation of the 3-phase control system for all definable features of work.

b. Day-to-day inspection of the work.

c. Daily on site documentation

d. Ensure that all in-place work meets or exceeds all minimum standards set forth in the plans and specifications.

e. Detect discrepancies or problems on site and immediately bring the same to

the attention of the Contracting Officer's Representative, as should be necessary.

f. Preparation and review of submittals and certification of submittals prior to submission.

g. Maintain document control.

h. Maintain As-built conditions.

i. Interface with the owner and outside agencies as required.

The CQCM proposed for this project is _____. See section 4.0 for a copy of his resume'.

3.2 CQC System Manager Alternate

The CQC system manager alternate will assume responsibilities for all aspects of quality control as required by our Quality Control Plan and the Contract Documents should the CQCM not be able to perform his duties. The CQC system manager alternate for this project is _____.

3.3 Manager of Construction

The Manager of Construction for this corporation is based in the home office in _____ and has a major responsibility for quality control through a supervisory role of the CQCM. The Manager of Construction will at all times keep the field forces focused on the company's commitment to quality in all phases of the work. The Manager of Construction will make routine visits to the site of work. The Manager of Construction for this company is _____.

4.0 RESUME OF PERSONNEL

Attached are resumes of all personnel in the above described organization. The Contracting Officer's approval will be requested before any staff changes occur, if they should become necessary.

QUALITY CONTROL
ORGANIZATIONAL CHART
CONTRACT NO. W912P8-__-__-____

```
                    +---------------+
                    |               |
                    |   PRESIDENT   |
                    |               |
                    |               |
                    +---------------+
                            |
                            |
                    +---------------+
                    |    MANAGER    |
                    |      OF       |
                    |  CONSTRUCTION |
                    |               |
                    +---------------+
                            |
         +-------------------------------------+
         |                                     |
+---------------+                      +---------------+
|               |                      |               |
|      CQC      |                      |               |
|    SYSTEM     |||||||||||||||||||||||    PROJECT    |
|    MANAGER    |                      | SUPERINTENDENT|
|               |                      |               |
+---------------+                      +---------------+
         |
         |
         |
+---------------+
|               |
|     CQCM      |
|   ALTERNATE   |
|               |
+---------------+
         |
         |
+---------------+
|               |
| SUBCONTRACTOR |
|  QC MANAGER   |
|               |
+---------------+
```

4.1 Resume' of _____, CQC System Manager

Personal Data and Education

Date of Birth:
Residence:
Graduate of:
Completed courses in:

Professional Experience

4.2 Resume' of _____, CQCM Alternate

Personal Data and Education

Date of Birth:
Residence:
Graduate of:
Completed courses in:

Professional Experience

4.3 Resume' of _____, Manager of Construction

Personal Data and Education

Date of Birth:
Residence:
Graduate of:
Completed courses in:

Professional Experience

5.0 DESIGNATION OF CQC SYSTEMS MANAGER

(Contractor)

Date

Mr. _____

(Mailing Address)

SUBJECT: Contract No. W912P8-__-__-____
(Project Name)

Mr. _____:

This letter is to designate you as the Contract Quality Control Systems Manager for the subject project. In this capacity, you will be responsible for all aspects of quality control as required by our Quality Control Plan and the Contract Documents. You have complete authority to implement these programs including authorization to stop work which fails to comply with the requirements of the Contract Documents.

Sincerely,

_____, President

6.0 DESIGNATION OF CQC SYSTEM MANAGER ATERNATE

(Contractor)

Date

Mr. _____

(Mailing Address)

SUBJECT: Contract No. W912P8-__-__-____
(Project Name)

Mr. _____

This letter is to designate you as the Quality Control System Manager Alternate for the subject project. Should for any reason Mr. _____ not be able to perform his duties as CQCM, you will assume responsibility for all aspects of quality control as required by our Quality Control Plan and Contract Documents. To enable you to fulfill this responsibility, you have complete authority to implement these programs including authorization to stop work which fails to comply with the requirements of the Contract Documents.

Sincerely,

_____, President

7.0 PROCEDURES

7.1 Scheduling and Managing Submittals.

The CQCM will be the submittal manager. The CQCM has full authority to act for the firm in all submittal matters. His responsibilities include scheduling, review, updating and any submittals required from subcontractors.

Within 7 days of the Notice to Proceed, the CQCM will complete the submittal register contained in Section 01300 and submit to the Contracting Officer 4 copies for approval. Contractor schedule dates will be coordinated with the progress schedule and shall reflect 30-day minimum period for review and approval.

The CQCM will review the submittal register a minimum of every 10 days. The submittal register will be utilized to plan and monitor submittal progress so as to ensure timely approval of methods/materials prior to their scheduled need times. The submittal register will be available for inspection by the Contracting Officer at all times. An updated submittal register will be forwarded to the CO at 60-day intervals or as requested.

The CQCM will review the submittal register during preparatory phase of quality control to ensure that all submittals for the ensuing feature of work are approved and will take action to correct any deficiencies in submittal requirements.

All submittals required by the specifications or as needed for approval of deviation will be submitted by the CQCM in original and 4 copies utilizing ENG form 4025 in accordance with submittal register schedule dates or sooner. Prior to submittal, all shop drawings, data, samples, certifications, and test reports will be reviewed by the CQCM to ensure compliance with the contract requirements. Corrections and revisions will be requested where necessary.

7.2 Control Testing

7.2.1 Test List - A listing of all tests indicated in the contract specifications and additional tests as needed to establish quality control will be incorporated in the Contractor Quality Control Program found in section 8.0 of this plan. This listing will include the name of the test, specification para. number, feature of work tested, responsible person, and frequency.

7.2.2 Testing Facilities - The proposed testing lab for use on this project is:

_____ Testing Laboratories
PO Box _____
_____, LA _____

If required, a resume' of _____ facilities and personnel qualifications will be furnished to the Contracting Officer.

7.2.3 Test Records - All testing activities will be recorded on the CQC report, indicating the name of the test performed, specification paragraph reference, and

location performed. Results of the tests will be recorded on the daily CQC report or attachments. Actual test reports will be furnished promptly to the Contracting Officer as directed by the specifications.

7.3 Inspection

7.3.1 Materials - The CQCM will inspect all material/equipment deliveries for: (1) compliance with approved submittals, (2) damage, (3) correct dimensions and quantities, and (4) required labeling and documentation. The Contracting Officer will be notified of any materials/equipment failing to meet requirements. A record of inspection will be noted in the CQC report and any necessary corrective action will be initiated. Proper storage will be checked.

7.3.2 Off-Site Inspection - The CQCM will inspect manufacturing facilities and material sources as specifically directed by the specifications. Additional inspections will be conducted as necessary to ensure compliance with the specifications. The CQCM will record off-site surveillance activities in the CQC report. Where instances of noncompliance are observed, corrective action will be initiated.

7.3.3 On-Site Inspection - Each craftsman will be charged with the responsibility of performing his or her work in a workman like manner and continually striving for the highest degree of quality. Only craftsman who exhibit an ability to perform and desire to achieve quality will be employed.

The CQCM will routinely and continually inspect the work for compliance with contract documents. His duties, as outlined in 3.1 above, are for the purpose of maintaining and documenting the work as required to achieve a high degree of quality.

The Contract Quality Control Program outlined in paragraph 8.0 of this plan will provide an outline for the CQCM with regard to all definable features of the work. The CQCM's inspection of these work features will be accomplished through implementation of the 3-phase control procedure outline in para 7.4.

7.3.4 Completion Inspection - After completion of all work, the CQCM will conduct a completion inspection of all work features. A punchlist will be developed to identify all items which are not in compliance with the specifications and drawings. The CQCM will establish a date by which each deficiency will be corrected and note such date on the punchlist. A follow-up inspection will be conducted to verify completion of all punchlist items. The completion inspection and any resulting corrective action will be accomplished within the contract performance period. The Contracting Officer will be notified upon completion of the punchlist and corrective work. The punchlist will be made part of the Quality Control documentation by attachment to the CQC report.

7.4 Control Procedures

A 3-phase control system shall be implemented by the Quality Control staff to ensure that construction, including subcontractors and suppliers, complies with the requirements of the contract documents. This system of management will address each definable feature of work beginning with early planning stage requirements and ending with the finished work. Each phase will allow the opportunity to prevent problems and deficiencies and ensure that the accident prevention program is implemented. The 3 control phases are outlined in para 7.4.1 thru 7.4.3.

7.4.1 Preparatory Phase - This phase will be performed prior to beginning work on each definable feature of work. This phase will be conducted at a meeting involving the CQCM/Project Superintendent, QA personnel, and the foreman involved in the particular work feature. The Contracting Officer will be notified 48 hours in advance of the preparatory phase. This phase will include:

a. A review of the applicable section of the specifications and contract drawings. (review specs)

b. A review of the submittal register to ensure that all required submittals are submitted and approved. Take corrective action when necessary. Submittal data will be discussed to acquaint all team members with technical aspects and points particular to the work feature. (review submittals)

c. A check to ensure that materials and equipment are in compliance with approved submittals and specifications. Verify that required materials/equipment are on hand and properly stored. (check material)

d. Verify that preliminary work is completed.

e. Review control testing requirements and verify that testing facilities are approved. Verify that necessary provisions are made for testing. (review testing)

f. A consensus will be reached on planned construction procedures and the required level of quality expected from the CQCM in order to meet contract specifications. (set standards)

g. Review appropriate Activity Hazard Analysis to assure safety requirements are met. The CQCM will inspect all equipment to ensure that minimum requirements for safety provisions in accordance with EM 385-1-1 and applicable regulations are met. (safety check)

h. The above described activities will be documented on the COE form

"Preparatory Phase Checklist". This form will be attached to the CQC report and furnished to the Contracting Officer. Problems and deficiencies apparent during the preparatory phase and corrective action initiated will be noted in this report.

7.4.2 Initial Phase - This phase is performed once a representative portion of work has taken place for each definable feature of work and will be conducted at a meeting involving the CQCM/Project Superintendent and foreman involved in the particular work feature. The Contracting Officer will be notified 48 hours in advance of this phase. Initial phase will include:

a. A check to ensure that preliminary work is completed.

b. Verify that materials/equipment and construction procedures are in compliance with the contract documents.

c. Review control testing requirements.

d. Set standards of quality required to meet contract specifications.

e. Review the Activity Hazard Analysis to ensure safety requirements are met. Check equipment for safety provisions.

f. The above described activities will be documented on the COE form "Initial Phase Checklist". This form will be attached to the CQC report and furnished to the Contracting Officer. Problems and deficiencies apparent during the initial phase and corrective actions initiated will be noted in this report. The initial phase will be repeated any time the CQCM feels that quality standards and safety requirements must be reinforced.

7.4.3 Follow-Up Phase - This phase is accomplished through the daily inspections by the CQCM, also through performance of the required control testing. Follow-up phase efforts will ensure a continuation of quality and safety standards established during preparatory and initial phases until completion of the work feature. The CQCM's follow-up phase activities, including deficiencies noted, corrective action taken, and control testing results will be recorded in the daily CQC report.

7.5 Reporting and Documentation

The CQCM will maintain records of all quality control activities including documentation of control testing and inspection, and maintain integrity of the contract documents through use of the following described forms and procedures. Additional reports will be formulated or added as needed.

7.5.1 Daily Record - The CQCM will utilize the COE furnished forms titled "*Contractor Quality Control CQC Form"* to record daily control activities and resources used, work performed, and other data indicated on this form. The original and two copies will be furnished to the Contracting Officer within 12 hours of the reporting date. The CQCM will maintain copies for his files. Test reports will be included in the CQC report.

7.5.2 Control Phase Checklists - The CQCM will utilize the COE furnished forms entitled "*Preparatory Phase Checklist"* and *"Initial Phase Checklist"* to document these control phase activities. Original and two copies will be attached to the CQC report for the date on which the control phase is completed. A log will be posted at the jobsite office in chart form to record the dates on which preparatory and initial phases were completed for each definable feature of work so as to allow easy verification of control activities.

7.5.3 Tracking Construction Deficiencies - The form for tracking construction deficiencies is the Deficiency Report (DR). A DR can be issued by the CQCM/Project Superintendent or Manager of Construction. All DR's shall be kept and updated by the CQCM. The DR log will be available for inspection by the Contracting Officer. See attached forms for the example of a DR.

The DR tracking log will be in chart form and bound in a log book maintained on site. See attached example of the deficiency report tracking log. The DR log book is available for inspection by the Contracting Officer at all times.

A construction deficiency for the purposes of this plan is defined as:

1. An occurrence in which defective work or work lacking some essential part has been covered or is otherwise left as complete.

2. Products are furnished to the site or incorporated into the work which do not meet the conditions of the contract documents.

3. Inspection points or contract requirements affecting quality of the work that have not been met. Minor defects in work on which construction is underway is not to be considered a Construction Deficiency.

7.5.4 Contract Document Control - The CQCM will maintain a record in log form of the most up-to-date documents issued for construction and adjustments. No contract documents will be replaced or revised without receipt of a modification or direction from the Contracting Officer. The CQCM will maintain As-Built contract drawings.

7.6 Changes to the CQC Plan - Periodically, and at least once weekly, the CQCM

will review the CQC plan with the possible need for changes in mind. During the course of work on this contract, it is reasonable to expect the need for some changes to arise. When they do, the QC Manager will incorporate these changes in the form of written amendments and copies will be furnished to the Contracting Officer.

8.0 QUALITY CONTROL PROGRAM

(Sample only, this is done for each definable feature of wo rk)

Q. C. ACTIVITIES & TESTING REQUIREMENTS FOR DEFINABLE FEATURES OF WORK

CONTRACT W912P8-__-__-_____

Definable Feature: Cast In-Place Structural Concrete
Section 03301

Definable Feature		Submittal	Quality Control Activities		
D scription	Spec. Para.	Req'd	Description of Observation Procedure or Test Required	Freq.	Remarks
Concrete - Grout, Water	03301-15.1.4.1 03301-15.5.1.6	Submittal Register	Grout certificate, equipment & method used, & source of mixing & curing water	Once prior to placement	
Concrete - Finishing Formed Surfaces	03301-12.2	QC Report	Visually inspect all finishing is started within 24 hours of form removal, tie rod holes & defective concrete voids and honeycombs are filled properly, smooth surface	After each placement	
Concrete - Fine Aggregate	03301-15.2.1.1	QC Report	Sieve analysis and fineness modulus determination	At least once each delivery	Testing by _____ Laboratory
Concrete - Coarse Aggregate	03301-15.2.2	QC Report	Sieve Analysis	At least once each delivery	Testing by _____ Laboratory
Concrete - Moisture Test	03301-15.2.2.2	QC Report	Test for moisture content for each size coarse aggregate	At least once each delivery	Testing by _____ Laboratory
Concrete - Mixer Uniformity	C03301-15.2.12	QC Report	Uniformity of concrete determined in accordance with ASTM C 94.	Prior to concrete placement & 1/ 6 mo	

Q. C. ACTIVITIES & TESTING REQUIREMENTS FOR DEFINABLE FEATURES OF WORK

CONTRACT W912P8-__-__-____

Definable Feature: Cast In-Place Structural Concrete
Section 03301

Definable Feature		Submittal	Quality Control Activities		
Description	Spec. Para.	Req'd	Description of Observation Procedure or Test Required	Freq.	Remarks
Concrete	03301-5.3	Submittal Register	Submit batch plant details, mixer details, conveying methods and equipment, placing, joint clean-up, curing, and weather requirements	once 14 days prior to placement	
Concrete	03301-3.1.1	Submittal Register	Submit 500 lb sample of aggregate to Waterway Experiment Station for testing if an approved supplier is not used	Once prior to concrete placement	
Concrete	03301-5.1.1	Submittal Register	Submit concrete mixture proportion	Once	
Concrete - Materials	03301-5.1.2 03301-5.1.5 03301-5.2.3 03301-5.2.5	Submittal Register	Submit cement cert. of compliance Submit sieve analysis for aggregates Submit air-entraining agent cert. of compliance Submit curing compound cert. of compliance	Once	Testing by supplier or _____ Lab

Q. C. ACTIVITIES & TESTING REQUIREMENTS FOR DEFINABLE FEATURES OF WORK CONTRACT W912P8-__-__-_____

Definable Feature: Cast In-Place Structural Concrete
Section 03301

Definable Feature		Submittal	Quality Control Activities		
Description	Spec. Para.	Req'd	Description of Observation Procedure or Test Required	Freq.	Remarks
Concrete - Placement Preparations	03301-15.2.7	QC Report & LMV Form 1246	Visually & Measure as needed, prior to placement, foundations, const. joints, forms, embedded items, etc., to verify that concrete placement OK	Prior to placement	
Concrete - Air Content	03301-15.2.6.1	QC Report	Test Concrete for air content	Twice per day	Use _____ Laboratory
Concrete - Slump	03301-15.2.5.2	QC Report	Test Concrete slump	Twice per day	Use _____ Laboratory
Concrete - Placement	03301-15.2.8	QC Report	Visually inspect placement operations to verify proper equipment, methods, time interval, temp., yardage placed, & placement method	Each Placement	
Concrete - Curing	03301-13.2,4	QC Report	Inspect all surfaces subject to moist curing & impervious sheet curing	At least once/day	Including weekend/hol.
Concrete - Curing	03301-13.3	QC Report	Assure that curing compound is mixed properly, & meets minimum pressure and coverage requirements	After removal of forms	Measure & visual
Concrete - Vibration	03301-15.2.9	QC Report	Test frequency and amplitude of vibrator	Prior to 1st use & 1/month	

9.0 FORMS

CONTRACTOR QUALITY CONTROL (CQC) FORM

Contractor's Name

_____
_____
_____

Daily Report No: _____ Date: _____
Contract No: W912P8-__-__-____

Project Title and Location: _____

Weather: _____ Rain: ____in. Temp: ____Min. ___ Max.

1. Contractor/Subcontractors and Area of Responsibility:

NUMBER	TRADE	HOURS	EMPLOYER	LOCATION/DESCRIPTION

2. Operating Plant of Equipment. (Not hand tools)

PLANT/ EQUIPMENT	DATE OF ARRIVAL/ DEPARTURE	LEASED/ OWNED L OR O	DATE OF SAFETY CHECK	HOURS USED	HOURS IDLE	HOURS REPAIR

CQC Report Form (Cont'd)

3. Work performed today: (Indicate location and description of work performed by prime and/or subcontractor by letter in table above.)

_____
_____
_____
_____
_____
_____
_____

4. Results of control activities: (Indicate whether P - preparatory, I - Initial, or F - Follow-up Phase. When a P or I meeting is conducted, complete appropriate forms, attached.)

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

5. Test performed as required by plans and/or specifications:

_____
_____
_____
_____
_____
_____
_____

6. Materials received:

_____
_____
_____
_____
_____
_____

CQC REPORT FORM (CONT'D)

7. Submittals Reviewed:

(a)Submittal No.	(b) Spec/Plan Reference	(c) By Whom	(d) Action

8. Off-site surveillance activities, including action taken:

_____
_____
_____
_____
_____
_____
_____

9. Job Safety: (Report violations; Corrective instructions given, taken.)

_____
_____
_____
_____
_____

10. Environmental Protection: (Report violations; Corrective instructions given, taken.)

_____
_____
_____
_____
_____

11. Remarks: (Instructions received or given. Conflicts in Plans and/or Specifications.)

_____
_____
_____
_____
_____

Contractor's Verification: On behalf of the contractor, I certify this report is complete and correct, and all materials and equipment used and work performed during this reporting period are in compliance with the plans and specifications, to the best of my knowledge, except as noted above.

_____ _____
Authorized CQC System Manager Date

PREPARATORY PHASE CHECKLIST FORM

Contract No.: W912P8-__-____ Date: _____

Definable Feature:
_____

Government Representative Notified 48 Hours in Advance Yes____ No ____

I. Personnel Present:

Name	Position	Company/Government

(List Additional Personnel on reverse side)

II. Submittals

1. Review Submittals and/or submittal log 4288. Have all submittals been approved? Yes___ No___
If No, what items have not been submitted?

a.
_____
b.
_____
c.
_____

2. Are all materials on hand? Yes___ No___ If No, what items are missing?

a.
_____
b.
_____
c.
_____

PREPARATORY PHASE CHECKLIST FORM (CONT'D)

3. Check approved submittals against delivered material. (This should be done as material arrives.) Comments:

_____
_____
_____
_____

III. Material storage

Are materials stored properly? Yes___ No___
If No, what action will be taken?

_____
_____
_____
_____

IV. Specifications:
1. Review each paragraph of specifications.

_____
_____
_____
_____

2. Discuss procedure for accomplishing the work. (Include labor and equipment to be used)

_____
_____
_____
_____

3. Clarify any differences from specifications.

_____
_____
_____

V. Preliminary Work - Ensure preliminary work is correct.

If not, what action will be taken?

_____
_____
_____
_____

PREPARATORY PHASE CHECKLIST FORM (CONT'D)

VI. Testing

1. Identify test to be performed, frequency and by whom.

_____
_____
_____

2. When required?

_____
_____
_____

3. Where required?

_____
_____
_____

4. Review Testing Plan.

_____
_____
_____

VII. Safety

1. Review applicable portion of COE EM 385-1-1.

_____
_____
_____

2. Activity Hazard Analysis Approved? Yes___ No___

3. All equipment checked and checklists recorded? Yes___ No___

If not, what action will be taken?

_____

VIII. Corps of Engineers comments during meeting.

_____
CQC Representative

INITIAL PHASE CHECKLIST FORM

Contract No.: W912P8-__-__-____ Date: _____

Definable Feature:

_____

Government Representative Notified 48 Hours in advance Yes___ No___

I. Personnel Present:

Name	Position	Company/Government

(List Additional Personnel on Reverse Side)

II. Is work in full compliance with plans, specifications and submittals. Are procedures and quality control measures being used acceptable.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

INITIAL PHASE CHECKLIST FORM (CONT'D)

III. Preliminary work. Ensure preliminary work is complete and correct. If not, what action will be taken?

_____
_____
_____
_____

IV. Establish Level of Workmanship.

1. Where is work located?

_____

2. Quantity of work performed?

_____

3. Is a sample panel required? Yes___ No___
4. Will the initial work be considered as a sample? Yes___ No___

V. Are standards of acceptance mutually agreed upon? Resolve any differences.

_____
_____
_____
_____
_____

VI. Check Safety.

Review job condition using COE EM 385-1-1 and job hazard analysis. Comments:

_____
_____
_____
_____
_____

_____
CQC Representative

DEFICIENCY REPORT

Contract No.: W912P8-__-__-____ DCR NO.: _____

Project
Name:_____

Contractor:
_____

Description of Deficiency:
_____
_____
_____
_____
_____
_____
_____
_____
_____

Sketch Attached: Yes___ No___

Issued By: _____ Date: _____

Approved and Logged By: _____ Date: _____
CQCM

~~~
~~~

DEFICIENCY REPORT TRACKING LOG

Contract No. W912P8-__-__-____

DR NUMBER	DATE ISSUED	ISSUED BY (Initial)	WORK FEATURE (See DR Report for details)	DATE CORRECTED	DATE INSPECTED	INSPECTOR (INITIAL)

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SECTION 01 57 20.01 12

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all labor, materials and equipment, and performing all work required for the prevention of environmental pollution during and as the result of construction operations under this contract except for those measures set forth in other provisions of these specifications. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to man; or degrade the utility of the environment for esthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise, solid waste-management and management of radiant energy and radioactive materials, as well as other pollutants.

1.2 APPLICABLE REGULATIONS

In order to prevent, and to provide for abatement and control of any environmental pollution arising from construction activities in the performance of this contract, the Contractor and his/her subcontractors shall comply with all applicable Federal, State, and Local laws, and regulations concerning environmental pollution control and abatement.

1.3 SUBMITTALS

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

SD-01 Preconstruction Submittals

Environment Pollution Control Plan; G, ODT

Bird Nesting Prevention and Avoidance Plan; G, PDN

1.4 MEASUREMENT AND PAYMENT

1.4.1 Environmental Protection

No separate measurement or payment will be made for the implementation of environmental protection including protection of fish and wildlife required by this section, except as specified in paragraph "Bird Nesting Prevention and Avoidance Measures". Price and payment for the implementation of environmental protection including protection of fish and wildlife required by this section shall be distributed throughout the existing bid items.

1.4.2 Bird Nesting Prevention and Avoidance Measures

Measurement for providing bird nesting prevention and avoidance measures will be per day satisfactorily performed. Payment will be made at the contract unit price per day for "Bird Nesting Prevention and Avoidance Measures". Price and payment shall constitute full compensation for furnishing all equipment, labor, materials, supplies, and supervision required for Bird Nesting Prevention and Avoidance Measures.

1.4.3 Non-Regulated Waste

No separate measurement or payment will be made for the work associated with disposal of non-regulated debris not specifically covered elsewhere. Payment for the work associated with the disposal of non-regulated debris not specifically covered elsewhere shall be distributed throughout the existing bid items.

1.4.4 Hazardous/Regulated Waste

If the Contractor uncovers an existing hazardous/regulated waste not Contractor generated, not shown on the drawings, and not specified herein, the Contractor shall notify the Contracting Officer's Representative immediately. Payment for handling, removal, transportation and disposal of hazardous and/or regulated solid wastes not Contractor generated, not shown on the drawings, and not specified herein will be made as an equitable adjustment in contract price under the Contract Clause in Section 00 72 00 GENERAL CONDITIONS, entitled CHANGES (FAR 52.243-4).

1.5 QUALITY CONTROL

1.5.1 General

The Contractor shall establish and maintain quality control for environmental protection to assure compliance with contract specifications and maintain records of his quality control for all construction operations including but not limited to the following:

(1) Submit plan of Environment Pollution Control.

(2) Procure applicable Federal, State, and Local regulations on pollution control.

(3) Air Pollution - Checks made on dust, smoke, noise.

(4) Water Pollution - Checks made on disposal of water, oil, etc.

(5) Land Pollution - Checks made on disposal of materials, restoration of temporary construction sites, etc.

(6) Training course for employees.

1.5.2 Reporting

The original and two (2) copies of these records, as well as the records of corrective action taken, shall be furnished the Government daily. Format of report shall be as prescribed in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.6 NOTIFICATION

The Contracting Officer will notify the Contractor in writing 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. Such notice, when delivered to the Contractor or his/her authorized representative at the site of the work, shall be deemed sufficient for the purpose. 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 any such stop orders shall be made the subject of a claim for extension of time or for excess cost of damages by the Contractor.

1.7 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

1.8 IMPLEMENTATION

Within 10 days after receipt of Notice of Award, the Contractor shall:

(1) Submit in writing a Environment Pollution Control Plan documenting his/her proposals for implementing environmental pollution control at the project site, disposal of debris, non-hazardous wastes and hazardous wastes generated at the project site as well as storage and management of regulated materials, substances and chemicals brought onto and used at the project site.

(2) Upon review and approval of requirements above, the Contractor shall meet with representatives of the Contracting Officer to develop mutual understandings relative to compliance with these provisions and administration of the environmental pollution control program and Environmental Protection Plan.

1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications, which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.10 REFERENCES

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2024) Safety and Occupational Health Requirements

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

33 CFR 153.203 Procedure for the Notice of Discharge

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PROTECTION OF LAND RESOURCES

3.1.1 General

The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his/her construction activities to areas defined by the plans and/or specifications. The following additional requirements are intended to supplement and clarify the requirements of the Clauses in Section 00 72 00 GENERAL CONDITIONS, entitled PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (FAR 52.236-9), OPERATIONS AND STORAGE AREAS (FAR 52.236-10), and CLEANING UP (FAR 52.236-12).

3.1.2 Prevention Of Landscape Defacement

The Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without the approval of the Contracting Officer. Felling of trees shall be performed in such a manner as to avoid damage to trees to be left standing. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's operations or equipment; he/she shall protect adequately such trees. All monuments and markers shall be protected before beginning operations near them. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense. Trees that are scarred shall be immediately painted with an acceptable tree wound paint. Any trees which are damaged beyond restoration shall be removed and disposed of as directed by the Contracting Officer.

3.1.3 Temporary Excavation And Embankments

If the Contractor proposes to construct temporary roads or embankments and excavation for plant and/or work areas, he shall obtain approval of the Contracting Officer prior to start of such temporary work.

3.1.4 Post-Construction Cleanup Or Obliteration

The Contractor shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, and stockpiles of excess or waste materials upon completion of construction. The Contractor will be required to restore the construction area to near natural conditions which will permit the growth of vegetation.

3.1.5 Recording And Preserving Historical And Archeological Finds

All items having any apparent historical or archeological interests which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and shall immediately report the find to the Contracting Officer so that the proper authorities may be notified.

3.1.5.1 Discovery of Previously Unknown Archaeological Remains and Artifacts

If during the course of work, archaeological artifacts (prehistoric or historic), unmarked graves, burials, human remains, or items of cultural patrimony are discovered, the Contractor shall stop work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. The Contractor shall inform the Contracting Officer, who will in turn contact CEMVN Historic Preservation (HP) staff. The Contractor will not proceed with work until CEMVN HP completes consultation with the SHPO, and others as appropriate.

3.1.5.2 Discovery of Human Burial Sites

Discoveries of unmarked graves, burials, human remains, or items of cultural patrimony on Federal lands shall be subject to the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. §3001-3013, 18 U.S.C. § 1170) and the Archaeological Resources Protection Act of 1979 (ARPA)(16 U.S.C. §470aa – 470mm).

3.2 PROTECTION OF WATER RESOURCES

3.2.1 Contamination Of Water

The Contractor shall not pollute lakes, ditches, rivers, bayous, canals, groundwater, waterways, or reservoirs with fuels, oils, bitumen, calcium chloride, insecticides, herbicides, or other similar materials harmful to fish, shellfish, or wildlife, or materials which may be a detriment to outdoor recreation.

3.2.2 Disposal Of Materials

The methods and locations of handling, transfer, and disposal of materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., within the right-of-way limits shall be such that harmful debris will not enter lakes, ditches, rivers, bayous, canals, groundwater, waterways, or reservoirs by erosion, and thus prevent the use of the area for recreation or present a hazard to wildlife.

3.2.3 Erosion Control

Surface drainage from cuts and fills within the construction limits, whether or not completed, and from waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. Waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.

3.2.4 Fuel and Lubricants

Storage, fueling, and lubrication of equipment and motor vehicles must be conducted in a manner that affords the maximum protection against spill and evaporation. Manage and store fuel, lubricants, and oil in accordance with all Federal, State, and local laws and regulations. Used lubricants and used oil to be discarded must be stored in marked corrosion-resistant containers and recycled or disposed in accordance with State and local laws and regulations.

3.3 PROTECTION OF FISH AND WILDLIFE

The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area which are critical to fish or wildlife.

3.3.1 Colonial Nesting Birds

3.3.1.1 General

Coastal birds (small-sized birds such as terns, skimmers, and gulls), wading birds (medium-sized birds such as ibis, egrets, and herons), seabirds (large-sized birds such as pelicans), and raptors (large-sized birds such as eagles) are known to nest throughout south Louisiana and may be present in the project area. Nesting birds and their nests are protected by the Migratory Bird Treaty Act (MBTA) and must not be disturbed or destroyed.

Protection within the project area shall be accomplished by the following: disturbance to deter nesting activity of coastal birds and wading birds prior to nesting; avoidance of active coastal bird, wading bird and pelican nesting areas; and avoidance of known eagle nests. Nesting generally occurs between 15 February through 15 September for coastal birds, wading birds, and pelicans; and from October to May for eagles. Nest prevention and/or avoidance measures shall be required if nesting activity is observed during these times by the Contractor and verified by the Government.

Coastal bird nesting activity is identifiable by large congregations of birds (often 100 or more) in barren or sparsely vegetated sandy areas. During the breeding season, coastal birds may be aggressive with workers, make persistent alert calls when workers are present, and feign injury to divert attention away from nests. These indicators of breeding activity shall be brought to the attention of the Government upon discovery to determine if nest prevention measures or avoidance measures are required.

Wading bird and seabird nesting activity is identifiable by the congregation of birds (often 20 or more) in woody vegetation, mangroves, or tree groves. Breeding wading birds and pelicans may have elaborate feather patterns and/or colorful feathers. Groupings of solitary wading birds that are typically intolerant of each other is another sign of breeding activity. These indicators of breeding activity shall be brought to the attention of the Government upon discovery to determine if nest prevention or avoidance measures are required. Any annually used rookeries known to wildlife biologists, if located in the project area, are noted on the plate(s).

Eagle nests established by breeding pairs are largely known to wildlife biologists. Any known nests in the project area are noted on the plate(s). The presence of eagles on and near these nesting sites should be reported to the Government and avoidance measures shall be implemented upon discovery.

3.3.1.2 Reporting

The presence of coastal birds, wading birds, pelicans, and/or eagles exhibiting breeding behavior (as described in paragraph entitled "General") within the minimum distances from the work area (as specified in paragraph entitled "No Work Distances") shall be immediately reported to the Administrative Contracting Officer and to Jeff Corbino of the U.S. Army Corps of Engineers at (504) 862-1958.

3.3.1.3 No Work Distances

No-work distance restrictions are as follows:

Coastal birds (terns, skimmers, and gulls) - 650 feet;
Wading birds (ibis, egrets, and herons) - 1000 feet;
Pelicans - 2000 feet; and
Eagles - 660 feet

Coordination by the New Orleans District personnel with the U.S. Fish and Wildlife Service may result in a reduction or relaxing of these no-work distances depending on the species of birds found nesting at the work site and specific site conditions. If, by order of the U.S. Fish and Wildlife Service or the Contracting Officer's Representative, work must stop in a particular area due to nesting birds, an adjustment to the schedule shall be made pursuant to the Clause in Section 00 72 00 GENERAL CONDITIONS, entitled CHANGES (FAR 52.243-4).

3.3.1.4 Bird Nesting Prevention and Avoidance Measures and Implementation

Upon receipt of Notice of Award, and within five (5) days, or otherwise directed below, the Contractor shall:

(1) Submit in writing his/her proposals for implementing bird nesting prevention measures. The nesting prevention measures should be implemented by a biologist with some knowledge of shore birds. Implementation of nesting prevention measures should begin prior to construction. If nesting has already begun NO abatement measures should be implemented.

(2) Conduct a site visit with and meet with representatives of the Contracting Officer and CEMVN-ODT to develop mutual understanding relative to compliance with this provision and implementation of the Bird Nesting Prevention and Avoidance Plan.

(3) Submit a Bird Nesting Prevention and Avoidance Plan to the Contracting Officer's Representative, for approval by CEMVN-ODT and USFWS, detailing the efforts that will be undertaken to prevent birds from nesting within the minimum distances, as specified in paragraph entitled "No Work Distances", from any work activity. The plan shall be submitted in accordance with paragraph "Reporting".

Additionally, one (1) copy of this plan shall be submitted to:

U.S. Army Corps of Engineers, New Orleans District
Attn: CEMVN-OD-T, Mr. Jeff Corbino
7400 Leake Avenue
New Orleans, Louisiana 70118.

Nest prevention measures shall be intended to deter birds from nesting within the applicable distance, as specified in paragraph entitled "No Work Distances", of construction areas without physically harming birds or disturbing any existing nests. Nest prevention measures may be used in combination and/or adjusted to be most effective. The use of any harassment measures shall be in accordance with EM 385-1-1 (Safety and Occupational Health Requirements). At minimum, nest prevention measures shall include, but not be limited to the following:

Flagging/Streamers - Flagging and/or streamers at least two (2) feet in length and which consist of reflective plastic/Mylar type material shall be attached to the top of stakes at least three (3) feet in height and/or tied approximately three (3) to five (5) feet within trees. The tree ties and stakes shall be at approximately 20-foot intervals. Flagging and/or streamers shall be placed such that the flags/streamers move in a light wind.

Vehicular/Pedestrian Traffic - At minimum, one (1) terrain vehicle and/or one person shall travel throughout the entire project area at least once per hour from dawn to dusk. Clapping and yelling as well as horn blowing should be used to deter any bird activity. If an actively nesting bird is observed, no abatement measures should be implemented within the applicable distance, as specified in paragraph entitled "No Work Distances", of the bird and it's nest and should be reported to the Environmental Technical Manager immediately. Ongoing coordination should occur with the Environmental Technical Manager through the Contracting Officer's Representative. Specific nesting prevention measures used during the work shall be monitored for effectiveness and may require adjustment and/or modification. All equipment/supplies used for nest prevention shall be removed from the work site upon the completion of work and as directed by the Contracting officer.

3.3.1.5 Discovery of Bird Nests at the Work Site

If bird nests are discovered at the work site, immediate notification shall be made, as specified in paragraph "Reporting". The Contractor shall immediately mark the bird nests with flagging on stakes 3-feet above the ground surface and no closer than 3 feet from the nest. The Contractor shall immediately implement safe work distances from the nest(s) as specified in paragraph "No Work Distances", and place flagging to create exclusion zone(s) around the nest(s), and advise all equipment operators of the bird nest(s) and exclusion zone(s).

3.3.2 Manatees

The West Indian manatee may be present in the project vicinity. The Contractor shall instruct all personnel associated with the project of the potential presence of manatees in the area, and the need to avoid collisions with these animals. All construction personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. The Contractor will be responsible for any manatee harmed, harassed, or killed

as a result of construction activities not conducted in accordance with these specifications.

3.3.2.1 Special Operating Conditions If Manatees Are Present in the Project Area

(1) If a manatee(s) is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the Contractor to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. If a manatee is closer than 50 feet to moving equipment or the project area, the equipment shall be shut down and all construction activities shall cease to ensure protection of the manatee. Construction activities shall not resume until the manatee has departed and the 50-foot buffer has been re-established.

(2) If a manatee(s) is sighted in the project area, all vessels associated with the project shall operate at "no wake/idle" speeds at all times, and vessels shall follow routes of deep water whenever possible until the manatee has departed the project area. Boats used to transport personnel shall be shallow-draft vessels, preferably of the light-displacement category, where navigational safety permits.

(3) If siltation barriers are used, they shall be made of material in which manatees cannot become entangled, are properly secured, and are regularly monitored to avoid manatee entrapment.

(4) Manatee Signs. Prior to commencement of construction, each vessel involved in construction activities shall display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8-1/2-inch x 11-inch reading, "CAUTION: MANATEE HABITAT/IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA." In the absence of a vessel, a temporary 3-foot x 4-foot sign reading "CAUTION: MANATEE AREA" shall be posted adjacent to the issued construction permit. A second temporary sign measuring 8-1/2-inch x 11-inch reading "CAUTION: MANATEE HABITAT. EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION" shall be posted at the dredge operator control station and at a location prominently adjacent to the issued construction permit. The Contractor shall remove the signs upon completion of construction.

3.3.2.2 Manatee Sighting Reports

Any sightings of manatees, or collisions with a manatee, shall be reported immediately to the Corps of Engineers. The point of contact within the Corps of Engineers will be Jeff Corbino, (504) 862-1958.

3.4 JANITOR SERVICES

The Contractor shall furnish daily janitorial services for all the offices, shops, or other facilities being used by the Contractor or Government employees, whether existing or Contractor furnished, and perform any required maintenance of the facilities and grounds during the life of the contract. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations but will be accomplished only when the buildings are in daily use. Services shall be accomplished to the satisfaction of the Contracting Officer. The Contractor shall also provide daily trash collection and cleanup of the buildings and adjacent

outside areas, and shall dispose of all discarded debris in a manner approved by the Contracting Officer.

3.5 DISPOSAL OF NON-REGULATED DEBRIS AND OTHER WASTE

All debris and other wastes resulting from construction operations on this contract shall be disposed of by removal from the site.

3.6 DISPOSAL OF REGULATED SOLID WASTES

If any hazardous or regulated solid wastes will be generated as a result of the Contractor's operations, the Contractor shall submit a plan that details the proper handling, removal, transportation and disposal of such wastes. The plan shall identify what types of hazardous and/or regulated solid wastes will be generated and shall list the hazards involved with each waste. All waste generated on-site by the Contractor must be properly identified within 30 days of generation. No regulated wastes shall be allowed to accumulate on-site for more than 90 days. If the Contractor discovers or comes into contact with any hazardous chemicals or other materials other than those addressed in this specification, the Contractor shall immediately notify the Contracting Officer (CO) who will make a determination as to the course of action.

3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES

During the life of this contract the Contractor shall maintain all facilities constructed for pollution control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. Early in the construction period the Contractor shall conduct a training course that will emphasize all phases of environmental protection.

3.8 REPORTING OF POLLUTION SPILLS

In the event that an oil spill or chemical release occurs during the performance of this contract, the Contractor is required to contact the National Response Center, telephone number 1-800-424-8802 as soon as possible, or if telephone communication is not possible, the nearest U.S. Coast Guard office may be contacted by radio to report the spill, (33 CFR 153.203). The Contractor shall comply with any instructions from the responding agency concerning containment and/or cleanup of the spill.

3.9 TRAINING OF CONTRACTOR PERSONNEL

Train the personnel in environmental protection and pollution control. Conduct environmental protection/pollution control meetings for personnel prior to commencing construction activities. Conduct additional meetings for new personnel and when site conditions change. Include in the training and meeting agenda:

a. methods of detecting and avoiding pollution

b. familiarization with statutory and contractual pollution standards

c. anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants

d. recognition and protection of archaeological sites and artifacts

e. recognition and protection of protected animal species

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SECTION 01 78 02.00 10

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for providing Closeout Submittals, including "As-Built" drawings required under this section. All costs associated therewith must be included in the applicable contract unit or job prices contained in the Bidding Schedule.

1.2 SUBMITTALS

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

SD-02 Shop Drawings

"As-Built" Drawings; G, DO

The Contractor must submit full-scale drawings showing final "As-Built" conditions of the project. The final (red-lined) "As-Built" drawings must consist of 3 sets (an original and two color copies) and 3 electronic (.PDF) copies on CD-R of the approved working as-builts.

1.3 PROJECT RECORD DOCUMENTS

1.3.1 "As-Built" Drawings

This paragraph covers "As-Built" drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working "As-Built" drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final "As-Built" drawings.

1.3.1.1 Qualifications of CADD Personnel

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings if required, or prepare additional new drawings.

1.3.1.2 Computer Aided Design and Drafting (CADD) Drawings

CADD colors shall be the "base" colors of red, green, an blue. Color code for changes shall be as follows:

(1) Deletions (red) - Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders.

(2) Additions (green) - Added items shall be drawn in green with green lettering in notes and leaders.

(3) Special (blue) - Items requiring special information, coordination, or special detailing or detailing notes shall be in blue.

1.3.1.3 Working "As-Built" and Final "As-Built" Drawings

The Contractor must revise 4 full size 22"x34" sets of paper drawings by red-line process to show the "As-Built" conditions during the prosecution of the project. These working "As-Built" marked drawings must be kept current on a weekly basis and at least one set must be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction must be accurately and neatly recorded as they occur by means of details and notes. The working "As-Built" marked prints and final "As-Built" drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final "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. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final "As-Built" drawings must show, but must not be limited to, the following information:

a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the "As-Built" drawings must show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances must be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run must also be recorded.

b. The location and dimensions of any changes within the building structure.

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

d. 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.

e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.

f. Changes or modifications which result from the final inspection.

g. Where contract drawings or specifications present options, only the option selected for construction must be shown on the final "As-Built" prints.

h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor must furnish a contour map of the final borrow pit/spoil area elevations.

i. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.

j. Modifications will be shown in accordance with the following procedures.

(1) Directions in the modification for posting descriptive changes shall be followed.

(2) A Modification Triangle shall be placed at the location of each deletion.

(3) For new details or sections which are added to a drawing, a Modification Triangle shall be placed by the detail or section title.

(4) For minor changes, a Modification Triangle shall be placed by the area changed on the drawing (each location).

(5) For major changes to a drawing, a Modification Triangle shall be placed by the title of the affected plan, section, or detail at each location.

(6) For changes to schedules or drawings, a Modification Triangle shall be placed either by the schedule heading or by the change in the schedule.

(7) The Modification Triangle size shall be 1/2 inch on a side unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

1.3.1.4 Drawing Preparation

a. Each various feature of work performed shall be distinguishable by color coding and/or symbology. The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

b. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, 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 graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the

contract drawings shall be accomplished using CADD files. The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

1.3.1.5 Final "As-Built Drawings

When final revisions have been completed, the cover sheet drawing must show the wording in red print "RECORD DRAWING AS-BUILT" followed by the name of the Contractor and the contract number in letters at least 1/2 inch high. All other contract drawings must be marked in red print either "AS-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings must be dated in the revision block. Within 20 days after Government approval of all of the working as-built drawings, the Contractor must prepare the final "As-Built" drawings for that phase of work and submit to the Government for review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 10 days the Contractor must revise the "As-Built" drawings accordingly at no additional cost and submit one set of final "As-Built" prints, two color copies, and three PDF files on CD-R for the completed phase of work to the Government. Within 10 day of substantial completion of all phases of work, the Contractor must submit the final "As-Built" drawing package for the entire project. The submittal must consist of three sets of the approved working "As-Built" drawings (one original and two color copies) and three electronic (.PDF) copies on CD-R. Paper prints and storage media submitted will become the property of the Government upon final approval. Failure to submit final "As-Built" drawing files and marked prints as specified must be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final "As-Built" drawings must be accomplished before final payment is made to the Contractor.

1.3.2 FINAL CLEANING

The premises must be left clean. The site must have waste, surplus materials, and rubbish removed. The project area must have temporary structures, barricades, project signs, and construction facilities removed.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

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SURVEYS

PART 1 GENERAL

1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for surveying, or quantity computations; all as specified herein and as indicated on the contract drawings.

1.2 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for surveys as specified herein. Payment will be included in the contract unit price for the item to which the work is incidental.

1.3 SUBMITTALS

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

SD-02 Shop Drawings

Pre-Grading Surveys; G, ED

Compliance Surveys; G, CD

SD-05 Design Data

Survey Data; G, ED

1.4 QUALITY CONTROL

The Contractor shall establish and maintain quality control for the work specified in this section to assure compliance with the contract requirements and maintain records of his/her quality control for all surveying including but not limited to the following:

(1) Layouts and Surveys. Daily log of layout and surveys consisting of type and location using Contractor furnished control system as stated in the Clause in Section 00 72 00 GENERAL CONDITIONS, entitled "LAYOUT OF WORK (FAR 52.236-17)".

(2) Reporting. The original and two (2)copies of these reports and tests as well as the records of corrective action taken shall be furnished to the Government daily. The report shall include a record of times and dates surveys were run; the horizontal control stations used, and their coordinates, the vertical control points used and their elevations, and any required conversions; and weather

conditions. Format of report shall be as prescribed in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.5 PROFESSIONAL CERTIFICATION

All surveys, taken by the Contractor shall be performed in the presence of the Contracting Officer's Representative. All surveys shall be performed under the direction of and certified by a Professional Land Surveyor currently licensed in any state of the United States of America. In addition, the surveyor shall document at least three (3) years of experience.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 COMMENCEMENT, PROSECUTION, AND COMPLETION

3.1.1 General

All surveys submitted by the Contractor, as specified herein, shall meet the minimum requirements of the USACE document "USACE New Orleans District Minimum Survey Standards". The primary, secondary, and temporary benchmarks used shall be listed on each submitted survey. The survey information that the Contractor uploads to the Safe File Exchange (SAFE) website shall be in the ".EM" format as specified in the USACE document "Engineering Manual File Format Specification Version: EM15". An example .EM format is provided at the end of this Section.

3.1.2 Survey Data

The Contractor shall submit all survey data to the Contracting Officer's Representative, with each required survey as stated in this section.

3.1.3 Pre-Grading Surveys

3.1.3.1 CDF-22, FDDA-22

Before any degrading/grading work begins, the Contractor shall perform, plot, and submit Pre-Grading Surveys of all the areas indicated on the contract drawings. The Contractor shall conduct a full topographic survey within the entire project right of way. The survey criteria and survey plots shall include, but not limited to, the following:

a. Survey Criteria:

1. Surveys shall include all abrupt grade changes, dike toes, dike crowns, borrow pits, ditches, shall extend as close as possible to the existing rock dike on the west portion of the right of way near Calcasieu Ship Channel, and shall extend 50 feet beyond where the dike meets existing ground on the exterior side of CDF-22 on the east portion of the right of way near Calcasieu Lake.

2. A profile of the existing dike crown, berms and toes shall also be taken.

3. Shots shall be no greater than 50 foot and at all abrupt changes in grade.

4. Topographic surveys shall be in accordance with Section D of the USACE New Orleans District Minimum Survey Standards, latest edition.

b. Survey Plots:

1. Labeled Contours at 0.5 foot intervals.

2. Plotted surveys shall include the project baseline, right-of-way limits, and the grading limits as shown in the contract drawings.

3. Sheets shall include a scale, north arrow, and geo-reference aerial image dated no greater than two years old.

4. Legend depicting any symbols and abbreviations used on the drawings.

c. Data:

1. Submit .EM file format of survey.

2. Submit LMN830 file format of survey.

3. Submit .XYZ files.

3.1.4 Compliance Surveys

Once grading is completed, the Contractor shall perform, plot, and submit compliance surveys for the new CDF-22 area. The Contractor shall conduct a full topographic survey within the new CDF-22 limits. The Survey criteria and survey plots shall include, but not be limited to, the following:

a. Survey Criteria:

1. Surveys shall include all abrupt grade changes, borrow pits, ditches, and shall extend as close as possible to the existing rock dike on the west portion of the right of way near Calcasieu Ship Channel, and shall extend 50 feet beyond where the dike meets existing ground on the exterior side of CDF-22 on the east portion of the right of way near Calcasieu Lake.

2. Shots shall be no greater than 50 foot and at all abrupt changes in grade.

3. Topographic surveys shall be in accordance with Section D of the USACE New Orleans District Guide for minimum Survey Standards, latest edition.

b. Survey Plots:

1. Labeled Contours at 0.5 foot intervals.

2. Plotted surveys shall include the project baseline, right-of-way limits, and the grading limits as shown in the contract

drawings.

3. Sheets shall include a scale, north arrow, and geo-reference aerial image dated no greater than two years old.

4. Legend depicting any symbols and abbreviations used on the drawings.

c. Data:

1. Submit .EM file format of survey.

2. Submit LMN830 file format of survey.

3. Submit .XYZ files.

The plotted topographic survey shall be submitted to the Contracting Officer's Representative for review. Electronic survey data shall be submitted to the Contracting Officer's Representative within 48 hours of completion of surveys. Survey notes shall be provided with the plotted sections for each survey taken by station, with offset and elevation. After the Contracting Officer's Representative accepts and verifies the survey, the Contractor shall upload the electronic survey data in accordance with the provisions of Section 01 10 00 GENERAL PROVISIONS, paragraph entitled BENCHMARK VERIFICATION SURVEYS. After the compliance survey is uploaded, the Contractor shall notify the Contracting Officer's Representative that all compliance survey information have been transferred. At no additional cost to the Government, the Contractor Officer's Representative can require the Contractor to provide, plot, and submit additional dike compliance surveys at any location/stationing in the event upon visual inspection, or review of the centerline profile, is not in compliance with the required lines and grades in accordance with the theoretical dike section shown in the contract drawings.

3.1.5 Format Of Surveys

(a) Compliance Surveys. The Contractor shall submit compliance surveys upon completion of certain construction activities. The compliance surveys shall be performed and reports signed and sealed by a Licensed Surveyor. The survey shall be collected in accordance with the "USACE New Orleans District Minimum Survey Standards" and delivered in USACE EM Format as described in "Engineering Manual File Format Specifications". Links to these documents are shown below:

http://www.mvn.usace.army.mil/Missions/Engineering/SurveySection/SurveyingGuidelines.aspx

https://www.mvn.usace.army.mil/portals/56/docs/engineering/geospatial/em_format15.

(b) Each surveyed point should be listed on a separate line as a comma-delimited list of the following:

1. Point ID, northing, easting, elevation, code.

2. Surveyed points that are part of a profile shall be grouped under the appropriate #P01 record for that profile.

3. Surveyed points that are part of a cross-section shall be grouped under the appropriate #X01 record for that cross-section.

4. All other points shall be grouped under the appropriate #M01 record.

(c) The code value shall be one (1) of the three (3) letter codes listed in Appendix 2 of "USACE New Orleans District Minimum Survey Standards". If a surveyed point is not one (1) of the items listed in Appendix 2, the Contractor shall submit a CODES.DAT file containing a semi-colon delimited list of these unique survey codes. Each reference benchmark shall be included as #V/#T records with the surveyed elevation #V/T06, and vertical datum and epoch information. Absolute vertical and horizontal accuracies shall be shown in the #H03 and #H17 records. Surveys that are referenced to local coordinates, and not true State Plane coordinates, shall use the horizontal epoch "BASELINE" in the #H16 record. The USACE Survey Drivers shall be used to check for proper formatting. The drivers can be downloaded from the following site:

http://www.mvn.usace.army.mil/Missions/Engineering/GeospatialSection/USACESurveyDrivers.aspx

(d) A survey report shall be delivered which includes a brief synopsis of the survey methodology (traverse run, level loops, GPS). All supporting field books shall be delivered. If static GPS is collected minimally and fully constrained GPS adjustment reports must be delivered. All surveys shall adhere to the requirements of the "USACE New Orleans District Minimum Survey Standards" and be performed and reports signed and sealed by a Licensed Surveyor. The point of contact for survey information is Dwayne Blanchard @ 504-862-1589.

-- End of Section --

Sample

EM Format File

```
#H01 SAMPLE.EM
#H02 11/06/06
#H03 3
#H04 NAD83
#H05 07-002
#H06 FT
#H07 1702
#H08 PLAQUEMINES PARISH  LA
#H09 CHUSTZ SURVEYING INC.
#H12 1.0
#H13 PLAQUEMINES PARISH
#H14 NEW ORLEANS EAST SE  CHALMETTE SW  BERTRANDVILLE NE & NW
#H15 W912P8-06-D-0050
#H20 WEST BANK & VICINITY  ALGIERS CANAL HURRICANE PROTECTION
#H21 LEVEES  HERO TO BELLE CHASSE HWY (EAST SIDE) & BELLE CHASSE
#H22 HWY TO ALGIERS LOCK (WEST SIDE)
;
;
;-------------------VERTICAL CONTROL INFORMATION--------------------
;
;
#V01 BEL 1
#V02 -3.42
#V03 2004.65
#V04 NAVD88
#V05 GOOD
#V06 -3.42
#V07 494282.40,3697937.71
#V20 MONUMENT IS A 3/4" IRON ROD SET FLUSH WITH THE GROUND. IT IS
#V21 LOCATED 5.9 FT SE OF A RAILROAD IRON  25 FT NE OF ANOTHER
#V22 RAILROAD IRON  AND 116 FT EAST OF A GATE POST AT THE PUMP
#V23 STATION AREA.
#V24 PROJECT BENCHMARK POINTS ARE BEL1 AND V375 SEE
#V25 GPS REPORT FOR DETAILS.
;
;
#V01 770+58.11 (SETTLEMENT PLUG)
#V02 19.21
#V03 2004.65
#V04 NAVD88
#V05 GOOD
#V06 19.21
#V07 516940.13,3711674.20
#V20 MONUMENT IS A SETTLEMENT PLUG IN CONCRETE. IT IS LOCATED 9.4 FT
#V21 EAST NE OF THE EAST EDGE OF THE METAL STEPS  13.55 FT NE OF THE
#V22 EAST CORNER OF THE LOCK WALL  AND 17.3 FT NW OF THE NE CORNER
#V23 OF THE LOCK HOUSE.
;
;
;-------------------TEMPORARY BENCHMARK INFORMATION-----------------
;
;
#T01 TBM AC-1
#T02 7.96
#T05 GOOD
#T06 7.96
#T10 MONUMENT IS A STANDARD COE BRASS CAP RECESSED 0.5' BELOW GROUND
```

```
#T11 STAMPED "AC-1 07002C". IT IS LOCATED +/-500 FT. SW OF THE
#T12 CONCRETE BRIDGE OVER THE CANAL AT GENERAL DE GAULLE RD  69.3 FT
#T13 NW OF THE WATERS EDGE OF THE CANAL  17.6 FT NE OF THE SOUTHERN
#T14 GATE POST OF AN ENTRANCE GATE  AND 17.8 FT NE OF THR NORTHERN
#T15 MOST GATE POST.
;
;
#T01 TBM AC-2
#T02 8.50
#T05 GOOD
#T06 8.50
#T07 482914.44,3683055.07
#T10 MONUMENT IS A STANDARD COE BRASS CAP ON REBAR STAMPED "AC2
#T11 07002C". IT IS LOCATED 86.4 FT WNW OF THE AIRBASE FENCELINE
#T12 1.6 MILES SW OF THE PUMP STATION AT THE CROSSING  AND 0.17
#T13 MILES NE OF THE EDGE OF THE ASPHALT ROAD AT THE AIRBASE BOAT
#T14 RAMP.
;
;
#T01 TBM AC-3
#T02 8.86
#T05 GOOD
#T06 8.86
#T07 482917.55,3683035.15
#T10 MONUMENT IS A STANDARD COE BRASS CAP ON REBAR STAMPED "AC3
#T11 07002C". IT IS LOCATED 334 FT NW OF THE NORTHERNMOST GATE POST
#T12 ON THE ENTRANCE GATE TO THE LEVEE  336 FT NNW OF THE SOUTHERN
#T13 POST  0.2 MILES SE OF A POWER LINE CROSSING  AND 1 MILE SE OF
#T14 A CHAIN LINE FENCE GATE CROSSING THE LEVEE.
;
;
;
;
#H02 11/06/06
;
;
#H10 070003
#H11 53
;
;
;
;
;------------------------FIELD PERSONNEL---------------------------
;
#C01 J. GREMILLION
#C02 J. MASSE
#C03 K. MANUEL
#C03 S. HOLMES
;
;---------------------------EQUIPMENT-------------------------------
;
#E01 TOTAL STATION
#E02 46587793
#E03 TCR-305
;
#E01 LEICA
#E02 235668975
```

```
#E03 GT-3
;
;-----------------------------------------------------------------
;
#H02 11/02/06
;
;
#H10 070003
#H11 19
;
;
;-----------------------GAGE INFORMATION-------------------------
;
;
#G02 GAGE AC-3
#G03 0.50
#G04 12:55
#G07 483479.75,3683384.21
#G10 TEMPORARY STAKE GAGE SET AT AC-3
;
;
;---------------------- CROSS-SECTION -----------------------------
;
;
#X01 3700241.41  501025.16 3700687.38  500799.09 57090.00 570+90
#X03 10:53
#X04 0.80
20590,500960.30,3700343.72,-11.10,SND
20591,500954.99,3700362.88,-13.30,SND
20592,500948.11,3700381.50,-16.50,SND
20593,500942.69,3700401.47,-16.80,SND
20594,500934.73,3700420.93,-18.20,SND
20595,500927.26,3700438.51,-17.00,SND
20596,500916.38,3700455.22,-13.30,SND
20597,500907.08,3700473.36,-10.90,SND
20598,500899.57,3700491.79,-8.50,SND
20599,500892.12,3700510.12,-5.40,SND
20600,500882.66,3700528.07,-4.90,SND
20601,500872.68,3700545.22,-4.50,SND
20602,500862.95,3700562.58,-1.70,SND
20603,500854.68,3700581.17,-1.55,SND
20604,500847.27,3700599.48,-1.88,SND
20605,500838.98,3700617.69,-0.74,SND
20606,500830.68,3700635.90,0.40,SND
;
;----------------------- PROFILE ---------------------------------------
#P01
5552,494333.46,3697419.77,9.27,SHP
5553,494376.90,3697443.90,8.56,SHP
5554,494398.99,3697455.69,8.36,SHP
5555,494410.50,3697455.82,8.24,SHP
5556,494411.15,3697455.40,7.78,CLL
5557,494419.34,3697455.62,8.17,CLL
5558,494428.02,3697458.04,8.15,CLL
5559,494439.50,3697463.11,8.46,CLL
5560,494483.81,3697485.83,8.43,CLL
5561,494524.13,3697505.97,8.66,CLL
```

```
5562,494550.34,3697518.80,8.54,CLL
5563,494585.08,3697537.20,8.66,CLL
5564,494625.86,3697557.24,8.70,CLL
5565,494664.84,3697577.20,8.93,CLL
5566,494704.71,3697597.16,8.94,CLL
5567,494743.17,3697617.15,8.82,CLL
5568,494782.44,3697636.60,8.64,CLL
5569,494823.03,3697657.00,8.69,CLL
5570,494861.50,3697676.57,8.56,CLL
5571,494898.96,3697696.31,8.77,CLL
5572,494921.54,3697707.77,6.95,CLL
5573,494932.32,3697709.54,7.94,SHP
5574,494950.46,3697718.64,7.67,SHP
5575,494956.49,3697722.33,7.35,SHP
5576,494957.71,3697722.81,6.43,CLL
5577,494971.83,3697731.26,5.79,CLL
5578,494987.62,3697740.41,5.77,CLL
5579,495001.65,3697748.14,5.33,ESH
5580,495024.72,3697759.96,5.43,ESH
5581,495029.15,3697761.70,5.74,CLL
;
;--------------- MISC. SHOT POINTS ---------------------------
#M01 MISCELLANEOUS SHOTS TAKEN IN BETWEEN RANGES 312+00 AND 318+00
;
;
2807,482976.57,3682869.45,1.52,FL
2808,482905.77,3682933.86,4.69,FL
2809,482896.57,3682942.44,9.02,FL
2810,482885.94,3682951.60,8.64,FL
2811,482863.67,3682971.79,-0.26,FL
2812,482785.09,3683042.12,-2.88,FL
2813,482917.55,3683035.15,-0.89,RMP
2814,482931.41,3683036.73,1.15,RMP
2815,482952.25,3683037.10,4.61,RMP
2816,482977.95,3683039.14,8.61,RMP
2817,482998.08,3683041.58,9.32,RMP
2818,483030.60,3683049.20,7.53,RMP
2819,483056.35,3683056.21,4.64,RMP
2820,483051.39,3683065.63,5.47,RMP
2821,483033.83,3683062.95,7.85,RMP
2822,483020.70,3683060.67,9.36,RMP
2823,482995.31,3683055.36,9.26,RMP
2824,482970.99,3683049.58,7.08,RMP
2825,482951.69,3683049.63,4.06,RMP
2826,482914.44,3683055.07,-1.17,RMP
2827,483110.59,3683031.57,2.16,PIR
2828,483127.39,3683017.25,2.61,PIR
2829,483137.72,3683029.53,2.55,PIR
2830,483133.88,3683032.85,2.46,PIR
2831,483125.12,3683022.40,2.67,PIR
2832,483112.12,3683033.44,2.18,PIR
2833,483265.05,3683138.27,1.66,FL
2834,483195.48,3683208.46,5.46,FL
2835,483183.05,3683219.30,9.36,FL
2836,483172.83,3683229.40,9.28,FL
2837,483156.14,3683245.27,1.95,FL
2838,483069.19,3683323.97,-3.40,FL
```

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SECTION 31 11 00.00 12

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-- End of Section Table of Contents --

SECTION 31 11 00.00 12

CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for clearing and grubbing as specified herein or indicated on the drawings, and for the removal and disposal of all cleared and grubbed materials.

1.2 MEASUREMENT AND PAYMENT

No measurement will be made for clearing and grubbing. Payment will be made at the contract job price for "Clearing and Grubbing". Price and payment shall constitute full compensation for furnishing all plant, labor, materials, and equipment required to complete the work, and performing all operations necessary for clearing and grubbing, including the removal and disposal of cleared and grubbed debris as specified herein.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Disposal Location; G, CD

1.4 QUALITY CONTROL

The Contractor shall establish and maintain quality control for clearing and grubbing operations to assure compliance with contract requirements, and maintain records of his/her quality control for all construction operations including but not limited to the following:

(1) Clearing: Clearing limits from applicable area; percentages of area complete; type of material.

(2) Grubbing: Grubbing limits from applicable area; percentage of area complete; type of material.

(3) Disposition of Cleared and Grubbed Materials: Method and location of disposition.

The original and two (2) copies of these records of inspections and tests, as well as the records of corrective action taken, shall be furnished the Government daily. Format of the report shall be as prescribed in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.5 REFERENCES

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

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

40 CFR 76	Acid Rain Nitrogen Oxides Emission Reduction Program

STATE OF LOUISIANA, AIR CONTROL COMMISSION (LACC)

Act 1964, No. 259	(Title 40, Section 2201) Acid Rain Nitrogen Oxides Emission Reduction Program

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

All clearing and grubbing work shall be completed prior to taking of Pre-Grading Surveys.

3.2 CLEARING

3.2.1 Clearing-General

Clearing, unless otherwise specified, shall consist of the complete removal above the ground surface of all trees, stumps, logs, down timber snags, brush, vegetation, loose stone, and foreign debris.

3.2.2 Merchantable Timber

Merchantable timber remaining within the areas to be cleared on or after the date of award of this contract may be disposed of as the Contractor sees fit, as long as such merchantable timber is either removed from the project footprint as indicated on the drawings or is satisfactorily disposed of in accordance with the provisions of paragraph DISPOSAL OF DEBRIS.

3.2.3 Areas to be Cleared

The areas requiring clearing shall be cleared within the "Clearing and Grubbing Limits" in accordance with the contract drawings.

3.3 GRUBBING

3.3.1 Grubbing-General

Grubbing shall consist of the removal of all stumps, roots, buried logs that are over six (6) inches in diameter, and other unsuitable matter which may be found within the limits, below ground. All roots and other projections over 1-1/2 inches in diameter shall be removed to a depth of three (3) feet below the natural surface of the ground.

3.3.2 Areas to be Grubbed

The areas requiring grubbing shall be grubbed within the "Clearing and Grubbing Limits" in accordance with the contract drawings.

3.4 DISPOSAL OF DEBRIS

3.4.1 Disposal-General

The Contractor shall make a reasonable effort to channel merchantable material into the commercial market to make beneficial use of materials resulting from clearing and grubbing operations.

3.4.2 Burning

The Contractor may elect to dispose of cleared and grubbed material by burning, subject to all applicable federal, state, and local laws, regulations, ordinances, permit requirements, and fire restrictions in effect at the project site. The Contractor shall be solely responsible for determining whether open burning is permitted in the areas where the work will occur and for obtaining any required approvals, permits, notifications, or authorizations from the appropriate agencies or authorities having jurisdiction. The Contractor shall comply with the applicable pollution restrictions of 40 CFR 76 and Louisiana Air Control Commission, effective 17 July 1972, amended November 1972 (Act 1964, No. 259). Burning operations, if permitted, shall be conducted in a safe and controlled manner and shall not create a hazard, nuisance, or damage to persons, property, utilities, or the environment. The Contractor shall immediately extinguish any fire that becomes unsafe or exceeds the limits authorized by the applicable permitting authority.

3.4.3 Disposal Location

The Contractor shall remove all the debris from the site of the work at a Contractor provided off site disposal location. The Contractor shall submit for Government approval the Contractor's intended location for disposal. Such disposal shall comply with all applicable Federal, State, and Local laws. The Contractor shall, at his/her option, either retain for his/her own use or dispose of by sale or otherwise, such materials of value. The Government is not responsible for the protection and safekeeping of any materials retained by the Contractor. Such materials shall be removed from the site of the work before the date of completion of the work. If debris from clearing operations is placed on adjacent property, the Contractor shall obtain, without cost to the Government, additional right-of-way for such purposes. Such material shall be so placed as not to interfere with roads, drainage or other improvements and in such a manner as to eliminate the possibility of its entering into channels, ditches, or streams. The Contractor shall submit written evidence to the Contracting Officer that he/she has obtained from the property owner permission for disposal of material on the owner's property. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired the property rights and access thereto, prepared and executed in accordance with the laws of the State of Louisiana. If temporary rights are obtained by the Contractor, then the period of time shall coincide with the requirements in the Clause in Section 00 73 00 SUPPLEMENTARY CONDITIONS, entitled COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (RFO 52.211-10), plus any extension authorized under the Clause in Section 00 72 00 GENERAL CONDITIONS, entitled DEFAULT (FIXED-PRICE CONSTRUCTION) (FAR 52.249-10), subparagraph

(b) (1).

-- End of Section --

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DIVISION 31 - EARTHWORK

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-- End of Section Table of Contents --

SECTION 31 23 00.00 20

EXCAVATION

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for degrading/excavation of existing retention dikes, where specified, within disposal areas, and all other excavation, grading, hauling and spreading of material incidental to the leveling of the disposal area. This project is located at Confined Disposal Facility 22 (CDF-22). The disposal facility has existing dikes and a spillbox that was used previously for retention of dredged material disposal. The disposal facility has various states of vegetation growth and types, and dense vegetation is present in some areas.

1.2 MEASUREMENT AND PAYMENT

1.2.1 Excavation

1.2.1.1 Measurement

Excavation will be measured for payment by the cubic yard, and quantities will be determined by the average end area method as calculated by the Government. A survey of the site shall be made in accordance with the provisions of Section 02 21 10.00 12 SURVEYS, and all measurements to determine excavation quantities for the required areas will be based on the "Pre-Grading Surveys" and the actual final grade for degrading as described therein. The Contractor shall perform and submit original surveys as specified in Section 01 10 00 - GENERAL PROVISIONS, paragraph SPECIAL SURVEYING REQUIREMENTS.

1.2.1.2 Payment

Payment for excavation will be made at the contract unit price per cubic yard for "Excavation". Price and payment shall constitute full compensation for furnishing all plant, labor, materials, and equipment required to degrade the site to the required grade, degrade the existing retention dikes, fill identified areas, and all other excavation, grading, hauling and spreading of material incidental to the leveling of the disposal area; all as specified herein and as shown on the drawings. The Contractor shall consider "push" or "haul" distances required for placement of excavated material in order to bring each area to the specified grades and tolerances when computing his/her unit price for excavation.

1.3 QUALITY CONTROL

The Contractor shall establish and maintain quality control for excavation and fill operations to assure compliance with contract requirements, and maintain records of its quality control for all construction operations including but not limited to the following:

(1) Degrade Areas: Location(s), required grade, actual grade, allowable cut slopes, and actual cut slopes. Compliance surveys for degrading shall be submitted in accordance with Section 02 21 10.00 12 SURVEYS, paragraph COMPLIANCE SURVEYS.

(2) Ditches: Locations grade and cross section.

(3) Grade Tolerances: Check fills to determine if placement conforms to prescribed grade.

(4) Surveys: To ensure the final surface is in compliance with the required lines and grades, the Contractor will perform "Compliance Surveys" in accordance with Section 02 21 10.00 12 SURVEYS.

The original and two (2) copies of these records of inspections, as well as the records of corrective action taken, shall be furnished to the government daily. Format of the report shall be as prescribed in Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL.

1.4 EQUIPMENT

1.4.1 Miscellaneous Equipment

Scarifiers, dozers, excavators, spreaders, and other equipment shall be types suitable for construction.

PART 2 PRODUCTS

2.1 FILL MATERIAL

Fill material to be placed shall be obtained from the areas identified within the grading limits shown in the contract drawings, and in accordance with paragraph DISPOSITION OF MATERIALS.

PART 3 EXECUTION

3.1 EXCAVATION AND FILL

3.1.1 General

CDF-22 shall be degraded to the required elevation as described in paragraph"CDF-22 Degrade", and as shown in the contract drawings. Two (2) main areas have been identified for fill: the Confined Disposal Facility (CDF-22) and Foreshore Dike Disposal Area 22 (FDDA-22). The Contractor shall first fill CDF-22 and then fill FDDA-22 to the required grade once foundation preparations are completed as described in paragraph "CDF-22 Degrade". Both areas shall tie into each other.

3.1.2 Degrade Compliance Surveys

The Contractor shall submit compliance surveys in accordance with Section 02 21 10.00 12 SURVEYS.

3.2 DISPOSITION OF MATERIALS

Material to be used for fill shall be the insitu soil(s) excavated from within the grading limits shown on the contract drawings. Vegetation, timber/wood, stones/rocks, and any other debris shall not be used as fill material and will be determined as wasted materials. Debris is defined

as, any material other than soil. All wasted materials shall be removed from the site. A tolerance for timber/wood and stones/rocks within the fill will be permitted as follows:

a. Timber/wood - Timber and wood greater in length of 12 inches and/or greater than three (3) inches in diameter shall not be placed within the embankment section.

b. Stones/rocks - Stones and rocks greater than three (3) inches in diameter shall not be placed within the embankment section.

3.3 EXCAVATION FOR DEGRADING

3.3.1 CDF-22 Degrade

The Contractor shall degrade the areas identified within CDF-22 to elevation 15.1 feet NAVD88, as shown in the contract drawings. The Contractor shall also degrade the existing dikes located within the existing CDF-22 footprint. All material excavated shall be utilized as fill, first for the existing CDF-22 foot print and then for the Foreshore Dike Disposal Area (FDDA-22). Final surface shall tie into both areas, once they have been filled, with a 1V:4H slope tying into existing ground at edge of right-of-way, except where tying into existing stone dike. When tying into existing stone dike, beginning 100 feet from stone dike, the Contractor shall provide a continuous slope from the proposed final grade to the top of rock, provided the entire FDDA has been filled.

The Contractor shall note that the existing grades shown on the drawings are prior to the required clearing and grubbing. After clearing and grubbing operations are complete, the Contractor shall field verify the new grade elevations as a result of clearing and grubbing. This verification survey will become the original survey for determining the number of cubic yards excavated.

3.4 EXCAVATION IN OTHER AREAS

No excavation for borrow outside of the grading limits will be permitted. Any excavation done outside of the allowable borrow area, grade lines, and/or below the prescribed theoretical borrow section shown in the contract drawings, shall be restored to the existing condition prior to any further excavation and at no additional cost to the Government.

3.5 EXCAVATION GRADE TOLERANCES

The grade tolerance for excavation in accordance with paragraph "CDF-22 Degrade" shall be two point four (2.4) inches below and above the required degrade gradelines(+ 0.2 feet NAVD88) as shown on the contract drawings. Any degrade excavation below or above the specified tolerance shall be degraded back to within the tolerance at no cost to the Government. No additional payment will be made for excavation above the design grade.

3.6 SPILL BOX REMOVAL

After excavation and fill is completed, the Contractor must remove the existing spill box from its current location and place the spill box in its entirety approximately 150 feet from the existing rock dike that runs parallel to the Calcasieu River Channel.

-- End of Section --